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ESTATES ON THE GREEN CONDOMINIUM MASTER DEED

The undersigned NEW MEADOWS DEVELOPMENT, LLC, a Massachusetts limited liability company with an address of 69 North Main Street, Middleton, MA 01949 (hereinafter with his successors and assigns called the "Declarant"), being the sole owner of the property identified as 18 Village Road, Lots 59 and 60, Middleton, Essex County, Massachusetts, by duly executing and recording this Master Deed does hereby submit said Land, as defined in Paragraph 4 hereof, together with the Buildings, as defined in Paragraph 5 hereof, and all other improvements and structures thereon, and all easements, rights and appurtenances belonging (collectively hereinafter referred to as the "Condominium") to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (herein after "Chapter 183A "), and proposes and hereby does create the Condominium that shall be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Condominium Phasing. The Condominium may be developed as a phased Condominium, each phase of which may include one (1) or more buildings. Paragraph 17 hereof sets forth the procedures to add additional phases to the Condominium.
2. The name of the Condominium shall be:

ESTATES ON THE GREEN CONDOMINIUM

3. The Unit Owners' Organization. The organization owned and used by the owners of each Unit, as defined in Paragraph 5 hereof, (individually, the "Unit Owner" and collectively, the "Unit Owners") to manage and regulate the Condominium established hereby is ESTATES ON THE GREEN CONDOMINIUM TRUST (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith (the "Declaration of Trust"). The initial mailing address of the Trust is 69 North Main Street, Middleton, MA 01949. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest appurtenant to the Unit, as defined in Paragraph 5 hereof, and Common Area and Facilities, defined in Paragraph 7 hereof, to which his or her Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

**NEW MEADOWS DEVELOPMENT, LLC, Trustee
69 North Main Street, Middleton, MA 01949**

The Condominium Trustee(s) has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Land. The land (hereinafter the "Land") upon which the buildings and improvements are situated is more fully described in said Exhibit A attached hereto and made a part hereof and is subject to the matters of record listed on Schedule 1 to Exhibit A attached hereto and made a part of hereof.

5. Description of the Buildings and Units.

- (a) The first phase ("Phase 1") of the Condominium will consist of _____ Units (individually, the "Unit" and collectively the "Units") located in _____ (____) Buildings (together with all other buildings added by subsequent phases, hereinafter the "Buildings") which are further described in Exhibit B attached hereto and made a part hereof. Each Building consists of two (2) Units. The location of the Buildings, unit designation, and the Common Area and Facilities, including but not limited to the Limited Common Areas (each as defined under Paragraph 7 below) to which each unit has direct access, are shown on the site plan entitled "Estates on the Green Condominium Site Plan – Phase 1" Middleton, MA" dated _____ and prepared by Williams & Sparages LLC, to be recorded herewith (the "Site Plan"). The layout, location, unit designation, and dimensions of each of the Units included in Phase 1 are shown on the certified floor plans entitled "Estates on the Green Condominium Unit Plan – Phase 1, Units _____" dated _____ and prepared by Williams & Sparages LLC and recorded herewith (the "Floor Plans" together with the Site Plan referred to as the "Plans").
- (b) The designation, number of rooms, the square footage of the Unit, as well as the Limited Common Areas to which each Unit has direct access, and the Percentage Interest (defined under Paragraph 8 below) of each Unit in the Common Areas and Facilities, and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto.
- (c) If and when the Declarant adds additional phase(s) to the Condominium, by an amendment to this Master Deed pursuant to its reserved rights under Paragraph 17 hereof, it shall be authorized to, and shall, prepare and record amendments to Exhibit B and Exhibit C attached hereto in order to describe the additional Buildings and Units being added by the new phase(s) to the Condominium. Declarant shall set forth in said amended Exhibit B and Exhibit C any variations with respect to the attributes of the Buildings and/or boundaries of a Unit or Units in such phase(s) from those attributes and boundaries described in Paragraph 6 hereof. Also, with each amendment to this Master Deed adding

additional phase(s) to the Condominium, the Declarant shall be authorized to, and shall, record new site and floor plans showing the Building(s) and Units(s) forming part thereof. Thereafter all references to Units and Buildings shall include those Units and Buildings added pursuant to each such amendment.

