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182-184 Hartwell Rd Bedford
plan # 613 of 2011

THIS SPACE RESERVED FOR REGISTRY OF DEEDS

**MASTER DEED OF
HARTWELL FARMS CONDOMINIUM**

A Phased Condominium Community

Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts with an office at 115 Flanders Road, Westborough, Massachusetts 01581 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Bedford, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed to include additional phases and/or sub-phases in the Condominium. Paragraph 16 also describes certain limitations on the Declarant's right to so amend.

2. Name.

The name of the Condominium shall be as follows: HARTWELL FARMS CONDOMINIUM.

3. Description of Land.

The premises that constitute the Condominium are comprised of the land (the "Property") situated at 182-184 Hartwell Road, Bedford, Middlesex County, Massachusetts containing 24.933 acres of land.

A more particular description of the Property constituting the Condominium and on which the Condominium Units are and will be located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases by adding additional land and units to the Condominium.

"Registry of Deeds" as used in this Master Deed shall mean the Middlesex South District Registry of Deeds.

4. Description of the Building(s).

The Declarant is declaring an initial phase containing 4 units located in one building. The building (hereinafter the "building" or "building(s)") on the Property is described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) or sub-phases are added to the Condominium pursuant to paragraph 16 hereof.

"Home" or "Homes" - As used herein is equivalent to the term "Unit" or "Units."

5. Designation of the Units and their Boundaries.

(a) The Condominium currently consists of 4 units located in one building. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of the Units currently phased into the Condominium are set forth in Exhibit B attached hereto, and are shown on the building floor plans recorded herewith (hereinafter referred to as the "Plans").

The Plans show the layout, locations, unit numbers and dimensions of the Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant adds additional Units to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with any amendment to this Master Deed adding additional Units to the Condominium, the Declarant shall record new site and floor plans showing the buildings and units forming part thereof.

(c) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof shall be measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Doors, windows, and interior walls which abut a Unit are part of the Unit. All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Trustees of the Condominium (the "Trustee"), as defined in the Declaration of Trust of Hartwell Farms Condominium Trust dated September 9, 2011 and recorded herewith (the "Condominium Trust").

(d) Each Unit excludes the fire wall/party wall between units, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services which are situated within a Unit, but which serve one or more other Units.

(e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that Unit.

(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(g) Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation the land and all parts of all buildings and all improvements shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

1. The land on which each of the Buildings is erected and all other land and improvements within the boundaries of the Property;
2. The landscaping;
3. All foundations, columns, girders, beams and supports;
4. All exterior walls and roofs of the Buildings;
5. All tanks, pumps, motors, fans, compressors and control equipment servicing more than one Unit; and fire suppression systems(s);
6. All parking areas, lighting, and walkways located on the Property, the use of which is not specifically reserved or granted to any unit owner as Limited Common Area;
7. All other parts of the Condominium and all apparatus and installations existing in the Buildings or on the Condominium land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium;
8. All conduits, ducts, pipes, wires, meters and other installations or facilities associated with the sewer force main or pressurized sanitary sewer serving one or more privately owned sewerage pump system located on the Property; and
9. Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10 and 11 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

7. Limited Common Areas and Facilities. The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities (sometimes called "exclusive use area" or "EUA") for the exclusive use of one or more Units as hereinafter described:

The following are detailed descriptions of the Limited Common Areas:

(a) Driveways. Included with and appurtenant to each Unit will be the driveway area leading from the roadway to the garage portion of the Unit which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(ii) Patios, Front Entry Stoops, Grill Pads, Porches, Bulkheads, Privacy Screens and Decks. If a Patio, Front Entry Stoop, Porch, Bulkhead, Privacy Screen(s), and/or Deck is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(iii) Steps or walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone, provided that steps or walkways which serve more than one Unit shall be for the shared exclusive use of the Units they serve.

(iv) Any heating and/or cooling unit, if located in the Common Elements adjacent to each Unit and exclusively serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained and repaired by such Unit Owner at his or her sole cost and expense.

The Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof.

The cost of maintenance and repair of any privacy screen or screened-in-porch shall be borne by the unit owner to whose appurtenant patio or deck it is attached. If any privacy screen or screened-in-porch is not maintained, repaired or replaced to the Trustees' satisfaction, the Trustees may, at their sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of the same to the owner(s) of the Units benefiting from such work. Any such assessment shall be a common expense constituting a lien against the Unit benefiting from any such work until paid.

