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MASTER DEED
OF
GETTYSBURG COMMONS CONDOMINIUM

We, Richard J. Sughrue and Clara M. Sughrue as we are Trustees of Gettysburg Realty Trust, u/d/t dated August 21, 1987, recorded on September 9, 1987, with the Middlesex North District Registry of Deeds in Book 4234, Page 277, and as amended (hereinafter collectively referred to as the "Grantor," "Declarant," "Developer," and/or "Seller," which term shall be deemed to include our successors and assigns), being the sole owners of the premises in Tewksbury, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto (the "Premises") to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended (the "Act") and propose to create, and hereby do create with respect to said Premises, a Condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, and to that end the Grantor declares and provides the following:

1. Name. The name of the Condominium shall be the "Gettysburg Commons Condominium" (hereinafter sometimes referred to as the "Condominium").

2. Description of Land. The land hereby submitted to the Condominium consists of all of the land situated in Tewksbury, Middlesex County, Massachusetts, as more particularly described as set forth in "Exhibit A" annexed hereto and made a part hereof. Said land is also delineated and shown on the plan entitled:

"Site Plan of Land in Tewksbury, Mass.,
Prepared For Gettysburg Commons Condominium,
Scale 1"=40' - April 17, 1991,"

prepared by William G. Troy & Associates,
936 East Street, Tewksbury, Mass.,

and recorded herewith at Plan Book _____, Plan _____.

Said land portion of the Condominium is more particularly bounded and described, and subject to the rights, easements, reservations, conditions and restrictions referred to, in said Exhibit A.

3. Description of Buildings. The Condominium is comprised of two (2) buildings (the "Buildings"), which shall be known as Building No. 1 and Building No. 2. The Buildings are constructed primarily of wood frame construction with a poured concrete foundation, wood siding, and asphalt shingle roofs. Building No. 1 contains nine (9) attached townhouse units, designated as

See B5589 P 179 See B5589 P 192 See Plan Book 175 Plan 145

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05/02/91 PLAN BOOK: 175 PAGE: 127

05/02/91 PLAN BOOK: 175 PAGE: 126

05/02/91 PLAN BOOK: 175 PAGE: 126

Units numbered 1 through 9, inclusive. Building No. 2 contains twelve (12) attached townhouse units, designated as Units numbered 10 through 21, inclusive.

4. Description of Units and Boundaries. The Units, their designations, locations, approximate areas, number and designation of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in "Exhibit B" annexed hereto and made a part hereof. Such Units are also more particularly shown on the Floor Plans recorded herewith. The approximate area figures set forth in said Exhibit B do not include the appurtenant steps, stoops, decks, driveway and yard areas, if any.

All of the Units are townhouse units containing a living room, dining area, kitchen, foyer, two bedrooms, 1 1/2 baths, closets, hallways, stairways, storage-utility room and garage. In addition, the Units include a deck attached to the first floor level.

The owners of Units in the Condominium (hereinafter the "Unit Owners", which term shall include the Grantor as to any Units unsold or retained by Grantor) may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject always to the provisions of this Master Deed, the Declaration of Trust of the Condominium (the "Trust"), and all applicable laws and matters of record. In addition, Unit Owners may modify, remove and install interior non-bearing walls contained solely within such Unit subject to the provisions of the Master Deed, the Trust and the Act, subject to the further requirement that all work done pursuant to this Section and any other Section of this Master Deed be completed in a good and workmanlike manner, in accordance with a building permit duly issued by the municipality if required by law, and in accordance with plans and specification which have been submitted to, and approved in advance of the commencement of any such work by, the Board of Trustees of the Condominium Trust (the "Trustees"). Any damage to other Units or to the common areas and facilities of the Condominium (hereinafter sometimes referred to as the "Common Areas and Facilities" or "Common Elements") caused by or attributable to such work shall be the sole responsibility of the Unit Owner performing such work and the costs thereof shall be charged to the Unit Owner as set forth in the Trust.

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

- (a) Floors: The planes of the upper surfaces of the floor joists or of the poured concrete foundation (with respect to the basement level of the Units);
- (b) Ceilings: The planes of the lower surfaces of the ceiling joists as to each level of the Units;

- (c) Walls: The planes of the interior surfaces of the wall studs or of the poured concrete foundation (with respect to the basement level and/or garage of the Units), which planes face the interior of the Units;
- (d) Doors and Windows: as to the doors, door glass and door frames, window and storm window glass, including skylights, if any, window sashes and frames, the exterior surfaces thereof. Such shall be the property of the Owner of the Unit to which same are attached or attachable, and shall be installed, maintained, repaired or replaced at the sole cost and expense of such Unit's Owner.

All utility lines and equipment, supply lines, heating, plumbing, electrical, bathroom, kitchen and other apparatus and equipment serving a single Unit (whether contained therein or not) shall be deemed a part of such Unit and all exterior lighting fixtures serving and controlled by a single Unit shall be deemed a part of such Unit provided, however, that no structural components of the Buildings, and no pipes, wires, conduits, chutes, ducts, flues, shafts or public utility lines situated within a Unit and forming part of any system serving one or more Units or the Common Area and Facilities shall be deemed to be a part of said Unit.