6. Designation of the Units and their Boundaries. The boundaries of each dwelling Unit are as follows:

- (a) Foundation: The skim coat on the foundation floor and walls.
- (b) Roof: The plane of the lower surface of the roof rafters.
- (c) Shared Party Walls: The plane of the interior surface of the wall studs where said studs contact the dry wall or, where applicable, the plane of the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (d) Exterior Building Walls. The plane of the interior surface of the wall studs or, where applicable, the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (e) Walls, Floors, and Ceilings. All interior walls (other than party walls), floors and ceilings are considered part of the Unit, including but not limited to structural elements, studs, furring strips, and dry wall.
- (f) Exterior Doors and Frames. The exterior surface of the doors and door frames.
- (g) Windows and Sliding Glass Doors: The exterior surface of the glass and of the window or door frames as the case may be. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly if damaged or destroyed; provided that any such replacement shall be consistent with the exterior of the Building and shall be of the same materials and construction. Any non-identical design or material for replacements shall be approved in advance by the Trustees in accordance with Section 5.9 of the Condominium Trust.
- (h) Pipes, Wires and Conduits: Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit. In the event pipes, wires or conduits within such pipe chase or other enclosures serve another Unit located in the same Building, there shall be a reciprocal easement between said Units for the purpose of using such pipes, wires, and conduits and an easement to access such Unit for the purposes of inspecting, repairing, installing, replacing or using such pipes, wires, conduit for any and all purposes for which such pipes, wires or conduits are commonly used.
- (i) Chimneys and Flues: All direct vent systems and fireplaces shall be considered part of the Unit and Unit owners shall be responsible for cleaning and maintaining as well as repairing and replacing chimneys, flues and venting

systems the cost of all such work shall be borne by the owner of the Unit served by such chimney or flue.

Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone, whether located within the Unit or not. In the case of those appliances, fixtures or utility installations that are included in the ownership of the Unit, but that are physically located in whole or in part outside of the Unit, such as air conditioning compressors; for each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such appliances, fixtures and/or installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities.

7. Common Areas and Facilities. Excluding the areas that constitute the Units pursuant to Paragraph 6 above and such areas as may be affected by the Declarant's right to add Buildings and Units as future phases under Paragraph 17 hereof, the entire Condominium, including, without limitation, the benefits and burdens of all rights, easements, restriction, agreements and licenses set forth in said Schedule 1 to Exhibit A, if any, insofar as the same may be in force and applicable, subject to the rights of Declarant to add future phased in accordance with Paragraph 17 hereof, shall constitute the "**Common Areas and Facilities**". There is appurtenant to each Unit the right to use the Common Areas and Facilities (except those portions of the Common Areas and Facilities that are designated as Limited Common Areas and Facilities) in common with the other Units in the Condominium and in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

- (a) These Common Areas and Facilities specifically include, without limitation, the following:
- 1) The foundations including the poured concrete footings, floors and walls.
 - 2) All structural elements contained in the roof system.
 - 3) The plantings, yards, patios, grass areas, decks patios, steps and stairways, driveways, roadways, parking areas, and walkways.
 - 4) All utility lines and installations of central services such as power, light, water, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit or a Building and are located within said Unit or Units (for the avoidance of doubt the only common utilities or central services are for the Sewer System, water for irrigation, power for the street lights and Sewer System)
 - 5) All other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installation (including any replacements thereof) of the Land for common use or

necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium including but not limited to the storm water management areas and facilities. Reference is made to Exhibit D attached hereto entitled "Operations and Maintenance Plan Storm Water Management System", the terms of which are incorporated herein and made a part hereof.

- 6) The "**Sewer System**," which is hereby defined as follows: all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer service and all sewer and drainage pipes, and all appurtenances thereto located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; (as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities). The Sewer System shall serve the entire Condominium, including all existing and any future Units created in subsequent phases in accordance with Paragraph 17 hereof. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the Sewer System, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated as Limited Common Areas and Facilities of Owners of certain Units) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Sewer System.

