

SOUTH COMMON ROAD, LINCOLN, MA

Copy

BATTLE ROAD FARM CONDOMINIUM

EIGHTEENTH RESTATED MASTER DEED

Lincoln House Associates Limited Partnership, a Massachusetts limited partnership (hereinafter the "Declarant," which term shall include its successors and assigns) is the declarant of a master deed (the "Master Deed") creating the Battle Road Farm Condominium (the "Condominium"), which Master Deed is dated August 29, 1989 and recorded with Middlesex South Deeds in Book 20041, Page 207. The Master Deed has been restated seventeen (17) times previously.

Pursuant to the terms of Paragraph 9(b) of the Master Deed, the Declarant hereby submits the building and improvements constituting Phase 19 of the Condominium to the provisions of Chapter 183A of the Massachusetts General Laws, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to said buildings and improvements, Phase 19 of the Condominium, to be governed by and subject to the provisions of said Chapter 183A, as amended. Said Phase 19 of the Condominium shall be subject to and have the benefit of the Master Deed and the provisions of the Declaration of Trust of the Battle Road Farm Condominium Trust (the "Condominium Trust"), which Declaration of Trust is dated August 29, 1989 and recorded with Middlesex South Deeds in Book 20041, Page 229.

1. Description of Building: Phase 19 of the Condominium consists of four (4) buildings: "Building Number 17," "Building Number 19," "Building Number 21," and "Building No. 23." Building Number 17 contains two (2) dwelling units (being Unit Nos. 17L and 17R); Building Number 19 contains four (4) dwelling units (being Unit Nos. 19A, 19B, 19C, and 19D); Building Number 21 contains four (4) dwelling units (being Unit Nos. 21A, 21B, 21C, and 21D); and Building Number 23 contains four (4) dwelling units (being Unit Nos. 23A, 23B, 23C, and 23D), all such units being referred to herein as the "New Units."

Each of Building Numbers 17, 19, 21, and 23 is two (2) stories in height above grade and one story below grade. Each is of wood frame construction with clapboard siding, poured concrete foundations, asphalt shingled roofs, interior walls of dry wall on wood or metal studs, and plumbing of PVC and copper tubing.

The previously constructed buildings which constitute Phases 1 through 18 of the Condominium are described in the Master Deed, as restated heretofore.

SEE PLAN IN RECORD COPY 11/30/95 PLAN NUMBER: 00001083

MSD 11/30/95 10:53:13 166 30.00 25855 - 429 PAGE

2. Floor Plans, Designation of Units and Their Boundaries: The attached plans (the "Plans") of Building Numbers 17, 19, 21, and 23 show the layout, location, unit description and dimensions of the New Units, state the name of Buildings, bear the verified statement of a registered architect certifying that the Plans fully and accurately depict the same, and are recorded with and are a part of this Seventeenth Restated Master Deed. A site plan showing the location of Building Numbers 17, 19, 21, and 23 and the immediate common area to which each of the New Units has access was recorded herewith.

A site plan and floor plans with respect to Additional Units and Additional Improvements to the Condominium will be recorded with Restatements of this Master Deed when constructed, all as set forth in Paragraph 9 of the Master Deed, as restated heretofore.

The Units, their designations, location, approximate area, and number of rooms are as shown on Exhibit A attached hereto.

The boundaries of the New Units are as follows:

- (a) Floors: The upper surface of the subflooring and the upper surface of the concrete basement slab.
- (b) Ceilings: As to garden style units, the lower surface of the ceiling joists and as to the townhouse units, the lower surface of the roof rafters. The owner of each New Unit shall have the obligation to maintain the sheet rock on the ceilings and walls, and in the event that the sheet rock must be replaced, sheet rock with a similar or higher fire rating shall be used.
- (c) Interior Building Walls: The interior surface of the wall studs.
- (d) Exterior Building Walls: The interior surface of the wall studs.
- (e) Exterior Doors, Windows, and Fireplaces: As to doors leading to Common Elements, the exterior surface of the doors and the interior unfinished surface of the door frame; and as to windows, the exterior surface of the glass and of the sash (or, in the case of storm windows, the exterior surface of the storm window glass and frame, and the interior unfinished surface of the window frames). As to fireplaces, the fireplace veneers, fire box and flues located within or appurtenant to each New Unit, if any, shall be considered part of said New Unit.

