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MASTER DEED  
OF  
LOCKE VILLAGE OF LEXINGTON CONDOMINIUM

This MASTER DEED of Locke Village of Lexington Condominium, made this 20th day of January, 1995, WITNESSETH THAT: We, Richard F. Perry and Peter C.J. Kelley, Trustees of Woodhaven Realty Trust under Declaration of Trust dated April 23, 1992, and recorded with Middlesex South Registry of Deeds in Book 21970, Page 229, both of Lexington, Middlesex County, Massachusetts, hereinafter called the Declarant, being the sole owners of certain premises in Lexington, Middlesex County, Commonwealth of Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and propose to create and do hereby create, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end we hereby declare and provide as follows:

**I. Name of Condominium**

The name of the condominium shall be Locke Village of Lexington Condominium. It is the intention of the Declarant to develop said Condominium in three (3) phases, designated as William Locke Homestead (hereinafter Phase I), Samuel Locke Homestead (hereinafter Phase II), and Thomas Locke Homestead (hereinafter Phase III), by amendment of this Master Deed as set forth in Article XIV and Article XV hereof. Phase I is shown on a plan entitled "Site Plan of Land Located in Lexington, Massachusetts - Prepared for Locke Village of Lexington Condominium," dated January 10, 1995, prepared by Meridian Engineering, Inc., said plan being part of the condominium plans hereafter referred to, all of which are recorded herewith. Phase II and Phase III shall be developed on that property shown as "remaining area" in accordance with Article XIV and Article XV.

**II. Description of Land**

The premises that constitute the condominium hereby established comprise the land, together with the buildings and improvements thereon and to be constructed thereon, as shown on a Plan entitled "Site Plan of Land located in Lexington, Massachusetts prepared for Locke Village of Lexington Condominium," dated January 10, 1995, by Meridian Engineering, Inc., to be recorded herewith, and is bounded and described as set forth in Exhibit A attached hereto and made a part hereof by reference. Said plan shows the location of the building in Phase I together with the location of the buildings on that property shown as "remaining area" which will be added as Phase II and Phase III in accordance with Article XIV and XV.

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Said premises are subject to and with the benefit of all the rights, reservations, easements, restrictions, appurtenances, and agreements, and other matters of record now in force and set forth in "Exhibit A" as aforesaid and are further subject to and with the benefit of the rights and easements reserved by the Declarant as described in this Master Deed.

### III. Definitions

All terms and expressions herein used that are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

### IV. Description of Buildings

Until the amendment of the Master Deed, as hereinafter provided in Article XIV and Article XV to create Phase II and Phase III of the Condominium, the units of the Condominium shall be only those included within the building of Phase I (Building 1) shown on the Condominium plans recorded herewith. Phase I of the Condominium consists of one (1) building containing eighteen (18) units.

The building of Phase I is constructed principally of a poured concrete foundation, steel and wood frame construction and wood siding, and an asphalt shingled roof.

The building consists of two and 1/2 stories plus a basement parking garage.

If Phase II is created, it shall consist of one (1) building; Building 2 containing twenty-six (26) units and shall be constructed of the same material as the building of Phase I and shall be consistent with the quality of construction of Phase I.

If Phase III is created, it shall consist of one (1) building; Building 3 containing eighteen (18) units and shall be constructed of the same material as the building of Phase I and shall be consistent with the quality of construction of Phase I.

### V. Description of Units and Boundaries

The designation of each unit in Phase I of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are shown on Exhibit B attached hereto and made a part hereof by reference.

All of the units in Phase I of the Condominium are of Residence Unit Types as hereinafter defined.

Each Adams I unit contains a foyer, dining/living room with bow window, kitchen, laundry area, master bedroom with private bath, and a second bedroom all on one floor.

Each Adams II unit contains a foyer, dining/living room with bow window, kitchen, laundry area, master bedroom with bow window and private bath, and a second bedroom all on one floor.

Each Bowman unit contains a kitchen, living/dining room with a bow window and cathedral ceiling, a master bedroom with private bath, a powder room on the first floor, and a loft area with access from the living/dining room, a second bedroom with another full bath with access from the loft area on the second floor.

Each Clarke unit contains a kitchen, dining room, living room, master bedroom with private bath, a powder room on the first floor, and a loft area with access from the living room, which gives access to a study/den with bow window, a bedroom with bow window and a full bath on the second floor.

Each Dawes unit contains a kitchen, dining/living room, mechanical/storage area, master bedroom with private bath, a second bedroom and a powder room all on one floor.

Each Endicott unit contains a kitchen, dining/living room, master bedroom with bow window and private bath, a storage room a study/den and a second bedroom all on one floor.