Declarant shall construct the Sewer System. Declarant's construction shall include all of the items defined above as portions of the Sewer System. All such construction shall be at Declarant's expense and upon Declarant's initiative. The Sewer System shall be built to specifications promulgated by the South Essex Sewerage District, in accordance with the regulations of the Town of Middleton Board of Health and in compliance with the Sewer Use Agreement recorded with the Essex South Registry of Deeds in Book 18418. Page 143.

- 7) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

- (b) The Declarant has reserved the right pursuant to Paragraph 17 hereof to modify the boundaries of Buildings and Units and the number of Buildings and 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 and with respect to the Condominium as a whole. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.
- (c) Each Unit shall have as appurtenant thereto, the exclusive right and easement to use a portion of the following Common Areas and Facilities ("Limited Common Areas and Facilities") that are adjacent to such Unit as shown on the Plans and designated on Exhibit C. The parking spaces that are not connected to or a part of any driveway leading into a garage shall be available for occasional use by all Unit Owners or occupants and their guests on a nonexclusive basis. No long-term storage of vehicles or materials shall be permitted in such spaces, except as permitted in writing by the Trustees. The use of any such parking areas shall be restricted, however, as provided in this Master Deed, the Condominium Trust, the By-laws of the Condominium Trust, any rules and from time to time in effect pursuant thereto.

The Unit Owners may not modify the Limited Common Areas and Facilities or build, construct or install any structures or improvements in the Limited Common Areas and Facilities, without the express written consent of the Trustees.

Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities as defined in Paragraph 7 hereof which serve it, but which are located in the Common Areas and Facilities or in another Unit or Units.

8. Unit Ownership Percentage Interest in Common Areas and Facilities. The unit ownership percentage interest of each dwelling Unit in the Common Areas and Facilities has been determined, or will be determined, by the Declarant upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed, or when amended, bears to the then aggregate fair value of all Units. 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 (as may hereafter be amended from time to time to reflect additional phases as they are added to the Condominium pursuant to Paragraph 17 hereof (now and as hereinafter amended, the "Percentage Interest"),).

9. Purpose and Restrictions on Use.

- (a) Each Unit is intended to be used only for residential purposes by not more than one (1) family unit (defined as not more than two (2) unrelated persons living

together as a family unit). No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his or her Unit for such personal office or studio use as is customarily carried on as incidental to the residential use of a single family residence. Such office or studio shall not for any reason be open to the public nor shall it be accessible by clients or customers of a Unit Owner. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning, health ordinances or by-laws, statutes, ordinances, by-laws, and rules and regulations of any governmental body or agency having jurisdiction there over and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premium for any insurance carried by the Trustees or any Unit Owner relating to any Building or any Unit, as the case may be; provided that the Trustees may, in their sole and unfettered discretion, allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

- (b) There is no right of first refusal or other restriction upon the right of a Unit Owner to sell transfer or otherwise convey his or her Unit.
- (c) The Units, the Buildings and the Common Areas and Facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Trust and By-Laws, any Rules and Regulations (adopted pursuant to the By-Laws, as they may be amended hereinafter, the "**Rules and Regulations**"), from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.
- (d) Dogs, cats or other animals may not be kept in any Unit, without the prior written consent of the Condominium Trustees, which consent shall not be unreasonably withheld. Any household pets shall be reasonable in number and shall not cause a nuisance due to barking, entering onto adjacent properties or any other behavior that interferes with neighboring uses. If such consent is given, the Condominium Trustees may require such pet to be removed at any time as provided in the Rules and Regulations of the Condominium or in the event of numerous complaints by neighboring property owners. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall be deemed a common expense that shall be assessed to such Unit Owner and shall be payable to the Trustees on demand by such Unit Owner.

