

MASTER DEED  
OF THE  
EDGEWATER GARDENS CONDOMINIUM

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DONALD E. ASHE, REGISTER

## TABLE OF CONTENTS

1. Name.....	1
2. Condominium Phasing / Overview.....	1
3. Affordable Units.....	1
4. The Unit Owners' Organization.....	2
5. Description of the Land.....	2
6. Description of Phases.....	2
7. Description of the Buildings.....	3
8. Designation of the Units, their Boundaries and Appurtenant Interests.....	3
9. Common Areas and Facilities.....	4
10. Limited Common Areas and Facilities and Exclusive Use Areas.....	5
11. Parking.....	5
12. Percentage Ownership Interest in Common Areas and Facilities.....	6
13. Purpose and Restrictions on Use and Occupancy.....	6
13A. Declarant's Reserved Rights.....	7
13B. Pets.....	8
13C. Trust By-Laws and Rules and Regulations.....	9
13D. Use of all Common Areas and Facilities within the Buildings.....	9
14. Easement for Encroachment.....	9
15. Units Subject to Master Deed and Condominium Trust.....	9
16. Amendments.....	9
17. Provisions for the Protection of Mortgagees.....	12
18. Severability.....	16
19. Waiver.....	16
20. Declarant's Reserved Rights to Construct and Add Future Phases.....	16
21. Creation of Contiguous Units.....	22
22. Definition of "Declarant".....	24
23. Captions.....	24
24. Governing Law.....	24
25. Transfer of Rights Retained by Declarant.....	25
26. Arbitration.....	25
EXHIBIT A EDGEWATER GARDENS CONDOMINIUM PHASE I DESCRIPTION OF THE LAND.....	27
EXHIBIT B EDGEWATER GARDENS CONDOMINIUM PHASE I DESCRIPTION OF BUILDINGS.....	28
EXHIBIT C EDGEWATER GARDENS CONDOMINIUM PHASE I DESCRIPTION OF UNITS.....	29
EXHIBIT D EDGEWATER GARDENS CONDOMINIUM PHASE I BOUNDARIES OF THE UNITS.....	30
EXHIBIT E EDGEWATER GARDENS CONDOMINIUM PHASE I LIMITED COMMON AREAS / EXCLUSIVE USE AREAS.....	31

**MASTER DEED  
OF THE  
EDGEWATER GARDENS CONDOMINIUM**

The undersigned **Greyhound Realty Group, LLC**, a **Massachusetts** limited liability company with a principal place of business at 229 Berkeley Street , Boston, MA, 02116 (hereinafter with its successors and assigns called the "Declarant"), being the sole owner of the land located at 32 – 53 St. Kolbe Drive and 2-14 & 11 – 17 Arbor Way, Holyoke, Massachusetts described on Exhibit A attached hereto and made a part hereof, by duly executing and recording with the Hampden County Registry of Deeds (hereinafter the "Registry") 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 Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name.

The name of the Condominium shall be:

**Edgewater Gardens Condominium**

2. Condominium Phasing / Overview.

The Condominium shall be developed as a phased condominium, each phase of which will include one (1) or more buildings (herein "Buildings"). The phasing provisions of the Condominium are contained in Paragraph 20 below. There may be as many, but not more than one hundred thirty two (132) Units (herein "Units") included in the entire Condominium, including all phases. It is expected that the Condominium will be comprised of thirteen (13) multi-family Buildings. Twelve (12) of the Buildings shall contain eight (8) Units and one (1) of the Buildings shall contain twelve (12) Units. The first phase of the Condominium, created upon the recording of this Master Deed, is "Phase I" and further described in Paragraph 6(a) below. All subsequent phases of the Condominium are described in Paragraphs 6(b) and 6(c) below. Paragraph 20 hereof sets forth the procedures to add additional phases to the Condominium.

3. Affordable Units.

Intentionally deleted.

4 The Unit Owners' Organization.

(a) Edgewater Gardens Condominium Trust. The organization through which the owners of Units within the Edgewater Gardens Condominium (herein the "Unit Owners") will manage and regulate the Condominium established hereby is the Edgewater Gardens 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 mailing address of the Trust is 53A Saint Kolbe Drive, Holyoke, Massachusetts 01040. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities (as defined in Section 1 of Chapter 183A) to which his 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 of the Condominium Trust, as of the date hereof (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

**Dale A. Schuparra, 229 Berkeley Street, Suite 301, Boston, MA 02116**

The Condominium Trustees are sometimes referred to herein as the "Board" or "Board of Trustees".