8. Percentage Ownership Interest in Common Areas and Facilities.

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

From and after the addition to the Condominium of any subsequent phase or sub-phase containing additional Units pursuant to the provisions of this Master Deed, the percentage ownership interest to which the Phase 1 Units (and any Unit added by way of previously recorded Phasing Amendments) are entitled shall be reduced accordingly and the percentage ownership interest of the Phase 1 Units and all Units subsequently included herein shall be determined as set forth above.

9. Purpose and Restriction of Use and Affordable Restriction.

(a) Purpose and Restriction of Use: The purposes for which the Units are intended to be used are as follows:

(1) Each Unit shall be used only for residential dwelling purposes.

(2) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance and shall be used only for residential dwelling purposes.

(3) No alteration, addition or change to any part of the Common Areas and Facilities may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Areas and Facilities or Limited Common Areas and Facilities without the written consent of the Trustees. The provisions of this paragraph shall not apply to Declarant.

(4) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Limited Common Areas and Facilities, without the prior written approval of the Trustees. Without limiting the foregoing, all proposed subflooring and finish flooring changes inside a unit must be approved pursuant to this provision. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Home within sixty (60) days after such request is received, and, after the turnover event, failure to do so within the stipulated time shall constitute an approval by the Trustees of the proposed addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or any Limited Common Areas and Facilities without first (1) obtaining and maintaining during the course of such work such insurance as the Trustees may reasonably prescribe and providing the Trustees with a certificate of insurance prior to the commencement of the work; (2) executing and delivering to the Trustees an agreement, in form and substance reasonably satisfactory to the Trustees, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done; and (3) executing and delivering to the Trustees an agreement indemnifying and holding harmless the Trustees, its agents and employees, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. In the event the Trustees choose to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the alterations, additions or improvements.

(5) Any application to any department of the Town of Bedford or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be completed by the Unit Owner and executed by the Trustees only, without however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(6) These provisions shall not apply to Units owned by the Declarant or its designee until such Units shall have been initially conveyed by the Declarant or such designee.

(7) Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, standards and requirements of any and all governmental agencies having jurisdiction thereof.

(8) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Units or color of the Homes or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Unit Owner complies with requirements of the Architectural Control provisions contained in this Master Deed. This provision shall not apply to any of the foregoing that were originally installed or constructed by Declarant and is intended to apply to subsequent changes, alterations or additions contemplated by the Unit Owner.

- (9) Unit Owners who mortgage their Unit shall notify the Trustees providing the name and address of the mortgagee.
- (10) The Trustees shall, at the request of the mortgagee of the Unit report any unpaid Common Charges due from the Unit Owner of such Home.
- (11) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- (12) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (13) Rules and Regulations promulgated by the Trustees concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the Rules and Regulations become effective.
- (14) The Common Expenses shall be paid when due.
- (15) Occupancy of the Units shall be restricted to Residential Occupancy in accordance with the Zoning By-Laws.
- (16) No Unit Owner may alter the landscaping located on the Common Areas and Facilities.
- (17) No enclosure, awning, screen, screen door, antenna, satellite dish, 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 any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building without the approval of the Trustees.
- (18) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas and Facilities.
- (19) No Unit or any part of the Common Areas and Facilities or Limited Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.
- (20) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.
- (21) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use and are in compliance with local and state ordinances and laws) may be stored in any Unit.
- (22) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said Unit

which could structurally change any building, without the prior written permission on each occasion by the Trustees.

(23) There shall be no accessory apartments permitted. There shall be no additional bedrooms constructed. All units are limited to a maximum of two bedrooms.

(24) There shall be no parking on the emergency access road. This restriction shall be specifically included in all unit deeds, but failure to include this restriction in any unit deed shall not invalidate the restriction or the unit deed.

(25) A portion of the common area of the Condominium is subject to a Conservation Restriction recorded at Book 55814, Page 75. No action shall be taken or allowed by any Unit Owner that is in violation of the Conservation Restriction.

(b) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of twelve months. Landlords are required to provide the Trustees with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for Units within the condominium shall include the following language:

This lease is made in all respects subject to the Landlord's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, By-Laws, Resolutions and Rules and Regulations adopted or to be adopted by the Trustee of the Condominium. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, , By-Laws, Resolutions, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes. Failure to comply with these provisions shall be deemed a material breach of this Lease Agreement.