The foregoing restrictions are imposed for the benefit of the Unit Owners from time to

time and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and only by an instrument in writing signed by the Owners at the time entitled to seventy-five (75%) percent or more of the undivided interests in the Common Areas and Facilities, and a majority of the Condominium Trustees; and such instrument, whether or not recorded, shall be binding on all present and succeeding Owners from time to time of the Units, and on the Condominium Trustees then in office. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 9 except as such occur during his or her ownership thereof.

10. Reserved Rights.

- (a) Notwithstanding any provision of this Master Deed, the Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant and their successors and assigns shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the rights for so long as the Declarant owns an unsold Unit to:
- 1) to lease and license the use of any unsold Unit;
 - 2) to use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units;
 - 3) to use any Unit owned by the Declarant as an office for the Declarant's use;
 - 4) to perform any work and transact any other business on the Common Areas and Facilities including, but not limited to, the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit; and
 - 5) to erect and maintain signs on any part of the Common Areas and Facilities and to utilize the parking spaces within the Condominium not connected to any driveway leading to a garage for the purpose of marketing, leasing, selling, and reselling the Units, and to designate said parking area through the use of signs or otherwise.

- (b) The Declarant or his agents shall have the right of access to each Unit and the Common Areas and Facilities appurtenant thereto:
- 1) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building; and
 - 2) to exercise any other rights or satisfy any other obligations they may have as Trustees.
- (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, successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with personnel, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, rebuilding and replacing any and all structures and their appurtenances, the Sewer System, 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 and the future phases in accordance with Paragraph 17 hereof. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or to 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.
- (d) Declarant further reserves the following rights until all of the Units have been sold by said Declarant, its successors and assigns; provided that this reservation shall not obligate the Declarant in any manner to perform an work:
- 1) To develop and construct additions to the Condominium, including the future phases, including, without limitation, buildings, roads, ways, utilities, the Sewer System and other improvements and amenities pertaining thereto, to alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Common Areas and Facilities or Buildings or portions thereof as Limited Common Areas and Facilities of one (1) or more Unit Owners.
 - 2) To grant or to reserve, or to cause the Condominium Trustees to grant or to reserve, easements across, under, over and through the Land or any portion thereof, including Buildings and Units, which Declarant determines is necessary or convenient in connection with the development or use of the Condominium or additional phases; provided only that such grants or

reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes.

- 3) To use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any Buildings, Units or other improvements to the Condominium or additions thereto.
- (e) The rights reserved hereinabove to the Declarant, its successors and assigns shall be exclusive and shall not be restricted between the hours of 7:00 a.m. and 9:00 p.m. daily including Saturdays, Sundays and holidays by the Condominium Trust or by the Rules and Regulations adopted pursuant thereto. In addition, notwithstanding anything to the contrary contained in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto, so long as the Declarant owns any Unit, no instrument of amendment or modification which alters, limits or impairs any of the rights, powers, privileges or interests reserved to Declarant, its Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any lease referred to herein shall be of any force or effect unless consented to and signed by the Declarant, its successors, or assigns, as the case may be.

Each Unit Owner by the acceptance and recordation of a Deed to his or her Unit, shall thereby have consented to the rights reserved under Paragraph 10 and any amendment to the Master Deed without the necessity of securing any further consent or execution of any further documents by such Owner, and does hereby appoint Declarant as his attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant any easement above referred to, or to affect any such right hereinabove reserved, which power of attorney is deemed to be coupled with an interest.

11. Easements

- (a) For Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected Building stands.
- (b) For Golf Course. Each Unit Owner and Unit Mortgagee acknowledges and agrees that the golf course and clubhouse that is adjacent to the Condominium