The Condominium Trustees have enacted by-laws (herein "By-Laws"), as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A. The By-Laws are contained in the Trust as recorded.

5. Description of the Land.

The land (herein the "Land") located on Saint Kolbe Drive and Arbor Way, in Holyoke, Massachusetts, upon which the buildings and improvements are situated, subject to and having the benefit of, as the case may be, all applicable easements, encumbrances, restrictions and appurtenant rights as more fully described in said Exhibit A attached hereto and made a part hereof. The Land is shown on a site plan (hereinafter the "Site Plan") dated May 3, 2006 prepared by Smith Associates Surveyors, Inc. and recorded herewith.

6. Description of Phases.

(a) Phase I: Phase I, which is located in the area shown as "Phase I" on the Site Plan, is comprised of Building 11-17, which is one (1) multi-family Building(s), containing a total of eight (8) Units.

(b) Subsequent Phases: The Declarant shall create additional phases by adding additional Buildings, as described in Paragraph 2 above.

7. Description of the Buildings.

The Building(s) on the Land which are included in Phase I, and the specific Units which are located in each Building are shown on the Site Plan and the Master Condominium Plans recorded herewith. A description of each Building stating the number of stories, the number of Units, whether there is more than one Unit within the Building, and the principal materials of which the Buildings are constructed are contained within Exhibit B attached hereto and hereby made a part hereof.

8. Designation of the Units, their Boundaries and Appurtenant Interests.

(a) The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto and made a part hereof. The Units are shown on the certified floor plans of the Condominium (hereafter the "Floor Plans") dated May 5, 2006, prepared by Carlson & Schmitt Architects, Inc., and recorded herewith.

(b) The boundaries of the Units within Phase I with respect to the floors, ceilings, walls, doors, and windows thereof are described in Exhibit D attached hereto and made a part hereof.

(c) 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 utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as described in Paragraph 9 below.

(d) 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 Areas and Facilities, but which are located in the Common Areas and Facilities or in another Unit or Units.

(e) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 9 below, in common with the other Units in the Condominium.

(f) Each Unit shall have appurtenant thereto the exclusive right and easement to use Limited Common Areas and Facilities (as defined in Chapter 183A, Section 1). Said Limited Common Areas shall also be referred to as "Exclusive Use Areas" and shall be further described in Paragraph 10 below.

(g) The owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the deck, balcony, or patio area if any, immediately adjacent to their Unit.

(h) The owner(s) of each Unit shall have the exclusive use of two (2) parking space(s) to be designated in the initial Unit Deed from the Grantor for every two bedroom Unit, and the exclusive use of one (1) parking space to be designated in the initial Unit Deed from the Grantor for every one (1) bedroom Unit.

9. Common Areas and Facilities.

Except for the Units, the entire premises, including, without limitation, the Land and all parts of the buildings and improvements thereon, shall constitute the "Common Areas and Facilities of the Condominium" or "Common Areas". These Common Areas and Facilities specifically include, without limitation, all portions of the Condominium not including any Unit, and including, without limitation, the following to the extent such may exist from time to time:

(a) The land described in Exhibit A together with the benefit of and subject to all rights, easements, restrictions, agreements and licenses set forth in said Exhibit A, if any, insofar as the same may be in force and applicable;

(b) The plantings, yards, decks, gardens, walkways, driveways, grass areas, steps and stairways, and parking areas, if any, subject to rights of Unit Owners to Limited Common Areas or Exclusive Use Areas, as described in Paragraph 8 or 10 ;

(c) All elements which are part of the interior and exterior of the Buildings (not including the Units) as follows:

- (i) all utility lines and installations of central services such as power, heat, 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 and are located within that Unit;
- (ii) all conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;
- (iii) all foundations, structural columns, girders, beams, supports, perimeter walls, the furring strips between the Units lying inside of the inner surface of the wallboard facing such strips, roofs and concrete floor slabs of all Buildings;
- (iv) the outside surface of exterior walls, roofs, doors and windows of all Buildings;
- (v) all rooms and equipment provided and contained therein in the Buildings, other than Units;

- (vi) all hallways and stairways, the elevator of the Buildings; and
- (vi) the vertical plane of the middle of the common wall separating the two Units within the Buildings;
- (e) 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) on the Land for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium; and
- (f) such additional Common Areas and Facilities as may be defined in Chapter 183A.