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

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

Hartwell Farms Condominium, c/o Declarant

Each lease must contain the following information: the names of all persons that will reside in the unit, make, color and plate number of each vehicle to be parked in the Condominium; and the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease at the above address prior to occupancy of his Unit by tenant shall be assessed a penalty set by the Trust a.k.a. the association of Unit Owners (the "Unit Owners' Association") for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(c) **Affordable Units Restriction:** Under the terms of the Special Permit, pursuant to which Hartwell Farms Condominium is developed and constructed, 12 units (fifteen percent (15%) of the Units (75 units) in the Hartwell Farms Condominium) shall be Affordable Units. Any unit designated as an "Affordable Unit" (or as "AFU" on Exhibit B) is subject to the affordability restrictions, terms and conditions contained in the Special Permit and Development Agreement as well as the Affordable Housing Deed Rider attached to the Unit Deed for that Unit. The Affordable Units will be offered at a price and on the terms set forth in the Special Permit, Development Agreement, and Local Initiative Program (LIP) Affordable Housing Deed Rider for that Unit. Any amendment to the Master Deed which purports to alter, amend or delete this paragraph shall be void and of no force and effect unless in compliance with the termination and extinguishment provisions of the Special Permit, Development Agreement, and Local Initiative Program (LIP) Affordable Housing Deed Rider for that Unit. Collectively, the affordability provisions of the Special Permit, Development Agreement, and Local Initiative Program (LIP) Affordable Housing Deed Rider for a Unit are referred to herein as the "Affordable Housing Restriction."

10. Rights Reserved to the Declarant for Sales and Future Development.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant as the owner of such unsold Units shall have the same rights as any other Unit Owner, subject to the Affordable Housing Restriction for any such units that are designated as Affordable Units. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and license the use of any unsold Units, subject to the provisions of Paragraph 9(b) hereof;
- (ii) Raise or lower the price of unsold Units;
- (iii) Use any Unit owned by the Declarant as a model for display for purposes for sale or leasing of condominium units;
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and
- (v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest (except as otherwise provided herein relative to adding phases to the Condominium) of any previously sold Unit or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignias they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees

and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer[s], construction trailer[s] and/or storage trailer[s]) erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the common areas and facilities of the Condominium including the development, construction and addition to the Condominium of future phases as permitted by paragraph 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development, construction and expansion of the common areas and facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium for the purposes of installing utilities and constructing other improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Condominium.

11. Rights Reserved to the Condominium Trust.

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees of the Condominium shall determine appropriate) to the Unit Owner involved, (or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit), the Trustees of the Condominium shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas. In addition the Trustees shall have the following rights and easements:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and Facilities and to do other work reasonably necessary for the proper maintenance or operation of the Condominium;

(b) To grant permits, licenses and easements over the Common Areas and Facilities, for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Condominium Trust shall deem necessary or desirable for the property operation and maintenance of the Condominium; and

(c) To grant easements to the Town of Bedford as may be required under the terms of the Special Permit, as modified, issued for Condominium.

12. The Condominium Unit Owners Association.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the HARTWELL FARMS CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust"), under a Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is

entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Trustees") is Declarant.

The mailing address of the Condominium is Hartwell Farms Condominium Trust, c/o Declarant

The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Condominium Trust shall be on the 2nd Tuesday in October of each year, or within sixty (60) days prior to or following said date, at a reasonable place and time as may be designated by the Trustees, provided that owners of record are notified of the meeting by U.S. Mail at least seven (7) days prior to the meeting date.

The FISCAL YEAR of the Condominium Trust shall begin on January 1st of each year.

13. Easements

The Trustees shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense. The Trustees shall have a right of access to all Common Areas and Facilities for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Trustees shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Trustees shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Areas and Facilities Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Areas and Facilities of the Condominium shall be the responsibility of the Trustees.

As a result of the above obligations and responsibilities, the Trustees or any of its directors, agents, employees or contractors shall have a right of access through, under, over and across the Common Areas and Facilities and the Units for the purpose of performing any of its obligations.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings; or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees; or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.

14. Units Owner's Rights and Obligations.

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16 hereof), the Declaration of Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16

hereof), the Declaration of Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, thereby irrevocably appoints the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop the Condominium and any additional phase(s) or sub-phases of the Condominium, and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit, regardless of unit size, location, layout, type, or affordability restriction, shall be entitled to one vote in any and all matters related to election or removal of trustees or management of the condominium or any other matters in the Act or this Master Deed or the Declaration of Condominium Trust executed and recorded simultaneously herewith requiring a vote of Unit Owners.

(e) Each Unit Owner, including the Declarant, shall be required to pay its share of common expenses upon being assessed therefore by the Trust. Such share shall be based upon the percentage interest shown for such Unit on Exhibit B. Each Unit shall be assessed its share of common expenses beginning on the date that particular Unit is added to the Condominium by the recording of this Master Deed or a subsequent Phasing Amendment. The Declarant shall be liable for each Unit's common expenses from the date it is added to the Condominium until the time of its transfer.