Each Franklin unit contains a kitchen, dining/living room, master bedroom with private bath, and powder room on the first floor, and a loft with access from the dining/living room which gives access to a second bedroom with bow window, a full bath and a storage area on the second floor.

Each Grant unit contains a kitchen, dining room, living room, bedroom with private bath, and a powder room on the first floor, and a loft with access from the living room which gives access to a bedroom, a full bath and a storage room on the second floor.

Each Lexington unit contains a kitchen, dining/living room, two (2) bedrooms, a full bath and a storage area all on one floor.

The future phases of the condominium may include units of the same or similar types and also may include units of other types which will be defined in the amendment to the master deed for each phase.

The boundaries of the units with respect to the floors, ceilings, structural columns, walls, doors, and windows thereof are as follows:

- (a) Floors: The upper surface of the sub-flooring.
- (b) Ceilings: The plane of the surface of the roof rafters or floor joists facing such units whichever is applicable.
- (c) Interior Building Walls between Units and Bearing Walls Within Units: The plane of the surface of the wall studs facing such unit.
- (d) Exterior Building Walls, Doors and Windows: As to exterior walls, the plane of the interior surface of the wall studs; as to metal insulated doors providing access and egress to the unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the glass, and the planes of the exterior surfaces of the window or plane frames.
- (e) Structural Columns: The plane of the surface of the wall studs facing such unit.

The units in Phase II and Phase III of the Condominium, if created, shall be of the same type as the units in Phase I of the Condominium and shall contain the same features as and shall be consistent with the quality of the units in Phase I.

## VI. Modification of Units

The owner of a unit may not, at any time, make any change or modifications to the exterior of said unit or any interior changes that would affect, or in any way modify, the structural or supportive characteristics of the building or its services, unless the same has been approved by a majority of the Board of Trustees of the Locke Village of Lexington Condominium Trust as hereinafter described and in accordance with the terms of the by-laws thereof. The owner of any unit may, at any time and from time to time, change the use and designation of any room or space within such unit, subject always to compliance with all applicable rules, regulations, ordinances, and laws of Lexington and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, (a) the owners of any unit may, at any time or from time to time, modify, remove, and install non-bearing walls lying wholly within such unit, and (b) the owner or owners of two or more contiguous units held in common ownership may install connecting openings in the wall or walls between such contiguous units. Any and all work with respect to installation of interior non-bearing walls, the installation of connecting openings in walls between contiguous units, or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications that have been submitted to the Board of Trustees of

the Locke Village of Lexington Condominium Trust, in accordance with the terms of the by-laws thereof, which approval shall not be unreasonably withheld or delayed.

### VII. Unit Appurtenances

Each unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Sections XII and XIII of this Master Deed and the provisions of the by-laws of the Locke Village of Lexington Condominium Trust and the rules and regulations promulgated pursuant thereto, to use and occupy the following:

- (a) The patio area if any (including the concrete slab) immediately adjacent to such unit, as shown or to be shown on the Site Plan referred to herein.
- (b) Any parking spaces allocated to such unit in the original unit deed or pursuant to the provisions of this Master Deed and the by-laws of said Trust.
- (c) The balcony adjacent to and accessible from some units and the decks and or patios adjacent to and accessible from some units.
- (d) All heating, ventilating, and air conditioning equipment and facilities that serve only such unit, including the air conditioning compressor serving said unit.

Any parking space, as referred to in (b) above, shall be maintained and repaired as necessary by the Trustees of the Locke Village of Lexington Condominium Trust in accordance with the provisions of the by-laws thereof.

The patio area of each unit if any (except the wood parapet and the shrubbery located thereon), the balcony, and the deck (except the painting or staining thereof) and the heating, ventilating, and air conditioning equipment that serves only a single unit, referred to in (a), (c), and (d) above, shall be maintained, repaired, and replaced, as necessary, by and at the sole and separate expense and risk of the owner of such unit.

Provided, however, that, whenever pursuant to the terms hereof, maintenance, repairs, and replacements are to be done at the sole and separate expense and risk of the owner of a unit, (i) all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the by-laws of the Locke Village of Lexington Condominium Trust and the rules and regulations promulgated with respect thereto, and (ii) if the owner of any such unit shall fail or neglect to so maintain any such facility or area in a proper manner, the Trustees of the Locke Village of Lexington Condominium

Trust may do so and charge such unit owner for the cost thereof and the cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable therefor in addition to his share of the common expenses.