The boundaries of previously existing Units of the Condominium (the "Existing Units") are as set forth in the Master Deed, as restated heretofore. Reference to "Units" herein shall be deemed to include both New Units and Existing Units.

Subject to the provisions of Paragraphs 6 and 7 hereof, the owner of each Unit, at any time and from time to time, may change the use and designation of any room or space within said Unit, subject always to the provisions of Paragraph 7(d) hereof.

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 5 hereof and the provisions of the Trust and the rules and regulations promulgated pursuant thereto, (a) to use the parking space(s), if any, which are more particularly described in Paragraph 5 hereof, and (b) to use any patio, planting area and/or deck to which there is direct access from the interior of such Unit and to which there is no other means of access.

3. Common Elements: The "Common Areas and Facilities" (also called herein "Common Elements") are for Phase 19 (and all prior phases of the Condominium) as defined in the Master Deed, as restated heretofore.
4. Percentage Interests: The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages shown on Exhibit "A" attached to this Eighteenth Restated Master Deed and incorporated herein by reference. These percentage interests have been computed in conformity with Chapter 183A, upon the approximate relation with the fair market value of each Unit on the date of this Eighteenth Restated Master Deed bears to the aggregate fair value of all of the Units existing on that date. In addition, the percentage interest of each Unit in the event of the recording of subsequent phases shall be as set forth in subsequent restatements of the Master Deed. The Common Elements shall be subject to the provisions of the by-laws recorded with the Condominium Trust and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the Common Elements shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the Common Elements or any other Unit, there shall be deemed to be mutual easements in favor all Unit owners collectively as owners of the common Elements and the respective individual

Unit owners involved to the extent of such encroachments so long as the same shall exist.

5. Parking Spaces: With respect to each of the parking clusters shown on the Plans, the Declarant reserves the right to convey exclusive easements for the use of parking spaces within parking clusters to Unit owners (either in Unit deeds from the Declarant or by separate instrument) or to the Condominium Trust. The Condominium Trust shall have the right, in its discretion, to designate that Unit owners shall have the obligation to use particular parking spaces within the parking cluster.

If the Declarant grants to the Trustees of the Condominium Trust easements for the exclusive use of any of said parking spaces, then such parking spaces as to which such easements are so granted may from time to time be assigned to particular Unit owners by the Trustees for such periods (including in perpetuity) and for such monthly or other charges as said Trustees, in their reasonable discretion, may determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such spaces are not so assigned, the same shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Condominium Trust and any rules and regulations adopted by the Trustees.

Such rights and easements if assigned to particular Units shall not in any event be severed from ownership of the Unit to which they are appurtenant.

6. Statement of Purpose: Except as otherwise provided in Paragraph 7 hereof, the Units and the Common Elements therein are intended to be used solely for residential purposes. Until all of the Units have been sold by the Declarant or its successor, the Declarant or such successor may lease Units which have not been sold and may use Units as models for display for purposes of selling or leasing Units.
7. Restrictions on Use: Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions hereof:
- (a) No Unit shall be used for any purpose not specified in Paragraph 6 above.