15. Amendments.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new Unit(s) to the Condominium or as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least sixty seven (67%) percent of the proportionate percentage interest in the Common Areas and Facilities, as said interests are defined in Schedule B to the most recent Phasing Amendment to this Master Deed, or if there is no Phasing Amendment, as defined in the Schedule B attached hereto, or signed by a majority of the Trustees of the Trust, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least sixty seven (67%) percent of the proportionate percentage interest in the Common Areas and Facilities, or, in either event, such higher percentage as required by the Condominium Act; and (b) duly recorded with the Registry of Deeds, provided, that:

(a) The date on which any instrument of amendment is first signed by an owner of a Unit or the majority of the Trustees shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) or sub-phases to the Condominium, no instrument of amendment which alters the proportionate percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A, as it may be amended, shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the Master Deed and particularly the provisions of paragraph 16 hereof to include additional phase(s) or sub-phases, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of all of the Units of the Condominium or seven (7) years, whichever shall last occur. In the event the then-current guidelines of the Federal National Mortgage Association (FNMA) for multiple phase projects require such right to terminate prior to the time period set forth above, the Declarant shall shorten such time period so as to comply with said guidelines by an instrument signed by the Declarant.

(g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC. Additional FNMA/FHLMC provisions for the protection of Mortgagees are included in Paragraph 19 below.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (g) through (h) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(j) Where required under the Master Deed and/or the Condominium Act the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of sixty (60) days written notice sent to said Mortgagees by Certified Mail/Return Receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by one or more of the Trustees stating that all necessary notices have been sent via Certified Mail/Return Receipt Requested and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Declarant's Reserved Rights to Construct and Add Units and Grant Certain Rights to the Town.

The Condominium presently is comprised of 4 condominium units in one (1) building (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to limit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the Condominium by addition of various buildings and units to the Condominium in multiple successive phases or sub-phases, with each such expansion being comprised of one or more Units.

The maximum number of Units in the Condominium, if all allowable buildings and units currently permitted under the Special Permit, dated November 16, 2006, recorded with the Registry of Deeds at Book 49033, Page 11, as affected by Modification of Special Permit, dated November 12, 2009, recorded with the Registry of Deeds at Book 53944, Page 412 ("Special Permit") are constructed and added to the Condominium, is seventy-five (75) Units.

The Declarant shall be under no obligation to proceed beyond those Units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the number of Units in the Condominium, the following provisions shall define the Declarant's reserved rights and easements and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights and easements to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire fifteen (15) years following the recording of this Master Deed provided that this reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the permitted maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add additional Units to the Condominium.

Notwithstanding the foregoing, if the then-current guidelines of the Federal National Mortgage Association (FNMA) for multiple phase projects require such rights to expire earlier than the dates set forth above, the Declarant shall shorten such time period so as to comply with said guidelines by recording a statement specifically amending this section of the Master Deed.

(b) Each expansion phase following the Master Deed shall consist of at least one building; provided, however that the Declarant shall have the right and easement to add a sub-phase, which could consist of a portion of a building. Each building will contain at least one unit as described on Exhibit B.

(c) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above unless and until the Declarant obtains the appropriate permits and approval from the Town of Bedford to do so.

(d) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein (to the extent allowed under the Special Permit), which are to be added to the Condominium as part of future phases; provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed.

(e) The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases and to grant easements to Unit Owners for the exclusive use of such Limited Common Areas. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(f) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendments to this Master Deed each of which shall contain the following information:

(i) An amended description of any land and building (or portion of the building in the case of a sub-phase) being added to the Condominium.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s) or sub-phase(s), the Units shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(g) The Declarant shall not amend the Master Deed so as to include any additional phase(s) or sub-phase(s) until the construction of the buildings containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(h) It is expressly understood and agreed that no such amendments adding new phases and Units to the Condominium or any changes made by the Declarant pursuant to the rights reserved hereunder shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(i) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as additional phase(s) or sub-phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights and easements hereunder,

the percentage ownership interest of the Unit in the Common Areas and Facilities, and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase or sub-phase, the fair market value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair market value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(j) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights and easements under this paragraph 16 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph. Each Unit Deed shall contain a statement that the Condominium is phased and that the percentage interest may change as additional phases or sub-phases are added.

(k) In the event that, notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium or relates to the rights reserved by the Declarant in this Paragraph 16, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit Owner, by the acceptance of the Unit Deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(l) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

(i) Additional roads, drives, parking spaces and areas, walks and paths;

(ii) New or additional Limited Common Areas;

(iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities;

(iv) Amenities, recreational facilities and/or infrastructure to be used by the Unit Owners in Condominium; and/or

(v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights, and easements reserved to him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the Premises on which are or shall be located the buildings constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement as well as the phasing rights reserved herein.