The Owner of a Unit may not, at any time, make any changes or modifications to the exterior of said Unit or make any interior changes that would affect or in any way modify the structural or supportive characteristics of a Building or its services, unless the same has been approved by a majority of the Board of Trustees of the Condominium Trust as hereinafter described and in accordance with the terms of the By-Laws thereof. The Owner of any Unit may, at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to compliance with all applicable rules, regulations, ordinances, and laws of the Municipality, and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, (i) the Owner of any Unit may, at any time or from time to time, modify, remove, and install non-bearing walls lying wholly within such Unit, and (ii) the Owner or Owners of two or more contiguous Units held in common ownership may install connecting openings in the wall or walls between such contiguous Units. Any and all work with respect to installation of interior non-bearing walls, the installation of connecting openings in walls between contiguous Units, or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications that have been submitted for approval to the Board of Trustees of the Condominium Trust in accordance with the terms of the By-Laws thereof, which approval shall not be unreasonably withheld or delayed.

5. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium consist of the entire premises with the exception of the Units as herein defined and described and any other property which is expressly excluded from the Common Areas and Facilities, including specifically without limitation, all of the following:

- (a) The Condominium Land, together with the benefit of and subject to all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- (b) The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and common walls within the Buildings;
- (c) The roadways, walkways, stairways, common driveways and parking areas and other improvements on the Condominium Land, including without limitation fencing, exterior lighting, railings, steps, surface drainage, facilities, trees, shrubbery, plants, and other landscaping;
- (d) The exterior decks, stoops and parking areas appurtenant to Units as designated elsewhere herein, the exclusive use of which has been granted to Unit Owners;
- (e) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, fire protection systems equipment (including, master TV antenna and cable television systems, lines and facilities, if any) for the furnishing of utilities and services such as power, light, telephone, water and sewer, including all equipment attendant thereto up to or contained in any portion of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve portions of the Condominium other than the single Unit within which such facilities are contained;
- (f) All recreational facilities (presently existing or which may be added to the Condominium), if any;
- (g) All other parts, elements and features of the Condominium not defined as being contained in the Units and not included within the items listed above, but which is otherwise intended for the Owners' common use, or which may be necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium and such additional Common Areas and Facilities, as may be defined in the Act.

The Trustees may in their discretion grant an easement or license with respect to each Unit, of a portion or portions of the Condominium Land for the exclusive use of the Owner of such Unit for landscaping and gardening and other purposes in accordance with plans approved by the Trustees. Each land area so designated shall be properly maintained by the Unit Owner at such Unit Owner's expense, subject to and in accordance with the By-Laws and Rules and Regulations, pursuant to which said Trustees may, if any of the same are not so properly maintained, undertake the maintenance thereof and charge such Unit Owner the cost thereof for which such Unit Owner shall be liable in addition to his share of the Common Expenses (as defined in the Trust) and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of Section 6 of said the Act.

6. Plans. Simultaneously with the recording of this Master Deed, there has been recorded a set of plans, consisting of a Site and Floor Plans. The floor plans of the Units included in the Condominium show the layout, location, Unit designations and dimensions of the Units, state the name of the Building (or that it has no name) and bear the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

7. Condominium Trust. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Gettysburg Commons Condominium Trust, under declaration of trust of even date and recorded herewith (herein elsewhere sometimes referred to as the "Declaration" or the "Trust"). Said Trust establishes an organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities (hereinafter sometimes referred to as the "Beneficial Interest") to which they are entitled hereunder, as set forth in "Exhibit C" annexed hereto and as more particularly provided in Section 11. hereinbelow.

The name and mailing address of the original and present Trustee is as follows:

Richard J. Sughrue, Suite 102, 2500 Main St., Tewksbury, MA

The Trustee has enacted By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of the Act. (The term "Trustees" as sometimes hereinafter used shall be deemed to include successors in Trust of the original Trustee and to mean the Trustees for the time being under the Trust.)

8. Reservation of Rights and Easements. Notwithstanding anything contained in this Master Deed or the Trust to the contrary, Richard J. Sughrue and Clara M. Sughrue, as Trustees of the Gettysburg Realty Trust, collectively being the Grantor hereof, hereby reserve to themselves, their successors and assigns the following rights and easements:

- (a) The rights to pass and repass over and build upon and develop all of the Condominium Land in order to take such action as Grantor deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land, whether or not any additional improvements are to be constructed thereon pursuant to the provisions of this Master Deed. Grantor's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.
- (b) The rights to connect with, make use of, maintain, repair and replace any and all utility lines, pipes, conduits, sewers and drainage lines which any from time to time be located in, and upon or under the Condominium Land, in order to take such action as Grantor deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land, whether or not any additional improvements are to be added to the Condominium, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the use of these Units for the intended residential purposes.
- (c) The right, without the consent of any Unit Owner or any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Middlesex North District Registry of Deeds an Amendment to the Master Deed in form and substance similar to this Master Deed (which may incorporate by reference all or part of this Master Deed) with only such changes as are necessary or desirable: (i) to merge any Adjacent Condominium with the Condominium, (ii) to exercise Grantor's rights as set forth in this Master Deed, and (iii) to satisfy the provisions of this Master Deed.
- (d) DELETED
- (e) DELETED
- (f) The rights to pass and repass over all roadways, driveways and the like (future or existing) constructed upon the Condominium Land.
- (g) The right to grant or reserve in the future, without the consent of any Unit Owner or holder of a mortgage on a Unit, such other rights, easements or restrictions on, over,

across, through and/or under the Condominium Land, which the Grantor deems necessary, appropriate or advisable in connection with the development of the Condominium Land, provided only that the grants or reservations do not materially adversely interfere with the uses of Units for the intended residential purposes.

