

**ELM BROOK CONDOMINIUM
MASTER DEED
Elm Brook 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:

ELM BROOK CONDOMINIUM

Section 2. **Description of Land** The land on which the condominium is located is generally known as Elm Brook Lane, Concord, Middlesex County, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

The land is subject to a conservation restriction being 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 Special Permit is recorded with the Registry of Deeds at Book 32057, Page 253 and the conservation restriction is to be recorded hereafter, on completion of construction of the Condominium. The Declarant reserves the right, without the consent of any Unit Owner or person claiming by, through or under the Unit Owner, to record the conservation restriction as required under the Special Permit, including public access, on completion of construction of the Condominium.

Section 3. **Description of Building; Units to Be Added to Condominium When Built** There is to be, on the land described in Exhibit A, twelve 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. Each building will contain (and be limited to) one Unit in the style of separate single family homes.

Of these, six Units (identified below) presently are built and constitute the Units within the Condominium at the recording of this Master Deed. The remaining six Units

For execution

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SEE PLAN IN RECORD BOOK 3472 PAGE 412

are in construction and are to be added to the Condominium in one or more amendments 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, one at a time or in groups as the Declarant determines, 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 Clifford E. Rober, Registered Land Surveyor, 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. Rober 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 eight sheets as follows:

Elm Brook Condominium - Master Deed Plan in Concord, MA (Middlesex County) Scale: 1" = 40' dated January 14, 2002 prepared by Rober Survey, 1072A Massachusetts Avenue, Arlington MA 02476 consisting of Sheet 1 of 2 and Sheet 2 of 2

50 Elm Brook Lane, Concord, Massachusetts dated 1/31/02 prepared by Linea 5, Inc., 195 State Street, Boston MA 02109, consisting of a single sheet

56 Elm Brook Lane, Concord, Massachusetts dated 1/31/02 prepared by Linea 5, Inc., 195 State Street, Boston MA 02109, consisting of a single sheet

60 Elm Brook Lane, Concord, Massachusetts dated 1/31/02 prepared by Linea 5, Inc., 195 State Street, Boston MA 02109, consisting of a single sheet

90 Elm Brook Lane, Concord, Massachusetts dated 1/31/02 prepared by Linea 5, Inc., 195 State Street, Boston MA 02109, consisting of a single sheet

96 Elm Brook Lane, Concord, Massachusetts dated 1/31/02 prepared by Linea 5, Inc., 195 State Street, Boston MA 02109, consisting of a single sheet

100 Elm Brook Lane, Concord, Massachusetts dated 1/31/02 prepared by Linea 5, Inc., 195 State Street, Boston MA 02109, consisting of a single sheet

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.

The following Units are Cape style homes and contain a basement, a living room, dining room, kitchen, bedroom, bath and laundry on the first floor, and two bedrooms and a bath on the second floor:

55 Elm Brook Lane, 60 Elm Brook Lane, 90 Elm Brook Lane and 99 Elm Brook Lane

The following Units are Colonial style homes and contain a basement, a living room, dining room, kitchen, bedroom and bath on the first floor, and a study, two bedrooms and a bath on the second floor:

50 Elm Brook Lane, 67 Elm Brook Lane, 87 Elm Brook Lane and 100 Elm Brook Lane

The following Units are Saltbox style homes and contain a basement, a living room, study, dining room, kitchen and bath with laundry on the first floor, and three bedrooms and two baths on the second floor:

56 Elm Brook Lane, 61 Elm Brook Lane, 93 Elm Brook Lane and 96 Elm Brook Lane

Of these, at the recording of this Master Deed the Units at 50 Elm Brook Lane, 56 Elm Brook Lane, 60 Elm Brook Lane, 90 Elm Brook Lane, 96 Elm Brook Lane and 100 Elm Brook Lane are built and are included in the Condominium. The remaining Units, when built, will be added to the Condominium by one or more amendments to this Master Deed as stated above.

The boundaries of the Units are as follows:

Floors: The lower surface of the basement floor or slab, as the case may be, and including all footings within the boundaries of the Unit;

Roofs: The outer surface of the roof and other exterior surfaces and features;

Walls: The exterior surface or other features of the exterior walls; 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.



These boundaries are intended to place the entire home within the boundaries of the Unit. Utilities within these boundaries are also part of the Unit.