Ownership of each building, together with the units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant until conveyed; and the Declarant shall have the right to sell and convey the said units as Units of the Condominium without accounting to any party with respect to the proceeds of such sales.

The Declarant also reserves the right to grant certain easements over certain common areas of the Condominium to the Town of Bedford as may be required in the terms of the Special Permit, and to execute all instruments necessary in connection therewith. Every Unit Owner by the acceptance of a deed to the Unit hereby agrees that the Condominium Premises is or may become subject to the these easements in accordance with the terms of the Special Permit, regardless of whether such instruments are recorded before or after this Master Deed.

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

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Property in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith, which may be characterized as, without limitation, amenities, recreational facilities, and/or infrastructure. Upon substantial completion of any such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Trustees and the Trustees shall accept responsibility for such management, operation and maintenance in accordance with the terms of this Trust. Nothing contained in this paragraph 17, however, shall in any way obligate the Declarant to construct, erect or install any such shared and/or common use facility as part of the Condominium development.

18. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to Declarant and to any successors and assigns that come to stand in the same relationship as developer and Declarant of the Condominium.

19. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

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

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A, as it may be amended from time to time.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the percentage interest of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(iii) Partition or subdivide any Unit; or

(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/restrictions for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium including, without limitation, the granting of the certain easements in accordance with the terms of the Special Permit, and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and Common Areas and Facilities of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the 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;

(i) An institutional first mortgage lender, upon request to the Trustees, will be entitled to:

(i) written notice of any proposed amendment of the Master Deed effecting a change in (a) the boundaries of the Unit or the exclusive easement rights appertaining thereto for the Unit on which it holds a first mortgage, (b) the interest in the general or limited common areas appertaining to such unit or the liability for common expenses appertaining thereto; (c) the percentage interest and voting rights appertaining to said unit, or (d) the purposes to which said unit or the common areas related to said Unit are restricted;

(ii) written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Trust By-Laws which is not cured within sixty (60) days;

(iii) inspect the books and records of the Trust at all reasonable times;

(iv) receive an audited financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust;

(v) receive written notice of all meetings of the Unit Owners' Association, and be permitted to designate a representative to attend all such meetings;

(vi) receive prompt written notification from the Trustees of the Unit Owners' Association of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vii) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(viii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

(j) Notwithstanding anything to the contrary contained herein, the provisions of this subparagraph (j) shall not apply to the rights reserved by the Declarant in paragraph 16 hereof with respect to amendments adding new unit(s) to the Condominium. Excluding any amendments relating to the rights reserved by the Declarant in Paragraph 16, the prior written consent of fifty-one (51%) percent of the first mortgagees holding mortgages on unit who have requested notification of the consideration of material amendments, or of Unit Owner entitled to at least sixty-seven (67%) percent of the percentage ownership interest herein shall be required for the following:

(i) to add or amend any material provisions of the Master Deed or the Trust which establish, provide for, govern or regulate any of the following:

a. voting;

b. assessments, assessment liens or subordination of such liens;

- c. reserves for maintenance, repair and replacement of the common elements;
- d. insurance or fidelity bonds;
- e. rights to use Common Areas;
- f. responsibility for maintenance and repair of the several portions of the Condominium;
- g. expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the property, except for the rights reserved by the Declarant under Paragraph 16;
- h. boundaries of any unit;
- i. interests in the general or limited Common Areas;
- j. convertibility of units into Common Areas or Common Areas into Units;
- k. leasing of units;
- l. imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit in the condominium;
- m. any provisions which are for the express benefit of mortgage holders or eligible insurers of first mortgages on Units.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

20. Special Amendment.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust (without the consent of any other Unit Owners or Trustees):

- a. To comply with requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;
- b. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A;

d. To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto; and/or

e. To clarify any ambiguous terms or provision contained in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto or to correct any formal defect or omission.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees upon the occurrence of the Takeover Event, as defined in Paragraph 3.1 of the Trust.

21. Severability.

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

END OF TEXT

SIGNATURE PAGE FOLLOWS

Executed as a sealed Instrument on this day, 9/9, 2011.

DECLARANT
Pulte Homes of New England, LLC

By: 
Its: Authorized Real Estate Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 9 day of September, 2010 before me, the undersigned notary public, personally appeared Brian Lipien, Authorized Real Estate Signatory for Pulte Homes of New England, LLC who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in the capacity indicated, and that he has the authority to sign in that capacity.