- (h) The right to use any Unit owned by Grantor as a model for display, for purposes of sale or leasing of Units, and to transact any other business on the Condominium Land to achieve the foregoing including, without limitation, the use of a trailer or other temporary structure.
- (i) The right to use any Parking Spaces, easements for the use of which have not been conveyed by the Grantor, for any use pursuant to the provisions of this Master Deed.
- (j) Notwithstanding any other provisions herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed, the Declaration of Trust, By-Laws and Rules and Regulations at any time and from time to time, which amends this Master Deed:

- (i) to comply with requirements of the Executive Office of Communities and Development (EOCD), the Federal National Mortgage Association (FNMA), the Massachusetts Housing Finance Agency (MHFA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Federal Housing Association (FHA), the Veterans Administration (VA), or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to modify or decrease the requirements of the Condominium Documents, if any secondary mortgage market entities and/or their requirements so allow;

- (ii) to induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership;

- (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or

- (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment hereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Grantor to vote in favor of, make, or consent to a

Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Grantor to vote in favor of, make, execute and record Special Amendments. The right of the Grantor to act pursuant to rights reserved or granted under this section shall be automatically assigned by Grantor without further confirmation of Grantor by act or deed to the Trustees of the Condominium Trust at such time as the Grantor no longer holds or controls title to any Unit.

The rights and easements referred to herein may be freely sold, granted, assigned, mortgaged or otherwise transferred by the Grantor, by deed, mortgage, or other written instrument provided, however, that the Grantor may not convey or lease Parking Spaces to persons other than Unit Owners. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit, by, through or under a Unit Owner including, without limitation, all holders of mortgages on Units shall be subject to and bound by the provisions of this Section 8.

The rights and easements reserved by the Grantor in this Section 8. shall be in addition to and not in limitation of, the rights and easements reserved by the Grantor in other Sections of this Master Deed.

9. DELETED

10. Appurtenances. Each Unit Owner shall have the right, as appurtenant to that Unit, to use in common with the Unit Owners of all other Units served thereby all utility lines and other Common Elements located in any of the other Units or in the Common Areas and serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.

There shall be appurtenant to each Unit an exclusive right and easement for the use of that parking space (the "Parking Space") in the parking areas on the Condominium Land which is immediately adjacent to the garage door opening of the Unit. The Parking Space under the aforesaid exclusive right appurtenant to a Unit may bear a number or letter designation, at the discretion of the Trustee. All non-designated Parking Spaces are available for use by all Unit Owners, occupants of Units, and their guests, subject to and in accordance with the Trust and any Rules and Regulations adopted by the Trustees. Each Parking Space shall be used only for the parking of one (1) automobile, unless otherwise approved in writing by the Trustees. The lower boundary of the Parking Space shall be the upper surface of the bituminous

paving, and the upper boundary shall be a plane parallel to the lower boundary seven and one-half (7½) feet above the lower boundary.

Notwithstanding any other provisions of this Master Deed, Grantor hereby reserves easements for the exclusive use of all of the Parking Spaces now or hereafter located on the Condominium Land and reserves the right to convey such exclusive easements to Unit Owners (either in Unit Deeds from the Grantor or by separate instruments) or to the Trust.

There further shall be appurtenant to each Unit an exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Trust, the By-Laws and the Rules and Regulations included therein, to use:

- (i) the deck attached and immediately adjacent to the Unit, if any;
- (ii) the stoop and stairs attached and immediately adjacent to the front door of the Unit, or such portions thereof which exclusively serve the said Unit, as the case may be;
- (iii) the chimney serving such Unit (but not the outside enclosure thereof), if any;
- (iv) the air-conditioning and heating unit and all equipment appurtenant thereto serving the Unit, together with the concrete pad on which such rests, if any; and
- (v) the sillcock attached to each Unit.

The Common Areas and Facilities to which the exclusive use and easement has been granted to a Unit Owner referred to in clauses (i)-(v) above shall be maintained, repaired and replaced as necessary by the Trustees, and the costs and expenses associated therewith shall be Common Expenses. Provided, however, that the maintenance, repair and replacement of the heating and air conditioning unit shall be performed by and at the sole and separate expense of the Unit Owner of such Unit, if there be.

The maintenance, repair and replacement obligations herein contained in the preceding paragraph notwithstanding, the Trustees may, in the exercise of their reasonable discretion, require established levels of maintenance and upkeep by the various Units Owners with respect to those appurtenant Common Areas and Facilities, which Unit Owners may be required in the future to maintain, repair and replace, and the Trustees may reasonably regulate and control and make rules relating to the appearance, painting, decorating and utilization of such appurtenant Common Areas and Facilities and items.

In addition to, and not in limitation of, the rights of Unit Owners as elsewhere herein set forth and as provided in the Act, each Unit Owner shall have as appurtenant to such Unit the rights and easements, in common with all other Unit Owners, and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities, subject always, however, to the Trustee's rights:

(i) to operate, inspect, protect, maintain, repair or replace the Common Areas and Facilities or other Units or any exclusive Common Areas and Facilities of other Units or any exclusive Common Areas and Facilities provided to such other Units; and

(ii) to correct, terminate or remove all acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions of the Master Deed, the Trust, the By-Laws or the Rules and Regulations, all as they may be amended; and

(iii) for such other purposes as the Trustees, from time to time, deem necessary, appropriate, or advisable.

The Trustee shall also have, and is hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, driveways, paths, walks, utility and service lines and recreational facilities, and to make excavations for said purposes. No Unit Owner shall do any of the foregoing without the prior written permission of said Trustee in each instance. The Trustee shall have the right to use and to draw water from sillcocks appurtenant to the Units.

11. Determination of Percentage Interest in the Common Areas and Facilities. Each Unit in the Condominium shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and incorporated herein by reference. Such percentages have been determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units as of the date hereof.

