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BAKER HOMES CONDOMINIUM
MASTER DEED
Baker Avenue / Gifford Lane
Concord, Massachusetts

Concord Housing Trust, Inc., a Massachusetts corporation (the Declarant), being the sole owner of the land and buildings in Concord, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Middlesex County Registry of Deeds (the "Registry of Deeds") hereby submits those premises to the provisions of Massachusetts General Laws, Chapter 183A ("Chapter 183A") to create a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. **Name** The name of the Condominium shall be:

BAKER HOMES CONDOMINIUM

Section 2. **Description of Land** The Condominium is located on land on Baker Avenue and Gifford Lane, Concord, Middlesex County, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

A portion of the land is subject to an easement for municipal water and sewer, together with rights of passage on foot in the public, each granted to the Town of Concord in compliance with a requirement for granting of the Special Permit authorizing development of the land in connection with creation of the Condominium. The Easements Between Baker Avenue Cul-de-sac and Gifford Lane Cul-de-sac is recorded with the Registry of Deeds at Book 43359, Page 409. The Special Permit is recorded with the Registry of Deeds at Book 43298, Page 66.

The Declarant reserves for itself, its successors and assigns, without the consent of the Trustees or of any unit owner or any person claiming by, through or under any of them, their respective mortgagees or any other person

i) the exclusive right to grant at any time hereafter an easement from Gifford Lane on portions of the driveway for 78 Gifford Lane and continuing southwesterly therefrom over the portion of the land described

For execution

Peter B. Farrow Esq
69 Pleasant St
Concord, MA 01742

SEE PLAN IN RECORD BOOK PAGE

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in Exhibit A adjacent to the property at 77 Gifford Lane in configuration generally as shown on the Site Plan] as approved by applicable public authority solely for access by vehicle and on foot as a common driveway to one single family house on the 4.59 acre parcel of land abutting said 77 Gifford Lane to the south presently owned by Bruce A. Gurall and Travis J. Snell identified in Town records as tax parcel 3805 on tax map E09 (the Benefited Parcel), including within the area of the easement underground utilities serving the single family house

and also

ii) the non-exclusive right to grant at any time hereafter a public access easement consistent with, and constituting a continuation of, the Public Access Easement between Gifford Lane and Baker Avenue cul-de-sacs referenced on Exhibit A, provided that a) such public access easement shall commence from the sideline of Gifford Lane with the common driveway

and

b) no portion thereof shall be located in any exclusive use area of either 76 Gifford Lane or 78 Gifford Lane (other than the common driveway serving 78 Gifford Lane).

No grant of any easement of access to the Benefited Parcel or any portion thereof, whether for the purpose stated under subparagraph i) above or for any other purpose, by any person at any time hereafter shall be of any force or effect unless signed by the Declarant, or its successors and assigns, who shall be solely entitled to receive any compensation paid with respect to the granting of any such easement, whenever and by whomever made. If the Declarant, its successors and assigns no longer exist, all rights reserved exclusively under subparagraph (i) to the Declarant, its successors and assigns shall be deemed held by the Town of Concord. Nothing in subparagraph (ii) shall diminish the Trustees' right to grant public access easements without the consent of the Declarant, its successors and assigns, nor shall any compensation be due the Declarant therefore.

Section 3. Description of Building; Units to Be Added to Condominium When Built There is to be, on the land described in Exhibit A, three two-story buildings (the "Buildings") constructed of wood framing and reinforced cementitious clapboard-style siding on concrete foundations with asphalt shingle roofs and other materials customary to wood frame residential construction. One of the buildings off Baker

Avenue will contain three Units and the other two buildings, one off Baker Avenue and the other off Gifford Lane, will contain two units each.

Of these, five Units (identified below) presently are built and constitute the Units within the Condominium at the recording of this Master Deed. The remaining two Units (147 Baker Avenue and 149 Baker Avenue) are in construction and are to be added to the Condominium in an amendment to this Master Deed when they are built. For this purpose, the Declarant reserves all right, acting solely under its name and without the consent of any Unit Owner, mortgagee or other person, which may be necessary or convenient to amend this Master Deed on one or more occasions for the purpose of adding such units to the Condominium, which the Declarant shall do promptly on the completion of the Units. Each Unit shall conform to the description in the following paragraph. These rights shall expire five years after the recording of this Master Deed.