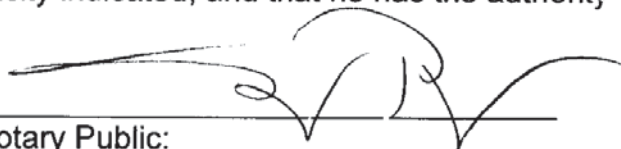

Notary Public:
My Commission Expires:



Exhibit A
Legal Description

The land with the buildings and improvements thereon, situate in said Bedford, Middlesex County, Massachusetts being all of Lot 1 as shown on plan of land entitled "Plan of Land, Hartwell Road, Bedford, MA; Prepared For: Have A Hartwell, LLC, 434 Massachusetts Ave., Boston, Massachusetts 02118", dated August 11, 2010, Marchionda & Associates, L.P., Engineering and Planning Consultants, Stoneham, MA, recorded as Plan No. 668 of 2010.

Lot 1 contains 24.933 acres of land, according to said plan.

Excepting therefrom the following parcel of land situated in said Bedford, Middlesex County, Massachusetts shown as Lot 1B on a plan entitled "Plan of Land, Hartwell Road, Bedford, MA, Prepared for Have A Hartwell LLC" dated August 11, 2010, which plan was recorded September 22, 2010 with the Middlesex Registry of Deeds Southern District as Plan No. 667 of 2010, to which plan reference should be made for a depiction of the parcel:

SOUTHERLY	by land now or formerly of Have a Hartwell, LLC, one hundred twenty-eight and 64/100 (128.64) feet;
WESTERLY	by land now or formerly of Have a Hartwell, LLC, ten and 36/100 (10.36) feet;
NORTHERLY	by Parcel 2B as shown on said plan, one hundred twenty-seven and 30/100 (127.30) feet;
EASTERLY	by Parcel 1A as shown on said plan, ten and 04/100 (10.04) feet.

Lot 1B contains 1,265+/- square feet according to said plan.

Being the same premises conveyed to Declarant by deed of Hartwell Farms, LLC dated February 25, 2011, recorded with the Registry of Deeds at Book 56533, Page 259.

The Property is subject to:

1. Title to and rights of others in and to so much of the premises as is deemed to lie within the bounds of Hartwell Road.
2. Upper and lower riparian rights and rights of others in and to the bed and flow of Elm Brook.
3. Effect of Easement and Release Agreement by Raytheon Company to AG/ND Bedford, L.L.C., dated 12/17/2003; see sketch attached to instrument recorded at Book 41661, Page 397.
4. Development Agreement by Have A Hartwell, LLC, and the Town of Bedford, dated 3/27/2006, recorded at Book 47266, Page 64, as affected by Development Agreement – Amendment dated July 26, 2010, recorded at Book 55423, Page 2. (See plan at Book 11427, Page 425.) See also Sewer Reimbursement Agreement referenced below and recorded at Book 49984, Page 119. See also Memorandum of Understanding By and Between Have-A-Hartwell, LLC and Town of Bedford recorded at Book 56689, Page 27.

