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AMENDED AND RESTATED
MASTER DEED
EMERALD COURT CONDOMINIUM
An Age-Restricted Community



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MASTER DEED
OF
EMERALD COURT CONDOMINIUM
An Age-Restricted Community

The undersigned Declarant (as hereinafter defined), being the sole owner of the land off Court Street, Tewksbury, Middlesex County, Massachusetts 01876 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 The EMERALD COURT CONDOMINIUM TRUST:

STONEWOOD shall mean Stonewood, LLC, a Massachusetts limited liability company with a principal office address of 36 Hillman Street Unit 1, Tewksbury, MA 01876, Massachusetts and its successors and assigns (except as otherwise limited as set forth in the definition of "Successors and Assigns" hereinbelow).

IL Land shall mean the land designated as "IL Land" on the Plan and being generally shown as Phases 1-21 inclusive on the Condominium Site Plan.

IL Units, also known as "Villa Home Unit(s)" shall mean a Unit which is constructed on IL Land.

ILC Land shall mean the land designated as "ILC Land" on the Plan and being generally shown as Phases 22-24 inclusive on the Condominium Site Plan.

Independent Living Congregate Unit of ILC Unit also known as a "Garden Style" Unit shall mean a Unit intended exclusively for residential use in the multiunit buildings labeled "Independent Congregate Living Unit" on the Plan and constructed on the ILC Land.

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 STONEWOOD, LLC and its successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

EUA shall mean an "Exclusive Use Area," as defined in Sections 5 (c), 6 and 7 (b) herein.

Limited Common Area shall mean "Limited Common Areas and Facilities" as defined in the Act; to wit: a portion of the Common Areas and Facilities for the exclusive use of one or more but fewer than all of the units.

Assisted Living Unit Land shall mean the land designated as "Assisted Living Unit" on the Plan and being generally shown as Phase 25 on the Condominium Site Plan.

Assisted Living Unit shall mean the Unit labeled "Assisted Living Unit" on the plan and constructed on the Assisted Living Unit Land. The Assisted Living Unit includes the entire Assisted Living Building, and is more specifically described and defined herein.

Owner shall have the same meaning as the term "Unit Owner" in Section 1 of the Act without regard to whether the Unit is a Villa Home Unit, Independent Living Congregate Unit or the Assisted Living Unit.

Plan shall mean a plan of land entitled "Map 48 Lot 79 Condo Phase Plan Emerald Court, Court Street Tewksbury, Massachusetts" dated November 19, 2003, revised 1/5/4 and attached hereto as Exhibit X.

Successors and Assigns shall mean the successors and assigns of STONEWOOD, 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 STONEWOOD, unless such deed, mortgage or other instrument, referring specifically to this Section 1A of this Master Deed, so states.

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

The Condominium shall mean the Condominium created by this Master Deed.

The Condominium Trust shall mean EMERALD COURT CONDOMINIUM TRUST, the Unit Owners' organization formed pursuant to the Act.

Unit shall mean a Condominium Unit as that term is defined in Section 1 of the Act. A Unit may be a Villa Home Unit, Independent Living Congregate Unit or the Assisted Living Unit.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof. Paragraph 19 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 (except as in said paragraph 19 already granted) 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 19 also describes certain limitations on the Declarant's said rights to add additional land, additional phases and additional Units.

C. RESERVED

D. Development Rights

- (i) The term "Development Rights" as used herein shall mean the right and easement of STONEWOOD or its Successors or Assigns to add buildings and/or Units to the Condominium, including but not limited to Declarant's rights and easements set forth in paragraph 19 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 STONEWOOD, 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) the decision of the Tewksbury Planning Board in the Community Development Special Permit recorded at the Middlesex North District Registry of Deeds at Book 12961, page 233 and the Site Plan Special Permit recorded at said Registry of Deeds at Book 12961, page 243, and the Use Special Permit recorded at said Registry of Deeds at Book 12961, page 252, as amended by the Amended Decision recorded at said Registry of Deeds at Book 12961, page 252 at page 261, and the Local Permit issued by the Conservation Commission and the Order of Conditions recorded at said Registry of Deeds at Book 13007, page 135 (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 "EMERALD COURT CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium").

3. Description of Land

The land upon which the building(s) and improvements are situated is described in Exhibit A attached hereto and made a part hereof.

4. Description of Buildings

The building(s) (hereinafter the "building or building(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 additional phase(s) are added to the Condominium pursuant to paragraph 19 hereof.

5. Designation of the Villa Home Unit and Its Boundaries

- (a) There will be not more than Ninety-Three (93) Villa Home Unit(s), each being a detached or attached single-family dwelling located on the IL Land each being a Villa Home Unit. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each of the Villa Home Units are set forth in Exhibit C, attached

hereto, and as shown on the site and floor plans of the Condominium, recorded herewith or to be recorded with Amendments hereto. The said floor plans show the layout, locations, numbers and dimensions of the Units as built, indicate that the buildings are collectively named "EMERALD COURT CONDOMINIUM" and otherwise have no name, and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of the Act.

- (b) If and when the Declarant and/or Development Rights Grantee adds additional phase(s) to the Condominium pursuant to its reserved rights under paragraph 19 hereof, it shall amend Exhibit C attached 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 phase(s) from those boundaries described in this paragraph 5. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant/Development Rights Grantee shall record floor plans showing the building(s) and Unit(s) forming part thereof.
- (c) Villa Home Units: Each Villa Home Unit shall be a single family free-standing dwelling house or single family attached dwelling house and shall have the exclusive use of Yard Area, parking spaces, walkways, driveways, decks, porches and entryways exclusively servicing that Unit. These Exclusive Use Areas which are part of the Limited Common Area of the condominium are sometimes referred to herein as EUAs. The boundaries of each of the Villa Home Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Concrete Floors: The plane of the upper surface of the concrete basement floor slab.
 - (ii) 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.
 - (iii) Roofs or Upper Boundaries: The plane of the unfinished interior surface of the attic roof rafters.
 - (iv) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or, in the case of concrete walls, the interior surface of the concrete walls facing the Unit; as to exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass. As to the interior building walls between units, the plane of the interior surface of the wall studs facing each unit.
 - (v) Garage: As to the garage portion of each unit, the plane of the upper surface of the concrete floor slab, the plane of the lower surface of the

interior surface of roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the garage; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