Section 4. Floor Plans; Designations of Units and Their Boundaries The following site plan, showing the location and dimensions of all Units proposed to constitute the entire Condominium and bearing the verified statement of Kanayo Lala, Registered Professional Engineer, and the following floor plans showing the layout, location, unit designation and dimensions of the Units being included in the Condominium with the filing of this Master Deed, certified by Holly S. Darzen, a registered architect, each of Mr. Lala and Ms. Darzen certifying that the plans fully and accurately depict the same (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of four sheets as follows:

Site Plan

Floor Plans - Unit 78 Gifford Lane and 76 Gifford Lane (A1)

Floor Plans (Basement and First Floor) - Unit 133 Baker Avenue, Unit 135 Baker Avenue and Unit 137 Baker Avenue (A1)

Floor Plans (Second and Third Floor) - Unit 133 Baker Avenue, Unit 135 Baker Avenue and Unit 137 Baker Avenue (A2)

The condominium units (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as follows.

133 Baker Avenue is comprised of a basement, living room, dining room, kitchen and half bath on the first floor, two bedrooms and a bathroom on the second floor and a bedroom, bathroom and unfinished space on the third floor with a driveway and an exclusive yard, all as shown on the Plans.

135 Baker Avenue is comprised of a basement, living room, dining room, kitchen and half bath on the first floor, three bedrooms and a bathroom on the second floor and an attic above with a driveway and an exclusive yard, all as shown on the Plans.

137 Baker Avenue is comprised of a basement, living room, dining room, kitchen, bedroom and bathroom on the first floor, two bedrooms, a bathroom and unfinished space on the second floor with a driveway and an exclusive yard, all as shown on the Plans.

147 Baker Avenue, when added to the Condominium, is to be comprised of a basement, living room, dining room, kitchen and half bath on the first floor, three bedrooms and a bathroom on the second floor and an attic above with a driveway and an exclusive yard, all as shown on the Plans.

149 Baker Avenue, when added to the Condominium, is to be comprised of a basement, living room, dining room, kitchen and half bath on the first floor, three bedrooms and a bathroom on the second floor and an attic above with a driveway and an exclusive yard, all as shown on the Plans.

76 Gifford Lane is comprised of a basement, living room, dining room, kitchen, bedroom and bathroom on the first floor, two bedrooms and a bathroom on the second floor and an attic above with a driveway and an exclusive yard, all as shown on the Plans.

78 Gifford Lane is comprised of a basement, living room / dining room, kitchen and half bath on the first floor, two bedrooms and a bathroom on the second floor and a bedroom on the third floor with a driveway and an exclusive yard, all as shown on the Plans.

The boundaries of the Units are as follows:

Floors: The upper surface of the basement floor or slab, as the case may be;

Roofs: The inner surface of the roof joists;

Walls: The interior surface of the foundation wall and of wall studs; and

Exterior doors and windows: As to doors leading to common areas, the exterior surface of the doors and the exterior finished surface of the door frame; as to windows, the exterior surface of the glass and of the sash (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the exterior finished surface of the window frame.

Each Unit has access through each exterior door to the common area and facilities of the Condominium.

Section 5. Common Areas and Facilities The common areas and facilities of the Condominium consist of:

- (a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;
- (b) All improvements on the land other than Units, including without implied limitation driveways, drainage utilities, and utility infrastructure above and below ground; and
- (d) All other elements of the Condominium not included with a Unit.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit B attached to this Master Deed. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date, taking into account affordable housing restrictions to be placed on each Unit prior to or at the time of initial sale which limit their fair market value. The market value of the Units, and therefore their percentage interest, is materially affected by affordable housing restrictions duly recorded.

Termination or modification of an affordable housing restriction will alter the Unit's market value and require correction to percentage interests so that they remain in the approximate relation of fair market value. Therefore, should affordable housing restrictions cease to apply to a Unit or should affordable housing restrictions be

modified to change the price at which the Unit can be sold, that Unit's percentage interest shall be corrected by multiplying it by a fraction, the numerator of which is the Fair Market Value of the Unit following termination or modification of the affordable housing restriction and the denominator of which shall be the fair market value of the Unit as restricted immediately prior to termination or modification of the affordable housing restriction, and the percentage interest of each other Unit shall be reduced proportionately so that the percentage interest of all Units equals 100%. Determinations of value established by customary and usual professional third party appraisal or certified in writing by the Concord Board of Assessors shall be conclusive. The Condominium Trustees are authorized to certify in writing recorded with the Registry of Deeds any adjustment to percentage interest resulting from termination or modification of an affordable housing restriction. "Fair Market Value" and "Appraisal" shall have the meaning assigned in the Affordable Housing Covenant or other affordable housing restriction in question, and if not defined therein shall have their ordinary meaning in the residential real estate market.

