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LEXINGTON COURTYARD CONDOMINIUM

MASTER DEED

PHASE 1

This Master Deed of Lexington Courtyard, a condominium, made on the date written below.

WITNESSETH that Lexington Courtyard, LLC , formerly known as RTD Greenhouse LLC, duly established under the laws of the State of Delaware, having its usual place of business at 32 Arlington Street, Cambridge, Middlesex County, Massachusetts 02140, (hereinafter referred to as the "Declarant"), being the owner of certain premises off of Lowell Street, Lexington, Middlesex County, Massachusetts, hereinafter described on Exhibit A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. DEFINITIONS AND CONDOMINIUM PHASING

A. Definitions.

The following terms shall have the following meanings in this Master Deed and in the By-laws of the Lexington Courtyard Condominium Association Trust:

536-510 Lowell Street
Lexington, MA
plan # 675 of 2010

643 Main Street
Reading, MA 01867

The Act shall mean Massachusetts General Laws, Chapter 183A ("Condominiums"), as amended.

Association shall mean Lexington Courtyard Condominium Association, Trust, which shall be the unit owners' organization formed pursuant to the Act.

Buildings shall mean the buildings (hereinafter the "Buildings") on the Land, which buildings are described in Exhibit B attached hereto and made a part hereof and are shown on attached plans. Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 16 hereof. Floor plans, also sometimes called Building Plans or Building Floor Plans, show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Building(s) are labeled as set forth in Exhibit B attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act, and are incorporated herein. Additional Building Plans shall be affixed to amendments to this master deed, as additional units are added in subsequent phases.

Lexington Courtyard shall mean and refer to the condominium shown on the Site Plan.

Common Land shall mean Condominium Land on which no building or EUA is located. The Common Land shall change and diminish as additional phases, with buildings, are added.

Condominium shall mean the Condominium created by this Master Deed.

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed, or added to the Condominium by amendment to this Master Deed.

Condominium Plans shall mean the Site Plan and all recorded plans of Buildings, as amended and as supplemented subsequent phases.

Declarant shall mean Lexington Courtyard, LLC, its successors and assigns (except as limited as set forth in the definition "successors and assigns" hereafter).

Drainage Facilities shall mean the manholes, catchbasins, pipes, drains, sub-drains, swales, retention basin(s), detention basin(s), detention pond(s), conduits, and any and all related appurtenances and lines related to drainage for the benefit of the Condominium, located on the Common Land.

Dwelling shall mean a Unit intended exclusively for residential use.

EUA shall mean an "exclusive use area" or "exclusive easement area." It shall constitute an easement area for the exclusive use of a Unit, but is subject, nevertheless, to the right of the Association and its agents to enter for inspections, maintenance, repairs and related work. The EUA shall be limited to areas occupied by a Townhouse Unit and patios, driveways, exterior stairs and a three-foot wide

planting strip of land abutting any rear patio and yard areas, if any expressly assigned to a unit.

Facility or Facilities shall mean improvements made for the common use or benefit of the Unit owners, including but not limited to roadways/accessways, common amenities, the Drainage Facilities and sewage facilities, together or individually.

Gardenstyle refers to a unit design which does not have direct access to the outdoors by a door that services that unit exclusively, but has access to the outdoors through a common corridor.

Owner or Owners shall have the same meaning as the term "Unit Owner" in Section 1 of the Act.

Registry shall mean the Middlesex South District Registry of Deeds.

Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Trustees of the Association from time to time.

Site Plan shall the plan entitled "Phase 1 Lexington Courtyard Condominium Site Plan located in Lexington, Middlesex County Massachusetts; Scale: 1"=30'; Date September 14, 2010; Meridian Associates" recorded herewith at the Registry. The Site Plan shows the Land, the location of Buildings on the Land, parking areas and vehicular accessway to the Buildings.

Special Permit shall mean the Comprehensive Permit issued by the Town of Lexington Zoning Board of Appeals dated December 12,

2002, as affected and amended by the Decision of the Massachusetts Housing Appeals Committee in Case No. 03-05, dated June 14, 2005, recorded at the Registry at Book 52763, Page 187, and as it may be amended hereafter, from time to time.

Town shall mean the Town of Lexington, Middlesex County, Massachusetts.

Townhouse shall mean a building containing two or more dwelling units, with each unit having direct access to the outdoors by a door that services that unit exclusively.

Townhouse Unit shall mean a unit in a Townhouse.

Unit means a condominium unit intended for separate ownership, occupancy and use. Each Unit is shown on floor plans showing the layout, locations, address numbers, which also serve as the unit numbers, and dimensions of said Units as built, indicate that the Building(s) are labeled as set forth in Exhibit B attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act. Additional buildings and units therein may be added by the Declarant by amendment to the master deed, and, when so added, the terms "Building" and "Unit" as used herein shall include each Building and Unit so added.

All other terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same

meanings unless the context otherwise requires or as such terms may otherwise be defined above.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof and may include additional land. Paragraph 16 hereafter sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent or signature of any Owner, or any mortgagee or any officer of the Association, or any person claiming by, through, or under any Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other phases and additional Units to the Condominium. Said Paragraph 16 also describes Declarant's rights and certain limitations on the Declarant's rights to add additional land, additional phases, and additional Units.

2. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be **LEXINGTON COURTYARD**, a **condominium**.

The premises which initially constitute the condominium comprise the land shown on the Site Plan as That certain parcel of land, with the buildings thereon, situated on Lowell Street, Lexington, Middlesex County, Massachusetts; said land consisting of Parcel A containing 30,160+/- s.f. and Parcel B containing 2.97 +/- acres as shown on the plan entitled "*PHASE 1 LEXINGTON COURTYARD CONDOMINIUM SITE PLAN LOCATED IN LEXINGTON, MASSACHUSETTS; SCALE: 1"=30'; DATE: SEPTEMBER 14, 2010; MERIDIAN ASSOCIATES; OWNER: LEXINGTON COURTYARD, LLC*" recorded with the Registry herewith (the "Land") situated on Lowell Street, Lexington, Middlesex County, Massachusetts, together

with the improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), said plans, together with the building plans described hereinafter being sometimes called the Condominium Plans, all which are recorded herewith; said premises being further described as set forth on the attached Exhibit A. Declarant expressly reserves the right to add and additional units to the Condominium by amendment to this Master Deed, and once so added, the definition of Land and Common Land shall be expanded or modified accordingly.

Lexington Courtyard Condominium Phase 1 consists of the Buildings and Units as referenced in paragraph 4 below and are further described in Exhibit B attached and shown on the Site and Building Plans, which are recorded herewith and incorporated herein by reference. Phase 1 consists of 7 Units, and is the first of many phases, the number and sequence of which is in the discretion of the Declarant. A description of the Units and percentages of interest of the Units in Phase 1 are contained in Exhibit C and are shown on the Building Plans.