- (d) All 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, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Board of the Villa Homes Units Group ("VH")(see paragraph 5.4.9 of the Condominium Trust recorded herewith). Each Villa Home Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Villa Home Unit or which are situated in, on or within the EUA set aside for the exclusive use of said Villa Home Unit.
- (e) All Common Area located on the IL Land and near or attached to each Villa Home Unit specifically including, but not limited to, the roof, perimeter or exterior walls, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks and all parts of the structure shall not be part of the Villa Home Unit, but shall be Limited Common Area, all or a portion of which is designated as Exclusive Use Area for the benefit of the Villa Home Unit to which it is attached or which it solely serves. The maintenance and upkeep of the Limited Common Areas shall be allocated to all Villa Home Units, notwithstanding that a given Villa Home Unit has exclusive rights to use all or some of these areas;
- (f) The Trustee(s) of the Villa Home Units Group of the Emerald Court Condominium Trust shall be obligated to maintain, repair and replace the Limited Common Area and improvements relative to the Villa Home Units, but at the expense only of the Owners of Units in the Villa Home Units Group. Each Unit Owner of a Villa Home Unit shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of their Unit bears to the undivided interest in the Common Area of all Villa Home Units, and all such expenses shall be assessed as Villa Home Units Group Common Expenses as provided for in section 5.4.9 of the EMERALD COURT CONDOMINIUM TRUST. Thus, the maintenance, repair, and replacement of all Limited Common Area improvements in and appurtenant to the Villa Home Units shall be the financial responsibility of the Villa Home Units Group but not of the Independent Living Congregate Units Group or the Assisted Living Group.

- (g) All Villa Home Units are heated by means of separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Villa Home Unit, are a part of the Unit which it serves.
- (h) Each Villa Home Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Villa Home Unit, which exclusively serve that Villa Home Unit.
- (i) Each Villa Home Unit shall have as appurtenant thereto the right and easement to use, in common with all the Villa Home Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways or Common Land shown on the Plan herein referred to, or in or through EUA's.
- (j) Each Villa Home Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Villa Homes Exclusive Use Areas" and are further described in paragraph 10 hereof.
- (k) Each Villa Home Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in common with the other Villa Home Units in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.

6. Designation of Independent Living Congregate Units and Its Boundaries: (a) The Declarant shall have the right and easement to construct not more than eighty-seven (87) Independent Living Congregate Units and shall add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The ILC Units will be in one or more buildings, and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as "ILC Land" subject to the terms and provisions of paragraph 6(e) below. The boundaries of each such Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (i) Floors: The upper surface of the subflooring;
- (ii) Ceilings: With respect to all Units except top-floor Units, the bottom-most surface of the floor beams and other structural members appurtenant to such floor beams of the floor above. With respect to top-floor Units, the plane of the bottom-most surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) Exterior and Interior Walls: The plane of the surface of the wall studs facing the interior of the Unit, or at the option of the Declarant, an imaginary line running through the center of the demising wall;

- (iv) Pipe Chases or Other Enclosures concealing pipes, wires or conduits within a Unit are part of that Unit but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit are part of the Common Area. At the option of the Declarant, such pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit shall be Limited Common Areas to be shared by the owners of Units within the building in which the same are located, and the Owners of the Units served by such pipes, wires or conduits shall share the costs of maintenance, repair and replacement of same; and
- (v) Doors and Windows: Included within a Unit are all windows (including all plate-glass windows) and all doors which open from the Unit expressly including interior and exterior doors (including the glass in all interior and exterior doors).

To the extent ILC Units are heated by means of a separate heating, ventilating and air conditioning system which serve only that unit, all portions of which whether located within or without the ILC Unit, are a part of the ILC Unit which it serves.

Each ILC Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said ILC Unit, which exclusively serve the ILC Unit.

- (b) All Common Area located in the ILC Buildings specifically including, but not limited to the footings, foundation, roof, and all parts of the structure, plantings, driveways, parking areas, decks, patios, stairs and landings, if any, walks shall be Limited Common Area allocated to all of the Independent Living Congregate Units in the ILC Buildings. Without limiting the generality of the previous sentence, Limited Common Area in the ILC Building(s) shall include but not be limited to all structural parts of the ILC Building(s), including but not limited to footings and foundations, and all structural columns, lintels, girders, beams, joists and support. Limited Common Area shall also include installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Independent Living Congregate Unit. Such equipment and installations servicing a single Independent Living Congregate Unit, whether located in whole or in part within, or without such Independent Living Congregate Unit, are a part of the Independent Living Congregate Unit which it services and are not a part of the Limited Common Area; and
- (c) Notwithstanding anything to the contrary in this Master Deed or in EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereto, the Trustee(s) of the Independent Living Congregate Units Group who are

owners of Independent Living Congregate Units in the ILC Buildings, or who are designees of Owners in the ILC Buildings, shall have the right and easement to allow owners and occupants of other Units, and members of the general public, to use any portion of the Limited Common Areas in or appurtenant to the ILC Building.

- (d) The Trustee(s) of the Independent Living Congregate Units Group of the EMERALD COURT CONDOMINIUM TRUST shall be obligated to maintain, repair and replace the Limited Common Area in the ILC Buildings, but at the expense only of the Owners of Units in the ILC Buildings. Each Independent Living Congregate Unit Owner in the ILC Buildings shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of its Independent Living Congregate Unit bears to the undivided interest in the Common Area of all Units in the ILC Building, and all such expenses shall be assessed as Common Expenses. Thus, all maintenance, repair and replacement of all items in the ILC Buildings shall be the financial responsibility of all of the Independent Living Congregate Unit Owners, (but not the responsibility of any Owners of Villa Home Units or the Owner of the Assisted Living Unit).
- (e) It is anticipated that a Club House or Community Amenities may be constructed in certain portions of the ILC Buildings, Notwithstanding anything to the contrary in this Master Deed or in the EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereto, once constructed, the Club House Facility, access thereto and all utilities and rights necessary or convenient in connection therewith, shall be part of the Common Area of the Condominium, open to use by Owners and lawful occupants of all Units. The obligation to maintain, repair and replace the Club House Facility and all expenses associated therewith, shall be treated as Common Expenses and assessed in that manner. The Club House Facility shall be excluded from the ILC Limited Common Area and shall be deemed to be a Common Area of the Condominium for all purposes.