The percentage figures so determined shall be rounded by the Grantor to the least extent, if any, necessary as determined by Grantor in their sole discretion, to obtain a 100 percent total for all Units.

The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument. There will be excluded from the conveyance of each of the Units so much of the Common Areas and Facilities as are located within each Unit, and

each Unit will be conveyed subject to an easement in favor of the owners of all the Units and the Trustees to maintain such of the Common Areas and Facilities as are located therein whether or not such easement is expressly mentioned.

Each Unit 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 Unit Owners, as provided in Section 5 (d) of the Act. In addition to all provisions of Section 5 (d) of the Act, the Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Trust, and to the Rules and Regulations promulgated pursuant thereto with respect to the use thereof, assignment of certain facilities to particular Unit Owners and payments required therefor.

12. DELETED

13. Use. The purposes for which the Buildings, the Units and other Common Areas and Facilities are intended to be used are as follows:

- (a) Each of the Units is intended to be used solely as a residence for not more than two occupants per bedroom; provided, however, that such Units may be used: (i) by the Grantor, for other purposes pursuant to provisions of the following paragraph (b), and (ii) for such other lawful purposes as shall be approved in writing by the Trustees.
- (b) Notwithstanding the foregoing provision of this Section 13., and the provisions of the following Section 14., the Grantor or such other person or entity designated by the Grantor hereof may, for its own account:
 - (i) lease Units which are owned by them;
 - (ii) use the Parking Spaces in the Condominium (other than spaces the use of which have been conveyed as part of Units theretofore sold or otherwise assigned);
 - (iii) use any Units owned or leased by it as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, sale or leasing of Units, or for any other lawful purpose, and use any of the Common Areas and Facilities, or portions thereof, for office and meeting purposes and for purposes of promotion, sale or leasing of Units; and
 - (iv) reserve any Parking Spaces (other than spaces the exclusive use of which have been conveyed as part of the Units theretofore sold) for prospective purchasers and/or lessees of unsold Units, or for visitors;

(v) so long as Grantor (or any affiliate of Grantor) owns any Unit, erect and maintain signs in and on the Common Areas and Facilities of the Condominium.

14. Restrictions on Use. The Units and the Common Areas and Facilities shall be subject to the following restrictions unless otherwise permitted by an instrument in writing duly executed by a majority of the Trustees then in office pursuant to the By-Laws of the Trust:

- (a) No Unit shall be used for any purpose other than a purpose permitted under Section 13. above provided, however, that nothing contained herein shall prohibit any Unit Owner from having temporary guests, and provided further that the Trustees shall have the right to regulate the maximum number of occupants of any Unit;
- (b) No business activity of any nature shall be conducted in any Unit or in the Common Areas and Facilities, except (i) as provided in Section 13. (b) hereof, and (ii) that a person residing in any Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients;
- (c) Each parking space is intended to be used in accordance with the Rules and Regulations;
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the Rules and Regulations promulgated pursuant thereto or the Act, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units;
- (e) Except for the exercise of Grantor's rights under this Master Deed, the exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no change, replacements, addition, structure, projection, decoration or other feature shall be erected, placed upon or attached to or removed from the exterior of any such Unit or the Building or any part thereof without the prior written consent of the Trustees nor shall any sign, plaque, or communication of any description be placed in the window of or on the exterior of any Unit or the Common Areas and Facilities, by a Unit Owner without the prior written consent of the Trustees.

EVERY UNIT OWNER SHALL BE ENTITLED TO A CERTIFICATE OF ARCHITECTURAL COMPLIANCE IN RECORDABLE FORM FROM THE TRUSTEES WITHIN TEN (10) DAYS OF THEIR RECEIPT OF A WRITTEN REQUEST FOR THE CERTIFICATE.

- (f) The right of a Unit Owner to decorate his or her Unit, including deck areas, the exclusive use of which is appurtenant to a Unit, is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Building. Towards that end, all windows must have draperies, curtains, shades or the like and no such draperies, curtains, shades or the like shall be installed or maintained unless they are white, or lined with white material or, with the prior approval of the Trustees, lined with beige, natural or light grey or such other materials as shall be approved by said Trustees;
- (g) All Units shall be heated at all times so as to maintain minimum temperatures in such Units of 55 degrees so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit Owner fails to maintain a 55 degree temperature as aforesaid, the said Trustees shall have the right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of said Chapter 183A.
- (h) No nuisances shall be allowed on the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Premises by its residents;
- (i) No immoral, improper, offensive, or unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees;
- (j) A Unit Owner shall not place or cause to be placed in or on any of the Common Areas and Facilities, any furniture, packages, or objects of any kind. The public halls,

corridors, stair halls and stairways, if any, shall be used for no purpose other than normal transit through them. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in or on any of the Common Areas and Facilities. There shall be no parking on the Condominium Land except in the areas designated as Parking Spaces and shown as such on the Site Plan recorded herewith, and parking in said spaces shall be limited to those having rights to park in same. There shall be no parking allowed on any other portion of the Common Area except as may be permitted by the Trustees in the future.