If and when all Phases are completed under the current Special Permit and if additional land is not added, the Condominium will contain thirty-sixty (36) units. Declarant reserves the right amend the Special Permit and other approvals, and each Unit Owner, by accepting and recording the Unit Deed to his or her Unit, authorizes the Declarant to do so. The Phase 1 Unit(s) and all subsequent Units added by amendment to this Master Deed have access, in common with others, through roads/accessways shown on the Condominium Plans to Lowell Street. The Condominium Plans show the layout, location, unit numbers and dimensions of the Unit as built. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, roads, driveways and Facilities, as

subsequent phases, as shown on the Condominium Plans hereinabove referred to, as said Condominium Plans may be amended. The acceptance and recording of the unit deed shall constitute consent by the grantee and their successors in title to the addition of subsequent units or land or both to the condominium and consent to the reduction of the undivided interest of the unit owner. Declarant reserves the right to alter the design of Buildings and the design of Units in each subsequent phase. Changes in designs of Units, land areas, the number of units may affect the percentages of interest of Units in the common areas and facilities, but such percentages shall always be established in accordance with Section 5 of the Act.

The Declarant also reserves the right to have as an appurtenance to the construction of all subsequent Phases an easement to pass and repass over the Land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the all of said subsequent Phases and the Facilities. The Declarant, its successors and assigns, shall have such right and easement to use driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in subsequent Phases provided that such easement for access and construction shall not interfere with the access of the owners of the Units in earlier Phases to their Units. The Declarant, its successors and assigns, reserves the right, but not the obligation, to create additional phases, including any part thereof as shown on the plans hereinbefore mentioned, as set forth in Paragraph 16 hereof. The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order and mix of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be

determined in a manner in conformity with the provisions of Chapter 183A, as amended.

The Declarant reserves the right to grant easements over, under, through and across the Common Land and Buildings as shown on the Site Plan for the purpose of installing electric, telephone, cable television, water, sewer, natural gas lines, or any other utility serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and to grant easements over, under, through and across the common areas of the Condominium Land for drainage, slope, and utility easements and for the Facilities and any and all related appurtenances servicing the Units in the Condominium as shown on the Site Plan, and to set aside and reserve sufficient land area within the Condominium Land for the Facility and any replacement of the Facility and to establish pedestrian trails and impose conservation restrictions and open space restrictive covenants on the Common Land. The Declarant further reserves the right, at the sole option of the Declarant, to convey the fee and/or easement rights in any and all utility, drainage and other Facilities appurtenant thereto, to the Town of Lexington or to one or more utility companies.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement, but shall have no obligation, to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities as it shall determine to be necessary or desirable to serve the Condominium, together with all such utility conduits, pipes, flues, wires, poles and other installations or facilities as shall be associated therewith. Such common use facilities include mail house(s), trails, recreation areas or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of

such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; the Declarant shall turn it over to the Condominium Association for management, operation and maintenance, and the Condominium Association shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

3. LEGAL ORGANIZATION

The Association shall be the organization of Unit Owners, which will manage and regulate the aforesaid Condominium, pursuant to the Articles of Organization and the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts. Membership in the Association is appurtenant to Unit Ownership in the aforesaid Condominium and shall not be severable in any manner therefrom and this provision.

After the initial Trustees appointed by the Declarant, the Board of Trustees of the Association shall consist of at least three and not more than five persons. Initially, the Trustees shall be appointed by the Declarant (including successors in the event of vacancy) who shall serve until the seventh annual meeting of the Unit Owners (unless resigning prior thereto upon substantial completion of the Condominium). Thereafter, the Trustees shall be elected by and from the members of the Association.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Trustees of the Association and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

4. DESCRIPTION OF BUILDING(S)

Each Unit is described on Exhibit B and has access through a walkway and driveway to the roadway/accessway system, and the right to use the roadway/accessway system in common with others, all as shown on the Condominium Plans above described and having such characteristics as are set forth in Exhibit B and shown on the aforesaid Condominium Plans. The buildings have concrete foundations, wood frames, fiber cement or wooden material siding with asphalt roof.

Phase 1 of the Condominium consists of two (2) residential building(s) containing a total of seven (7) unit(s). The Buildings in Phase 1 are numbered 2 and 3, and accessory buildings. Building numbered 2 contains four Units identified as 35, 37, 39, and 41 Courtyard Place. Building numbered 3 contains three (3) Units identified as 29, 31 and 33 Courtyard Place, Phase 1 shall consist of seven (7) Units, and is the first of many phases, the number and sequence of which is in the discretion of the Declarant. The Buildings and Units in Phase 1 are described in Exhibit B and are shown on the building plans attached hereto and incorporated herein by reference. A description of the Units and percentages of interest of the Units in Phase 1 is contained in Exhibit C.

5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area and other descriptive information in the current phase are shown on the attached Exhibits B and C, and the location of the same as is shown on the Condominium plans.

If and when the Declarant adds additional phases(s) to the Condominium pursuant to its reserved rights under Paragraph 16 hereof, it shall amend Exhibits B and C attached hereto to describe the Unit(s) being thereby added to the Condominium and shall set forth in said amended Exhibits B and C any variations

with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in Paragraph 8. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant shall record floor plans showing the building(s) and Unit(s) forming part thereof.

Declarant reserves the right to alter the design of Buildings and the design of Units in each subsequent phase, which changes in design may affect the percentage of interest of Units in the common areas and facilities, but such percentages shall always be established in accordance with Section 5 of the Act.

6. BUDGETS

The Association shall, from time to time and at least annually, prepare a budget for the Association and, in connection therewith, determine the amount of common expenses of the Association and allocate and assess common expenses among the Unit Owners according to the respective percentages of ownership in the Condominium as set forth in the Master Deed, as amended. The budget must include allocations for appropriate line items and provide for funding of replacement reserves for capital expenditures and deferred maintenance (at least 10 percent of the budget), and provides adequate funding for insurance deductible amounts. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Association, pursuant to the provisions of the By-Laws and Articles of Organization. The common expenses shall also include the amounts estimated for the operation, care, upkeep and maintenance of the Condominium, including, without limitation, the buildings and any amount for working capital of the Association, for a general operating reserve, an adequate reserve fund for maintenance, repair and replacement of those portions of the common areas and Facilities which must be replaced on a

periodic basis and to make up any deficit in the common expenses of any prior year.

The owner of each Unit shall pay a proportionate share of the common expenses based on the ratio of the percentage of interest of that Unit in the common areas and facilities at that time, but recognizing that as the Condominium is developed and as Units are phased in, the percentage of interest of the Unit may change and the share of common expenses allocable to a Unit may change. The percentage of interest of the Unit shall be determined in accordance with the Act and the provisions of this Master Deed, as amended from time to time.

The Association shall have rights of collections, liens and foreclosure as provided by MGL Chapter 183A, section 6 and this Master Deed against each unit owner based upon the obligation of each unit for failure to pay its obligations as provided above.

Notwithstanding anything in this Master Deed or the Association to the contrary, the Declarant shall not be obligated to pay any condominium fees, expenses or assessments for a unit owned by the Declarant until both (a) a certificate of occupancy is issued for such unit by the Lexington Building Inspector and (b) said unit is added to the condominium regime by the recording at the Registry of a phasing amendment in the Master Deed adding such unit.

7. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages set forth in the attached Exhibit C, which percentages shall also reflect anticipated future development of a given order and mix of units. The Declarant reserves the right to change such order and mix, and the corresponding percentage interest

appertaining to the Unit(s) including Units existing before as well as after such change, provided that such percentage interests as modified are in compliance with Chapter 183A, as amended.