#### VIII. Common Areas and Facilities

Until the Master Deed is amended to create Phase II and Phase III of the Condominium, the common areas and facilities of the Condominium shall consist of the land described in Article II hereof and Building 1, including all parts of Building 1 and improvements thereon other than the units themselves; until such amendment of the Master Deed as aforesaid, the buildings (Buildings 2 and 3) shown to be within the boundaries of property shown as "remaining area" on the Site Plan recorded herewith, are specifically excluded from the common areas and facilities of the Condominium and the Declarant specifically reserves the right to construct said Building 2 and Building 3 and said Phase II and Phase III thereon. Further, the Declarant reserves the right, in his or her sole discretion, at any time hereafter, to determine that he or she shall not create said Phase II or Phase III of the Condominium and, in such event, the Declarant shall record a statement with the Middlesex South Registry of Deeds stating that said Phase II and or Phase III shall not be created by amendment to the Master Deed.

The common areas and facilities of the Condominium comprise and consist of:

- (a) the land described in the foregoing Article II hereof, together with the benefit of and subject to the rights and easements referred to in Article II hereof and the rights and easements reserved by the Declarant as described in this Master Deed;
- (b) those portions of the building (Building 1) not included within the boundaries of the units contained therein, including the basements, foundations, structural columns, girders, beams, roof rafters, floor joists, supports, exterior walls, party walls, and common walls, and roof sheathing and shingles of the buildings;
- (c) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and drainage pipes, septic tanks, and sewer disposal systems located without the units and all such facilities located within any unit that serve parts of the Condominium other than the unit within which such facilities are contained; as to sewage disposal systems and utility conduits,

lines, pipes and wires, the right and easement to use the same shall be included as part of the common areas and facilities;

- (d) the utility meter room for the building located in the basement containing the electrical, water and other meters for the building and common areas;
- (e) the lawns, plants, shrubbery in the patio areas, landscaping, driveways, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereon, including walls, retaining walls, railings, wood parapets in the patio areas, stairways and lighting fixtures (subject to such exclusive rights and easements appurtenant to units as hereinbefore set forth);
- (f) the parking spaces on the land referred to in clause (a) hereof (subject to the exclusive rights and easements appurtenant to units as hereinbefore set forth);
- (g) all halls, corridors, lobbies, public stair and stairways, entrances, exits and elevators; and
- (h) all other elements and features of the condominium property, however designated or described, excepting only the units themselves as herein defined and described, and all other items, listed as common areas and facilities in Massachusetts General Laws c. 183A, and located on the property and referred to herein.

Said common areas and facilities shall be subject to the provisions of the by-laws of the Locke Village of Lexington Condominium Trust, hereinafter referred to, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

The Declarant reserves the right to sell exclusive use parking spaces to owners of units in Phase I until such time as all of the units in Phase I have been sold. With respect to additional parking spaces not exclusively assigned to unit owners, the same shall be available for occasional use by all occupants of units, their tenants and their guests, subject to and in accordance with said by-laws and rules and regulations of said Condominium Trust. The use of any such exclusive parking space may be assigned by lease or otherwise, by the owner of the unit to which it is appurtenant to any other unit owner in the Condominium, but not to any other person.

In addition to and not in limitation of the rights of unit owners as elsewhere herein set forth and as provided in said Chapter 183A, the owner or owners of each unit shall have, as appurtenant to such unit, the rights and easements, in common with

the owner and owners of all other units and subject to like rights and easements appurtenant to such other units, to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, ducts, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however, to:

- (a) the exclusive rights and easements herein granted to particular units in certain facilities;
- (b) the restrictions and other provisions herein set forth; and
- (c) the rules and regulations promulgated by the Board of Trustees of the Locke Village of Lexington Condominium Trust.

The Trustees of the Locke Village of Lexington Condominium Trust shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to, and alter the roads, driveways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; and no unit owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

#### **IX. Encroachments**

If any portion of the common areas and facilities encroaches upon any unit or any unit encroaches upon any other unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any unit, any adjoining unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any unit or of any unit upon any other unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

#### **X. Floor Plans of Units**

Simultaneously with the recording hereof there has been recorded a set of the floor plans of the building (Building A) and the units included in Phase I of the Condominium, showing the layout, locations, unit designations, and dimensions of the units, stating the designation of the building, and bearing the verified



statement of a registered land surveyor certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units, as built. Floor plans with respect to units in Phase II and Phase III of the Condominium shall be recorded with the amendment to the Master Deed creating such Phase II and Phase III.

#### **XI. Percentage Interests in Common Areas and Facilities**

Each unit of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage herein specified therefor as set forth in Exhibit C attached hereto and made a part hereof by reference. For so long as the only units in the Condominium are those comprised in Phase I, the percentages specified in Column A of the list set forth in Exhibit C hereof shall be the respective percentage interest of the units in the Condominium; and from and after the creation of said Phase II of the Condominium, if said Phase II is created in accordance with the provision of Article XIV hereof, the percentages specified in Column B of the list set forth in Exhibit C shall be the respective percentage interest of units in the Condominium comprising Phases I and II; and from and after the creation of said Phase III of the Condominium, if said Phase III is created in accordance with the provision of Article XV hereof, the percentages specified in Column C of the list set forth in Exhibit C shall be the respective percentage interest of units in the Condominium comprising Phases I, II, and III. The determination of the percentage interest of the respective units in the common areas and facilities have been made upon the basis of the approximate relation which the fair value of each unit on the date hereof bears to the aggregate fair value of all the units in the Condominium, including Phases I, II and III on the date hereof.