- (k) No Unit shall be rented, let, leased or licensed for use or occupancy by others than the Unit Owner except for periods of six months or more. No portion of a Unit (other than the entire Unit) may be so rented, and no transient may be accommodated therein. In order to provide for a predominantly owner-occupied Condominium, no Unit may be rented without the prior written consent of the Trustees, which consent may be withheld with or without cause. This Section shall not apply to any Units owned or regulated by the Tewksbury Housing Authority, Executive Office of Communities and Development (EOCD), or successor agencies thereto.
- (l) The Rules and Regulations recorded with the Condominium Trust including, but not limited to, pets and acceleration of assessments, are hereby incorporated herein and made a part of this Master Deed by reference.
- (m) Unit Owners and the Trustees are hereby notified that the use of the Condominium may be subject to restrictions of the municipality and other governmental agencies.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees, and shall be administered on behalf of the Unit Owners by the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Section except as such occur during his or her ownership of a Unit.

Including Units owned or controlled by the Tewksbury Housing Authority, Executive Office of Communities and Development (EOCD), or successor agencies, no more than twenty percent (20%) of the Units at any time shall be rented, let, leased or licensed for use or occupancy by others than the owners thereof (hereafter "rented"), and any such rental, letting, lease or license shall

be for a term not less than six (6) months. Except for Units owned or controlled by the Tewksbury Housing Authority, Executive Office of Communities and Development (EOCD), or successor agencies, no Unit may be rented without the consent of the Board of Trustees, which shall grant its consent on a first-come, first-served basis to Unit Owners making written application therefor where, at the time of reference, the subject Unit may be rented without violating the percent limits set out above. No such consent shall be effective for a period longer than one (1) year from the grant thereof but any Units rented pursuant to such a consent may continue to be rented until such time as it is reoccupied by the Owner of such Unit. And further provided that:

- (a) A copy of said agreement is provided to the Trustees prior to the occupancy under the lease; and
- (b) Said agreement contains a clause whereby the occupants agree to be bound by the Condominium Documents; and provided that
- (c) It shall be deemed during the period of occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Condominium Documents; and further provided that
- (d) The form of the rental agreement shall be acceptable to the Trustees.

Items (a), (b), (c), and (d) above shall not apply to Units owned or controlled by the Tewksbury Housing Authority, Executive Office of Communities and Development (EOCD), or successor agencies thereto.

Notwithstanding the foregoing, if the Massachusetts Housing Financing Agency (MHFA) holds a mortgage loan on any Unit or Units, said Unit or Units may not be rented, let, leased or licensed and must be and remain the principal residence of the Unit Owner or Owners except with the written consent of MHFA.

15. Encroachments. If any portion of the Common Areas and Facilities, including plumbing, heating and electrical facilities, encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of any Building, of (b) construction of or alteration to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of any Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or

eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as any Building stands.

16. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, 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 and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Premises. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Premises, are accepted and ratified by such Unit Owner, tenants, 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 and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of a Unit Owner.

17. Amendments to Master Deed. The Trustees of the Condominium Trust, of even date and recorded herewith, with the consent in writing of the Unit Owners holding not less than seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities, by an instrument in writing, may at any time and from time to time amend, alter, add to or change this Master Deed and the Plans in any manner or to any extent, the Trustees first, however, being indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided, however, that:

- (a) The date on which any such instrument is first signed by a Unit Owner 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, by which the percentage of the undivided interest in the Common Areas and Facilities to which any Unit is entitled would be altered, shall be of any force or effect unless the same has been approved and signed by every Unit Owner whose percentage is affected;

- (c) No instrument of amendment which would alter the dimensions of any Unit or adversely affect a Unit Owner's exclusive right to use that part of the Common Areas and Facilities appurtenant to his Unit shall be of any force or effect unless the same has been signed and approved by the Owner(s) of the Unit(s) so altered and the same has been assented to in writing by all holders of mortgages on such Unit of which the Trustees have received notice;
- (d) No instrument of amendment which would impair the security of a first mortgage on a Unit in any manner shall be of any force or effect unless the same has been assented to by the holder(s) thereof;
- (e) No instrument of amendment which would render this Master Deed in any way contrary to or inconsistent with any requirements of the provisions of said Chapter 183A shall be of any force or effect;
- (f) Nothing in this Section 17., and no amendment adopted pursuant hereto, shall be deemed or construed to vitiate or impair the rights and easements conferred upon and reserved by the Grantor in this Master Deed including, without limitation, the rights reserved to the Grantor in and by the provisions of this Master Deed;
- (g) No instrument of amendment which limits the purposes for which any Unit may be used shall be of any force of effect unless the same has been signed by the Unit Owner of such Unit of which the Trustees have received notice.

Any Amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Middlesex North District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be signed, sealed and acknowledged by a majority of the number of Trustees then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required (if any) to consent thereto. Such instrument, so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. Nothing in this Section contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Master Deed and the Plans upon obtaining the necessary consent(s) as hereinbefore provided. Notwithstanding any provision to the contrary, this Master Deed, the Declaration of Trust, By-Laws and rules and regulations may not be changed without the express written consent of the Executive Office of Communities and Development (EOCD) and MHFA.

18. FHLMC/FNMA/MHFA Provisions. Notwithstanding anything in the Master Deed, the Condominium Trust, the By-Laws of the Condominium Trust or the rules and regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit 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 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;

The right of first refusal may be exercised only if:

(i) the right to purchase is exercisable only as a means toward insuring owner-occupancy, or for other valid purposes serving the best interests of the homeowners association (the "Association") and its members;

(ii) the right and the manner of its exercise comply with local law;

(iii) the right in each instance is conditioned on giving written notice of exercise by the Association of the exercise within 30 days after notice by the Unit Owner to the Association, and the Association exercises due diligence to complete the purchase promptly.