7. The Assisted Living Unit and Its Boundaries: The Declarant shall have the right and easement to construct one (1) Assisted Living Unit containing not more than ninety-six (96) separate dwelling areas and shall add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (a) The Assisted Living Unit shall be a free-standing building and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as a separate area bearing the designation "Assisted Living Land" as set forth in paragraph 10 hereof, upon which the Assisted Living Unit is situated. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:



- (i) Concrete Floors: The plane of the lower surface of the concrete basement floor slab.
 - (ii) Stone, Brick, and/or Concrete Walls: The plane of the exterior finished surface of the concrete walls and the exterior finished surface of any stone or brick walls.
 - (iii) Roofs or Upper Boundaries: The plane of the exterior surface of roof shingles.
 - (iv) Walls, Doors and Windows: As to walls, the plane of the exterior finished surface of the exterior walls; as to entrance doors, door frames and window frames and the windows, the exterior finished surfaces thereof.
- (b) The Assisted Living Unit includes the roof, foundation, structural columns, girders, beams, supports, perimeter or exterior walls, concrete or wood floor slabs, window frames, door frames, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within the Assisted Living Unit or which are situated in, on or within the EUA set aside for the exclusive use of the Assisted Living Unit.
- (c) The Assisted Unit is heated by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Assisted Living Unit, are a part of the Assisted Living Unit.
- (d) The Assisted Living Unit includes the ownership of all utility installations (including but not limited to hot water heaters) contained therein or on the EUA set aside for the exclusive use of the Assisted Living Unit, which exclusively serve the Assisted Living Unit.
- (e) The Assisted Living Unit shall have as appurtenant thereto the right and easement to use all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the common areas and facilities, or other EUA's.
- (f) The Assisted Living Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Assisted Unit Land" on the Plan.
- (g) The Assisted Living Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in



common with other Units in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.

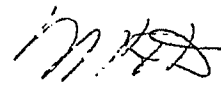
- (h) The Assisted Living Unit includes all portions thereof, specifically including both structural and non-structural portions. No part of the Assisted Living Unit shall be a part of the Common Areas and Facilities.
- (i) Notwithstanding anything to the contrary in this Master Deed or in the Declaration of the EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereof, the Owner of the Assisted Living Unit shall have the right and easement to allow Owners and occupants of other Units, and members of the general public to use any facilities located in or appurtenant to the Assisted Living Unit at any time and from time to time.

8. Common Areas and Facilities

The Common Areas and Facilities of the Condominium shall consist of the land described in paragraph 3 hereof, including all improvements located thereon other than the Units, subject to easements and rights of certain Unit Owners to areas as set forth in paragraph 10 hereof. 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.
- (b) The Sewer Connection System, which is hereby defined as follows: all pipes, 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 and excepting same that are contained or located within an EUA and/or Limited Common Areas.
- (c) The lawns, plants, shrubbery, 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, stairways and lighting fixtures to the extent that any of the foregoing are not situated within an EUA and/or Limited Common Areas.
- (d) The parking spaces on the Condominium Land, excepting same that are contained or located within an EUA and/or Limited Common Areas.
- (e) Any recreational facilities on the premises of the Condominium not situated within an EUA and/or Limited Common Areas.

- (f) All other elements and features of the Condominium Land, however designated or described, excepting only the Units and all other elements or property situated within an EUA and/or Limited Common Areas as herein defined and described, and all other items, listed as Common Areas and Facilities in Section 1 of the Act, and located on the Condominium Land and not referred to herein.
- (g) Ownership of the fee in all streets and ways shown on the Plan shall be part of the Common Areas and Facilities. 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.
- (h) The Common Areas and Facilities shall be subject to the provisions of the By-laws of the Condominium Trust, and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- (i) With respect to parking spaces not located within an EUA and/or Limited Common Areas, 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 By-laws and Rules and Regulations of the Condominium Trust.
- (j) 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 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.
- (k) 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.
- (l) 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 not a part of an EUA and/or Limited Common Areas 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.

- (m) In the event that the drainage system or part thereof outside of the roadway right-of-way for any reason deteriorates to the extent that it is not reasonably suitable for the purposes originally intended, and no longer has the capacity to handle storm water run-off at its intended rate, the Town, acting by its Highway Superintendent shall have the right to enter the property and perform emergency repairs in said drainage rights-of-way and/or structures. The costs and expenses for the performance of said repairs shall be borne by the Condominium Trust, and the Condominium Trust shall be responsible for the maintenance of said drainage easements as they traverse over the common land.
- (n) 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.
- (o) Subject to the exclusive use provisions of paragraph 10 hereof, the restrictions set forth in paragraph 11 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.

9. Percentage Ownership Interest in Common Areas and Facilities

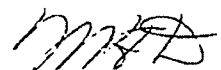
The percentage ownership of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed. 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 19 hereof.