#### **XII. Purpose of Units**

The purposes for which the buildings and the units and other facilities are intended to be used are as follows:

- (A) Each of the units is intended to be used solely for residential purposes, subject to the restrictions set forth in the following Section XIII; provided, however, that such units may be used by the Declarant hereof for other purposes temporarily pursuant to the provisions of, and subject to the limitations set forth in, the following Section XII(C);
- (B) Without the prior written permission of the Trustees, the parking spaces are intended to be used solely for the parking of private passenger cars of occupants of units, their tenants and their guests, and not for trucks or other commercial vehicles; provided, however, that locations for the parking or storage of trailers, boats

or other vehicles or items owned by occupants of units may be specified in the by-laws of the Condominium Trust or in the rules and regulations promulgated pursuant thereto. As hereinbefore set forth, the owner of a unit may lease or otherwise grant the right of use of a parking space appurtenant to such unit to an owner of another unit in the Condominium, but not to any other person;

- (C) As provided in the foregoing Section XII(A), and notwithstanding the provisions of the following Section XIII, the Declarant hereof may (a) let or lease units that are owned by him or her, and (b) use any unit owned or leased by him or her as models for display, as offices, or as storage areas, for purposes of construction, sale or leasing of units, insofar as permitted by applicable law and governmental regulations;
- (D) Any and all common facilities included as such by Declarant in the Condominium are and shall be common facilities intended to be used for the private enjoyment of the occupants of the units and their families and guests, subject to (a) provisions of the by-laws of the Locke Village of Lexington Condominium Trust and rules and regulations promulgated pursuant thereto, and (b) provisions of the following Section XIII of this Master Deed.

### XIII. Restrictions on Use of Units

Said units and the common areas and facilities of the Condominium shall be subject to the restrictions that:

- (a) No such unit shall be used for any purpose other than as a dwelling;
- (b) No business activities of any nature shall be conducted in any such unit, except (i) as provided in Paragraph (C) of Section XII, hereof, and (ii) that a person residing in any such unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, maintain therein an office for his or her personal and professional use, but no employees or persons other than a resident of such unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for services to clients or patients;
- (c) Units may be leased for use by other than the owners thereof provided (i) the lease is in writing; (ii) the lease is for not less than the entire unit; (iii) the lease is not for transient or hotel purposes; (iv) the

term of any such lease is not less than one (1) year; (v) the lease is specifically made subject to the provisions of this Master Deed, the Condominium Trust and by-laws and all rules and regulations issued thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder; and (vi) such lessee executed a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe and be bound by the same. The foregoing provisions, however, shall not apply to leasing of units by Declarant prior to the initial sale thereof;

- (d) Dogs, cats or other pet animals or birds shall not be kept in any unit without the written permission of the Trustees;
- (e) The architectural integrity of the buildings and the units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Trustees of the Condominium Trust, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker, or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (e) shall not restrict the right of unit owners to decorate the interiors of their units as they may desire; except that all curtains, drapes, and window treatments shall be of a white or neutral material or lined in white or neutral material so as to make a uniform and consistent window presentment on the Condominium;
- (f) All maintenance and use by unit owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification;
- (g) All use and maintenance of such units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the provisions with respect thereto from time to time promulgated by the Trustees of the Condominium Trust and in accordance with the provision of the by-laws of said Condominium Trust;

- (h) No improper, offensive, or unlawful use shall be made of the units or any part thereof, and all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all unit owners.

Said restrictions shall be for the benefit of the owners of all the Condominium units and the Trustees of the Locke Village of Lexington Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times in such manner as permitted or required by law for the continued enforceability thereof. No such owner shall be liable for any breach of the provision of this section except such as occur during his or her ownership thereof. Said restrictions may be implemented and further defined by rules and regulations promulgated by the Trustees of the Locke Village of Lexington Condominium Trust pursuant thereto.