- (b) Each parking space is intended to be used only by the Unit owner who has an easement for exclusive use of such parking space, the occupants of such Unit, and the guests and invitees of the Unit owner (except as specifically set forth in Paragraph 5 of the Master Deed, as restated heretofore); and each such parking space is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition, and not for trucks, boats, trailers, or other vehicles or items except with the prior written permission of the Trustees.
- (c) No portion of a Unit (other than the entire Unit) may be leased or rented, except as provided for in Paragraph 6 hereof.
- (d) The architectural and structural integrity of the buildings and Units shall be preserved without modification, and, to that end, 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 the buildings, and Unit, or any part thereof. This subparagraph 9(d) shall not restrict the right of Unit owners to decorate the interior of their Units as they may desire.
- (e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the by-laws of the Condominium Trust and the rules and regulations relating to the operation of the Common Elements which may be adopted pursuant thereto.

These restrictions shall be for the benefit of all Unit owners and shall be administered on behalf of the Unit owners by the Trustees of the Condominium Trust. These restrictions shall be enforceable solely by the Trustees, insofar as permitted by applicable law, and shall be perpetual. To that end, these restrictions may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

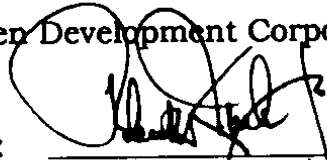
- 8. Sections 8 through 16 of the Master Deed, as restated heretofore, are incorporated herein by reference.

9. In all other respects, the Master Deed, as restated heretofore, is hereby ratified and confirmed, including, without limitation, the rights of the Declarant to make further additions to the Condominium without the consent of any Unit owner and to exercise any other rights under the Master Deed, all as provided in the Master Deed.

Executed, under seal, as of the 13th day of November, 1995.

LINCOLN HOUSE ASSOCIATES
LIMITED PARTNERSHIP

By: Keen Development Corporation

By: 
Robert H. Kuehn, Jr.,
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

November 13, 1995

Then personally appeared before me the above-named Robert H. Kuehn, Jr., President and Treasurer of Keen Development Corporation, the sole general partner of Lincoln House Associates Limited Partnership, and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation.



Marc D. Cumsky, Notary Public
My commission expires: 1/20/00

Exhibit A
Description of Units and Percentage Interests

<u>Unit No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>No. Rooms</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
2A	Farmhouse	A	5	1179	0.851
2B	Farmhouse	B	4	1095	0.827
2C	Farmhouse	C	5	1256	0.863
2D	Farmhouse	D	6	1368	0.935
3A	Farmhouse	A	5	1747	0.887
3B	Farmhouse	B	4	1642	0.863
3C	Farmhouse	C	5	1846	0.899
3D	Farmhouse	D	6	1938	0.971
4L	Carriage House	L	6	1616	0.959
4R	Carriage House	R	6	1674	0.959
5A	Farmhouse	A	5	1766	0.887
5B	Farmhouse	B	4	1643	0.863
5C	Farmhouse	C	5	1841	0.899
5D	Farmhouse	D	6	1915	0.971
6A	Meadow House	A	5	1169	0.863
6B	Meadow House	B	4	1199	0.851
6C	Meadow House	C	5	1811	0.911
6D	Meadow House	D	6	2417	1.007
7L	Carriage House	L	6	2751	0.995
7R	Carriage House	R	6	2593	0.995
8A	Farmhouse	A	5	1740	0.875
8B	Farmhouse	B	4	1095	0.827
8C	Farmhouse	C	5	1256	0.863
8D	Farmhouse	D	6	1368	0.935
9A	Farmhouse	A	5	1738	0.887
9B	Farmhouse	B	4	1642	0.863
9C	Farmhouse	C	5	1834	0.899
9D	Farmhouse	D	6	1915	0.971
10A	Meadow House	A	5	1169	0.863
10B	Meadow House	B	4	1198	0.851
10C	Meadow House	C	5	1816	0.911
10D	Meadow House	D	6	2413	1.007
11A	Meadow House	A	5	1960	0.899
11B	Meadow House	B	4	1829	0.887
11C	Meadow House	C	5	2121	0.923
11D	Meadow House	D	6	2474	1.019
12L	Carriage House	L	6	2488	0.983
12R	Carriage House	R	6	2546	0.983
13L	Carriage House	L	6	2728	0.995
13R	Carriage House	R	6	2570	0.995