10. Exclusive Use Areas; Limited Common Areas

The following portions of the Common Areas and Facilities are hereby designated as Exclusive Use Areas (EUA's) and/or Limited Common Areas for the exclusive use of each Villa Home Unit, the Assisted Living Unit, or the ILC Units as herein described:



- (a) Each Villa Home Unit and the Assisted Living Unit shall have the exclusive right and easement for the use of the immediately surrounding Condominium Land being shown as Exclusive Use Area (EUA) and/or Limited Common Areas, all as shown on the Plan or as added by Amendment and, in each instance, upon which such Unit is situated.
- (b) Each Villa Home Unit shall have the exclusive right and easement to use the parking areas serving that Villa Home Unit, as well as, the Villa Home Unit decks, patios, stairs, walkways and landings which are attached to said Villa Home Unit. The Villa Home Units Group shall have the responsibility for upkeep and maintenance of such areas;
- (c) The Assisted Living Group shall have the responsibility for the upkeep and maintenance of all entrances, patios, decks, landings, walks, stairs, driveways, parking areas, lawns, plantings, shrubs, recreational facilities, conduits, ducts, pipes, flues, wires, meter area and other installations and facilities of every kind and description being situated in, on or upon the Assisted Unit Land, being the Assisted Living Unit's Exclusive Use Area and/or Limited Common Areas servicing said Assisted Living Unit, as well as the exterior of said Assisted Living Unit, including the roof thereof, and to the extent allowed by law, said elements shall constitute and be (a) a part of the Assisted Living Unit, and (b) property belonging to the Owner of the Assisted Living Unit.
- (d) The Independent Living Congregate Units Group shall have the exclusive right and easement for the use of so much of the Condominium Land being shown as ILC Land on the Plan referred to above or as added by Amendment and upon which such Independent Living Congregate Units and parking are situated. The Independent Living Congregate Units Group shall have the responsibility for upkeep and maintenance of the Independent Living Congregate Units Exclusive Use Area and/or Limited Common Area. The EUA and/or Limited Common Area designated on the Plan as the "ILC Land" shall be Limited Common Area appurtenant to all Independent Living Congregated Units and the Independent Living Congregate Units shall have the exclusive right and easement to use the driveway, parking areas and garages so designated on the Plan.
- (e) Each Villa Home Unit shall have the exclusive right and easement to use the yard area ("Yard Area") appurtenant to each Villa Home Unit, as more particularly shown on the Site Plan recorded herewith or to be recorded with any Amendment hereto adding additional Villa Home Units to the Condominium. Each Villa Home Unit Owner shall not make any modifications or improvements to the Yard Area. The upkeep and maintenance of the Yard Area will remain the responsibility of the Villa Home Units Group.



11. Purpose and Restrictions on Use

11-1: The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Villa Home Unit and ILC Unit shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Tewksbury Zoning By-Laws) and for no other use.
- (b) The Owner of any Villa Home Unit may at any time and from time to time add to or modify, remove or replace said Unit, provided however, that (i) no such addition, modification, removal, replacement or any other exterior work on any Unit shall be performed without the prior written approval in each instance of the Trustees and (ii) any and all work with respect to any addition, modification, removal, replacement, installation or other improvements, shall not constitute an adverse impact upon nor an increase in the real or calculated discharge into the Sewer System. Notwithstanding the foregoing, the Owner proposing to do any such work shall notify the Condominium Trustees and the DEP Division of Water Pollution Control, or any successors thereof, in writing, by certified mail, return receipt requested, detailing in narrative form the proposed work to be done, not less than sixty (60) days prior to the commencement thereof.
- (c) The Assisted Living Unit may be used for all purposes permitted by the Tewksbury Zoning By-Law.
- (d) Pets shall be permitted in the Assisted Living Unit subject to such restrictions as the Owner of the Assisted Living Unit may promulgate.

The following subsections (e) through (r) shall apply to Units other than the Assisted Living Unit:

- (e) 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 by virtue of this sub-paragraph 11(e) 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, licensees 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 11(e).
- (f) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to 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.
- (g) No noxious or offensive activity shall be carried on or upon any Common Area, Limited Common Area, Exclusive Use Area or in any Unit.
- (h) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description 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, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any owner of a Villa Home Unit or Independent Living Congregate Unit during such time as such Unit is occupied. Only one dog or one cat is permitted per Unit. No pet may exceed thirty-five (35) pounds. 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 or damage property of any Unit Owner or occupant.
- (i) No trailer or Recreational Vehicle (RV) shall be stored or parked and no tent, shack or barn shall be erected at any time on an Exclusive Use Area or in the Common Areas.
- (j) In the event of destruction of a Villa Home Unit by fire or other casualty, the replacement Unit shall be at least equal in size to the original Villa Home Unit.
- (k) No garage (other than the Independent Living Congregate Unit Garage and garages which are a part of Villa Home Units), porch, bay window, terrace, fence,

garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on an EUA appurtenant to a Unit without the express written consent of the Trustees.

- (l) No signs, whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Unit or EUA appurtenant to a Unit, except for by the Declarant or any Development Rights Grantee.
- (m) Garages attached to Villa Home Units ("Unit Garages") may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Unit Garage in which the same are used (except when actually being transported). Unit Garages shall not be used for human habitation, nor shall Unit Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.
- (n) No above-ground or in-ground swimming pool shall be installed.
- (o) Except as may be provided by law, 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.
- (p) Rebuilding, replacements, additions, alterations and improvements to Units and EUA's shall be subject to the provisions of the Condominium Trust. No Unit, building or structure of any description (including fences, walls and similar structures) shall be constructed, placed or maintained on any EUA or Limited Common Area, nor shall the exterior of any Unit, building or structure be added to or altered, without the prior written approval of the Trustees of the Condominium Trust with respect to the exterior size, design, location on the EUA or Limited Common Area, building materials and color scheme of the proposed construction as set forth in the Condominium Trust. A written instrument duly executed on behalf of the Trustees of the Condominium Trust and recorded with said deeds shall be conclusive evidence of compliance with any covenant or restriction contained herein to the extent stated in said instrument as of the date thereof.
- (q) No fence, wall or similar structure standing more than four (4) feet above the ground immediately beneath it shall be erected, place or maintained on an EUA or

Limited Common Area appurtenant to a Unit. No fence, wall or similar structure standing more than six (6) feet above the ground immediately beneath it shall be erected, placed or maintained on any portion of an EUA appurtenant to a Unit. No chain link fence shall be erected, placed or maintained on any portion of an EUA.