#### XIV. Creation of Phase II

The Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include in this Condominium Phase II thereof, pursuant to and in accordance with the following provisions of this Article XIV. Phase II shall consist of, and shall include, Building 2 shown to be within the property shown as "remaining area" on the Site Plan of Locke Village of Lexington Condominium filed herewith. With respect to said Phase II:

- (a) The Declarant shall not amend this Master Deed so as to include such Phase II until the construction of the building containing the units in such Phase II has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A;
- (b) Upon the recording of such amendment of this Master Deed so as to include said Phase II, the units in the Building in such Phase II shall become units in this Condominium owned by the Declarant, and the common areas and facilities of the Condominium shall include the land hereinbefore described in Article II together with the land shown on the Site Plan recorded with the Phase II amendment and the same elements, features, and facilities of the buildings and grounds which are described, defined, and referred to in the foregoing Article VIII hereof as common area and facilities. After the recording of such amendment of this Master Deed creating said Phase II, the total number of units in the Condominium, including Phase I, shall be forty-four (44) units;

- (c) If the Declarant has not so amended this Master Deed so as to include said Phase II in the Condominium within five (5) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to said Phase II; and
- (d) Nothing herein shall be deemed to obligate the Declarant to create said Phase II.

The Declarant, or his or her successors in interest, shall have the right, prior to the execution and recording of the amendments creating said Phase II, to change the size, layout, location, and percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in said Phase II, but no such change shall alter the percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in Phase I, however the Phase I common area percentages may change as phases are added.

Any such amendment creating Phase II shall contain with respect to Phase II all the particulars required by said Chapter 183A of the General Laws of Massachusetts. Without limitation of the foregoing, the designation of each unit in Phase II, a statement of its location, approximate area, number of rooms, and the immediate common area to which it has access and its proportionate interest in the common areas and facilities shall be set forth respectively, in the amendment creating said Phase II. No such amendment to this Master Deed shall be effective until it is recorded with the Middlesex South Registry of Deeds.

Declarant further reserves the right for him- or herself, his or her successors and assigns, in his or her sole discretion, to abandon his or her intention to create Phase II of the Condominium, as set forth above, and may, in his or her discretion, record a statement to said effect with the Middlesex South Registry of Deeds, and, upon the recording of said instrument, the rights hereinbefore reserved to create Phase II shall thereby terminate upon the date of recording of said statement.

#### **XV. Creation of Phase III**

The Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include in this Condominium Phase III thereof, pursuant to and in accordance with the following provisions of this Article XV. Phase III shall consist of and shall include the building thereon (Building C) shown to be within Phase III on the Phase Plan-Site Plan of Locke Village of Lexington Condominium filed herewith. With respect to said Phase III:

- (a) The Declarant shall not amend this Master Deed so as to include such Phase III until the construction of the building containing the units in such Phase III has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A;
- (b) Upon the recording of such amendment of this Master Deed so as to include said Phase III, the units in the building in such Phase III shall become units in this Condominium owned by the Declarant, and the common areas and facilities of the Condominium shall include the land hereinbefore described in Article II together with the land shown on the Phase II Site Plan and the Phase II Site Plan and the same elements, features, and facilities of the buildings and grounds which are described, defined, and referred to in the foregoing Article VIII hereof as common area and facilities. After the recording of such amendment of this Master Deed creating said Phase III, the total number of units in the Condominium, including Phase I and Phase II shall be sixty-two (62) units;
- (c) If the Declarant has not so amended this Master Deed so as to include said Phase III in the Condominium within five (5) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to said Phase III; and
- (d) Nothing herein shall be deemed to obligate the Declarant to create said Phase III.

The Declarant, or his or her successors in interest, shall have the right, prior to the execution and recording of the amendments creating said Phase III, to change the size, layout, location, and percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in said Phase III, but no such change shall alter the percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in Phase I and Phase II, however the Phase I and Phase II common area percentages may change as phases are added.

Any such amendment creating Phase III shall contain with respect to Phase III all the particulars required by said Chapter 183A of the General Laws of Massachusetts. Without limitation of the foregoing, the designation of each unit in Phase III, a statement of its location, approximate area, number of rooms, and the immediate common area to which it has access and its proportionate interest in the common areas and facilities shall be set forth respectively, in the amendment creating said Phase III. No such amendment to this Master Deed shall be effective until it is recorded with the Middlesex South Registry of Deeds.

Declarant further reserves the right for him or herself, his or her successors and assigns, in his or her sole discretion, to abandon his or her intention to create Phase III of the Condominium, as set forth above, and may, in his or her discretion, record a statement to said effect with the Middlesex South Registry of Deeds, and, upon the recording of said instrument, the rights hereinbefore reserved to create Phase III shall thereby terminate upon the date of recording of said statement.