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

Expansion of Units Each Unit Owner shall have the right to expand the Unit in (but only in) the following respects without the consent of other Unit Owners, the Condominium Trustees or any holder of any affordable housing restriction then in effect as to the Unit, even though such expansions are beyond the original boundaries of the Unit as stated above, and following any such expansion the boundaries of the Unit in question shall be deemed to be revised such that the expansion is entirely part of the Unit:

- (1) each Unit Owner may add skylights as they determine;
- (2) each Unit Owner may add a deck or a porch (but not constituting habitable space) provided it is entirely within the location for the Unit shown on the Floor Plan of the Unit;
- (3) each Unit Owner may add storage space (for example, a yard shed or attached storage shed) provided it is entirely within the Exclusive Use Yard for the Unit shown on the Site Plan; and
- (4) each Unit Owner may add a garage for one passenger vehicle, provided it is entirely within the location for the Unit shown on the Site Plan.

Each of the foregoing additions shall be of design and materials similar to those of the Unit and shall be approved in writing by the Condominium Trustees prior to construction. At their discretion, the Condominium Trustees may require that skylights be uniform in appearance.

No other expansion of any Unit shall be permitted without the prior written consent of any holder of any affordable housing restriction then in effect as to the Unit that such expansion is consistent with maintaining the unit as affordable housing, together with such other approval (and/or amendment to this Master Deed) by the Condominium unit owners and the Condominium Trustees as may be required by law. No other structure serving fewer than all the Units may be constructed. Each expansion of the Unit, whether in whole or in part beyond the boundaries of the Unit established under this Master Deed, shall be the sole maintenance responsibility of the Unit Owner(s) as fully as if originally part of the Unit.

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; provided however, that within the land each Unit shall have that limited common area, intended for the exclusive use of that Unit, as shown on the Site Plan, which exclusive use area shall be the sole responsibility of the Unit Owner as fully as if owned outright; [areas for exclusive use of any Unit are intended to be, and may be referred to herein as limited common areas];

(b) The air space surrounding the Unit, beginning at the exterior surface or other exterior features of the Unit;

(c) All improvements on the land other than Units, including without implied limitation roads, driveways, drainage utilities, the culvert under the road and utility infrastructure above and below ground; and

(d) All elements of the common septic system serving the Units located outside the Units, including without limitation piping, tanks, pumps, leaching fields and all structures related thereto.

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 on certain Units 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 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 market value of the Unit as restricted immediately prior to termination or modification of the affordable housing restriction (presently referred to in the Affordable Housing Covenant as the Affordable Price), 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 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 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) or authorized for use in expansion of the Units as stated above shall be maintained generally in their natural open condition 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, vegetable or flower gardens and trails.

Section 5.1. Yards and Driveways Each yard directly adjacent to any Unit, including the driveway, retaining wall (if any), fences, patio and walkway(s) 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, driveways and walkways are used in Concord, except that no structure (other than a patio, or other than a deck or porch or storage shed as to the designated portion of the yard area as more completely stated a) may be placed in this limited common area. The Unit Owners each shall be responsible for their respective exclusive used 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 from such yard 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 by the Unit Owner. Maintenance of 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 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 other than of the same design as those originally installed in the front of the homes require 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 all view above four feet.

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.

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:

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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 may be expanded except as is expressly permitted in this Master Deed nor may any Unit contain more than three bedrooms as defined in 310 CMR 15.002 of Title 5 of the State Environmental Code.

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 may be reasonably regulated by the Condominium Trustees.

(d) While Unit Owners may maintain common household pets, no animal larger than a dog, no more than one animal (be it dog, cat or other pet) and no animal of any size 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, and in the case of amendments requiring 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;

(g) The Massachusetts Department of Environmental Protection shall be given notice of any amendments to the Master Deed prior to the adoption thereof, and no amendment which in any way relates to the common septic system, termination of the Condominium or limiting each unit to three bedrooms shall be effective without the Department's prior written approval; and

(h) 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 (particularly Section 7) in respect of matters governing the septic system serving the Units and matters regarding DEP's consent as a condition of termination of the Condominium as stated in Section 7(g), 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 Elm Brook Condominium Trust under Declaration of Trust recorded herewith, which has a mailing address of 60 Elm Brook Lane, 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 and Edith Fruscione

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, altering this document to comply with law, or modifying this document so as to comply with FNMA or FHLMC requirements.