Prior to the time when all Units have been added to the Condominium as provided in this Master Deed, the percentage interest of each Unit then part of the Condominium shall be its percentage interest identified on Exhibit B divided by the sum of the percentage interests of all Units then part of the Condominium, rounded as reflected in Exhibit B.

The common areas and facilities shall be subject to the provisions of the By-Laws of Condominium Trust recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

All common area other than exclusive use areas and areas shown on the Site Plan as paved (or authorized to be paved) and for a storage shed shall be maintained generally in their natural open condition (except for the storage shed) and no permanent structure of any type shall be constructed therein. Any use thereof authorized by the Trustees shall be consistent therewith. Examples of uses consistent with maintaining the common areas in their natural open condition include mowing for play areas (with or without play equipment), vegetable or flower gardens, and a trail on the public walking easement.

Storage sheds shall be placed only in the locations shown on the Site Plan.

Section 5.1. **Yards, Porches, Decks and Driveways** Each yard(s), porch(es) and deck(s) directly adjacent to any Unit as shown on the Plans, walkways within the yard(s) and the driveway serving the Unit, shall be limited common area reserved for the exclusive use of that Unit in the dimensions shown on the Site Plan for all purposes for which yards, porches, decks, walkways and driveways are used in Concord, except that no fixed structure, other than a patio, or fence as more completely stated in Section 5.2 **Restrictions in Common with 111 Baker Avenue** below, may be placed in a yard which is limited common area. The Unit Owners each shall be responsible for their respective exclusive use limited common areas as fully as if such areas were owned outright. All decorations, furniture and furnishings and other items kept on, about or visible in such exclusive use area may be reasonably regulated by the Condominium Trustees. Unit Owners may make plantings in their yards provided the same are customary in nature and are well-maintained. All maintenance of plantings shall be entirely the obligation of the Unit Owner. Each Unit Owner may maintain the original (or reasonably substituted) observable bounds as may exist from time to time (such as fences, plantings such as trees or rows of plants or marker stones) marking the limits of the exclusive use area for the yard. Fences height is limited as stated in Section 5.2 **Restrictions in Common with 111 Baker Avenue** below and fence design requires the prior approval of the Trustees, whose consent shall in general not be unreasonably withheld, but the Trustees shall be under no obligation to approve fences lacking aesthetic qualities (such as chain link fences) or blocking view.

Maintenance of common yards, natural open spaces and all other portions of the land (other than the exclusive use limited common areas appurtenant to the various Units) shall be a Condominium Trust responsibility performed at common expense.

Each Unit Owner shall have the exclusive easement to use the area designated on the Plans within the driveway serving the Unit for parking private passenger vehicles and for other uses for which driveways are used in Concord during the existence of the Condominium, but such easements shall end upon the permanent withdrawal of the premises from Condominium status. This exclusive easement shall be appurtenant to the Unit to which it is first conveyed, shall run with that Unit and shall be conveyed by the Unit Owner only with the Unit to which it appertains. The Unit Owners of each Unit so benefited shall have the obligation to maintain their parking area clean and in good and safe order, and shall have all other responsibility therefor as fully as if owned outright. Such area shall be subject to reasonable regulation by the Condominium Trust as to safety and appearance.

There shall be no overnight parking on the street serving the Units during the months such parking is prohibited on public streets in Concord.

All costs which, by the terms of this Master Deed are to be borne by the owner of a particular Unit, shall, if paid by the Trustees, be assessable to those Units together with any late charges, fines and interest which the Trustees shall impose, along with reasonable attorney's fees and other costs of collection, as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

Because each Unit Owner is responsible for exclusive use limited common areas as fully as if owned outright, each Unit Owner shall maintain usual and customary liability insurance, together with such other insurance as the Condominium Trustees may require, with respect to such areas appurtenant to their Unit, and shall indemnify and hold harmless the other Unit Owners and the Condominium Trustees from and against any claim, liability, loss, cost or expense, including without limitation reasonable attorneys' fees, which may arise due to acts or omissions of any person within such limited common areas. Any insurance the Trustees may choose to maintain with respect thereto shall in no way diminish this sole and primary responsibility of the Unit Owners each for their own exclusive use limited common areas.