#### XVI. Amendment of Master Deed

Except for the amendment creating Phase II and Phase III described in Article XIV and XV above, this Master Deed may be amended by an instrument in writing (a) signed by the owners of units entitled to not less than sixty-seven percent (67%) of the undivided interests in the common areas and facilities, or (b) signed by the Trustees of the Locke Village of Lexington Condominium Trust pursuant to Article IX, Section 2, of the Condominium Trust, and (c) duly recorded with the Middlesex South Registry of Deeds, PROVIDED, HOWEVER, that:

- (A) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instruments shall be of any force or effect unless the same has been so registered within nine (9) months after such date;
- (B) No instrument of amendment which alters the dimensions of any Unit or affects the use of the unit or the exclusive use of a common area reserved to a unit hereunder shall be of any force or effect unless the same has been signed by the owners of the unit so affected;
- (C) Except as provided in, and in accordance with the provisions of, Articles XI, XIV and XV of this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is therein designated as an Amended Master Deed;
- (D) No instrument of amendment affecting any unit in a manner that impairs the security of a first mortgage of record thereon or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless

the same has been assented to by the holder of such first mortgage and no instrument or amendment that relates to matters described in Article X of the Condominium Trust shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Article X;

- (E) No instrument of amendment that alters the Master Deed in any manner that would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect; and
- (F) Notwithstanding anything contained in this Master Deed or in the Condominium Trust to the contrary, nothing in this Article XVI contained nor in any amendment adopted pursuant hereto shall be deemed or construed to vitiate or impair the rights reserved to the Declarant in and by the provisions of Article XIV and XV of this Master Deed, to amend this Master Deed so as to include Phase II and Phase III in the Condominium in the manner provided in said Article XIV and XV. Further, no amendment to this Master Deed affecting the rights of the Declarant to amend this Master Deed without the consent of any Unit Owner or Mortgagee to create Phase II and Phase III or affecting the Declarant's rights under Article XXIII of this Master Deed may be made without the written consent of the Declarant or his or her successors and assigns.

#### **XVII. Organization of Unit Owners**

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Locke Village of Lexington Condominium Trust under Declaration of Trust, dated January 20, 1995, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The original and present Trustees thereof are Richard F. Perry, Peter C.J. Kelley and Lisa M. Stewart having a usual place of business at 424 Marrett Road, Lexington, Massachusetts.

Said Trustees have enacted by-laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of Massachusetts.



**XVIII. Applicability of Chapter 183A**

The units and the common areas and facilities, and the Unit Owners and Trustees of the Locke Village of Lexington Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in said Declaration of Trust of the Locke Village of Lexington Condominium Trust and the by-laws set forth therein, shall be governed by provision of said Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds, and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

All present and future owners, tenants, visitors, servants, and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed, the unit deed, the trust and by-laws, and the rules and regulations, as they may be amended from time to time, and the said items affecting the title to the property as set forth herein. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the unit deed, trust, by-laws, and the rules and regulations, as they may be amended from time to time, and the said items affecting title of the property are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or occupancy thereof. In furtherance of the foregoing and not in limitation thereof, the Trustees of the Locke Village of Lexington Condominium Trust shall have the power and right to terminate any lease or occupancy arrangement or to bring summary proceedings to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by a tenant or occupant in the performance of any of the terms of this Master Deed, the trust, by-laws or rules and regulations adopted thereunder or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

**XIX. Invalidity**

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

**XX. Waiver**

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

**XXI. Captions**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

**XXII. Conflicts**

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

**XXIII. Declarant's Reservation of Rights; Assignments of Declarant's Rights**


In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create Phase II and Phase III as set forth in Article XIV and Article XV hereof, Declarant reserves unto him or herself, his or her agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the rights and easements to use, occupy, and alter, for construction purposes only, the land described in Article II for all purposes necessary or desirable in order to construct the building and the Condominium units in Phase II and Phase III thereon and the common areas and facilities therefor and the right to grant easements across said land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.


Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto him- or herself, his or her agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the following rights to be in full force and effect until the last of the Condominium units in Phases I, II and III is conveyed of record by the Declarant: the right of access, ingress, and egress over and upon the land described in Article II hereof and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work

of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant in connection with the creation and construction of said Phase II and Phase III; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium units in Phases I, II and III and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Condominium units in Phases I, II and III and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of constructing said Phase II and Phase III; to construct buildings and improvements on the land described in Article II hereof and as shown on the Phase Plan-Site Plan herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of said Phase II and Phase III; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit Owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of said Phase II and Phase III or in order to facilitate the installation of appliances or fixtures in the units or common areas and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use his or her best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium units in Phases I, II and III and the common areas and facilities in connection therewith.

The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the by-laws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

Witness the execution hereof under seal as of the day and year first above written.

  
Richard F. Perry, Trustee

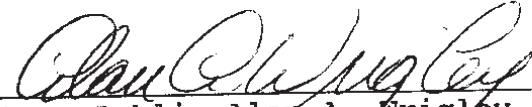
  
Peter C.J. Kelley, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

January 20, 1995

Then personally appeared the above named Richard F. Perry and Peter C.J. Kelley, Trustees as aforesaid, and acknowledged the foregoing to be their free act and deed, before me.