- (r) Any permitted or approved exterior construction or work on a structure on an EUA appurtenant to a Unit shall be completed within eight (8) months of the commencement of such construction or work (including landscaping and any driveway work) and, if approved pursuant to subsection (p) hereof, shall be performed in conformity with the provisions of the Condominium Trust. No exterior, window, or "through the wall" air conditioner shall be placed or maintained in the front of any structure on an EUA appurtenant to a Unit.
- (s) The Condominium Trustees have specific authority to review and approve decoration activities with respect to a Unit which involves or impacts the Common Areas and Facilities. Stringed lights used for holiday decorations and mounted on the exterior of any Unit or EUA or on the interior around any door(s) and/or window(s) and intended to be visible from the exterior shall be white lights only. Electric or battery powered window sill candles visible or intended to be visible from the exterior of any Unit shall have only white light bulbs.

Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph 11, except such as occur during his or her ownership of a Unit.

11-2: Occupancy Age Restrictions

(a) Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying occupant"). Children under the age of 18 may not reside in a unit for more than 90 days in any nine (9)-month period. One hundred percent (100%) of the units shall be occupied by means of fee simple owners, and/or lease agreement, by persons who have attained the age of fifty-five (55) or older, unless the spouse of such person age 55 or older is under 55, and/or such person who has attained the age of 55 or older has sole or joint custody of a person under the age of 55.

(b) The Condominium Trust shall publish and adhere to policies and procedures that demonstrate the intent and adhere to the provisions set out in 42 USC, Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD.

(c) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the Association with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as



amended from time to time by the Trustees. All leases for Units within the condominium shall include the following language:

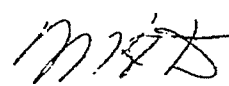
This lease is made in all respects subject to the Lessor's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes and shall be occupied by persons aged 55 or older (referred to as a "qualifying occupant"). Children under the age of 18 may not reside in a Unit for more than 90 days in any nine (9) month period. Aged 55 or older shall mean persons who have attained the age of fifty-five (55) or older, unless the spouse of such person age 55 or older is under 55, and/or such person who has attained the age of 55 or older has sole or joint custody of a person under the age of 55. Failure to comply with these provisions shall be deemed a material breach of this lease agreement.

Violation-by-Tenants: Unit Owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeeds in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Trustees as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by the Master Deed, Declaration, Bylaws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Lessee in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the Unit Owner with the Trustees of Condominium at the following address:

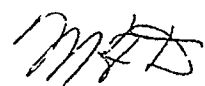
Each lease must contain the following information: the names of all persons that will reside in the unit and evidence that they are 55 years of age or older (or otherwise qualified to reside in the unit as outlined above), make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease at the above address prior to occupancy of his Unit by tenant shall be assessed a penalty set by the Trustees of the Condominium for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.



12. 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 and Facilities, including but not limited to Limited Common Areas other than land in which structures have been erected, 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 19 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 19 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 (including but not limited to Section 11), 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.

13. 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 and EUA:

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities, Limited Common Area and Exclusive Use Areas contained therein or elsewhere.
- (b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

14. The Unit Owners' Organization

The organization through which the unit owners will manage and regulate the Condominium established hereby is EMERALD COURT CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a 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 each of Villa Home Units Group, Assisted Living Group and Independent Living Congregate Units Group shall be responsible for Limited Common Areas appurtenant to the units within that group. 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 and in the Group of which his Unit is a part in proportion to the percentage of undivided ownership interest in that Group, all as shown on Schedule C attached hereto. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Stonewood LLC
36 Hillman Street Unit 1
Tewksbury, MA 01876

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

15. 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 EUA'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 so long as the building involved stands.

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

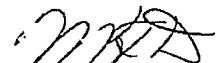
All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant 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 the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the 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.

17. Amendments

Except as otherwise provided in paragraph 19 hereof with respect to amendments adding new phase(s) to the Condominium, 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 duly recorded with the Middlesex 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.
- (c) Except as provided in paragraph 19 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.
- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of 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 19 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 Middlesex 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 19 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 Middlesex 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 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 17 or paragraph 19 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 17 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 any other provision of this Article 17, an Owner, subject always to the provisions of Article 11(b), may add to, modify, remove or replace the Owner's Unit and to that end may unilaterally amend this Master Deed and the Site Plan referred to herein to the extent required to reflect said addition, modification, removal or replacement, and such amendment shall be at the Owner's sole cost and expense and shall always be done upon the occasion of any such work if and to the extent required by law.

Notwithstanding any provision of the foregoing paragraph 17 to the contrary, no Amendment to this Master Deed which is contrary to or in violation of the terms and provisions of the Special Permits issued by the Town of Tewksbury shall be effective unless and until approved by the Planning Board for the Town of Tewksbury.

18. 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 of such removal, the approval of Owners holding at least seventy-five percent (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 therefor 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.

Notwithstanding any provision of the foregoing paragraph 18 to the contrary, no termination or removal of land from the effect of this Master Deed shall be effective unless and until approved by the Planning Board for the Town of Tewksbury.

19. 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 buildings. In order to permit and facilitate such development,

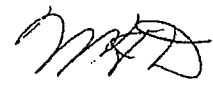
the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (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 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 building(s), and 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 the wetlands, as shown on the Plan recorded herewith;
 - (vii) Railings on the land containing those Units bordering the wetlands, as shown on the Plan recorded herewith.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 12(c) hereof.

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 STONEWOOD (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.



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 EUA'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 19:

- (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, 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 19 reach the maximum limit allowed by law; or
 - (ii) STONEWOOD shall record with the Middlesex 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 19 except as contained in the documents referenced in paragraph 1D(iii) hereof.
- (c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings and Units together with their respective EUA'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 in the paragraph 1D(iii) hereof.

- (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 93 Villa Homes Units, 87 Independent Living Congregate Units and One (1) Assisted Living Unit containing not more than 96 separate dwellings, as these limits may be amended from time to time by the Amended Special Permit issued by the Town of Tewksbury.
- (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 reference 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 Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 5, 6 and 7 hereof.
- (f) Right to Designate EUA's as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Limited Common Area or EUA's shall specify the Limited Common Area or EUA's appurtenant to the Units in such phase(s) if such Limited Common Area or EUA's are different from those described in paragraph 10 hereof.