5.2 Restrictions in Common with 111 Baker Avenue The following restrictions constitute a common scheme of restrictions on 133, 135 and 137 Baker Avenue and the adjoining property at 111 Baker Avenue:

1) No building or above ground structure, including fences, shall be constructed on the premises until plans and specifications showing the nature, kind and shape of such building or structure have been submitted to and approved in writing by Concord Housing Trust, Inc.; the Declarant states that the existing building comprising 133, 135 and 137 Baker Avenue have been approved;

2) No residential structure at the location of 133, 135 and 137 Baker Avenue shall exceed 4,350 square feet of living space, measured in accordance with the standards of the Concord Board of Assessors (excluding therefrom basement, attic and garage space), nor shall any such residential structure or any adjoining accessory structure include garage parking for more than two vehicles, nor shall any fence exceed 36" in height (other than fencing required

by law to enclose an inground swimming pool);

3) No commercial vehicles or trucks shall be parked or stored outside any garage erected thereon (but the foregoing shall not exclude trucks or other vehicles commonly used as a passenger vehicle for a person living at the premises, even if also used for such person's commercial activities), and in no event shall any boats, trailers, campers or like recreational vehicles be parked or stored outside any garage erected thereon;

4) No above-ground swimming pool shall be permitted on the premises, and any deck or similar structure, and any shed or similar structure, shall be located behind the main residential structure in the location(s) shown on the Plans.

5) No garage shall be built at the property at 133, 135 and 137 Baker Avenue.

Section 6. Statement of Purposes; Restrictions on Use The purposes for which Units and the common areas and facilities are intended to be used are as follows:

Units shall be used solely for single family residential purposes and accessory uses permitted from time to time by the Zoning By-Law of Concord and shall be occupied by not more than one family or three persons unrelated by blood, marriage or adoption. "Family" shall mean individuals related by blood, marriage or adoption.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit shall engage in or permit any conduct or make any noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by a majority of the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes;
- (c) The exterior architectural integrity of the Units shall be preserved without modification, and to that end, no porch enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the exterior of any Unit except as may be expressly stated in this Master Deed. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, but matters of exterior colors and other issues of aesthetic style on the exterior of Units are solely within the authority of the Condominium Trustees.
- (d) While Unit Owners may maintain common household pets, no animal larger than a dog, and no animal of any size (nor group of pets) which in the Trustee's judgment creates unreasonable interference with the Unit Owners' use and enjoyment of their Units and the common areas, shall be kept in or brought upon any common area. The Trustees' permission to keep an animal shall not bar subsequent revocation of that permission as to any animal which creates such unreasonable interference.

These restrictions shall be for the benefit of all Unit Owners, shall be administered on behalf of the Unit Owners by the Condominium Trustees, shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. All regulation by the Condominium Trustees shall be uniformly administered. In addition to all remedies available by law, the Trustees may enforce these restrictions by imposing reasonable fines throughout the duration of such violation. All such fines, along with reasonable attorney's fees and other costs of collection, shall be assessable against the Unit as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations. No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her Unit ownership.

Section 7. **Amendment** This Master Deed may be amended by written instrument (a) signed by one or more owners of at least 75% of all Units, or in the case

of amendments resulting physical change to the common property or permanently affecting common expenses of the Condominium, by one or more owners of Units entitled to at least 75% of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds (amendments may in lieu of Unit Owner signatures be signed by a majority of the Trustees of the Condominium Trust who certify under oath that the requisite number of owners of Units have consented in writing thereto); PROVIDED, HOWEVER, that:

(a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

(b) Except as permitted in Sections 9 and 11, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(c) Except as permitted by the provisions of Chapter 183A, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has also been signed by all Unit Owners whose percentage of undivided interest is affected, and is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank, insurance company or other institutional lender shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgages;

(e) No portion of any 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 (but all other portions thereof shall be of full force and effect);

(f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e. not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the Condominium; and

(g) Notwithstanding anything herein to the contrary, the Declarant reserves for itself and any successors to the Declarant's interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Condominium Trust the right without the consent or signature of any other Unit Owner to amend this Master Deed to conform it with the requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") as they may apply to the Condominium.