(b) Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit 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 Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Section 16. of this Master Deed unless 67% of the First Mortgagees

(based upon one vote for each first mortgage owned), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

- (i) by any act or omission, seek to abandon or terminate the Condominium (except as provided by statute); or
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - 1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - 2) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
 - (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 of the Condominium, 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; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.
- (e) Consistent with the provisions of Chapter 183A, 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 a Unit 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 Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities;
- (g) A First Mortgagee upon request made to the Condominium Trust shall be entitled to:

- (i) written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within thirty (30) days;
 - (ii) inspect the books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive timely written notification of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and
 - (v) receive timely written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
 - (vi) receive timely written notification of any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Condominium Association;
 - (vii) receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations;
- (h) No agreement for professional management of the Condominium or any other contract made by the Grantor 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 thirty (30) days or less written notice.
- (i) In addition to all other requirements of this Master Deed or Condominium Trust, the prior written consent of First Mortgagees holding mortgages on Units entitled to at least fifty-one percent (51%) of the Beneficial Interest in the Trust and Unit Owners entitled to at least 67% of the Beneficial Interest in the Trust shall be required for the following:

(i) the abandonment of the condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;

(ii) the partition or subdivision of any Unit or of the Common Areas and Facilities;

(iii) a change in the beneficial interest of any individual Unit;

(iv) to add or amend any material provisions of the Master Deed or Condominium Trust which establish, provide for, govern or regulate any of the following:

a) Voting;

b) Assessments, assessment liens or subordination of such liens;

c) Reserves for maintenance, repair and replacement of the common areas;

d) Insurance or Fidelity Bonds;

e) Rights to use of the common areas;

f) Responsibility for maintenance and repair of the several portions of the project;

g) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;

h) Boundaries of any unit;

i) The interests in the common areas;

j) Convertibility of units into common areas or of common areas into units;

k) Leasing of Units;

l) Imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her unit estate;

m) 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 that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustee for approval of any addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the provisions of Article VI, Section 6.4 of the Trust.

Notice is hereby given that the Sale of the property is subject to certain restrictions if the mortgage holder is MHFA. The Unit Deed Rider containing said restrictions is attached hereto and made a part hereof as "Exhibit D."

The Grantor intends that the provisions of this Master Deed shall comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) and Massachusetts Housing Finance Agency (MHFA) with respect to condominium loans, and, except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 18. may not be amended or rescinded without the written consent of all First Mortgagees with the exception of those amendments necessary to keep the Master Deed or Condominium Trust in compliance with the requirements of FHLMC, FNMA and MHFA, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex North District Registry of Deeds.

19. Conflicting Provisions. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

- (a) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- (b) In the event of a conflict between any numerical voting requirements for action set forth in Section 18. hereof and any other such requirements for action set forth in any provision of this Master Deed of the Condominium Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

(c) In the event of any conflict other than as set forth in subparagraph (b) above between the provisions of Section 18. hereof and any other provisions of this Master Deed or the Condominium Trust, the provisions of Section 18. shall control.

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

21. 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.

22. 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 nor the intent of any provision hereof.

23. Chapter 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto, which are specifically made retroactive in application. In all respects not specified in this Master Deed or in the Declaration of Trust of the Condominium, and the By-Laws set forth herein, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

24. Duration. The Condominium hereby crated shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of seventy-five (75%) percent in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting; provided, further, that the holders of mortgages of record on Units which have 75% or more of the beneficial interest, in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Middlesex North District Registry of Deeds. To

the extent permissible under said Chapter 183A, no instrument of removal pursuant to this section shall be effective without the written consent of Grantor and his successors and assigns.

25. Assignment Rights of Grantor. Grantor, by deed or by separate direct collateral assignment, shall be entitled to assign any and all of their rights and reserved rights hereunder and under the Trust, at any time and from time to time, and any person, trust or entity including, without limitation, the Condominium Trust, as may be determined by Grantor in their sole discretion.

WITNESS the execution hereof under seal this ^{1st} day of ~~May~~ ^{May}, 1991.

Gettysburg Realty Trust

Richard J. Sughrue Jr.
Richard J. Sughrue, Trustee

Clara M. Sughrue Jr.
Clara M. Sughrue, Trustee

COMMONWEALTH OF MASSACHUSETTS
Essex, ss

May 1, 1991

Then personally appeared the above-named Richard J. Sughrue and Clara M. Sughrue, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

William P. Stack
WILLIAM P. STACK
Notary Public
Comm. expires: *4/29/94*

Exhibit A

Premises to be Submitted:

The land, with all improvements thereon, located in Tewksbury, Middlesex County, MA, being shown as "Lot 2" on that plan entitled:

"Definitive Subdivision Plan, Pleasant Street, Tewksbury, Massachusetts, Prepared for Gerald Roper, Pleasant Street, Tewksbury, Massachusetts 01876, August 5, 1987, Scale: 1"=40'"

prepared by Cuoco & Cormier, Inc., and recorded with Middlesex North District Registry of Deeds Plan Book 173, Plan 44.

Together with the benefit of and subject to the provisions of all easements and restrictions of record, insofar as the same may be in effect and applicable.

For title, reference is made to deed of Roper et ux, dated August 15, 1990, recorded with said Middlesex North Deeds at Book 5310, Page 159.