(the "Golf Course") is highly desirable, but that the proximity of the Golf Course to the Condominium also poses certain risks to the Unit Owners and their agents and invitees. Each Unit Owner and Unit Mortgagee, by acceptance of a deed or mortgage on a Unit in the vicinity of the Golf Course, hereby expressly acknowledges the easement granted for the benefit of the operation of the Golf Course, including but not limited to that certain Reciprocal Easement Agreement filed with said Land Court as Document No. 573743, as affected by Amendment filed as Document No. 578581 and recorded with said Registry in Book 35556, Page 236, and assumes all risks of living in close proximity to the Golf Course and by accepting a deed to or a mortgage for a Unit agrees that neither the owner, of the land that is used as the Golf Course, nor the operator or manager of the Golf Course nor any of their affiliates, agents, successors or assigns (including, without limitation, any mortgagee succeeding to their interests), shall be liable to any Unit Owner or Unit Mortgagee, or to any of Unit Owner's tenants, guests, occupants or invitees or any other person claiming any loss or damage, destruction of property, trespass, nuisance, or any other alleged injury resulting from the operations of the Golf Course.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Unit shall be subject to, and comply with, the provisions of this Master Deed, their Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations, and the items affecting title to the Land as set forth in Schedule 1 to Exhibit A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. 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 (including, without limitation, Paragraph 17 hereof), the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and said items affecting title to the Land, are accepted and ratified by such Unit Owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the Land and Unit and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendments.

- (a) Except as otherwise provided in Paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least seventy-five (75%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Essex South District Registry of Deeds (hereinafter, the "Registry") provided, that:

- 1) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date.
- 2) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
- 3) Except as provided in Paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all the Units whose percentage ownership interest is so affected.
- 4) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements of Chapter 183A shall be of any force or effect.
- 5) No instrument of amendment which purports to affect, or which by implication or application would affect, the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in Paragraph 17 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install Common Areas and Facilities or grant easements for the exclusive use of Common Areas and Facilities as set forth herein as Limited Common Areas and Facilities shall be of any force and effect unless it is assented to in writing by the Declarant and such assent is recorded with such amendment at the Registry.
- 6) No instrument of amendment that would affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of Paragraph 17 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and such assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (a)(6) shall terminate upon the completion of construction of the last phase of the Condominium and sale of all Units by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in Paragraph 20 of this Master Deed) of the last phase of the Condominium.
- 7) No instrument of amendment which purports to amend or otherwise affect subparagraph (b) of this Paragraph 13 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

- 8) Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any Mortgagees of Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner of his, her or its percentage ownership interest in the Common Areas and Facilities, other than pursuant to Paragraph 17 hereof with respect to amendments that add new phase(s) to the Condominium. Any such amendment may be made without the consent of the Unit Owners or the Mortgagees, provided that the Unit Owners and their mortgagees, if requested by the Declarant shall promptly execute a consent to any such amendments at no expense to the Declarant.
- (b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.
- (c) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws), Declarant reserves the right and power to file a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entitled; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Declaration of Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or in the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file such Special Amendments. The right of the Declarant to act pursuant to rights

reserved or granted under this subparagraph shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

14. Provisions for the Protection of Mortgages. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws 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 Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend 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:
 - 1) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - 2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - 3) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (1) and (2) 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 Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Subject to applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee.
- (d) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which 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.
- (e) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Areas and Facilities.

- (f) 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 (hereinafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
- 1) 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;
 - 2) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a First Mortgagee held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
 - 3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust; or
 - 4) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 14.
- (g) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- 1) 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 that have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - 2) 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 fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - 3) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.

- 4) When professional management has been previously required by an Eligible Mortgage Holder or Eligible 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 Seventy-five (75%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (h) 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, specifically including without limitation the Sewer System 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.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, 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 fewer written notice.
- (j) The Trustees shall make available to the Unit 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.
- (k) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No Unit may be leased or rented for a term of less than three hundred sixty five (365) days. All tenants must be approved by the Trustees prior to occupancy.
- (l) Except for (A) amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, or (B) amendments pursuant to Paragraph 17 relating to the Declarant's reservation or rights to construct additional phase(s):

- 1) The consent of Owners of Units to which at least seventy-five (75%) percent of the votes in the Condominium Trust are allocated and the approval of one hundred (100%) percent of holders of liens on the Units affected shall be required to terminate the legal status of the Condominium, however in the event the Declarant possesses the right to vote hereunder, no such termination shall be effected without the approval of the Declarant; and
- 2) The consent of the Owners of Units to which at least seventy-five (75%) 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 fifty-one (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:
 - Voting;
 - Assessments, assessment liens or subordination of such liens;
 - Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
 - Insurance or Fidelity Bonds;
 - Rights to use Common Areas and Facilities;
 - Responsibility for maintenance and repair of the Condominium;
 - Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
 - The interests in the Common Areas and Facilities;
 - Leasing of a Unit;
 - Imposition or elimination of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; and
 - Any provision which is 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 sixty (60) 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 subparagraph, when recorded at the Registry, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions 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.