The Declarant has reserved the right pursuant to Paragraph 20 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, 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 phases to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

There is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

10. Limited Common Areas and Facilities and Exclusive Use Areas.

(a) Units shall have those rights and easements to areas designated on the Site Plan as Limited Common Areas and Exclusive Use Areas relative to said Units; specifically the patios and decks appurtenant to each unit. Limited Common Areas and Exclusive Use Areas are further described in Exhibit E attached hereto.

(b) Limited Common Areas and Facilities and Exclusive Use Areas and Facilities, as shown on the Floor Plans, the Site Plan, and described in Exhibit E shall be appurtenant to each Unit respectively, and said rights and easements may not be severable from the Units.

(c) Each Unit shall the exclusive use of a storage area located in the basement of the Building where the Unit is located. Storage areas shall be identified with the same numbers of the Unit and granted to the Unit in the initial Unit Deed from the Grantor.

11. Parking.

(a) Within the Condominium, upon the completion of all Phases, it is anticipated that there will be a total of approximately one hundred fifty nine (159) parking spaces. All two (2) bedroom Units shall have the right and easement to at least two (2) parking spaces and all of the one (1) bedroom units shall have the right and easement to at least one (1) parking space (herein "Parking Easement(s)") within the outdoor parking area, as shown on the Site Plan, which shall

be conveyed by the Declarant to Unit Owners as a part of their unit deed (herein "Unit Deed") Parking Easements may be conveyed or leased by Unit Owners to other Unit Owners, but may not be conveyed to anyone who is not a Unit Owner of the Edgewater Gardens Condominium.

(b) Unit Owners of the Edgewater Gardens Condominium and their guests and invitees may use the remaining outdoor parking spaces located within the Common Areas of the Condominium and designated on the Site Plan as guest parking. However, no cars or vehicles belonging to a Unit Owner or a guest or invitee of a Unit Owner may be parked in any parking space or within the Common Areas of the Condominium (not including Exclusive Driveways or Parking Easements) for more than ten (10) consecutive days and nights.

(c) Except on a temporary basis, only non-commercial vehicles may be parked within the Condominium. Boats, commercial and recreational vehicles are prohibited in all outdoor parking areas.

(d) The Condominium Trust shall have the right to remove any vehicle in violation of the provisions of this Paragraph 11.

Additional rules and regulations regarding parking within the Condominium may be adopted from time to time by the Condominium Trust.

12. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest 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 on the date of this Master Deed 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. Exhibit C shall hereafter be amended as additional phase(s) are added to the Condominium pursuant to Paragraph 20 hereof.

13. Purpose and Restrictions on Use and Occupancy.

(a) Each Unit is intended to be used only for residential purposes by not more than one (1) family unit or by not more than three (3) unrelated persons. 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 Unit for such personal office use as is customarily carried on as incidental to the residential use of a single family residence. 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 thereover 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 and Limited 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) 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 Condominium Trust and By-Laws, any rules and regulations from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all of the Units and Condominium Trust, and shall be enforceable by each Unit Owner and also by the Condominium Trustees, and shall, insofar as permitted by law, be perpetual, and to that end may be extended by the Unit Owners and 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 a vote of seventy-five (75%) percent or more of the undivided interests in the Common Areas and Facilities and an instrument in writing signed by 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 owner of a Unit shall be liable for any breach of the provisions of this Paragraph 13 except as such occur during his or her ownership thereof.

13A. Declarant's Reserved Rights.