14A	Farmhouse	A	5	1740	0.875
14B	Farmhouse	B	4	1095	0.827
14C	Farmhouse	C	5	1849	0.887
14D	Farmhouse	D	6	1920	0.959
15A	Meadow House	A	5	1954	0.899
15B	Meadow House	B	4	1821	0.887
15C	Meadow House	C	5	2112	0.923
15D	Meadow House	D	6	2430	1.019
16A	Meadow House	A	5	1723	0.887
16B	Meadow House	B	4	1771	0.875
16C	Meadow House	C	5	1816	0.911
16D	Meadow House	D	6	2413	1.007
17L	Carriage House	L	6	2632	0.995
17R	Carriage House	R	6	2549	0.995
18L	Carriage House	L	6	2488	0.983
18R	Carriage House	R	6	2546	0.983
19A	Meadow House	A	5	2007	0.899
19B	Meadow House	B	4	1820	0.887
19C	Meadow House	C	5	2135	0.923
19D	Meadow House	D	6	2423	1.019
20L	Carriage House	L	6	2587	0.983
20R	Carriage House	R	6	2550	0.983
21A	Farmhouse	A	5	1759	0.887
21B	Farmhouse	B	4	1655	0.863
21C	Farmhouse	C	5	1863	0.899
21D	Farmhouse	D	6	1939	0.971
22A	Farmhouse II	A	5	1110	0.839
22B	Farmhouse II	B	4	1125	0.815
22C	Farmhouse II	C	5	1120	0.851
22D	Farmhouse II	D	6	1377	0.923
23A	Meadow House	A	5	1975	0.899
23B	Meadow House	B	4	1830	0.887
23C	Meadow House	C	5	2119	0.923
23D	Meadow House	D	6	2475	1.019
24L	Carriage House	L	6	1243	0.947
24R	Carriage House	R	6	1420	0.947
26A	Farmhouse	A	5	1110	0.839
26B	Farmhouse	B	4	1114	0.815
26C	Farmhouse	C	5	1120	0.851
26D	Farmhouse	D	6	1332	0.923
28L	Carriage House	L	6	1243	0.947
28R	Carriage House	R	6	1420	0.947
30L	Carriage House	L	6	1228	0.947
30R	Carriage House	R	6	1284	0.947
32A	Farmhouse	A	5	1110	0.839

32B	Farmhouse	B	4	1114	0.815
32C	Farmhouse	C	5	1120	0.851
32D	Farmhouse	D	6	1332	0.923
34A	Farmhouse	A	5	1110	0.839
34B	Farmhouse	B	4	1114	0.815
34C	Farmhouse	C	5	1120	0.851
34D	Farmhouse	D	6	1332	0.923
36A	Farmhouse	A	5	1110	0.839
36B	Farmhouse	B	4	1114	0.815
36C	Farmhouse	C	5	1206	0.851
36D	Farmhouse	D	6	1332	0.923
38L	Carriage House	L	6	1243	0.947
38R	Carriage House	R	6	1405	0.947
40L	Carriage House	L	6	1243	0.947
40R	Carriage House	R	6	1420	0.947
42A	Farmhouse II	A	5	1110	0.839
42B	Farmhouse II	B	4	1125	0.815
42C	Farmhouse II	C	5	1206	0.851
42D	Farmhouse II	D	6	1377	0.923
44L	Carriage House	L	6	1243	0.947
44R	Carriage House	R	6	1420	0.947
46A	Farmhouse	A	5	1110	0.839
46B	Farmhouse	B	4	1114	0.815
46C	Farmhouse	C	5	1206	0.851
46D	Farmhouse	D	6	1332	0.923

Total of 110 Units =

100.00%

Note: A total development of 120 units is anticipated. The Percentage Interest of individual units will vary during the phases of construction.