Exhibit B

Unit Descriptions

<u>Building No.</u>	<u>Unit No.</u>	<u>Number of Rooms (1)</u>	<u>Approximate Area in Square Feet</u>
1	1	4	1900 s.f.
1	2	4	1900 s.f.
1	3	4	1900 s.f.
1	4	4	1900 s.f.
1	5	4	1900 s.f.
1	6	4	1900 s.f.
1	7	4	1900 s.f.
1	8	4	1900 s.f.
1	9	4	1900 s.f.
2	10	4	1900 s.f.
2	11	4	1900 s.f.
2	12	4	1900 s.f.
2	13	4	1900 s.f.
2	14	4	1900 s.f.
2	15	4	1900 s.f.
2	16	4	1900 s.f.
2	17	4	1900 s.f.
2	18	4	1900 s.f.
2	19	4	1900 s.f.
2	20	4	1900 s.f.
2	21	4	1900 s.f.

(1) The phrase "Number of Rooms" does not include baths, closets, entryways, hallways, or basement area.

Exhibit C

Percentage Interest - Units

Pursuant to the terms of the Master Deed, and in accordance with the provisions of Massachusetts General Laws Chapter 183A, as amended, each Unit of Gettysburg Commons Condominium is allocated an equal undivided interest in the Common Areas and Facilities of the project.

Each Unit has a street address at 100 Pleasant Street, Tewksbury, MA 01876.

Each Unit has immediate access to Common Areas and adjacent land, which terms shall be deemed to include roads, driveways, walkways, yards and parking areas adjacent to the Buildings of the Condominium. In addition to said adjacent land, as herein defined, all Units have access to front steps or common landings connecting the Units to the outside.

EXECUTIVE
OFFICE OF
COMMUNITIES &
DEVELOPMENT

3 0 5 5 1 6 P 2 3 3

Exhibit D



Michael S. Dukakis, Governor
Amy S. Anthony, Secretary

HOMEOWNERSHIP OPPORTUNITY PROGRAM

Deed Rider

(attached to and made a part of in that certain deed
from _____ ("Grantor")
to _____ ("Grantee")
dated _____, 19__.)

WITNESSETH

WHEREAS, the Massachusetts Housing Partnership Fund Board, established pursuant to Chapter 405 of the Acts and Resolves of 1985 ("MHP"), has established the Homeownership Opportunity Program ("HOP Program") to provide programs designed to produce housing for low and moderate income households and to broaden opportunities for homeownership for such households;

WHEREAS, the Executive Office of Communities and Development, an executive office duly organized and existing pursuant to Chapter 6A of the General Laws of the Commonwealth of Massachusetts, acting by and through the Department of Community Affairs pursuant to Chapter 23B of the General Laws of the Commonwealth of Massachusetts (collectively, "EOCD"), recognizes that there exists a housing shortage in the Commonwealth of Massachusetts;

WHEREAS, MHP, by a vote at a duly called meeting of the MHP Board, has authorized EOCD to implement, administer, and expend funds in furtherance of the HOP Program;

WHEREAS, EOCD, in furtherance of this public purpose, will provide eligible purchasers the opportunity to purchase certain property at a discount of the property's appraised value if the purchaser agrees to convey the property on resale to another eligible home purchaser for an amount equal to the appraised value of the property, as determined by EOCD, multiplied by the applicable Discount Rate (as herein-after defined) ("Maximum Resale Price"); and

Office of the Secretary
100 Cambridge Street, Room 1404
Boston, Massachusetts 02202
(617) 727-7765

DR-1

06/87

WHEREAS, the Grantor and the Grantee are participating in the HOP Program, and in accordance with the HOP Program the Grantor is conveying that certain real property more particularly described in the deed ("Property") to the Grantee at a consideration which is ___% ("Discount Rate") below the appraised value of the Property as determined by EOCB;

NOW THEREFORE, as further consideration from the Grantee to the Grantor for the conveyance of the Property at the Discount Rate in accordance with the HOP Program, the Grantee, its heirs, successors and assigns, hereby agrees that the Property shall be subject to the following restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor's agent and designee, the Secretary of the Executive Office of Communities and Development, or its successors, assigns, agents and designees ("Secretary").

1. Right of First Refusal: When the Grantee or any successor in title to the Grantee shall desire to sell, dispose or otherwise convey the Property, or any portion thereof, the Grantee shall notify the Secretary in writing of the Grantee's intention to so convey the Property ("Notice"). The Notice shall contain an appraisal of the Property acceptable to the Secretary prepared by a real estate appraiser acceptable to the Secretary and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, and the Notice shall set forth the Discount Rate and the Maximum Resale Price of the Property. Within thirty (30) days of the Secretary's receipt of the Notice, the Secretary shall notify the Grantee in writing as to whether the Secretary shall exercise its right of first refusal to purchase the Property and/or is proceeding to locate an eligible purchaser of the Property. For the purposes of this Rider, an "eligible purchaser" shall mean a purchaser who satisfies the criteria set forth in the HOP Program guidelines in effect at the time the Secretary locates such purchaser, and who is ready and willing to purchase the Property within a reasonable time after the Secretary notifies the Grantee that the Secretary has located said purchaser.

In the event the Secretary notifies the Grantee that the Secretary does not intend to exercise its right of first refusal and/or proceed to locate an eligible purchaser, or if the Secretary fails to notify the Grantee within said thirty (30) day period, the Grantee may convey the Property to any third party free of all restrictions set forth herein, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Secretary. Upon receipt of this excess amount, if any, the Secretary shall issue to the third party a certificate in recordable form indicating the Secretary's receipt of the excess amount and stating that the Secretary releases and waives its right of first refusal hereunder and all restrictions set forth in this Rider shall be null and void. This certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate registry of the Land Court and such certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that this excess amount has been paid to the Secretary and that the restrictions and covenants set forth herein are null and void.