8. BOUNDARIES OF UNITS

a. The boundaries of the Townhouse Units are as follows:

- i. **Floor:** The upper surface of the concrete basement floor slab.
- ii. **Roof, Ceiling, or Upper Boundary:** The plane of the interior surface of the wood roof rafters.
- iii. **Exterior Building Walls, Doors and Windows:** The plane of the interior surface of the exterior stud walls or, in case of a concrete wall, the interior surface of said concrete wall; as to windows, the exterior surface of the glass and window frames; as to exterior doors, the exterior surface of the door and door frames.

The boundaries of the Gardenstyle Units are as follows:

- i. **Floor:** The upper surface of the subfloor floor.
- ii. **Roof, Ceiling, or Upper Boundary:** The plane of the interior surface of the wood roof rafters.

- iii. **Exterior Building Walls, Doors and Windows:** The plane of the interior surface of the exterior stud walls or, in case of a concrete wall, the interior surface of said concrete wall; as to windows, the exterior surface of the glass and window frames; as to exterior doors, the exterior surface of the door and door frames.
- b. Each Unit expressly excludes the roof, foundation, structural components, such as columns, girders, beams, supports, perimeter and exterior walls, concrete basement floor slabs, window frames, exterior door frames, driveways, common area recreational facilities, exterior stairs, and landings, if any, walks, and all common area conduits, ducts, pipes, flues, wires, meter area, and other installations or facilities for the furnishing of utility services or waste removal, and all components of any of the foregoing whether or not situated outside or within a Dwelling Unit or which are situated in, on, or within the EUA set aside for the exclusive use of the Unit.
- c. Except as stated below, all Units are heated by means of separate heating, ventilating, and air conditioning systems, all portions of which (including exterior compressors, concrete compressor pads, condensate lines, exterior electrical disconnects, refrigerant lines, etc.), whether located within or without the Unit, are part of the Unit which it serves and are part of the Unit.
- d. Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Unit, which exclusively serve the Unit.

- e. The following portions of the Common Areas and Facilities are hereby designated Exclusive Use Areas appurtenant to one or more Units as hereinafter described: (i) Each Townhouse Unit Owner shall have the exclusive right to use the parking space(s) in the driveway immediately in front of the Unit's garage or if the Unit does not have a garage then in the driveway in front of the Unit. Additional parking spaces may be allocated to a Unit, if so set forth in the first deed to such Unit or in a subsequent instrument of conveyance from the Declarant to such Unit Owner. (ii) Each Townhouse Unit Owner shall have the exclusive right to use a five foot wide planting area next to any rear patio in which the Unit has an exclusive use right, but any such use is subject to such limitations as imposed in the Master Deed or in the By-laws or Rules and Regulations established from time to time by the Association. (iii) any porch, steps, landings or patio attached to a Unit. The said Exclusive Use Areas shall, however, be subject to the reserved rights and easements set forth in paragraphs 10 and 11 hereof. The Declarant has reserved the right and easement pursuant to paragraph 16 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be deeded to the Condominium as part of future phases. Such assignments of Exclusive Use Areas may vary from the Exclusive Use Areas assigned and described in this paragraph, and if such variations shall occur, they shall be specified in the amendments to this Master Deed adding such future phases. The Declarant may grant each Townhouse Unit an Exclusive Use Area around that Unit, the size and use of which being in the sole

judgment of the Declarant, but shall be defined in the phasing amendment to this master deed in which that Unit is created.

- f. Each Unit shall have as appurtenant thereto, the right and easement to use, in common with the Units served thereby, all utility lines and other common Facilities which serve it, but which are located in or pass through the roadways/accessways shown on the Site Plan herein referred to, and the Common Land and Facilities.
- g. Each Unit shall have as appurtenant thereto, the right to use the Common Land and Facilities in common with the other Units and in some cases, the public.

9. MODIFICATION OF UNITS

The owner of any Unit may, at his sole cost and expense, at any time, make any non-structural changes or modifications of the interior of such Unit that are not visible from the exterior, but shall make structural changes only with the prior written approval of the Board of Trustees of the Association and subject to the limitations as set forth in the By-Laws of the Association and subject to the boundary limitations set forth above. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Lexington, if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Trustees of the Association. Such approval shall be in accordance with the Terms and Provisions of the Condominium By-Laws, including the Rules and Regulations promulgated thereunder, and shall be aesthetically consistent with the character of the Condominium. Such approval shall not be unreasonably withheld or delayed. Such modifications to the Unit are limited to those which would be appurtenant to a residential use as provided in the Town of Lexington Zoning By-Law and in

compliance with the Building and Zoning By-Laws of the Town of Lexington and the terms and conditions of the Special Permit issued by the ZBA.

10. RESTRICTIONS ON USE OF UNITS

Residential Use: Each Unit on the Land is hereby restricted to residential use by the Unit Owner(s) thereof. Each such Unit shall be occupied and used only as a single-family residence and accessory uses thereto as are allowed under the Town Zoning Bylaw and Special Permit. Notwithstanding any provisions of this master deed to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for construction, storage and any other lawful purpose and for an office for real estate sales, re-sale, leasing, exchange and lease real estate, provided that a majority of such real estate activity deals with units in the Condominium. So long as the Declarant owns any Unit in the Condominium, it shall have the right to erect and maintain "for sale" signs and any similar marketing / directive signs, in and on the Common Areas and Facilities of the Condominium. Further, a health facility and a meeting room are expressly allowed.

Lease: Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association, and the Rules and Regulations of the Condominium and shall have a minimum initial term of two (2) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Trustees of the Association who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such

Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

Vehicles: No part of the common areas or driveways, shall be used for the parking or storing of trucks larger than a small pick-up truck, or other commercial vehicles, boats, campers, or trailers, or other items or goods, except noncommercial duly registered automobiles belonging to the unit owners and guests and noncommercial duly registered small pick-up trucks. Small pick-up trucks shall be defined as nothing larger than three quarters of a ton pick-ups and may include pick-up trucks that are used for the owner's livelihood or business purpose, provided that there is no signage or lettering on the exterior of said small pick-up truck. No part of the outside areas shall be used for repairing or maintaining of any vehicle. Any vehicle of any type that is not operable and/or is unregistered is prohibited from Lexington Courtyard Condominium. There shall be no "storage" (meaning the parking of a vehicle that is not moved for more than 30 days) of any type of vehicle in any Common Area, EUA, driveway or parking area; To promote the aesthetic appeal of the community, each Unit Owner agrees to garage their vehicle(s) when same are not in use, to the extent practicable. Notwithstanding these restrictions, the Association and its contractors may park equipment with signage on the property that is used for maintenance, security and other purposes relating to the Condominium.

Patios: The patios, if any, that are appurtenant to each Unit are subject to such limitations and conditions as are imposed by the Board of Trustees of the Association. Other than chairs, benches, umbrellas, tables, and barbecues in the rear of the Unit and of such number, nature and type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, are to be affixed or stored on porches and patios, except with the approval of the Board

of Trustees of the Association, which approval may be withheld in their absolute discretion. Solar panels may not be placed on a Unit or EUA. No items may be affixed or placed on exterior front entrances, stoop or landings, with the exception of doormats and no more than two flower pots (of a design and size subject to the approval of the Board of Trustees.)