The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Middlesex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (a) An amended Exhibit A describing the land being added to the Condominium, if applicable.
- (b) An amended Exhibit B describing the building(s) and Units being added to the Condominium.

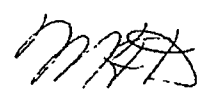
- (c) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said paragraphs 5, 6 and 7 the definition of the Common Areas and Facilities contained in paragraph 8 hereof shall be modified, as necessary, with respect to such Unit(s).
- (d) An amended Exhibit C describing 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 5, 6 and 7 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 the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- (e) If the EUA's designated as appurtenant to the Unit(s), being added to the Condominium, vary from those described in paragraph 10 hereof, a description of such variations so as to identify the new or modified EUA's appurtenant to the new Unit(s). Such description of the new or modified EUA 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 Building(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 Section 19 shall require the consent, (except as in this paragraph 19 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 STONEWOOD or its assigns, as set forth in subparagraph 1C. 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 STONEWOOD or its assigns and recorded with the Middlesex North District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the

validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase 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 19 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 19.

In the event that notwithstanding the provisions of this paragraph 19 to the contrary, it shall ever be determined that the signature of any Owner, other than STONEWOOD, 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 STONEWOOD shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such 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. STONEWOOD 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 in order to (a) comply with the requirements of the Town of Tewksbury 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.

All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.

In the event that an amendment is of additional land containing common areas and facilities, the additional Common Fees and Expenses shall be borne by the Condominium provided that in no event shall the additional Common Fees and Expenses cause an increase to the Common Fees and Expenses paid by existing/original Unit Owners. Therefore, if the additional Common Fees and Expenses are not equal to or less than the contributions that will be made by new Unit Owners, if any, the excess Common Fees and Expenses shall be the responsibility of the new or expanded unit owners group or holder of development rights. To the extent that an amendment is of additional land containing limited common areas and EUAs, additional Common Fees and Expenses shall be borne only by the unit owners group or holder of development rights, as the case may be, of such limited common areas and EUAs. The Declarant intends that additional phases expanding the original number of units or adding additional land shall be designated as a unit owners group in a manner comparable to the Villa Home Units Group and Independent Living Congregate Units Group created herein. In addition, if changes are made to the initial common areas and facilities of the Condominium unilaterally by a single holder of development rights hereunder, any additional



Common Fees and Expenses arising therefrom shall be borne only by the Unit Owners group associated with the holder of development rights making the change.

20. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

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 parking lots, community buildings, parks, playgrounds or facilities or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. The Declarant may tie into or expand any existing common use facilities in connection with the exercise of its rights under Section 19 and Section 12 (c) herein. Upon substantial completion of such common use facility, 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 20, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

21. Definition of "Declarant".

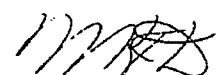
- (a) For purposes of this Master Deed the Condominium Trust and the By-laws, "Declarant" shall have the same meaning as set forth in Section 1A hereof.
- (b) All amendments of this Master Deed executed pursuant to the rights, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in paragraph 19 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 1C 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.

22. Provisions for the Protection of Mortgagees.

Except as to allow the phasing of the condominium as provided for in paragraph 19 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 sub-paragraphs (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 Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except as many otherwise be set forth in the Act.
- (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 Units 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 Mortgagees (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 19 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; or
 - (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 19 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 easements 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 19.
- (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 Holder 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.
- (i) Condominium dues or charges 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. 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. 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.
- (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 free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (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 19 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) Assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
 - (c) Insurance or Fidelity Bonds;
 - (d) Rights to use Common Areas and Facilities;
 - (e) Responsibility for maintenance and repair of the several portions of the Condominium;



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

(g) Boundaries of any Unit;

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

(i) Leasing of Units ;

(j) 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;

(k) 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 within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph 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 Middlesex 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 22 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 22 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex North District Registry of Deeds in accordance with the requirements of paragraph 17 hereof.

In the event of any conflict between the provisions of paragraph 19 and the provisions of this paragraph 22, the provisions of paragraph 19 shall prevail.



23. 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.

24. 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.

25. 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.

26. 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.

27. 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 Middlesex 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 24(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 Middlesex 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 WITNESS WHEREOF, the undersigned has executed this Master Deed as an instrument under seal this 27 day of January, 2004.

Stonewood, LLC

By: 
Maureen F. DiPalma
Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 27th day of January, 2004 before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,

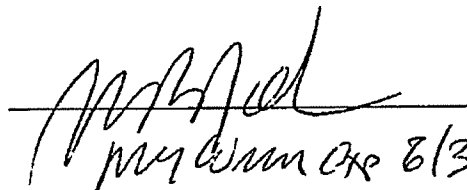

my comm exp 6/30/06



EXHIBIT A
TO THE MASTER DEED
OF
EMERALD COURT CONDOMINIUM
“LAND”

The following parcels of land with the buildings thereon, if any there be, located off of Court Street and North Street in Tewksbury, Middlesex County, Massachusetts and being more particularly described as follows:

Parcel 1 (Registered Land)

That certain parcel of land situate in Tewksbury, in the County of Middlesex and said Commonwealth, bounded and described as follows:

Lot Eleven (11) on Land Court Subdivision Plan 7340-E; all of said boundaries are determined by the Land Court to be located on Subdivision Plan 7340-E, drawn by Dana F. Perkins & Sons, Inc., Surveyors, dated September 20, 1961, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 33313.

There is appurtenant to the above-described Lot Eleven (11) the right to cut into or deposit filling for a width of not more than four (4) feet along the northeasterly side of an adjoining lot shown as Lot A on Plan 7340-B filed with Certificate of Title No. 1519, for the purpose of grading.