15. Severability. The invalidity or unenforceability of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

16. 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.

17. Declarant's Reserved Rights to Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium each phase of which shall include one or more Buildings containing one or more Units, amenity buildings or structures, or other site improvements. Notwithstanding anything in this Master Deed, the Declaration of Trust, the By-Laws, or the Rules and Regulations to the contrary, such Units resulting from the additional phases shall be owned directly by the Declarant, not the Condominium, the Trust or the Unit Owners generally; and furthermore shall not be considered part of the Common Area or Facilities but shall be separate, legally distinct Units. No vote of the Trustees or of the Unit Owners or any mortgage holder shall be required to authorize the Declarant's construction of the future phases, nor may such a vote or lack of consent serve to limit or to restrict in any manner Declarant's rights hereunder. The following subparagraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Paragraph 17. 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 construct, erect and install on the Land on which the Condominium is located, in such locations as shown on the Plans:
 - 1) Additional Building and Units;
 - 2) Additional roads, drives, parking spaces and areas, patios, walks and paths;
 - 3) New or additional fences or decorative barriers or enclosures, and other structures of every character;
 - 4) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, which shall include but not be limited to connections to the Sewer System; and
 - 5) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in Paragraph 10 hereof.

The phase or phases that the Declarant wishes to add to the Condominium may

be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be included within the definition of the "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-laws.

Ownership of each of the new Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey 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.

- (b) Limitation on Declarant's Ability to Add New Phases. Except as hereinafter expressly limited, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with their designated appurtenant Common Areas and Facilities, shall be unlimited. The Declarant's reserved rights to amend this Master Deed to add new Buildings and Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:
- 1) The expiration of five (5) years after the recording of this Master Deed in Registry;
 - 2) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Paragraph 17 reach the maximum limit of eight (8) Units; or
 - 3) The Declarant shall record with the Registry a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Location of Future Improvements. The location of future phases, Buildings, Units structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 17 shall be generally as shown on the Plans, which locations may be modified in the reasonable discretion of the Declarant.
- (d) 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 containing any number of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.

- (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 location, footprint, type of construction, architectural design, style and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases, subject however, to the provisions of the Use Variance Decision and Findings issued by the Board of Appeals of the Town of Middleton on May 11, 2016, filed with the Essex South Registry of Deeds, Land Court Division as Document No. 573307 and recorded with the Essex South Registry of Deeds in Book 34983, Page 188 (the "Use Variance") and Site Plan Approval issued by the Board of Appeals of the Town of Middleton on June 29, 2016 ("SPA").
- (f) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities for the exclusive use of one or more but fewer than all of the Units to be added to the Condominium as part of future phase(s). Such future designated Limited Common Areas and Facilities may include, but need not be limited to, fences, steps, terraces, patios, porches, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the Units in such phase(s) if such Common Areas and Facilities are different from those described in Paragraph 7 hereof.
- (g) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one (1) 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 an expansion to the Sewer System, parking garages, parking lots, recreational facilities, or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to 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 17(h), however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the condominium development.**
- (h) Amendment to the Master Deed. The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recording with the Registry amendment(s) to this Master Deed which shall

contain the following information:

- 1) An amended Exhibit B describing the Building(s) being added to the Condominium;
- 2) An amended Exhibit C describing the designations, numbers of rooms, the square footage, immediately accessible Limited Common Areas and Facilities, the Percentage Interest 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 Paragraph 6 of this Master Deed.
- 3) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Paragraph 6, the definition of the Common Areas and Facilities contained in Paragraph 7 hereof shall be modified, as necessary, with respect to such Unit(s).
- 4) An amended Exhibit C setting forth the new Percentage Interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s).
- 5) If any Common Areas and Facilities designated as Limited Common Areas and Facilities or appurtenant to the Unit(s) being added to the Condominium vary from any described herein, a description of such variations so as to identify the new or modified Common Areas and Facilities appurtenant to the new Unit(s). Such description of the new or modified Common Areas and Facilities 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 Unit Owner of the Unit to which they are appurtenant.
- 6) A revised site plan of the Condominium showing the new Building(s) and floor plan(s) for each of the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, (except as in this Paragraph 17 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant, its successors and assigns. Any such amendment, when executed by the Declarant and recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the Percentage Interest of his or her 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, as the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's Percentage Interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed as amended shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed as amended. These new Percentage Interest for each Unit 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 Unit Owner by the acceptance and recording of his deed to this Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him, expressly including any mortgage holder, to the Declarant's reserved rights under this Paragraph 17 and expressly agrees to said alteration of his Unit's appurtenant Percentage Interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph 17.

In the event that notwithstanding the provisions of this Paragraph 17 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, 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.

- (i) Mortgaging Future Phases. The Declarant reserves the right and easement to grant mortgages on the future phases, and the right to construct such phases, which mortgages shall not encumber the Common Areas or Facilities but shall pertain to the right and easement to build such phase or phases and which shall be granted at the sole discretion of and benefit for the Declarant.

- 18. 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.

19. 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 Chapter 183A as it is in force as of the date of the recording of this Master Deed. However, a subsequent amendment of, revision to or substitution for Chapter 183A 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 Unit Owners by a written instrument signed by Owners of Units holding at seventy-five (75%) percent of the total voting power of the Unit 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 Unit Owners required for it has been obtained, shall be recorded with the Registry 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 Paragraph 19 to the contrary, the Unit 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 Registry, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium.

20. Transfer of Rights Retained by Declarant. Any and all rights and powers reserved to the Declarant, its successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however, that such conveyance, transfer or assignment, as the case may be, must be evidenced by an instrument recorded with the Registry.

21. Validity .The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed.

{Signatures appear on the following page}

IN WITNESS WHEREOF, the said **NEW MEADOW DEVELOPMENT LLC** has caused these presents to be executed as an instrument under seal this _____ day of _____, 2017.

NEW MEADOWS DEVELOPMENT, LLC

By: _____
Jeffrey Garber, Manager

By: _____
Thomas Schank, Manager

COMMONWEALTH OF MASSACHUSETTS
ESSEX COUNTY

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared JEFFREY GARBER and THOMAS SCHANK, who each proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they each signed it voluntarily for its stated purpose as the Managers of NEW MEADOWS DEVELOPMENT, LLC.

Notary Public
My Commission Expires:

EXHIBIT "A" TO MASTER DEED

ESTATES ON THE GREEN CONDOMINIUM

DESCRIPTION OF LAND ON WHICH THE CONDOMINIUM IS LOCATED

The parcels of land with all improvements thereon in Middleton, Essex County, Massachusetts known as Lot 59 and Lot 60 (Village Road, Middleton, Massachusetts 01949) shown on a plan of land entitled "Subdivision Plan of Land in Middleton and Topsfield, Massachusetts" (the "Plan") prepared by Williams & Sparages, LLC, dated July 3, 2012 and registered with the Land Court Department of the Essex South District Registry of Deeds as Land Court Plan No. 16270-M filed with Certificate of Title No. 85811.

Said lots contain a total of 353,558 square feet of land (Lot 59 consists of 325,181 square feet of land and Lot 60 consists of 28,377 square feet of land).