In the event the Secretary, within said thirty (30) day period, notifies the Grantee of the Secretary's intention to exercise the Secretary's right of first refusal and/or locate an eligible purchaser, the Secretary may, within ninety (90) days of the date of the Secretary's Notice to the Grantee, elect to purchase the Property itself subject to the restrictions herein contained and at the Maximum Resale Price or locate an eligible purchaser to purchase the Property subject to the restrictions herein contained and at the Maximum Resale Price. (The Grantee may also locate an eligible purchaser within said ninety (90) day period and submit such eligible purchaser to the Secretary in writing.) If more than one eligible purchaser is located, the Secretary shall conduct a lottery or other like procedure in the Secretary's sole discretion to determine which eligible purchaser shall be entitled to the conveyance of the Property at the Maximum Resale Price, subject to the restrictions set forth in this Rider.

If an eligible purchaser is located or the Secretary elects to purchase the Property within said ninety (90) day period, the Property shall be conveyed to said eligible purchaser or the Secretary subject to the terms and restrictions set forth herein. If the Secretary and the Grantee fail to locate an eligible purchaser within the ninety (90) day period or the Secretary fails to notify the Grantee as to whether an eligible purchaser has been located, and the Secretary elects not to purchase the Property, the Grantee may convey the Property to any third party free and clear of all restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Secretary. Upon receipt of this excess amount, if any, the Secretary shall issue to the third party a certificate in recordable form indicating the Secretary's receipt of the excess amount and indicating that all restrictions contained herein have been released by the Secretary. This certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate registry of the Land Court and such certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that the excess amount has been paid to the Secretary and that the restrictions and covenants set forth herein are null and void.

Failure to record the certificate provided in this Paragraph 1 shall not affect the validity of such conveyance, but the restrictions herein contained shall not be released unless such certificate is recorded.

2. Resale and Transfer Restrictions: Except as otherwise stated herein, the Property or any interest therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the eligible purchaser (as located and defined in accordance with Paragraph 1 above) to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property determined as of a date not later than the date of transfer or conveyance of title to the Property.

(a) No conveyance, sale or transfer to an eligible purchaser (as located in accordance with Paragraph 1 above) shall be valid and be deemed in accordance with the terms of this Rider and the HOP Program unless a certificate is obtained and recorded, signed and acknowledged by the Secretary or its agent or designee which refers to the Property, the Grantee thereof, the eligible purchaser thereof, and the Maximum Resale Price therefor, and states either that: (i) the proposed conveyance, sale or transfer of the Property to the eligible purchaser is in compliance with the restrictions contained in this Rider if the Property is conveyed at its Maximum Resale Price; or (ii) the Secretary waives the right to enforce the restrictions set forth herein or any of them in connection with the proposed conveyance, sale or transfer.

Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a certificate of the type referred to in this Deed and Rider referring to the Property as conclusive evidence of the matters stated therein and may record such certificate in connection with conveyance of the Property, provided, in the case of a certificate under 2(a)(i) above, the consideration recited in the deed or other instrument conveying the Property shall not be greater than the consideration stated in the certificate.

Within ten (10) days of the closing of the conveyance of the Property, the Grantee shall deliver to the Secretary a true and certified copy of the deed of the Property as recorded, together with information as to the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

3. Rights of Mortgagees: Notwithstanding anything herein to the contrary, if the holder (other than the Grantor or its designee) of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, the restrictions and covenants herein contained shall not apply to such holder upon such acquisition of the Property, any purchaser (other than the Grantor or its designee) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than the Grantor or its designee) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such restrictions.

In the event such holder, the Grantor or the Grantor's designee conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Grantor or its designee in consideration of the loss of the value and

benefit of the restrictions and covenants herein contained held by the Grantor and released by the Grantor pursuant to this paragraph in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Grantor or its designee by such holder, the Grantor shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the maker of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Grantor or its designee in accordance herewith, provided that such holder shall give the Grantor prompt notice of any such claim and shall not object to intervention by the Grantor in any proceeding relating thereto). To the extent the Grantee possesses any interest in any amount payable to the Grantor under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Grantor.

4. Covenants to Run With the Property: The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Secretary, the Secretary's agents, successors, designees and assigns the right of first refusal set forth herein, and the right to enforce the restrictions set forth in this Rider. The Grantor and the Grantee hereby grant to the Secretary the right to enter upon the premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the premises which the Secretary may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions. The rights hereby granted to the Secretary shall be in addition to and not in limitation of any other rights and remedies available to the Grantor or the Secretary for enforcement of the restrictions set forth in this Rider. It is intended and agreed that the agreements, covenants and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Secretary, the Secretary's agents, successors, designees and assigns for a period of 40 years from the date of the recording of this Deed and Rider.

Without limitation on any other rights or remedies of the Grantor and Secretary, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Rider in the absence of a certificate from the Secretary approving such sale, transfer or conveyance as provided hereinabove or waiving the restrictions set forth herein, shall, to the maximum extent permitted by law, be voidable by the Secretary, the Secretary's agents, successors, designees or assigns by suit in equity to enforce such restrictions.

5. Notice: Any notices, demands or requests that may be given under this Rider shall be sufficiently served if given in writing and by hand delivered or posted in the United States mail by registered or certified mail, addressed to the Grantor and Grantee at the addresses written above, or if addressed to the Secretary at the Executive Office of Communities and Development, 100 Cambridge Street, Boston, Massachusetts 02202, or such other addresses as may be specified by either party by such notice.

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6. Further Assurances: The Grantee agrees from time to time, as may be reasonably required by the Secretary, to furnish the Secretary a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other information pertaining to the Property or the Grantee's eligibility for and conformance with the HOZ Program.

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