  
Notary Public-Alan A. Wrigley  
My commission expires: 2/7/97

## EXHIBIT A

LOCKE VILLAGE OF LEXINGTON CONDOMINIUM  
PHASE I SITE PLAN

The land situate on the easterly side of Lowell Street in Lexington, Middlesex County, Massachusetts, shown on a certain plan entitled "Site Plan of Land" located in Lexington, Middlesex County, Massachusetts prepared for Locke Village of Lexington Condominium, dated January 10, 1995, by Meridian Engineering, Inc. to be recorded herewith.

|               |   |
|---------------|---|
| WESTERLY      | by Lowell Street, 347.61 feet.  |
| NORTHWESTERLY | by land of owners unknown, 341.84 feet;                               |
| NORTHWESTERLY | by land now or formerly of Burlington Village Associates, 85.88 feet; |
| NORTHEASTERLY | by the Lexington/Burlington Town Line, 510.23 feet;                   |
| EASTERLY      | by North Street, 29.07 feet;  |
| SOUTHEASTERLY | by land now or formerly of Rizza, Morascio and Solomos, 630.19 feet.  |

For declarant's title see deed of Peter A. D'Arrigo, Trustee of Butterfield Realty Trust, dated April 23, 1992 and recorded with Middlesex South Registry of Deeds in Book 21970, Page 235.

Said land is subject to and has the benefit of the following:

1. The provisions of Massachusetts General Laws, Chapter 183A, as amended, and provisions of existing building, zoning, environmental and other laws of general applicability.
2. Rights, easements, deeds of fee interest, restrictions and agreement hereafter established of record, the right to grant the same being reserved to the Declarant, provided that the same does not interfere unreasonably with the use and enjoyment of the units and the common areas and facilities of the condominium for their intended purposes.
3. Subject to and with the benefit of a taking by the Town of Lexington for a slope easement along Lowell Street, recorded with said Deeds in Book 11228, Page 211.
4. Subject to and with the benefit of an order by the Town of Lexington for construction of sewer in Lowell Street, recorded with said Deeds in Book 13987, Page 366.
5. Subject to and with the benefit of an order by the Town of Lexington for construction of sewer in North Street, recorded with said Deeds in Book 13987, Page 369.
6. With the benefit of an easement reserved as set forth in deed, recorded with said Deeds in Book 10703, Page 259.

7. Subject to and with the benefit of an easement granted to New England Telephone and Telegraph Company and Boston Edison Company, recorded with said Deeds in Book 24408, Page 604.
8. Subject to a special permit granted by the Board of Appeals of the Town of Lexington, recorded with said Deeds in Book 24642, Page 23.

In accordance with the master deed, of which this Exhibit A is a part, only that portion of the property described as Phase I containing approximately 78,005 square feet is submitted to Chapter 183A. The remaining area will be submitted as Phases are added.

EXHIBIT B

LOCKE VILLAGE OF LEXINGTON CONDOMINIUM  
 MASTER DEED  
 DESCRIPTION OF UNITS

WILLIAM LOCKE HOMESTEAD (PHASE I)  
 EIGHTEEN (18) UNITS

| Unit No. and Type | No. of Floors | No. of Rooms(1) | Approximate Square Feet(2) |
|-------------------|---------------|-----------------|----------------------------|
| 1 Lexington       | 1             | 4               | 906                        |
| 2 Endicott (4)    | 1             | 6               | 1586                       |
| 3 Dawes (4)       | 1             | 5               | 1192                       |
| 4 Adams II        | 1             | 5               | 1372                       |
| 5 Adams I         | 1             | 5               | 1318                       |
| 6 Dawes (4)       | 1             | 5               | 1192                       |
| 7 Endicott (4)    | 1             | 6               | 1586                       |
| 8 Lexington       | 1             | 4               | 906                        |
| 9 Clarke          | 2             | 7               | 2039                       |
| 10 Bowman         | 2             | 5               | 1438                       |
| 11 Franklin       | 2             | 5               | 1520                       |
| 12 Grant          | 2             | 6               | 1735                       |
| 13 Bowman         | 2             | 5               | 1438                       |
| 14 Bowman         | 2             | 5               | 1438                       |
| 15 Bowman         | 2             | 5               | 1438                       |
| 16 Grant          | 2             | 6               | 1735                       |
| 17 Franklin       | 2             | 5               | 1520                       |
| 18 Bowman         | 2             | 5               | 1438                       |

NOTES:

- (1) No. of rooms does not include foyer, laundry or mud rooms, storage rooms, bathrooms or powder rooms, exclusive use decks or patios, or garage.
- (2) Approximate square foot area does not include areas of garage, exclusive use decks or patios.
- (3) Each unit has access to the common areas immediately outside the front door of the unit.
- (4) Each Dawes and Endicott unit has, as part of the unit, a mechanical room with access from the exterior common area as noted on the plans attached hereto.