(a) Notwithstanding anything contained within Paragraphs 13 and 13A above or within this Master Deed to the contrary, the Declarant, or any affiliate thereof, which term shall include, without limitation, any related or associated corporation or subsidiary, trust, partnership, limited liability corporation or other entity or individual (collectively the "Affiliates") reserves unto itself and its Affiliates, successors and assigns the right, until all of said Units, including Units in all phases of the Condominium, have been sold by said Declarant or its Affiliates, successors or assigns, to use and occupy on an exclusive basis, and to let or lease Units owned or leased by them, or the Common Areas and Facilities, as a sales, leasing and management office, as storage areas, for purposes of construction, or as models for display for purposes of sale or leasing of Units, and as such shall have a right of access to any such area to accomplish any such purpose. In addition, the Declarant, its Affiliates, successors and assigns shall have the exclusive right to erect and maintain signs on any part of the Common Areas and Facilities and to utilize the parking areas within the Condominium for the purpose of marketing, leasing, selling, and reselling the units, and to designate said parking area through the use of signs or otherwise, for such exclusive purposes.

(b) The rights reserved hereinabove to the Declarant, its Affiliates, successors and assigns shall be exclusive and shall not be restricted by the Condominium Trust, or 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 the 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 Affiliates, successors, or assigns, as the case may be.

13B. Pets.

(a) Owners of Units may keep one (1) dog that does not weigh more than fifty (50) pounds and as many as two cats. All dogs shall be registered with the Board. All Unit Owners may keep birds, aquarium fish or any other pet considered to be a "standard household pet". No pets shall be permitted within a Unit or anywhere within the Condominium if the pet may be considered dangerous, regardless of caging or other means of confinement of pet provided by the Unit Owner.

(b) All pets kept by Unit Owners shall be licensed and inoculated as required by law. Pets may not be kept, bred or maintained for any commercial purpose.

(c) Unit Owners must keep all pets, other than cats, on leashes at all times while in common areas of the Condominium. Unit Owners may not permit their pets to leave waste on any Common Areas. Unit Owners shall be required to immediately pick up and properly dispose of their pet's waste in a sanitary manner.

(d) Each Unit Owner who violates any of the foregoing provisions, or causes damage to or requires clean-up of the Common Areas due to actions of pet, or any Unit Owner of a pet that is offensive or causes or creates a nuisance or unreasonable disturbance, odor or noise, shall be fined in an amount determined by the Board or assessed by the Board for the cost of repair or damage or cleaning. A Unit Owner with a pet that is in violation of the provisions herein may be required to permanently remove any pet that is the cause of the violation from the Condominium within ten (10) days' of receipt of written notice from the Board.

13C. Leasing of Units.

In addition to the provisions contained in Paragraph 13(a) above, all lease agreements shall be for a period of not less than twelve (12) consecutive months. All lease agreements shall be in writing and specifically subject to the Master Deed, the Trust and the Rules and Regulations of the Condominium, including the restrictions with respect to occupancy, and shall have a minimum initial term of one (1) year. A copy of all leases or rental agreements, as executed shall promptly be furnished to the Board of Trustees who shall keep and maintain the same as part of its records. All tenants must be approved by the Trustees prior to occupancy. Said approval must be in writing and shall not be unreasonably withheld or delayed by the Trustees.

13D. Trust By-Laws and Rules and Regulations.

The use of Units by all Unit Owners, guests, invitees and tenants, or persons authorized to use the same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Trust and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Trustees.

13E. Use of all Common Areas and Facilities within the Buildings.

The use of all Common Areas and Facilities within the Buildings, if any, shall be used solely by Unit Owners of the Buildings in which their Units are located.

14. Easement 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.

15. Units Subject to Master Deed and Condominium Trust.

The acceptance of a Unit 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 20 hereof), the Unit Deed and the Condominium Trust, and the By-Laws of the respective Trusts, 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, tenant, 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 or lease thereof.

16. Amendments.

(a) Except as otherwise provided in Paragraph 20 hereof with respect to amendments adding phase 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 Registry provided, that:

- (i) 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.
- (ii) 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.
- (iii) Except as provided in Paragraph 20 hereof with respect to amendments adding new phases 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.
- (iv) 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 Chapter 183A shall be of any force or effect.
- (v) Where required under the provisions of this Paragraph 16, the instrument of amendment shall be assented to by the holders of the Unit Owners' first mortgages of record with respect to all of the Units.
- (vi) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phases to the Condominium as set forth in Paragraph 20 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth herein 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 Registry.
- (vii) No instrument of amendment which would adversely 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 20 hereof to include additional phases, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (a)(vii) shall terminate upon the completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor or assign of the Declarant's development interest in the Condominium) all Units including those of the last phase of the Condominium.
- (viii) No instrument of amendment which purports to amend or otherwise affect subparagraph (a) of this Paragraph 16 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees (herein "First Mortgagee(s)") of record with respect to the Units.