The Town of Concord shall be given notice of any amendments to this Master Deed or to the Condominium Trust prior to adoption thereof, and no amendment which in the judgment of the Town is relevant to the public interest in maintaining the Units as affordable housing shall be effective without the Town's consent. On request, the Town shall state within thirty (30) days whether a proposed amendment is relevant to the public interest in maintaining the Units as affordable housing.

Section 7.1. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance

To the extent required to qualify the Units of the Condominium for unit mortgages under regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust except that to the extent of inconsistencies between this Section 7.1 and other provisions of this Master Deed, the other provisions shall prevail over this provisions of this Section 7.1).

(a) Except as provided herein or by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least 67% of the first mortgage lenders holding mortgages on the individual Units in the Condominium (based upon one vote for each first mortgage owned) or Unit Owners (other than the Declarant) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed, Declaration of Trust, or otherwise, shall:

(i) by 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;

(iii) partition or subdivide any Unit;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; or

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will be liable only to the extent provided by law for such Unit's unpaid common charges or dues which accrued subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.

(c) No provision of the Master Deed or Condominium Trust shall be construed to give any Unit Owner or any other party priority over the rights of the first mortgagee of any Unit 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 of the Condominium.

(d) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgage lender to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(ii) accept a deed in lieu of foreclosure (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 set forth in the preceding subsections (i) and (ii).

Provided that with respect to any Unit subject to an Affordable Housing Covenant or other affordable housing restriction now or hereafter created, any sale by a mortgagee shall be subject to the provisions of Section 5 of the Affordable Housing Covenant or other applicable provisions of any other affordable housing restriction.

(e) In addition to the provisions of subsection (a) of this Section 7.1, unless Unit Owners representing at least sixty-seven (67%) percent of the percentage interest in the common areas and facilities and at least fifty-one (51%) percent (by percentage interest) of the Eligible Mortgage Holders (defined below) have given their prior approval, no amendment to the Master Deed or Declaration of Trust shall be adopted which would make any material change (i.e. other than amendments by way of correcting technical error or clarification) in such documents, including, without limitation, any change in the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interest in the general or limited common areas, or rights to their use;
- (vi) boundaries of any Unit;
- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium premises;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;

(xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xii) a decision by the Condominium Trust to establish self- management when professional management had been required previously by an Eligible Mortgage Holder;

(xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Declaration of Trust;

(xiv) any action to terminate the Condominium after substantial destruction or condemnation occurs; and

(xv) any provisions that expressly benefit holders, insurers or guarantors of Unit mortgages.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action that requires the approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within thirty (30) days after delivery of a written request sent registered or certified mail, return receipt requested, by the Trustees for approval of any material addition or amendment pursuant to this subsection (e) or any other matter requiring approval shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees making reference to this Section, when recorded with the Registry of Deeds, shall be conclusive against all persons as to the facts set forth therein.

The Declarant intends that the provisions of this Section 7.1 and all other provisions of this Master Deed and the Condominium Trust comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed, Condominium Trust, and General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners, Unit mortgagees or the

Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control. This Section 7.1 may be amended only with the prior written approval of first mortgage lenders representing at least sixty-seven (67%) percent in number and percentage interest of the mortgaged Units in the Condominium and sixty-seven (67%) percent in percentage interest of the Owners of Units in the Condominium.

Section 8. Unit Owners' Organization The Unit Owners will manage and regulate the Condominium through Baker Homes Condominium Trust under Declaration of Trust recorded herewith, which has a mailing address of 137 Baker Avenue, Concord MA 01742. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, and the mailing address of the Trust are as follows: Peter B. Farrow, 69 Pleasant Street and Edith Fruscione, 754 Main Street, each in Concord, Massachusetts.

Section 9. Declarant's Reserved Right to Make Technical Corrections and to Complete Condominium Declarant reserves for itself, its successors and assigns, the right and power for so long as Declarant owns two or more Units (which includes Units yet to be included within the Condominium), without the consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors.

Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

Declarant also reserves for itself, its successors and assigns, the right and power, without the consent of any Unit Owner, to do all such reasonable and necessary things on the Condominium property, including without limitation the right to enter on the Condominium land, to construct the Units, to tie into common utility systems, and in general to do all things the Declarant determines are necessary or convenient to

completing construction of the remaining Units of the Condominium as stated in Section 3.

The Condominium Trust shall have and is hereby granted a reasonable right of entry into any Unit to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Condominium.

The Condominium Trust shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes necessary for the proper operation of the Condominium.

Each Unit Owner, by acceptance of the delivery of the deed to a Unit, and each mortgagee, by acceptance of the delivery of a mortgage of a Unit, shall thereby have consented to the provisions of this Section, including without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner or mortgagee. For the purposes of this Section, each Unit Owner, by acceptance of a deed to a Unit, and each mortgagee, by acceptance of the delivery of a mortgage of a Unit, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner and mortgagee, which power of attorney is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's and mortgagee's heirs, executors, successors, transferees and assigns.

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after three (3) years from the date of recording of this Master Deed (or any shorter period stated above), and (ii) no such amendment shall materially and adversely affect any substantive rights of any Unit Owner without that Unit Owner's consent, other than Declarant, its successors or assigns.

Section 10. Chapter 183A Governs The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof

from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 11. **Condemnation** From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 12. **Transfer of Retained Rights** Any right or power reserved to the Declarant in this Master Deed or in the Condominium Trust may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically by a conveyance recorded with the Registry of Deeds. Any such right or power may only be assigned specifically and a conveyance of a Unit or Units alone shall not operate as a transfer of any such power.

Section 13. **Definitions** All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

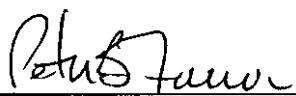
Section 14. **Waiver** The provision of this Master Deed shall be waived only in writing by the party with rights thereunder, and not by conduct, no matter how often repeated.


Section 15. **Partial Invalidity** The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

Section 16. **Special Provisions on Termination** As a condition to removal of the Condominium from the provisions of Chapter 183A and termination of the Condominium Trust, on or before the effective date of termination all holders of affordable housing covenants or restrictions shall have consented in writing to the termination.

EXECUTED UNDER SEAL as of January 13, 2005.

Concord Housing Trust, Inc.

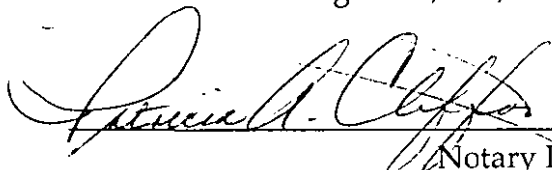
By: 
Peter B. Farrow, President

By: 
Carolyn Flood, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 13th day of January, 2005, before me, the undersigned notary public, personally appeared Peter B. Farrow, proved to me through satisfactory evidence of identification, which was Mass Drivers Lic., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President for Concord Housing Trust, Inc., a Massachusetts nonprofit corporation.


Notary Public

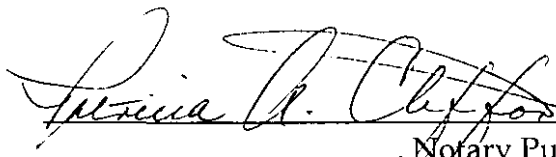
Patricia A. Clifford
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2009

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 13th day of January, 2005, before me, the undersigned notary public, personally appeared Carolyn Flood, proved to me through satisfactory evidence of identification, which was MASS Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Treasurer for Concord Housing Trust, Inc., a Massachusetts nonprofit corporation.


Notary Public

Patricia A. Clifford
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2009

My commission expires:

EXHIBIT A
Legal Description
Lot 2

A certain parcel of land situated in Concord, Middlesex County, Massachusetts identified as Lot 2 on a plan entitled "Plan of Land - Concord, Massachusetts - 1 inch = 30 feet" dated May 10, 2004 prepared by Snelling & Hamel Associates, Inc., Professional Land Surveyors, 10 Lewis Street, Lincoln, Mass 01773 recorded with Middlesex South District Registry of Deeds as Plan #788 of 2004 and bounded and described as follows:

- BEGINNING:** at a point on the southerly sideline of the Gifford Lane cul-de-sac, being the southeasterly corner of the sanitary lift station easement as shown on said plan;
- THENCE:** running on a curve to the left of radius 85.00 feet, a distance of 102.25 feet by the sideline of said Gifford Lane cul-de-sac to land now or formerly of John L. and Arlene E. Howard;
- THENCE:** running S 05° 09' 41" W, a distance of 147.09 feet by said land now or formerly of John L. and Arlene E. Howard;
- THENCE:** running S 85° 46' 23" W, a distance of 48.68 feet by land now or formerly of Gurall and Snell;
- THENCE:** running along the line of the 1987 layout of Route 2, a state highway, by two courses, a distance of 112.89 feet and 306.16 feet respectively;
- THENCE:** running N 23° 48' 00" E by the line of 1932 county layout of said Baker Avenue, a distance of 6.20 feet to a bound at the point of intersection with the 2004 Town Layout as shown on said plan;
- THENCE:** running on a curve to the left of radius 85.00 feet, a distance of 334.97 feet by the southwesterly, southerly and southeasterly sideline of said 2004 Town Layout of the Baker Avenue cul-de-sac to a bound;

THENCE: running on a curve to the right of radius 25.00 feet, a distance of 43.60 feet by the easterly sideline of said 2004 Town Layout of the Baker Avenue cul-de-sac to a bound;

THENCE: running N 23° 48' 00" E by the line of said 1932 county layout of Baker Avenue, a distance of 20.24 feet to a point;

THENCE: running on a curve to the right of radius 240.00 feet, a distance of 185.42 feet by the southerly sideline of said Baker Avenue to a bound;

THENCE: running S 22° 20' 55" E, a distance of 218.81 feet by Lot 1 shown on said plan to a bound;

THENCE: running S 40° 40' 10" W, a distance of 70.40 feet by land now or formerly of Eric R. and Isabelle A. Schnadig to a point at land now or formerly of Cheryl A. Akusis and Neil J. Akusis, Jr.;

THENCE: running N 42° 02' 59" W, a distance of 12.46 feet by land now or formerly of Cheryl A. Akusis and Neil J. Akusis, Jr. to a bound;

THENCE: running S 37° 34' 23" W, a distance of 147.24 feet by land now or formerly of Cheryl A. Akusis and Neil J. Akusis, Jr. to a bound

THENCE: running S 45° 34' 21" E, a distance of 111.61 feet by land now or formerly of Cheryl A. Akusis and Neil J. Akusis, Jr. to the point of beginning.

Containing 83,387 square feet more or less, according to said plan.

Being a portion of the premises described in the Deed from the Commonwealth of Massachusetts to Concord Housing Trust, Inc. dated July 14, 2004 recorded with the South Middlesex Registry of Deeds, Book 43298, Page 64 and also including the premises described in the Deed from Cheryl A. Akusis and Neil J. Akusis to Concord Housing Trust, Inc. dated May 21, 2004 recorded with the South Middlesex Registry of Deeds, Book 43359, Page 405.

Said Lot 2 is subject to and has the benefit of i) the Sanitary Lift Station Easement, ii) the Sewer and Water Easement - 20' wide and iii) the 10' wide Public Access Easement, all as more completely shown on said plan and set forth in the document entitled "Easements between Baker Avenue Cul-de-Sac and Gifford Lane Cul-de-Sac, Concord, Massachusetts" between Concord Housing Trust, Inc. and the Town of Concord dated July 15, 2004 recorded with the South Middlesex Registry of Deeds, Book 43359, Page 409.

Said Lot 2 is subject to and has the benefit of the 15' wide Sewer Easement as more completely shown on said plan and set forth in the Sewer Easement between Concord Housing Trust, Inc. and Englund Corporation dated July 29, 2004 recorded with the South Middlesex Registry of Deeds, Book 43457, Page 346.

EXHIBIT B
Percentage Interests

Unit	Percentage Interest
133 Baker Avenue	16.4%
135 Baker Avenue	16.4%
137 Baker Avenue	16.4%
147 Baker Avenue	9.0%
149 Baker Avenue	9.0%
76 Gifford Lane	16.4%
78 Gifford Lane	16.4%

Prior to the time when 147 Baker Avenue and 149 Baker Avenue have been added to the Condominium, the percentage interest of each Unit then part of the Condominium shall be 20% (i.e., its percentage interest identified above divided by the sum of the percentage interests of all Units then part of the Condominium).