Parcel 2 (Recorded Land)

A certain parcel of land situated in said Tewksbury, situated westerly of North Street, but not adjacent thereto, and being shown as Lot A, containing 5.07 acres, more or less, on a plan of land entitled "Plan of Land in Tewksbury, Mass., for Tewksbury Water Dept.," Scale 1"=100', dated September 20, 1961, drawn by Dana F. Perkins & Sons, Inc., Civil Engineers and Surveyors, Lowell & Reading, Mass., which plan is recorded at the Middlesex North District Registry of Deeds in

Plan Book 99, Plan 140A, and which, according to said Plan, is more particularly bounded and described as follows:

Beginning at a stone bound with a drill hole at the most northerly corner of the premises hereinafter described and at other land of Armando J. Decarolis, et ux, as shown on said Plan; thence turning and running S58°37'00"E 700.00 feet, mostly by a ditch by said Decarolis land, to a stone bound with a drill hole in it at



land now or formerly of John V. Sullivan, et al; thence turning and running S77°36'50"W 919.39 feet, by said Sullivan land, to a stone bound with a drill hole in it at land now or formerly of Daniel Sterling; thence turning and running N28°03'10"E 637.03 feet, by said Decarolis land, to the stone bound at the point of beginning or however else said premises may be described.

Parcel 3 (Recorded Land)

A certain parcel of land situated in said Tewksbury, situated easterly of Court Street, and being shown as Parcel "B" containing 179 square feet of land, more or less, on a plan of land entitled "Taking Plan of Land, Court Street, Tewksbury, MA" Scale 1"=20', dated March 25, 1999, drawn by Cuoco & Cormier Engineering Associates, Inc., Civil Engineers and Surveyors, which plan is recorded at the Middlesex North District Registry of Deeds in Plan Book 201, Plan 133.

Together with the right of access over that portion of Court Street easterly of Washington Street shown as Parcel "A" on plan recorded in Plan Book 201, Plan 133 and described in Court Street Extension Order of Taking dated May 7, 2001 and recorded with the Middlesex North District Registry of Deeds in Book 11645, Page 202.

Said premises are conveyed together with the right to use Court Street and Washington Street, in common with all others entitled thereto, for all purposes for which streets and ways are commonly used in the Town of Tewksbury.

The foregoing parcels are contiguous to each other.

The Grantee for its successors and assigns by the recordation of this deed agrees to execute and record a Conservation Restriction on a portion of the property as referred to in the Order of Conditions issued by the Tewksbury Conservation Commission dated April 9, 2002, and recorded with the Middlesex North District Registry of Deeds, Book 13007, page 135, and as Document Number 204532 recorded with the Land Registration Office of said Registry.

For Grantor's title see deed dated June 24, 2002 and recorded at the Middlesex North County Registry of Deeds at Book 13236, Page 248 and at the Land Registration Office of the Land Court at said Deeds as Document No. 204644, Book 00183, Page 203.

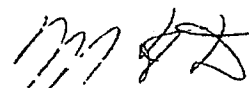
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EXHIBIT B
TO THE MASTER DEED
OF
EMERALD COURT CONDOMINIUM

“DESCRIPTION OF BUILDINGS

The Building comprising Phase I of the Emerald Court Condominium, containing units 88, 89 and 90 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portion of Unit 88 is a single story wood-frame building built on a concrete slab, with an asphalt roof. The location of the building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

EXHIBIT C
TO THE MASTER DEED
OF
EMERALD COURT CONDOMINIUM

"DESCRIPTION OF UNITS"
Phase I

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
88	Villa Home Phase I	1,882	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	33.03%	33.03%
89	Villa Home Phase I	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	31.19%	31.19%
90	Villa Home Phase I	2,219	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, A, G	35.78%	35.78%
TOTALS				100 %	100%

NOTES:

1. LR = Living Room; D = Dining Room; K = Kitchen; BK = Breakfast Area; F = Foyer; MB = Master Bedroom; B = Bath; Lav = Lavatory; Lft = Loft, G = Garage; A = Attic; S = Study; Ldy = Laundry
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Yard Area as shown on the Site Plan, and the entry way, and porch leading to that unit as shown on the building plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, 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 (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

Handwritten initials/signature

Schedule C-1 to the Master Deed
EMERALD COURT CONDOMINIUM
Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 181 (93 IL Units; 87 ILC Units; One (1) Assisted Living Unit housing up to 96 dwellings) currently proposed Units are added to the Condominium, and further assuming the units actually constructed are of the type shown on the attached schedule. DECLARANT IS UNDER NO OBLIGATION TO CONSTRUCT THE PLAN TYPES SHOWN ON THE ATTACHED SCHEDULE AND THIS INFORMATION IS GIVEN HERE FOR ILLUSTRATIVE PURPOSES ONLY. If all 181 units are not added to the condominium or Units in excess of 181 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each Unit shall be in the approximate relation that the fair value of such Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units then in the condominium.

Column 1 headed "Units" describes the Unit(s). There are three types of Units: The Assisted Living Unit, Independent Living Congregate Unit, and Villa Home Unit, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of Units in a Unit group. The Unit groups are the Assisted Living Group, the Independent Living Congregate Units Group, and the Villa Home Units Group. See Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each Unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all Units in a group. Certain expenses are shared only by the Owners of Units in a designated subgroup - see Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	19.7%	19.7%	100%
Independent Living Congregate Unit	87	.3967%	34.51%	1.1495%
Villa Home Unit	93	*See Attached Schedule*	45.79%	*See Attached Schedule*
Total	181		100%	