(ix) The 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 mortgagee of the Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner or his, her or its percentage interest in the Common Areas and Facilities. Any such amendment may be made without the consent of the Unit Owners or First Mortgagees.

(b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Unit 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), the 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 of the 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 entitles to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership, (iii) to bring this Master Deed or the Declaration of Trust in to 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 the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the 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 the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Declarant or any member or manager of the Declarant no longer holds or controls title to a Unit and has completed all phases of the Condominium.

17. Provisions for the Protection of Mortgagees.

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 FHLMC or FNMA, as applicable under laws and regulations applicable thereto and shall apply for the protection of the holders of the First Mortgages 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:

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

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the 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) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least sixty-seven (67%) percent of the First Mortgagees (based on one (1) vote for each first mortgage owned), and Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:

- (i) by any act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Paragraph 20 hereof;

- (iii) partition or subdivide any Unit;
- (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 20 hereof; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for anything other than the repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) 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.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Areas and Facilities.
- (g) 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:
  - (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
  - (ii) Any delinquency in the payment of assessments or charges owed 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 sixty (60) days;
  - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;

- (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 17.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
  - (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (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 fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
  - (iii) 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.
  - (iv) 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 sixty-seven (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 fifty-one (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 charges 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, 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 Unit Owners and lenders, and to holders, insurers or guarantors of any First Mortgagee, 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 lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deeds, 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 in writing by the Trustees prior to occupancy.

(m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of Owners of Units to which at least sixty-seven (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 fifty-one (51%) 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 sixty-seven (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 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 rights;
- increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of any unit boundaries;
- convertibility of units into common elements or vice versa;

- expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- a decision by the owner's association of a project that consists of 50 or more units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

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 Paragraph, 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 17, and may be relied upon by any person without being required to make independent inquiry.

18. 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.

19. 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.

20. Declarant's Reserved Rights to Construct and Add Future Phases.

(a) In order to permit and facilitate the addition of phases to the Condominium, as described in Paragraph 6 herein, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements to construct, erect and install on the Land, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable;

- (i) Additional Building(s), each containing one (1) or more Units, including single-family houses and/or two-family townhouses containing garages,;
  - (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, 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 residential, phased condominium.
- (b) The Declarant further reserves the following rights (until all of the Units have been sold by said Declarant, its Affiliates, successors and assigns):
- (i) To alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Buildings or portions thereof for the exclusive use of one (1) or more Unit Owners.
  - (ii) To grant or reserve or to cause the Condominium Trustees to grant or to reserve easements across, under, over and through the Land or any portion thereof which the Declarant determines is necessary or convenient in connection with the development or use of the Condominium; 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.
  - (iii) To use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any buildings or other improvements to the Condominium or additions thereto.
- (c) Each Owner of a Unit within the Condominium, by the acceptance and recordation of a Deed to his Unit, shall thereby have consented to any such 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 the 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.
- (d) 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 with men, 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 20 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 20 of this Master Deed. 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. 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.

(e) The phase or phases which 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.

(f) Ownership of each building, together with the Units forming part thereof 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 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.

(g) The Declarant's reserved rights and easements to construct and add additional Units to the Condominium, together with their designated appurtenant Common Areas, shall be unlimited except for the restrictions as follows:

(i) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:

(a) The expiration of ten (10) years after the recording of this Master Deed. However, in the event the Declarant receives permission from FNMA to extend the expiration date herein, the expiration date shall be extended accordingly, and the Declarant's rights to add additional phases shall be prolonged without the consent of any Unit Owner or Mortgagee;