ESTATES ON THE GREEN CONDOMINIUM

SCHEDULE 1 TO EXHIBIT "A" TO MASTER DEED

(Title Exceptions)
(to be amended and updated)

1. Mortgage to North Shore Bank, A Co-operative Bank, dated July 22, 2016, recorded with Essex South Registry District of the Land Court on July 22, 2016 at 12:49 PM as Document No. 573744 and noted on Certificate of Title No. 89606.
2. Assignment of Leases and Rents to North Shore Bank, filed with said Land Court as Document No. 573745.
3. Mortgage to North Shore Bank, A Co-operative Bank, dated December 22, 2016, recorded with said Registry as Document No. 578586.
4. Assignment of Leases and Rents to North Shore Bank, filed with said Land Court as Document No. 578587.
5. Easement to Massachusetts Electric Company, filed with said Land Court as Document No. 234960.
6. Easement Agreement to New England Telephone & Telegraph Company filed with said Land Court as Document No. 239826.
7. Reciprocal Easement and Water Agreement filed with said Land Court as Document No. 333778 and recorded with the Essex South Registry of Deeds in Book 14321, Page 181, as the same may affect the premises.
8. Declaration of Restrictive Covenants filed with said Land Court as Document No. 573742.
9. Reciprocal Easement Agreement filed with said Land Court as Document No. 573743, as affected by Amendment filed as Document No. 578581 and recorded with said Registry in Book 35556, Page 236.
10. Special Permit filed with said Registry as Document No. 163608, as affected by that certain Decision filed as Document No. 573737.
11. Special Permit filed with said Registry as Document No. 163609, as affected by that certain Decision filed as Document No. 573737.

12. Special Permit filed as said Registry as Document No. 163610, as the same may affect the Premises.
13. Decision and Finding of Use Variance filed with said Registry as Document No. 573307.
14. Easement to Boston Gas Company dated December 8, 2016 and filed with said Registry as Document No. 579284, as affected by that certain Subordination Agreement filed as Document No. 579285.
15. Subject to and, where applicable, together with the benefit of all rights, easements, restrictions and reservations as described in a Deed from Knoll Holdings, LLC to New Meadows Development, LLC, dated July 22, 2016 and filed with said Registry as Document No. 573740.

The following items remain on Certificate of Title for the Condominium, but were released as described:

16. Mortgage to Bear Stearns Commercial Mortgage Inc., filed as Document No. 423893 and recorded with Essex South Registry of Deeds in Book 21401, Page 37, as amended by that certain Amendment filed as Document No. 433434, as affected by Assignment recorded with said Registry in Book 24536, Page 267, and as affected by Release recorded in Book 24536, Page 283.
17. Assignment of Leases and Rents to Bear Sterns Commercial Mortgage, Inc. filed as Document No. 423894 and recorded with said Registry in Book 21401, Page 67, as affected by Assignment recorded in Book 24536, Page 275 and as affected by Release recorded in Book 24536, Page 289.

EXHIBIT "B" TO MASTER DEED

ESTATES ON THE GREEN CONDOMINIUM

DESCRIPTION OF BUILDINGS – PHASE 1

There are _____ (___) Buildings in Phase 1. All Buildings contain two (2) units each with a two (2) car attached garage. Units _____ are two story Units and Unit 4 is a single story Unit. All units have an unfinished basement and unfinished attic areas. All of the Buildings are constructed in a traditional style with poured concrete foundations, wooden frames, cementitious siding, which is a fiber cement product, with stone accents and asphalt roof shingles.

**EXHIBIT "C" TO MASTER DEED
ESTATES ON THE GREEN CONDOMINIUM**

DESCRIPTION OF UNITS

PHASE 1

<u>Unit Designation</u>	<u>P.O. Address</u>	<u>Unit % Interest</u>	<u>Unit Sq. Footage</u>	<u>Number of Rooms/Garage</u>	<u>Limited Use Area</u>
Unit # ____	_____ Middleton, MA 01949	____%	____sq. ft finished ____sq. ft unfinished	____ rooms, ____ bedrooms ____ (____) full & ____ ½ baths, laundry room, foyer 3-car garage	Front covered porch and steps Front walkway & driveway Rear Deck

EXHIBIT "D" TO MASTER DEED

ESTATES ON THE GREEN CONDOMINIUM

OPERATIONS AND MAINTENANCE PLAN STORM WATER MANAGEMENT SYSTEM

On file with the Condominium Trustees and the Conservation Commission for the Town of
Middleton.