Pets. No reptiles, arachnids or venomous or wild creatures of any kind and no animals with a noisome, aggressive or vicious propensity shall be kept anywhere in the condominium. No animals, birds or other pets may be kept in any Unit without the prior written consent of the Board of Trustees, which consent may be withheld or upon reasonable cause withdrawn in the Board's discretion. If the Board of Trustees' consent is given, it shall be effective for the life of the pet and shall be subject to the Board of Trustees' right to require the removal of the pet as herein provided or as provided in rules and regulations promulgated by the Board. Under no circumstances shall the Board of Trustees consent to allowing any Unit Owner to keep more than two pets in a Unit. All pets must be kept on a leash or carried when in any of the improved Common Land or facilities. No pet shall be allowed to defecate or urinate on any of the improved Common Land or Facilities, unless the pet owner immediately and completely picks up after the pet. Any Unit Owner who keeps a pet shall indemnify the Board of Trustees, the Condominium Association and the other Unit Owners and hold them harmless against any loss or liabilities of any kind or character whatsoever arising from the Unit Owner's having any pet in his or her Unit or other portion of the condominium and upon the failure to so indemnify, the amount of any loss or liability, until so indemnified shall constitute a lien against said pet owner's Unit pursuant to Section of M.G. L. Chapter 183A.

Any Unit Owner who keeps a pet, or whose tenant keeps a pet, in violation of the Condominium Documents, or whose pet causes any damage to or requires the cleaning of any Unit or the Common Areas and Faculties, or is offensive or causes unreasonable disturbance or noise may be:

1. assessed by the Board of Trustees for the cost of such repair of such damage or cleaning or elimination such nuisance (including, without limitation, reasonable attorney's fees incurred by the Board of Trustees), which assessment shall be payable on demand, and / or;
2. required by the Board of Trustees to permanently remove such pet from the Condominium upon five (5) days written notice from the Board of Trustees.

The Board of Trustees shall require that any Unit Owner who is granted permission by the Board of Trustees to keep a pet shall properly registered the pet with the Board of Trustees and that such registration shall include a Pet Registration Form, a description of the pet, the age and breed of the pet and a photograph of the pet, as well as a copy of a current license for such pet if a license is required by the Town of Lexington.

The Board of Trustees may impose fines upon any Unit Owner whose Unit is in violation of the Condominium Documents. Such fines may be imposed for each day that the Unit remains in violation and / or until such time that the pet is removed.

The Board of Trustees may establish rules and regulations imposing further regulation, procedures and sanctions relating to the keeping or removal of animals or concerning the violation of this provision. This provision shall not

be construed to prevent a handicapped person from having a trained assistance dog.

Communication Facilities: No exterior satellite dishes, antenna or television reception or transmission devices shall be erected on any EUA or Unit without the advanced written approval of the Declarant or, when the Declarant no longer owns any Units or any part of the Condominium Land, the written approval of the Board of Trustees, which consent may be withheld by the Declarant or the Board of Trustees, as the case maybe. In any event, no satellite dishes or antennae shall be placed or erected on any portion of the Common Land.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association, and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Trustees of the Association. Any Unit Owner found by a Massachusetts Court to be in violation of the provisions of this Master Deed, By-Laws, or Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the association in enforcing same.

11. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner common interest. Such membership is not assignable or severable from the ownership of such Unit.

- b. The exclusive right and easement to use the walkways, driveways, steps, patios and porches that service one Unit exclusively and shown on the Condominium Plans referred to herein, subject to such limitations as are imposed by the Board of Trustees of the Association. All landscaping (other than the planting of flowers) done by a Unit owner in the EUAs shall be subject to the prior written approval of the Association. The EUAs shall also be subject to access by the Board of Trustees of the Association for maintenance, inspection and repair of the buildings, EUA's, the Common Land, the Facilities, and any common utilities, walks, drives or other shared facilities located therein, provided, however, that notwithstanding anything to the contrary contained herein, the maintenance and repair of said EUA necessitated by the wrongful conduct of a Unit owner shall be at the sole expense of said Unit Owner.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the general Common Land and Facilities as may be granted in the Master Deed and as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

12. COMMON AREAS AND FACILITIES

The common areas and facilities of the aforesaid Condominium comprise and consist of the entire premises, except for the Units, including, without limitation, the Land and all structural and exterior parts of the Townhouses and improvements thereon, without limitation, the following:

- a. In general, any and all buildings, foundations, structural columns, girders, beams, supports, perimeter walls and studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, and exterior stairways outside the Unit's boundaries, exterior window and door frames, exterior steps and landings, patios, lawns, driveways, parking areas, walks, structures, underground tanks, pipes, apparatus, equipment, and all installations existing for common use, all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity, heated or cooled air, exhaust from fireplaces or furnaces, telephone and sprinkler services, which are not located within any Unit or which, although located within a Unit, serve other Units, whether alone or in common with such Unit, not including those installations or facilities which, although located outside a unit, exclusively serve a single Unit.
- b. The Condominium Land described in the attached Exhibit A, as shown on said Condominium Plans, together with the benefit of and subject to the rights and easements, restrictions and agreements of record, insofar as the same may be in force and applicable and those referred to in this Master Deed and on the Condominium Plans

annexed hereto. The said common areas are further subject to the right and easement of the Declarant to construct, mortgage and lease the structures constituting subsequent phases, and thereafter to submit the same as phases by Amendment to the Master Deed, as provided herein, provided, however, that until amendments are recorded by the Declarant, the structures will remain the property of the Declarant and shall not constitute part of the Condominium;

- c. The easement(s) to use, in common with others, all roadway/accessways, sidewalks outside of EUAs and utilities including, drainage facilities, water, electric, telephone, cable television, other telecommunication lines and facilities , natural gas lines, for the furnishing of utility services which are contained in the Common Land or Facilities;
- d. Other such facilities included in any part of the Condominium which serves more than one (1) Unit;
- e. All other elements and features of the Condominium however designated or described excepting only the Units themselves and unit exclusive use easements as herein defined and described.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed. The Declarant has reserved the right and easement to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such units. In such event, the amendment to this Master Deed

adding such future phases to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

13. OPEN SPACE

No Facilities, utilities, or improvements of any kind shall be allowed on the Common Land except for the Facilities shown on the Site Plan. Pursuant to the Special Permit, those portions of Common Land on which no Facilities are located or constructed shall be maintained, and managed by the Association as open space ("Open Space"), in compliance with the provisions of the Town of Lexington Zoning By-law, as they may be amended, from time to time, hereafter.

14. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance for the same, shall exist so long as the building stands.

15. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts. Any such amendments in subsequent phases to the Units then existing in the condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis.