- (b) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Paragraph 20 reach the maximum limit of one hundred thirty two (132); or
- (c) 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.
- (ii) Location of Future Improvements. There are no limitations imposed on the location of future phases, buildings, structures, improvements and installations to be constructed, erected or installed on the Land or land to be added to the Condominium in future phases, pursuant to the rights reserved to the Declarant under this Paragraph 20.
- (iii) 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 numbers of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (iv) is not exceeded. Notwithstanding the foregoing, it is anticipated that all Buildings included in all additional phases shall contain either 8 or 12 Units.
- (iv) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add new Units to the Condominium as part of future phases so that the total number of Units in the Condominium would exceed one hundred thirty two (132).
- (v) 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 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. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable federal, state or local law and regulation) on the use, size, layout and design of future Building(s) or the size, 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 8 hereof.
- (h) Declarant's 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 as Common Areas as Exclusive Use Areas or Limited Common Areas of Units to be added to the Condominium a part of future phase(s). Such future designated Common Areas may include, but need not be limited to, fences, steps, terraces, decks, porches, yard areas, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas, Exclusive Use

Areas or Limited Common Areas appurtenant to the Units in such phase(s) if such Common Areas, Exclusive Use Areas or Limited Common Areas are different from those described in Paragraphs 9 and 10 hereof.

(i) Declarant's Reserved Rights to Construct Future 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, at the Declarant's expense, 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 a sewage treatment plant (or expansion of the existing sewage treatment plant), parking garages, parking lots 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 20 (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.

(j) Recording of Phasing Amendments. The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recorded with the Registry amendment(s) to this Master Deed which shall contain the following information:

- (i) An amended Exhibit B describing the Building(s) being added to the Condominium;
- (ii) 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 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);
- (iii) An amended Exhibit D containing the boundaries of all Units in the Condominium, including the additional Units;
- (iv) An amended Exhibit E containing Limited Common Areas and Exclusive Use Areas of all Units of the Condominium, including those Units being added to the Condominium;
- (v) A revised Site Plan of the Condominium showing the new Building(s) if needed; and

(vi) Revised Floor Plans for the new Units being added to the Condominium, which shall comply with the requirements of Chapter 183A.

(k) Addition of Land to the Condominium. In addition to the Declarant's rights to add additional phases within the Land, as described hereinabove in Paragraphs 20(a) through 20(j), the Declarant shall have the right to add adjacent parcels of land, including all improvements thereon, to the Condominium (herein "Additional Land"). In the event the Declarant incorporates Additional Land to the Condominium, the Declarant shall have all rights to create and add Units to the Condominium located within the Additional Land. All phasing rights of the Declarant relative to the Land shall be applied to Additional Land.

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 20 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. 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 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, 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 said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed 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. 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 Unit 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 to the Declarant's reserved rights under this Paragraph 20 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph 20.

In the event that notwithstanding the provisions of this Paragraph 20 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.

For purposes of the addition of phases to the Condominium set out in Paragraphs 6 and 20 herein, the Declarant shall have all of the rights and easements reserved to it in Paragraph 13B hereof.

21. Creation of Contiguous Units.

(a) Rights to Combine and/or Partition Contiguous Units. Without limitation or derogation in any way of the rights of the Declarant under this Master Deed, in the event that two (2) or more contiguously located Units are in common ownership and if the owner of such Units (the "Contiguous Owner") desires to physically connect such Units by cutting one or more openings between such Units, the following procedure shall apply:

- (i) The Contiguous Owner shall notify in writing the Condominium Trust of the intention to physically connect the Units accompanied by (a) detailed plans and specification showing the proposed work (the "Proposed Work Plans") drawn by an architect registered in Massachusetts, (b) certification by the registered architect that such work will not impair the structural integrity of the Building, and (c) a written agreement obligation the Contiguous Owner to the other Unit Owners and to the Condominium Trust (1) to complete the work expeditiously in accordance with the Proposed Work Plans, in a first-class workmanlike manner, using new materials, and under the supervision of the architect, (2) not to impair the structural integrity of the Building or adversely affect pipes, wires, risers or utilities which are part of the Common Areas and Facilities, (3) to pay promptly all bills for labor and materials, (4) to indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and (5) to pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Condominium Trust may engage to advise then as to any aspect of such work (provided that the Condominium Trust may, but shall not be obligated to engage an architect to so advise them), and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this Paragraph.
- (ii) The Contiguous Owner shall secure all necessary permits and approvals prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an amount not less than one million (\$1,000,000.00) dollars, or such higher amount as may reasonably be required by the Condominium Trust, such insurance naming the Condominium Trust as additional insured, and deliver to the Condominium Trust



evidence of such insurance coverage and proof of payment of the premium therefore prior to the commencement of the work.