PHASE PERCENTAGE INTERESTS  
PHASES I-III

| Unit | Type          | COLUMN A | COLUMN B | COLUMN C  |
|------|---------------|----------|----------|-----------|
|      |               | Phase I  | Phase II | Phase III |
| 1    | Lexington 2B  | 3.51     | 1.47     | 1.04      |
| 2    | Endicott      | 6.17     | 2.58     | 1.82      |
| 3    | Dawes         | 4.64     | 1.94     | 1.36      |
| 4    | Adams +       | 5.29     | 2.20     | 1.56      |
| 5    | Adams         | 5.11     | 2.14     | 1.51      |
| 6    | Dawes         | 4.64     | 1.94     | 1.36      |
| 7    | Endicott      | 6.17     | 2.58     | 1.82      |
| 8    | Lexington 2B  | 3.51     | 1.47     | 1.04      |
| 9    | Clarke        | 7.94     | 3.32     | 2.34      |
| 10   | Bowman        | 5.60     | 2.34     | 1.65      |
| 11   | Franklin      | 5.97     | 2.49     | 1.76      |
| 12   | Grant         | 6.54     | 2.73     | 1.93      |
| 13   | Bowman        | 5.60     | 2.34     | 1.65      |
| 14   | Bowman        | 5.60     | 2.34     | 1.65      |
| 15   | Bowman        | 5.60     | 2.34     | 1.65      |
| 16   | Grant         | 6.54     | 2.73     | 1.93      |
| 17   | Franklin      | 5.97     | 2.49     | 1.76      |
| 18   | Bowman        | 5.60     | 2.34     | 1.65      |
| 19   | Adams         |          | 2.14     | 1.51      |
| 20   | Lexington 2BF |          | 1.45     | 1.02      |
| 21   | Dawes         |          | 1.94     | 1.36      |
| 22   | Dawes         |          | 1.94     | 1.36      |
| 23   | Adams         |          | 2.14     | 1.51      |
| 24   | Adams 2+      |          | 2.16     | 1.53      |
| 25   | Adams 2+      |          | 2.16     | 1.53      |
| 26   | Adams         |          | 2.14     | 1.51      |
| 27   | Dawes         |          | 1.94     | 1.36      |
| 28   | Dawes         |          | 1.94     | 1.36      |
| 29   | Lexington 2A  |          | 1.45     | 1.02      |
| 30   | Clarke #2     |          | 3.08     | 2.18      |
| 31   | Bowman        |          | 2.34     | 1.65      |
| 32   | Bowman        |          | 2.34     | 1.65      |
| 33   | Grant         |          | 2.73     | 1.93      |
| 34   | Franklin      |          | 2.49     | 1.76      |
| 35   | Bowman        |          | 2.34     | 1.65      |
| 36   | Bowman        |          | 2.34     | 1.65      |
| 37   | Bowman #2     |          | 2.29     | 1.62      |
| 38   | Bowman #2     |          | 2.29     | 1.62      |
| 39   | Bowman        |          | 2.34     | 1.65      |
| 40   | Bowman        |          | 2.34     | 1.65      |
| 41   | Franklin      |          | 2.49     | 1.76      |
| 42   | Grant         |          | 2.73     | 1.93      |
| 43   | Bowman        |          | 2.34     | 1.65      |
| 44   | Bowman        |          | 2.34     | 1.65      |
| 45   | Adams         |          |          | 1.51      |



| Unit | Type         | COLUMN A | COLUMN B | COLUMN C  |
|------|--------------|----------|----------|-----------|
|      |              | Phase I  | Phase II | Phase III |
| 46   | Dawes        |          |          | 1.36      |
| 47   | Dawes        |          |          | 1.36      |
| 48   | Lexington 3B |          |          | 1.51      |
| 49   | Lexington 3B |          |          | 1.51      |
| 50   | Dawes        |          |          | 1.36      |
| 51   | Dawes        |          |          | 1.36      |
| 52   | Adams        |          |          | 1.51      |
| 53   | Clarke       |          |          | 2.34      |
| 54   | Bowman       |          |          | 1.65      |
| 55   | Franklin     |          |          | 1.76      |
| 56   | Grant        |          |          | 1.93      |
| 57   | Bowman       |          |          | 1.65      |
| 58   | Bowman       |          |          | 1.65      |
| 59   | Bowman       |          |          | 1.65      |
| 60   | Grant        |          |          | 1.93      |
| 61   | Franklin     |          |          | 1.76      |
| 62   | Bowman       |          |          | 1.65      |