MPT

SCHEDULE C-1
Columns 3 and 5

<u>Unit</u>	<u>Type</u>	<u>Group %</u>	<u>Common %</u>
1	Plan 2	1.0616%	0.4861%
2	Plan 1	1.0026%	0.4591%
3	Plan 3	1.1501%	0.5266%
4	Plan 3	1.1501%	0.5266%
5	Plan 1	1.0026%	0.4591%
6	Plan 2	1.0616%	0.4861%
7	Plan 2	1.0616%	0.4861%
8	Plan 1	1.0026%	0.4591%
9	Plan 3	1.1501%	0.5266%
10	Plan 3	1.1501%	0.5266%
11	Plan 1	1.0026%	0.4591%
12	Plan 2	1.0616%	0.4861%
13	Plan 1	1.0026%	0.4591%
14	Plan 3	1.1501%	0.5266%
15	Plan 2	1.0616%	0.4861%
16	Plan 2	1.0616%	0.4861%
17	Plan 1	1.0026%	0.4591%
18	Plan 3	1.1501%	0.5266%
19	Plan 2	1.0616%	0.4861%
20	Plan 2	1.0616%	0.4861%
21	Plan 2	1.0616%	0.4861%
22	Plan 1	1.0026%	0.4591%
23	Plan 3	1.1501%	0.5266%
24	Plan 3	1.1501%	0.5266%
25	Plan 1	1.0026%	0.4591%
26	Plan 2	1.0616%	0.4861%
27	Plan 2	1.0616%	0.4861%
28	Plan 1	1.0026%	0.4591%
29	Plan 3	1.1501%	0.5266%
30	Plan 3	1.1501%	0.5266%
31	Plan 1	1.0026%	0.4591%
32	Plan 2	1.0616%	0.4861%
33	Plan 2	1.0616%	0.4861%
34	Plan 1	1.0026%	0.4591%
35	Plan 3	1.1501%	0.5266%
36	Plan 3	1.1501%	0.5266%
37	Plan 1	1.0026%	0.4591%
38	Plan 2	1.0616%	0.4861%

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SCHEDULE C-1
Columns 3 and 5

<u>Unit</u>	<u>Type</u>	<u>Group %</u>	<u>Common %</u>
39	Plan 3	1.1501%	0.5266%
40	Plan 3	1.1501%	0.5266%
41	Plan 2	1.0616%	0.4861%
42	Plan 1	1.0026%	0.4591%
43	Plan 3	1.1501%	0.5266%
44	Plan 3	1.1501%	0.5266%
45	Plan 1	1.0026%	0.4591%
46	Plan 2	1.0616%	0.4861%
47	Plan 2	1.0616%	0.4861%
48	Plan 1	1.0026%	0.4591%
49	Plan 3	1.1501%	0.5266%
50	Plan 3	1.1501%	0.5266%
51	Plan 1	1.0026%	0.4591%
52	Plan 2	1.0616%	0.4861%
53	Plan 2	1.0616%	0.4861%
54	Plan 1	1.0026%	0.4591%
55	Plan 3	1.1501%	0.5266%
56	Plan 3	1.1501%	0.5266%
57	Plan 1	1.0026%	0.4591%
58	Plan 2	1.0616%	0.4861%
59	Plan 2	1.0616%	0.4861%
60	Plan 1	1.0026%	0.4591%
61	Plan 3	1.1501%	0.5266%
62	Plan 3	1.1501%	0.5266%
63	Plan 1	1.0026%	0.4591%
64	Plan 2	1.0616%	0.4861%
65	Plan 2	1.0616%	0.4861%
66	Plan 1	1.0026%	0.4591%
67	Plan 3	1.1501%	0.5266%
68	Plan 3	1.1501%	0.5266%
69	Plan 1	1.0026%	0.4591%
70	Plan 2	1.0616%	0.4861%
71	Plan 2	1.0616%	0.4861%
72	Plan 2	1.0616%	0.4861%
73	Plan 3	1.1501%	0.5266%
74	Plan 3	1.1501%	0.5266%
75	Plan 3	1.1501%	0.5266%
76	Plan 2	1.0616%	0.4861%

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SCHEDULE C-1
Columns 3 and 5

<u>Unit</u>	<u>Type</u>	<u>Group %</u>	<u>Common %</u>
77	Plan 1	1.0026%	0.4591%
78	Plan 3	1.1501%	0.5266%
79	Plan 3	1.1501%	0.5266%
80	Plan 1	1.0026%	0.4591%
81	Plan 2	1.0616%	0.4861%
82	Plan 2	1.0616%	0.4861%
83	Plan 1	1.0026%	0.4591%
84	Plan 3	1.1501%	0.5266%
85	Plan 3	1.1501%	0.5266%
86	Plan 1	1.0026%	0.4591%
87	Plan 2	1.0616%	0.4861%
88	Plan 2	1.0616%	0.4861%
89	Plan 1	1.0026%	0.4591%
90	Plan 3	1.1501%	0.5266%
91	Plan 3	1.1501%	0.5266%
92	Plan 1	1.0026%	0.4591%
93	Plan 2	1.0616%	0.4861%
Totals		100.0000%	45.7900%



EXHIBIT D

Planning Board Approval of Condominium Documents

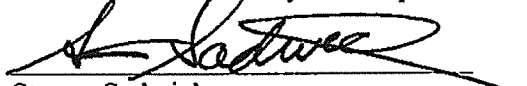
TOWN OF TEWKSBURY
OFFICE OF THE PLANNING BOARD
TEWKSBURY, MASSACHUSETTS

TEWKSBURY, Massachusetts, January 27, 2004

By unanimous vote of the Planning Board on January 26, 2004, Steven Sadwick, Director of Community Development, was authorized and directed to sign this Exhibit D certifying, in accordance with the terms of Section IV.10 of the Community Development District Special Permit (Site Plan Special Permit # 0002-01) recorded at the Middlesex North District Registry of Deeds at Book 12961, page 243, that the Amended and Restated Master Deed and Declaration of Trust of Emerald Court Condominium, recorded herewith, has been reviewed and approved by the Planning Board insofar as the terms of the Special Permit have been incorporated therein.

Such approval is given with the specific understanding and limitation that the Planning Board has the right to enforce the terms of the Special Permit issued for this project and that any modification of the Amended and Restated Master Deed and Declaration of Trust must be in conformance with said terms of said Special Permit.

Director of Community Development,


Steven Sadwick,

COMMONWEALTH OF MASSACHUSETTS

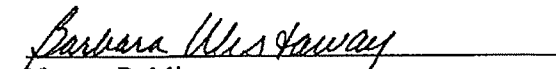
Middlesex, SS.

January 27, 2004

Then personally appeared Steven Sadwick, Director of Community Development of the Town of Tewksbury, Massachusetts, and acknowledged the foregoing instrument to be his free act and deed, in the capacity indicated herein, before me,

END OF DOCUMENT




Notary Public
My commission expires Oct 29, 2004