- (iii) The work shall be performed so as to minimize disturbances to other Unit Owners and occupants.
- (iv) The Contiguous Owner shall not commence or have any agent commence such work unless and until obtaining the written consent of the Condominium Trust. The Condominium Trust may withhold its consent if the work could impair the structural integrity of the Building, or adversely affect pipes, wires, risers, or utilities that are part of the Common Area and Facilities, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and the Proposed Work Plans and with this Paragraph.
- (v) At the completion of the work, the Contiguous Owner shall notify the Trustees, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of the registered architect that the work has been completed in all respects and in accordance with the Proposed Work Plans, and that the performance of such work has not impaired the structural integrity of the Building or adversely affected pipes, wires, risers or utilities which are part of the Common Areas and Facilities.

(b) Appurtenant Rights, As Necessary. During such time as the Units are physically connected, the Contiguous Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and repass through the Common Areas and Facilities that separated such Units from each other prior to the work which is subject of this Paragraph.

(c) Dividing Combined Units. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined into a contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units by following the procedure set forth hereinabove in this Paragraph, and in such event or event the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such contiguous arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units.

(d) Amendment of Master Deed to Reflect Unit Connection. If a Unit Owner physically connects (or disconnects) Units which he owns in a contiguous arrangement as set forth above, the Condominium Trust shall unilaterally amend this Mater Deed, but only to reflect the creation (or reversal) of such contiguous arrangement. Such amendment shall be

accompanied by a plan prepared and certified in accordance with Chapter 183A. The cost of all such amendments, including the preparation of plans, shall be borne solely by the Unit Owner who connected (or disconnected) the Unit Owner's Units. Upon the connection of two Units, the Unit Owner's percentage interest in the Common Areas and Facilities will be the sum of each Unit's interest prior to the Units being connected. After the disconnection of two connected Units, the percentage interest of each resulting Unit shall be the original percentage of each Unit prior to the combination of the Units, respectively.

22. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Greyhound Realty Group, LLC which has executed, delivered and recorded this Master Deed, and to all successors and assigns of said Greyhound Realty Group, LLC who come to stand in the same relation as developer of the Condominium as it did.

23. 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.

24. 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. Provided, 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 least two-thirds (2/3) of the total voting power of the Unit Owners, as said voting power is defined in Article V, Section 5.3 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 24 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, including all its possible future phase(s).

25. Transfer of Rights Retained by Declarant.

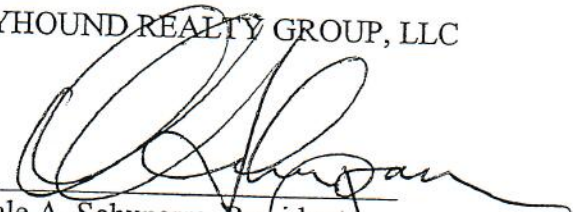
Any and all rights and powers reserved to the Declarant, its Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however, that such conveyance, transfer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

26. Arbitration.

In the event that any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a majority or unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a majority or unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by the American Arbitration Association (Boston Office, or such office which may be closer to Holyoke, so long as such institution shall exist, or such similar organization as may then be in existence) who shall arbitrate such dispute according to rules promulgated by such Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any court of competent jurisdiction. The cost of such arbitration shall be paid by the individual submitting the matter to arbitration.

IN WITNESS WHEREOF, the said Greyhound Realty Group, LLC has caused these presents to be executed this 1<sup>st</sup> day of June, 2006.

GREYHOUND REALTY GROUP, LLC

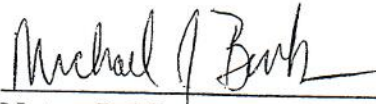
By:   
Dale A. Schuparra, President,  
Domino Realty Corp., as Manager  
of Greyhound Realty Group, LLC

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

June 1, 2006

On this 1<sup>st</sup> day of June, 2006, before me, the undersigned notary public, personally appeared Dale A. Schuparra, President of Domino Realty Group, in its capacity as Manager of Greyhound Realty Group, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.