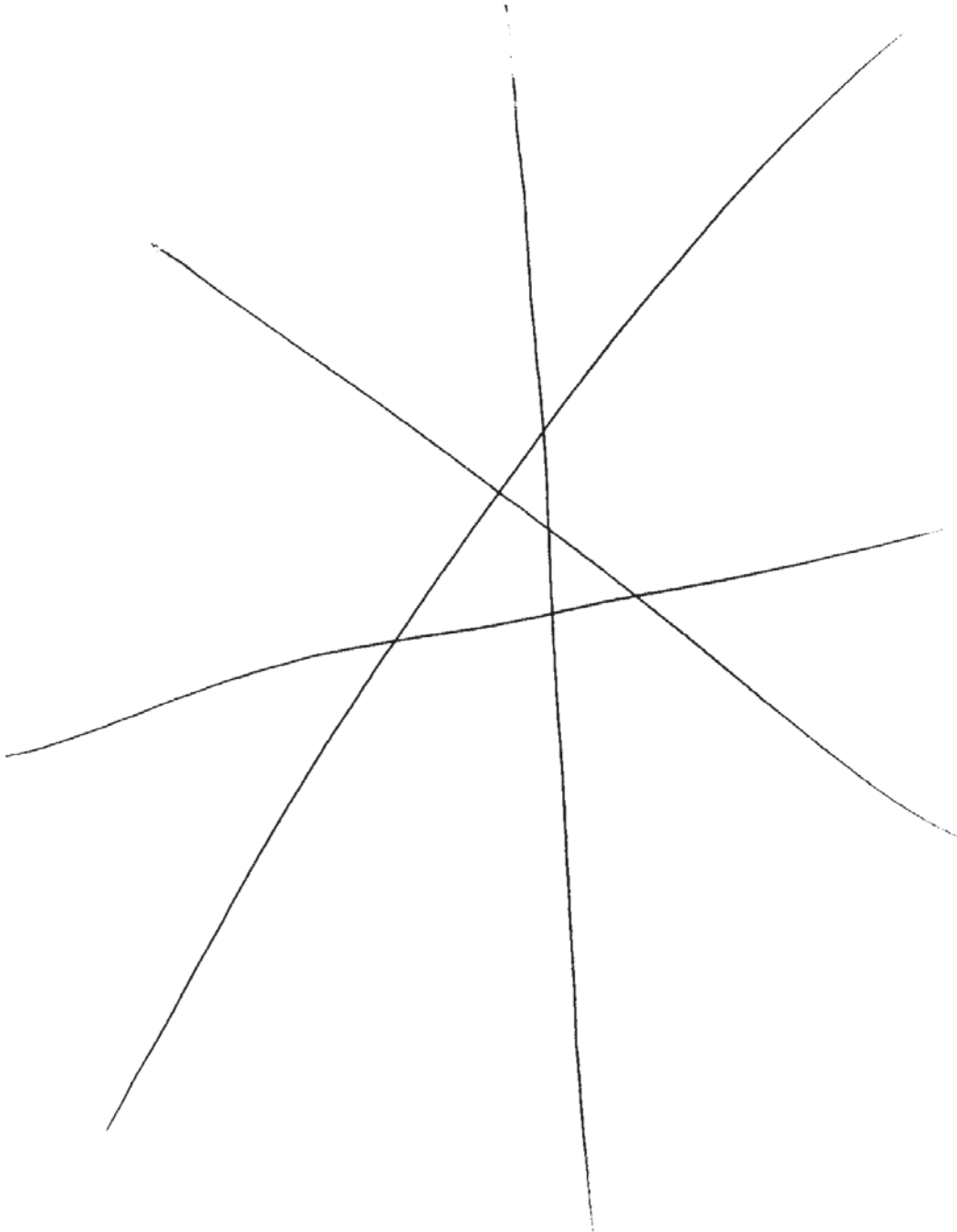
5. Order of Taking by the Commonwealth of Massachusetts for the improvement of Elm Brook, dated 7/15/1941 recorded at Book 6517, Page 521; see plan 738 of 1941
6. Easement for water pipe by John F. Brown and Louise K. Brown to the Town of Bedford, dated 2/11/1959, recorded at Book 9324, Page 440; see plan 280 of 19959.
7. Easement by John F. Brown and Louise K. Brown to Boston Edison Company, dated 3/3/1959, recorded at Book 9458, Page 382; see plan 1430 of 1959.
8. License issued by the Commonwealth of Massachusetts to Raytheon Company for the construction and maintenance of bridge over Elm Brook, dated 3/4/1968, recorded at Book 11497, Page 712; see plan 407 of 1968.
9. License issued by the Commonwealth of Massachusetts to Raytheon Company, dated 5/14/1969; see plan 606 of 1969; for the construction and maintenance of foot-bridge over Elm Brook, recorded at Book 11691, Page 653.
10. Matters shown on plan of locus recorded at Book 11427, Page 425.
11. Matters shown on plan of locus recorded at Plan Book 13387, Page END.
12. Access Agreement with the Town of Bedford Conservation Commission, dated September 20, 2010, recorded at Book 55514, Page 284.
13. Matters shown on plan of land depicting the locus, entitled "Plan of Land, Hartwell Road, Bedford, MA" recorded as Plan No. 667 of 2010.
14. Parking and Access Easement to Town of Bedford, dated September 20, 2010, recorded at Book 55514, Page 289.
15. Matters shown on plan of land depicting the locus, entitled "Plan of Land, Hartwell Road, Bedford, MA" recorded as Plan No. 668 of 2010, including, without limitation, "Proposed Parking & Access Easement," "Proposed Drainage, Grading, & Construction Easement A," and "Proposed Drainage, Grading, & Construction Easement B" shown thereon.
16. Grant of All Purpose Easement to the Town of Bedford and ILC Property, LLC, dated September 20, 2010, recorded at Book 55514, Page 293.
17. Order of Conditions by Bedford Conservation Commission issued to Raytheon Company, et als, File No. 103-579, dated 7/30/2004, recorded at Book 43584, Page 423 as affected by Certificate of Compliance at Book 44300, Page 382.
18. Order of Conditions by Bedford Conservation Commission issued to Raytheon Company, et als, File No. 103-586, dated 10/22/2004, recorded at Book 44300, Page 371 as affected by Certificate Compliance at Book 44924, Page 536.
19. Declaration of Restrictions Regarding Stormwater Management Maintenance Plan dated January 22, 2007, recorded at Book 49032, Page 550, as affected by Amended and Restated Declaration of Restrictions Regarding Stormwater Management Maintenance Plan dated July 14, 2010, recorded at Book 55514, Page 298.
20. Amended Order of Conditions by the Bedford Conservation Commission issued to Have A Hartwell, LLC, et als, File No. 103-594, dated 1/25/2007, recorded at Book 49032, Page 567.