16. DECLARANT'S RESERVED RIGHTS TO CONSTRUCT AND ADD FUTURE PHASES AND TO AMEND

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings and Units. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements, without creating any obligation to do so:

- a. The Declarant shall also have the right and easement to construct, erect and install on the Land (including such additional land as the Declarant may add to the Condominium) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable, the following improvements and to include them in the Condominium by amendment to the Master Deed:
 - i. Additional building(s), and Units, for various uses; the design and location of which being in the sole discretion of the Declarant;
 - ii. Additional roadways/accessways, driveways, parking spaces and areas, walks and paths;
 - iii. New or additional fences or decorative barriers or enclosures, and other structures of every character;
 - iv. New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and

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

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it hereunder. The Common Area shall diminish as additional units are added by phasing in such area.

The following sub-paragraphs c. through h. are set forth to further describe the scope of the Declarant's reserved rights and easements under this Paragraph 16:

- a. Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed., Declarant records with the Registry an unambiguous statement specifically limiting or relinquishing his reserved rights to amend this Master Deed to add additional land and/or new Units to the Condominium.
- b. Location of Future Improvements. Limitations are not imposed on the Declarant as to the exact location or design of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 16 except for any limits that

exist under the Town of Lexington Zoning Bylaw, the Special Permit, and other permits or approvals for the land shown on the Site Plan or any Facilities thereon, as same may be amended, which Declarant has the right to so.

- c. Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings and Units, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number stated below, unless required governmental approvals are obtained. The Declarant shall have the right to construct Units and add them to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases.
- b. Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases; however, if no land is added to the Condominium, the total number of Units in the Condominium shall not exceed thirty-six (36) Units plus the health facility and meeting facility on or within the Land initially comprising the Condominium, as shown on the Site Plan, but Declarant may add additional land, and if Declarant does so, additional units may be added above thirty-six (36) units.
- c. Types of units which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the

right to change the size, height, type of construction, design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases, subject to the terms of the Special Permit, Town Zoning By-Law and other applicable law, the Declarant reserving the right to amend the Special Permit and other governmental approvals and orders. Therefore, the Declarant shall not be limited to any specific type or number of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the size, configuration, layout and design of future Building(s) or the size, configuration, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 8 hereof.

- d. Designation of Rights as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities and land for the exclusive use of the Units to be added to the Condominium as part of future phase(s), subject to the approval by the Town of Lexington, or amendment of the Special Permit, if applicable, and provided that such modifications, if any, do not materially reduce the acres of the Common Land for the Condominium. As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Units shall specify the EUAs and other rights appurtenant to the Units in such phase(s) if such Units and appurtenant rights are different from those otherwise described herein.

The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Registry amendment(s) to this Master Deed which shall contain the following information:

- a. Amended Exhibits B and C describing the building(s) being added to the Condominium.
- b. If the boundaries of the Building(s) being added to the Condominium vary from those described in said Paragraph 8, the definition of the Common Areas and Facilities contained herein shall be modified, as necessary, with respect to such Unit(s).
- c. An amended Exhibit C describing the building(s) and Unit(s) and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Land and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such buildings or Units from those boundaries set forth in paragraph 8 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- d. If the rights designated as appurtenant to the Unit (s), being added to the Condominium, vary from those described herein, a description of such variations so as to identify the new or modified rights appurtenant to the new Unit (s). Such description of the new

or modified rights appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Association or by the Owner of the Unit to which they are appurtenant.

- e. 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 the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Paragraph 16 shall require the consent or signature in any manner by any Owner, any person claiming, by through or under any owner including the holder of any mortgage or other encumbrance with respect to any Unit, the Board of Trustees or any Officer of the Association, any Mortgagee or any other party whatsoever. Any such amendment, when recorded with the Registry, 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. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights' hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Association and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage

ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the condominium.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this paragraph and expressly agrees to the said alteration of this 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 16.

In the event that notwithstanding the provisions of this Paragraph 16 to the contrary, it shall ever be determined that the signature of any Owner is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner and each Owner, (whether his deed be from the Declarant as grantor or from any other party) and each unit owner hereby constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be

binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or the By-laws, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be reasonably consistent with the initial improvements in terms of quality of construction.

Notwithstanding anything herein to the contrary, with the consent of not less than sixty-seven (67%) percent of the then owners of units and beneficial interest in the Condominium and fifty-one percent (51%) of all mortgagees holding first mortgages on units within the condominium who have given notice of their desire to be notified thereof as provided in subsection (5) of section 4 of M.G. Laws Chapter 183A and with any required governmental approvals, the Declarant may amend this Master Deed to extend the time by which the Declarant may phase in units to the Condominium to be longer than seven years.

No amendment by either the Declarant or Unit Owners shall be contrary to or inconsistent with any provision of the Master Deed or By-Laws related to the operation, maintenance, repair, replacement or financing of the Facility, and the assessment of related common expenses.

If the Condominium is fully built-out and if the design of the Units remains unchanged, the percentages of interest of the Units, the unit type and the parking rights of each shall be as shown on Exhibit D. Nevertheless, the Declarant may modify units and appurtenant rights to the extent not prohibited by this Master Deed and provided any such modification is not be contrary to the Special Permit and applicable law.

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 land 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. Such common use facilities may include a, drainage control system, parking lots, community buildings, parks, or facilities or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Land and Facilities; and the Declarant shall turn it over to the Association for management, operation and maintenance and the Board of Trustees shall accept responsibility for such management, operation

and maintenance. Nothing contained in this Paragraph 17, however, shall in any way obligate the Declarant to construct, erect, or install any such common use facility as part of the Condominium. All such common use facilities, if on the Common Land, shall, if necessary, be subject to an amendment of the Special Permit.

18. AMENDMENT OF MASTER DEED

Except as otherwise provided in Sections 16 and 17 hereof, while the Declarant owns at least fifty (50%) percent of the percentage interest of the Units in the Condominium, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

Other than changes resulting from adding phases, any amendment involving a change in percentage interest shall, subject to the provisions of Paragraph 16 or Paragraph 20, require the assent of all unit owners whose percentage interest is affected by such change. No amendment shall be effective

until recorded with the Registry. No amendment to the Master Deed shall be inconsistent with or in violation of the Town of Lexington Zoning Bylaw, the Special Permit, the Site Plan, or any other approvals and permits issued or granted for the land shown on the Site Plan or any Facilities thereon.

19. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time; provided however that such removal shall meet applicable governmental requirements.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Law of the Association shall not bar the subsequent re-submission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

20. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws 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 even of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee;

- b. Any party who takes title to a Unit by foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;
- 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 more than six months prior to the acquisition of title to such Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes subject to such first mortgages or sixty-seven (67%) percent of the First Mortgagees (based upon one (1) vote for each first mortgaged owned), whichever is greater, shall be required to:

- i. by any act or omission, seek to abandon or terminate the Condominium; or
- 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; or
- iv. by an act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided that the granting of easements for public facilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- v. use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or
- vi. add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:

- a. voting;
- b. assessments, assessment liens or subordination of any such liens;
- c. reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
- d. insurance or fidelity bonds;
- e. rights to use common areas;
- f. responsibility for maintenance and repair of several portions of the Condominium;
- g. expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
- h. boundaries of any Unit;
- i. the interest in the common areas;
- j. convertibility of Units into common areas or of common areas into Units;
- k. leasing of Units;
- l. imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, including any right of first refusal or similar restriction;
- m. a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- n. restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;

- o. any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- p. any provisions which are for the express benefit of mortgage holders First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property. If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Trustees of the Association appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- e. Consistent with the provisions of Chapter 183A, 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;

- f. In no event shall any provision of this Master Deed of the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of Trustees of the Association, shall be entitled to written notice of:
 - i. any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
 - ii. any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
 - iii. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - iv. any proposed action which would require the consent of a specified percentage of First Mortgagees.

21. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

22. BOOKS, RECORDS AND FINANCIAL STATEMENTS

- a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during the normal business hours or under other reasonable circumstances.
- b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled once a year, upon written request, to a copy of a financial statement prepared by a Certified Public Accountant for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

23. CONSTRUCTION OF DOCUMENTS

In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the

provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

24. MISCELLANEOUS

- a. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or described the scope of this Master Deed or the intent of any provision hereof.
- b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.
- c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches that occur.
- d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions 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 though such invalid provision had never been included herein.
- e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

- f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.
- g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.
- h. Special Amendments. Notwithstanding anything to the contrary contained herein or in the Association documents to the contrary, the Declarant reserves the right and power (but shall have no obligation), at any time and from time to time until the Declarant no longer owns any Unit, or no longer has the right to add any additional Unit to the Condominium pursuant to paragraph 16 hereof, to record special amendments to this Master Deed and the Association documents at any time, without the consent of the Association or the Unit Owners or those claiming under a Unit

Owner, in order to (i) make clerical, mathematical or factual corrections to the Association documents or this Master Deed, including, without limitation, clerical or factual corrections to the plans and provisions relating to any appurtenance to any Unit or any description of or percentage interests appurtenant to any Unit, (ii) to conform the Association documents and this Master Deed to the requirements of law or the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation (FHLMC"), Massachusetts Housing Finance Agency ("MHFA") and other so-called "secondary mortgage market lenders", and/or the Act; (iii) to insert herein and in the Association documents such provisions as may be required to qualify mortgages of Units in the Condominium for sale to FHLMC or FNMA, or to induce FHLMC or FNMA to make, purchase, sell, insure, or guarantee first mortgages of Units; or (iv) to comply with the requirements of the Town of Lexington or any agency or department thereof, or of any governmental agency or body, or (v) to comply with the requirements of any insurance underwriter or insurance regulatory body, or (vi) to conform to design and marketing needs, as determined by the Declarant. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by and granted to the Declarant to vote in favor deed, mortgage, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant to, acknowledgment of and consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record any such special amendment.

i. Successors and assigns, when used with reference to rights reserved by the Declarant, shall mean the successors and assigns of the Declarant, but the term "successors and assigns" specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of the Declarant unless such deed, mortgage, or other instrument, referring specifically to this Section of this Master Deed, so states.

25. AFFORDABLE UNITS

Nine (9) of the residential units shall be designated in perpetuity as affordable units and shall be sold to Eligible Purchasers. The Units so designated to be affordable units shall be identified in the master deed amendment by which those Units are added to the condominium. Units not so designated are not affordable units. Nevertheless, Declarant reserves the right to reallocate a Unit from a market unit to an affordable unit or from an affordable unit to a market unit, but only with the consent of the then Unit owner of that Unit and all mortgagees holding a mortgage on that Unit and if all required governmental approvals are obtained to do so. Such affordable Units are sometimes collectively called the "Affordable Units" and separately sometimes called "Affordable Unit". "Eligible Purchaser" is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Community Development. A "Family" shall mean two or more persons who will live regularly in the Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable interdependent relationship; or an individual. "Area" is defined as the Boston

MSP/PMSA/Non-Metropolitan County. The Affordable Units shall be priced, marketed, conveyed and restricted in accordance with a regulatory agreement and deed rider and the applicable terms and conditions of the Special Permits referenced in Exhibit A. The percentages of interest in the common area shall reflect the impact of the deed restriction on the value of the Affordable Units. Initially, the nine Affordable Units will be 1, 2, 3, 9, 10, 31, 36, 44 and 49 Courtyard Place. In Phase 1, only Unit 31 is an affordable unit.

26. RIGHT TO PURCHASE: Other than a sale of units by the Declarant or the subsequent sale of Affordable Units or a foreclosure sale by a mortgagee or a deed to a lender in lieu of a foreclosure, prior to the sale of any Unit, the then Unit Owner shall offer to sell that Unit to the Declarant for the amount that the Unit Owner is willing to accept for such Unit. Such Offer shall be in writing, shall be signed by all of the record owners of the Unit and shall contain the following information: (a) The identify the Unit; (b) the name of the Unit Owner; (c) the date of the Offer; and (d) the selling price acceptable to the Unit Owner. The Offer shall not include any other conditions as to the sale. For seven days after actual receipt of such Offer, Declarant shall have the right to accept or reject such Offer. Notice of acceptance shall be deemed given if delivered to the Unit. If the Declarant fails to deliver a written notice of acceptance of the Offer to the Unit Owner within such seven days, then for a period of 90 days after the date when the Declarant's right to accept the Offer expired, the Unit Owner shall be free to sell the Unit for an amount that nets to the Unit Owner an amount equal to or greater than the amount of the Offer. The phrase "nets to the Unit Owner" as used in the prior sentence means the amount received by the Unit Owner from a sale after deducting from the gross sales price any and all brokerage fees, finders fees or seller credits given to the purchaser. If at any time the Unit Owner reduces the price that he or she is willing to accept for the Unit, the Unit

Owner shall re-offer the Unit to the Declarant for the reduced sales price, using the same procedure and giving the Declarant the same time to respond as stated above.

If the Declarant accepts an Offer from a Unit Owner, the Unit Owner shall convey a good and clear, record and marketable title to the Unit, free from all encumbrances except matters contained in this master deed and the Condominium By-Laws, by quitclaim deed, with actual closing to be held sixty days after the Declarant accepts the Offer.

If the Declarant elects not to purchase a Unit, the Declarant shall provide a recordable, written notice of that fact upon request of the Unit Owner.

The Declarant may assign some or all of its rights under this section to a person or entity, but such assignment shall have no force or effect unless and until such assignment is recorded at the Registry of Deeds.

This paragraph 26 and the right of refusal vested in the Declarant shall expire twenty years after the date of this Amendment and Restatement.

This provision does not apply to a sale of a unit by the Declarant or the sale or re-sale of Affordable Units. The rights of the Declarant hereunder are subject and subordinate to the rights of the First Mortgagee as stated in paragraph 20 above.

The Declarant's option rights in this provision are binding upon each grantee from the Declarant and each subsequent Unit Owner. This right and option in the Declarant may not be amended or deleted during the 20 year term of this right, except with the expressed, written and recorded consent of the Declarant.

27. GOVERNMENTALLY IMPOSED CONDITIONS: The following conditions have been imposed in permits and approvals granted by municipal boards and commissions and are hereby imposed as part of this Master Deed and shall be enforced by the Association:

A. The Association shall take reasonable precautions to prevent the release of pollutions by ignorance, accident or vandalism. Each unit owner shall take reasonable precautions to prevent the release by him or her of pollutions by ignorance, accident or vandalism. The Association shall act on behalf of the unit owners as to such matters.