Notary Public:

My Commission Expires:

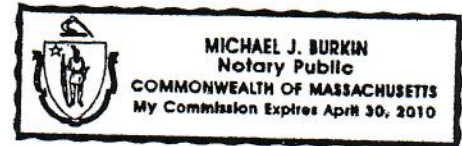


EXHIBIT A  
EDGEWATER GARDENS CONDOMINIUM

PHASE I

DESCRIPTION OF THE LAND

11-17 Arbor Way, Holyoke, Massachusetts

**PARCEL 12 and 22:**

The certain real property in the Project Area, Mass. R-145, including Parcels 12 and 22, as shown on a plan entitled "Prospect Heights – Street Layout and Easement Plan, Owner – Holyoke Redevelopment Authority, City Hall, Holyoke, Massachusetts, dated September, 1974, Scale 1" = 50', Stanley W. Deck, City Engineer, City Hall Annex, Holyoke, Massachusetts, Revised 9/75, Revised 7/79", which map is recorded at the Hampden County Registry of Deeds, Plan Book 187, Pages 116 and 117, as more particularly described as follows:

Beginning at a point at the intersection of the Northerly side of Father Kolbe Drive with the Westerly side of Elm Street;

Thence running northeasterly along the Westerly side of Elm Street for a distance of 271.37' to a point;

Thence running southwesterly along the easement No. 20A as shown on the aforesaid map for a distance of 149.47 feet to a point;

Thence running southwesterly along Parcel No. 23 for a distance of 179.62 feet to the North side of Father Kolbe Drive;

Thence running along the northerly side of Father Kolbe Drive a distance of 118.00 feet to the point or place of beginning.

Subject to all easements and reservations of record. For Grantor's title see deed dated and recorded in the Hampden County Registry of Deeds in Book 10100 Page 359.

EXHIBIT B

EDGEWATER GARDENS CONDOMINIUM

PHASE I

DESCRIPTION OF BUILDINGS

Phase I of the Condominium is comprised of one (1) two (2) story Building of wood frame construction, asphalt roof, electric heat, and wood siding. The Building contains a total of eight (8) units.

EXHIBIT C

EDGEWATER GARDENS CONDOMINIUM

PHASE I - BUILDING 11 - 17

DESCRIPTION OF UNITS

Unit Designation	Location	Approximate Area (sq. ft.) *	Number of Rooms	Immediately Accessible Common Areas	Percentage Interest in Common Areas and Facilities
11-A	First Floor	644	3	Hallway and Deck	11.8421%
11-B	Second Floor	644	3	Hallway and Deck	11.8421%
11-C	Second Floor	738	4	Hallway and Deck	13.1578%
11-D	First Floor	738	4	Hallway and Deck	13.1578%
17-A	First Floor	738	4	Hallway and Deck	13.1578%
17-B	Second Floor	738	4	Hallway and Deck	13.1578%
17-C	Second Floor	644	3	Hallway and Deck	11.8421%
17-D	First Floor	644	3	Hallway and Deck	11.8421%

\* not including storage areas in basement.

EXHIBIT D

EDGEWATER GARDENS CONDOMINIUM

PHASE I

BOUNDARIES OF THE UNITS

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

- (i) Floors: The plane of the upper surface of the floor joists;
- (ii) Ceilings: The plane of the lower surface of the ceiling joists;
- (iii) Interior Walls: The plane of the interior surface of the wall studs, or in the case of the walls without studs, the plane of the interior surface of the furring strips;
- (iv) Exterior Walls: The plane of the interior surface of the furring strips
- (v) Doors and Windows: As to doors, the exterior surface thereof; as to windows, the exterior of the glass and window frames.



EXHIBIT E

EDGEWATER GARDENS CONDOMINIUM

PHASE I

LIMITED COMMON AREAS / EXCLUSIVE USE AREAS

The parking areas as shown on the Condominium Site Plan recorded herewith. The deck and porch areas as shown on the Master Plans for the Condominium recorded herewith.