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 and septic 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 Sections 2 and 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 in the Condominium, 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

(a) Until such time as the Declarant has no remaining beneficial interest in the Condominium, Owners holding one hundred percent (100%) of the beneficial interest, and the written consent of the Concord Board of Health and the Massachusetts Department of Environmental Protection as provided in subparagraph (b) hereof, shall be required to terminate the Condominium and remove the property from the

provisions of Chapter 183A; provided however that whenever the Declarant approves of termination then seventy five percent (75%) of the beneficial interest shall be required together with the consent of the Concord Board of Health and the Massachusetts Department of Environmental Protection as aforesaid.

(b) 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

- (i) all holders of affordable housing covenants or restrictions shall have consented in writing to the termination;
- (ii) the Concord Board of Health and the Massachusetts Department of Environmental Protection shall have consented in writing to the termination;
- (iii) in the event that the septic system is still servicing the Units, a substitute form of the owners' association that receives shared system approval from the DEP pursuant to 310 CMR 15.290 through 310 CMR 15.293, and is in a form satisfactory to the Concord Board of Health shall be established and in existence, and approved in writing by each of them, prior to termination to assume maintenance and management of the septic system.

If the foregoing requirements for termination are satisfied, on the date of termination (or earlier) the areas then used for the septic system, together with such other easements, rights of access and other rights reasonably necessary to maintenance, repair and replacement of the septic system as determined by the Concord Board of Health and in accordance with the shared system approval granted by the Massachusetts Department of Environmental Protection, shall be conveyed to the owner's association. Termination shall not be effective unless and until such conveyance has been duly recorded and the consent of the Concord Board of Health and any other lien holder whose consent is required or requested by the Concord Board of Health has been obtained and recorded as the case may be.

EXECUTED UNDER SEAL as of January 30, 2002.

Concord Housing Trust, Inc.

By: Peter B. Farrow
Peter B. Farrow, President


By: Toby Kramer
Toby Kramer, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January , 2002

Then personally appeared the above-named Peter B. Farrow, President of Concord Housing Trust, Inc., as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Concord Housing Trust, Inc., before me.



Marc Petrucci Notary Public
My commission expires: 8-26-2005

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 30, 2002

Then personally appeared the above-named Toby Kramer, Treasurer of Concord Housing Trust, Inc., as aforesaid and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of Concord Housing Trust, Inc., before me.



, Notary Public
My commission expires:

**DANIEL M. ROSEN, NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 28, 2007**

For execution

EXHIBIT "A"

Description of Land

The land with the improvements thereon in Concord, Middlesex County, Massachusetts, described as Lot A containing 12.87 acres more or less, shown on a plan entitled "Plan of Land Virginia Road, Concord, Mass. Prepared for Concord Farm" by Otte & Dwyer, Inc., which plan is dated December 14, 1994 and recorded with the Middlesex South District Registry of Deeds, in Book 26733, Page 503 (the "Plan"). Said Lot A includes Parcels 1A and 2A as shown on the Plan.

Said premises conveyed hereby are subject to easements, rights and restrictions of record insofar as the same are now in force and applicable.

The premises are conveyed subject to the following restriction set forth in the deed from Concord Farms Limited Partnership to the Inhabitants of the Town of Concord dated May 24, 1995 recorded in South Middlesex Registry of Deeds, Book 26733, Page 503:

a. Parcels 1A, consisting of 0.90 acres, more or less, and 2A, consisting of 5.49 acres more or less, will be used for conservation, open space and passive recreation and for no other uses; and

b. The balance of Lot A (exclusive of Parcels 1A and 2A) shall be used solely for residential housing, conservation, open space or recreation and for no other use.

EXHIBIT B
Percentage Interests

Unit	Initial Percentage Interest	Final Percentage Interest
50 Elm Brook Lane	19.0%	9.98%
55 Elm Brook Lane	None	4.96%
56 Elm Brook Lane	19.0%	9.98%
60 Elm Brook Lane	9.5%	4.96%
61 Elm Brook Lane	None	9.98%
67 Elm Brook Lane	None	7.63%
87 Elm Brook Lane	None	9.98%
90 Elm Brook Lane	14.5%	7.63%
93 Elm Brook Lane	None	9.98%
96 Elm Brook Lane	19.0%	9.98%
99 Elm Brook Lane	None	4.96%
100 Elm Brook Lane	19.0%	9.98%