B. It is the responsibility of the Association to implement long-term operation and maintenance plans as to the drainage system and drainage controls. The Association shall include estimated amounts for yearly maintenance of the drainage system in the Association's annual budgets, which amounts shall be kept in a separate account and shall not be used for the maintenance, repair or replacement of any other portion of the common areas of the condominium. The Association shall certify annual to the Town that such provision has been made in the condominium budgets and the amounts so certified.

The Association shall establish and maintain sufficient funding to cover such operations maintenance and monitoring activities. The Association shall submit a written report to the Lexington Conservation Commission on or before December 31st of each year of its maintenance activities as stated herein and as contained in the Order of Conditions issued by the Commission.

C. The Association shall maintain the roadway and drainage system in accordance with the DEP Stormwater Management Policy.

D. No parking shall be allowed on accessways other than in parking cutout areas, unless otherwise approved by the Lexington Fire Chief. The Association shall actively enforce this prohibition. No parking shall be allowed at the entranceway to the site or at the intersections of accessways. Concurrent rights of enforcement of these parking regulations are assigned to the Town of Lexington.

Witness my hand and seal this 21st day of September, 2010.

LEXINGTON COURTYARD, LLC

By:



Edward T. Moore, Managing Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 21st day of September 2010, before me, the undersigned notary public personally appeared Edward T. Moore of Lexington Courtyard, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license with a photograph, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



NOTARY PUBLIC

MY COMMISSION EXPIRES



EXHIBIT A

Land

That certain parcel of land, with the buildings thereon, situated on Lowell Street, Lexington, Middlesex County, Massachusetts; said land consisting of Parcel A containing 30,160+/- s.f. and Parcel B containing 2.97 +/- acres as shown on the plan entitled "*PHASE 1 LEXINGTON COURTYARD CONDOMINIUM SITE PLAN LOCATED IN LEXINGTON, MASSACHUSETTS; SCALE: 1"=30'; DATE: SEPTEMBER 14, 2010; MERIDIAN ASSOCIATES; OWNER; LEXINGTON COURTYARD, LLC*" recorded with the Registry herewith.

Said premises are conveyed subject to and with the benefit of the following:

A. The Declarant hereby Reserves to itself and its successors and assigns:

1. Development/Improvements: The perpetual right and easement over, under and upon those portions of the Common Land for the purpose of accommodating completion of the roadways/accessways, drainage system, utilities, and the Facilities, at locations determined by the Declarant, including but not limited to access, grading, monumenting, loaming, and seeding. Without limiting the generality hereof, said reservation of easement includes the right to perform grading, and to deposit fill and other material necessary for the construction, drainage, support, and maintenance of the Condominium, including the right to convey said easement to the Town of Lexington and the right to grant easements to utility companies.
2. Drainage: The perpetual right and easement over, under and upon those portions of Common Land, for the purpose of surface and subsurface drainage, installing, constructing, and maintaining drainage facilities of every type and kind, including, but not limited to retention ponds, detention ponds, pipes, conduits, and all other types and kinds of drainage facilities, structures and appurtenances necessary or desirable for the purpose of surface and subsurface drainage. Without limiting the provisions hereof, said reservation of easement includes the right to enter onto said easements areas with any and all material and equipment necessary to fully effectuate these easements; install, construct and maintain any and all surface and subsurface drainage facilities, structures and appurtenances within the easement areas that may be necessary or desirable to fully effectuate the easement, and the right to convey said easement to the Town of Lexington (subject to acceptance, in whole or in part, by the Town of Lexington) or any other parties. There is also reserved by the Declarant the perpetual easement right to drain water from other land now or hereafter under the control of the Declarant into the drainage systems on the Common Land, provided that Declarant obtains all governmental orders, permits and approvals necessary to do so.
3. Sewerage: The perpetual right and easement, over, under and upon those portions of the Common Land, for the purpose of installing, constructing, maintaining, reconstructing sewer facilities of every type and kinds, including but not limited to pipes, and

other sewer and sewage facilities, structures and appurtenances deemed necessary or desirable by the Declarant, its heirs, successors and assigns. Without limiting the provisions hereof, said reservation of easement includes the right to enter onto said easements areas with any and all material and equipment necessary to fully effectuate these easements and the right to convey said easement to the Town of Lexington (subject to acceptance, in whole or in part, by the Town of Lexington) or any other parties. There is also reserved by the Declarant the perpetual easement right to connect sewer lines from other land now or hereafter under the control of the Declarant into the sewer systems on the Common Land, provided that Declarant obtains all governmental orders, permits and approvals necessary to do so.

4. Future Phases: The perpetual right to construct Units and Facilities on all portions of the Condominium Land and Common Land and to add same to the Condominium by Amendment to the Master Deed, all as more fully set forth herein except that the Declarant shall have no rights to construct Units and Facilities on the Common Land Except for those shown on the Site Plan. Further, Declarant reserves the right to add additional land to the Condominium and add dwelling units on that additional land, which will become part of the Condominium, by amendment.
5. Use of Facilities: Said rights shall include the use of all necessary existing and subsequently added Facilities of the Condominium, including without limitation, driveways, piping, equipment, treatment facilities, systems, etc. and will allow the Declarant to construct such additional Facilities on the Land as may be required to achieve the objectives set forth herein.
6. Access-Connections: The perpetual rights and easements in common with others over the roadways/accessways in the condominium and where utility lines are located outside of buildings to serve as ingress and egress and utility connections between the Exclusive Use Areas and Common Land as shown on the above plan and for the benefit of additional land now owned or hereafter acquired by the Declarant for vehicular and pedestrian access and utility connections.
7. Regulatory Agreement The right to execute and record hereafter a regulatory agreement with the Town of Lexington and the Massachusetts Department of Housing and Community

Development as to affordable units in the Condominium to be established under the local initiative program or a similar program pursuant to the requirements of the Special Permit and applicable laws and regulations. See Master Deed paragraph 25.

8. Utility and Municipal Easements: The right to grant easements over the Land for utilities and drainage installations, maintenance and inspections which rights may be granted by the Declarant to utility companies, the Town and governmental agencies and others.

B. Subject to and with the benefit of the following:

1. Provisions of Massachusetts General Laws Chapter 183A, as amended, the within Master Deed, as it may be amended from time to time, the By-Laws of Lexington Courtyard Condominium Association Trust and the Rules and Regulations promulgated thereunder;
2. Special Permit;
3. The Site Plan and matters shown on it;
4. Said premises are conveyed subject to and with the benefit of easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

For title, see deeds to the Declarant recorded with the Registry in Book 52119, Page 121.

EXHIBIT B

BUILDINGS IN PHASE 1

Phase 1: The buildings in Phase 1 consist of two (2) residential building(s) containing a total of seven (7) unit(s) and accessory buildings and are shown on the Floor Plans (described below). The residential Buildings are numbered 2 and 3 and are located as shown on the Site Plan. The buildings are wood frame construction, with foundations, peaked roofs and clapboard siding. Building numbered 2 contains four Units identified as 35, 37, 39 and 41 Courtyard Place. Building numbered 3 three Units identified as 29, 31, and 33 Courtyard Place. The Buildings and Units are shown on the building plans recorded herewith. A further description of the Units and the percentages of interest of the Units in Phase 1 are contained in Exhibit C.