21. Notice of Decision by the Bedford Planning Board for Special Permit issued to Have A Hartwell, LLC, et al, dated 12/8/2006, recorded at Book 49033, Page 11; as affected by extension recorded at Book 51250, Page 482 and modification recorded at Book 53944, Page 412, as affected by Certificate of Action dated April 26, 2010, recorded at Book 55423, Page 1.
22. Sewer Improvement Reimbursement Agreement by Have A Hartwell, LLC, and In It to Win It, LLC, dated 7/20/2007, recorded at Book 49984, Page 119. See also Development Agreement referenced above and recorded at Book 47266, Page 64.
23. Order of Conditions by the Bedford Conservation Commission issued to Have A Hartwell, LLC, File No. 103-678, dated 1/13/2010, recorded at Book 54196, Page 311.
24. Notice of Decision by the Bedford Board of Appeals for Special Permit issued to Have A Hartwell, LLC, dated 1/11/2010, recorded at Book 54196, Page 370.
25. Notice of Decision by the Bedford Board of Appeals issued to Raytheon Company, dated 10/23/1980, recorded at Book 14242, Page 33.
26. Notice of Decision by the Bedford Board of Appeals issued to Raytheon Company, dated 2/13/1986, recorded with Book 17346, Page 173.
27. Order of Conditions by the Bedford Conservation Commission issued to Raytheon Company, File No. 103-157, dated 12/19/1985, recorded at Book 18994, Page 427; as affected by Certificate of Compliance at Book 19577, Page 480.
28. Order of Conditions by the Bedford Conservation Commission issued to Raytheon Electronics Systems, File No. 103-411, dated 8/11/1997, recorded at Book 27663, Page 431; amended at Book 27986, Page 589; as affected by Certificate of Compliance at Book 28796, Page 564.
29. Order of Conditions by the Bedford Conservation Commission issued to Raytheon Electronic Systems, File No. 103-422, dated 12/31/1997, recorded at Book 27986, Page 564; amended at Book 28800, Page 299; as affected by Certificate of Compliance at Book 44300, Page 367.
30. Order of Conditions by the Bedford Conservation Commission issued to Raytheon Electronic Systems, File No. 103-421, dated 11/24/1997, recorded at Book 27986, Page 572; as affected by Certificate of Compliance at Book 43584, Page 418.
31. Order of Conditions by the Bedford Conservation Commission issued to Raytheon Systems Company, File No. 103-553, dated 6/20/2003, recorded at Book 39747, Page 181; as affected by Certificate of Compliance at Book 43584, Page 413.

~ END ~

Exhibit B

SEE ATTACHED



**Exhibit B
To Master Deed
Hartwell Farms Condominium**

Dwelling Units Information				Street and Mailing Address				
Building #	Unit #	Unit Type	Sq.ft. ***	% Interest Common Areas & Facilities	Street #	Street	Unit #	Rooms **
22	75	Milton	2470	25.79%	6	Kendall Court	75	GR, MS, MB, K/N, DN, P, L, BR, BOR, B, Lft
22	74	Morgan	2535	24.21%	8	Kendall Court	74	GR, MS, MB, K, DN, P, BR, BOR, B, Lft
22	73	Morgan	2535	24.21%	10	Kendall Court	73	GR, MS, MB, K, DN, P, BR, BOR, B, Lft
22	72	Milton	2465	25.79%	12	Kendall Court	72	GR, MS, MB, K/N, DN, P, L, BR, BOR, B, Lft
				100.00%				

* This Unit is designated as an Affordable Unit/"AFU".

** Room codes are: GR=Great Room; MS=Master Suite; DN=Dining Room; K/N=Kitchen/Nook; K=Kitchen; L=Library; BR=Bedroom; M=Master Bedroom; MB=Master Bath; B=Bathroom; BOR=Bonus Room; P=Powder Room; D=Den; and Lft=Loft. Foyers, Closets, Utility Rooms, Laundry, Storage, Dressing Rooms, Hallways, Garages and Unfinished Basements are not included in the listing.

*** Finished Floor Area Excludes: Stairways, Fireplaces, & Unfinished Basement/Includes Garage (see plans).