The Units in Phase 1 are described as follows:

BUILDING 2 (containing four units): The building is shown on a plan entitled "As Built Floor Plans, Lexington Courtyard Condominiums Units 35, 37, 39 and 41 Courtyard Place, Lexington, MA; prepared by: Grazado Velleco Architects", endorsed on September 20, 2010 which plans are recorded herewith and incorporated herein and which, together with the other building floor plans are collectively referred to as "Floor Plans" or "Building Plans". Each unit is described on those plans.

BUILDING 3 (containing three units): The building is shown on a plan entitled "As Built Floor Plans, Lexington Courtyard Condominiums Units 29, 31, and 33 Courtyard Place, Lexington, MA; prepared by: Grazado Velleco Architects", endorsed on September 20, 2010, which plans are recorded herewith and incorporated herein and which, together with the other building floor plans are collectively referred to as "Floor Plans" or "Building Plans". Each unit is described on those plans. Unit 31 is an affordable unit.

The building(s) in Phase 1 and the floor plans of Units in those buildings are as show with the layout, locations, unit numbers and dimensions and areas of the Units in Phase 1 and are labeled as set forth in the plans attached hereto and incorporated herein, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act.

The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans mentioned previously and recorded herewith, which is incorporated herein and made a part hereof.

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in Exhibit C, has complied with the provisions of Chapter 183A. Pursuant to the provisions of the Master Deed, the Declarant reserves the right to add additional phases, in an order so desired, as well as the right to eliminate any phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183A. The Declarant will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183A at the time of creation of such additional Phases, as the same may be required depending on the type and mix of the units in the said future Phases.

EXHIBIT C

UNIT TYPE, AND UNIT ADDRESS	BUILDING IN WHICH UNIT IS LOCATED	NUMBER OF FLOORS INCLUDING BASEMENT, IF ANY	APPROXIMATE UNIT AREA (SQUARE FEET) INCLUDING BASEMENT & GARAGE	*APPROXIMATE GROSS SQUARE FOOTAGE OF LIVING SPACE	UNIT TYPE	PERCENTAGE INTEREST IN COMMON EXPENSE BUDGET
29 Courtyard Place-T	Building 3	Three	4,231	2,450	A	16.00%
31 Courtyard Place-T	Building 3	Three	2,185	1,700	Da	9.14%
33 Courtyard Place-T	Building 3	Three	4,209	2,550	B	16.00%
35 Courtyard Place-T	Building 2	Three	4,125	2,550	B	16.00%
37 Courtyard Place-T	Building 2	Three	2,825	2,175	C	13.14%
39 Courtyard Place-T	Building 2	Three	3,125	2,450	C	13.71%
41 Courtyard Place-T	Building 2	Three	4,270	2,450	A	16.00%
						100.00%

(Exhibit C CONTINUED)

*Measured to the exterior of building and centerline of common walls including walk including walk out basement spaces that have windows and are finished or may be finished in the future, but excluding mechanical rooms, garages and basements.

NOTES:

1. Each Unit contains such rooms, garage, as well as such other characteristics, all as shown on the condominium plans recorded herewith which is incorporated herein, to which reference is hereby made for a more particular description. Each Unit is used only for residential purposes, including any accessory uses allowed under the Town of Lexington Zoning Bylaw.
2. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Are, as defined in the Master Deed.
3. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Area and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

EXHIBIT D

Lexington Courtyard Master Deed

UNIT TYPE, DESIGNATION (All Townhouse Style unless labeled 'Flat'- then one level) AND UNIT ADDRESS S,	BUILDING IN WHICH UNIT IS LOCATED	NUMBER OF FLOORS INCLUDING BASEMENT, IF ANY	APPROXIMATE UNIT AREA (SQUARE FEET) INCLUDING BASEMENT & GARAGE	*APPROXIMATE GROSS SQUARE FOOTAGE OF LIVING SPACE	UNIT STYLE	PERCENTAGE INTEREST IN COMMON EXPENSE BUDGET		
MONTHLY BUDGET								
36								
1 Courtyard Place-Flat	Building 7	Two	2,265	1,265	Ea	1.63%		
3 Courtyard Place-Flat	Building 7	One	2,565	1,565	Ea	1.86%		
5 Courtyard Place	Building 7	Three	4,225	2,550	B	3.25%		
7 Courtyard Place	Building 6	Three	4,225	2,450	A	3.25%		
9 Courtyard Place	Building 6	Three	2,700	1,700	Da	1.86%		
11 Courtyard Place	Building 6	Three	3,125	2,450	C	2.79%		
15 Courtyard Place	Building 6	Three	4,225	2,550	B	3.25%		
17 Courtyard Place	Building 5	Three	4,225	2,450	A	3.25%		
19 Courtyard Place	Building 5	Three	3,125	2,450	C	2.79%		
21 Courtyard Place	Building 5	Three	4,225	2,550	B	3.25%		
23 Courtyard Place	Building 4	Three	4,225	2,550	B	3.25%		
25 Courtyard Place	Building 4	Three	3,125	2,450	C	2.79%		
27 Courtyard Place	Building 4	Three	4,225	2,450	A	3.25%		
29 Courtyard Place	Building 3	Three	4,225	2,450	A	3.25%		
31 Courtyard Place	Building 3	Three	2,700	1,700	Da	1.86%		
33 Courtyard Place	Building 3	Three	4,225	2,550	B	3.25%		
35 Courtyard Place	Building 2	Three	4,225	2,550	B	3.25%		
37 Courtyard Place	Building 2	Three	2,825	2,175	C	2.67%		
39 Courtyard Place	Building 2	Three	3,125	2,450	C	2.79%		
41 Courtyard Place	Building 2	Three	4,225	2,450	A	3.25%		
43 Courtyard Place	Building 1	Three	4,225	2,450	A	3.25%		
45 Courtyard Place	Building 1	Three	3,125	2,450	C	2.79%		
47 Courtyard Place	Building 1	Three	3,125	2,450	C	2.79%		
49 Courtyard Place	Building 1	Three	3,000	2,000	Aa	2.32%		
2 Courtyard Place	Building 9	Three	2,700	1,700	Da	1.86%		
4 Courtyard Place	Building 9	Three	3,125	2,450	C	2.79%		
6 Courtyard Place	Building 9	Three	4,225	2,550	B	3.25%		
8 Courtyard Place	Building 8	Three	3,125	2,450	C	2.90%		
10 Courtyard Place	Building 8	Three	2,700	1,700	Da	1.86%		
12 Courtyard Place	Building 8	Three	4,225	2,450	A	3.25%		
34 Courtyard Place	Building 10	Three	4,225	2,550	B	3.25%		
36 Courtyard Place	Building 10	Three	2,700	1,700	Da	1.86%		
38 Courtyard Place	Building 10	Three	3,450	2,450	A	3.25%		
42 Courtyard Place	Building 11	Three	3,550	2,550	B	3.25%		
44 Courtyard Place	Building 11	Three	3,125	1,995	Ca	2.09%		
46 Courtyard Place	Building 11	Three	2,945	2,250	D	2.44%		
				81,900		100.00%		