



**PINE GROVE VILLAGE CONDOMINIUM**

**MASTER DEED**

Pine Grove Village Cooperative Corporation formerly known as Pine Grove Village Inc. a Massachusetts corporation with a usual place of business in Lexington, Massachusetts, (hereinafter the "Declarant", which term shall include its successors and assigns) being the sole owner of the land with the buildings and improvements thereon situated in Lexington, Middlesex County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording this Master Deed with the Middlesex Southern District Registry of Deeds (the "Registry of Deeds") does hereby submit said land with the buildings erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as from time to time amended (hereinafter referred to as "Chapter 183A") and proposes to create and does hereby create with respect to the Premises, a condominium, subject to the reservations and matters set forth herein, and to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus;

1. Name: The name of the condominium shall be: Pine Grove Village Condominium (the "Condominium").
2. Description of Land: The Condominium consists of that certain parcel of real estate located at 1-16 Judges Road, Lexington, Middlesex County, Massachusetts, which real estate is particularly described in Exhibit A attached hereto and made a part hereof and is also shown on the site plan recorded herewith. Said parcel is subject to and has the benefit of covenants and rights of way of record so far as are now in force and applicable, and the right of the Declarant to grant limited common area easements to unit owners ("Unit Owners" or a "Unit Owner") as more particularly set forth in this Master Deed.
3. Description of Buildings: There is presently on the land hereinbefore described three buildings (hereinafter, the "Buildings") which are comprised of eight (8) residential units in one building, four (4) units in a second building, and four (4) units in a third building for a total of sixteen (16) residential units (the "Units"). Five of the Units will be conveyed to the Lexington Housing Authority and operated as rental units (the "Rental Units"). The Rental Units will be subject to a regulatory agreement between the Town of Lexington and the Lexington Housing Authority recorded herewith (the "Rental Regulatory Agreement"). The remaining eleven units (the "Homeownership Units") will be subject to a regulatory agreement between the Declarant and the Massachusetts Housing Finance Agency ("MassHousing") recorded herewith. The Homeownership Units will subject to an affordable housing restriction, which will be attached to the deed for each Homeownership Unit. The Buildings are each two stories in height above grade. The Buildings are constructed on a wood frame with a wood exterior, poured concrete foundations and asphalt shingled roofs.
4. Floor Plans, Designations of Units and Their Boundaries: The attached floor plans of the Buildings showing the layout, location, unit description and dimension of the Units, stating the name, if any, of the Building and bearing the verified statement of an engineer or

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50-60 Waltham Road  
plus no. 1091 of 2017  
Lexington.

architect certifying that the plans fully and accurately depict the same (hereinafter "Plans") are recorded with and are part of this Master Deed.

The Units of the Buildings, their designations, location, approximate area, number and composition of rooms and the immediate Common Elements, as that term is hereinafter defined to which each Unit has access are as shown on Exhibit B attached hereto.

The boundaries of each of the Units are as follows:

Floors: The upper surface of the concrete slab for the first floor level and the upper surface of the subflooring for the second floor level.

Ceilings: The lower surface of the ceiling joists for the first floor level and the lower surface of the roof rafters for the second floor level, it being the intention that the attics are part of each unit.

Exterior Building Walls: The plane of the interior surface of the wall studs; and

Exterior Doors and Windows: As to doors leading to Common Elements, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the interior unfinished surface of the window frame and the exterior surface of the glass.

All Units shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 5 of this Master Deed and the provisions of the Trust, as hereinafter defined and the rules and regulations promulgated pursuant thereto: 5(a) to use parking space(s) which are more particularly described in Paragraph 5 hereunder; and 5(c) to use storage closets on the exterior of each unit which are more particularly described in paragraph 5 hereunder.

5. Common Elements: The common areas and facilities ("Common Areas and Facilities") and also called herein "Common Elements" are hereby defined to consist of the Premises, including, without limitation the following:
- (a) The land and any facilities on the Premises including walks, pathways, parking and other improved areas not within the Units.
  - (b) All portions of the Buildings not included in any Unit by virtue of Paragraph 4 above including, without limitation, the following to the extent such may exist from time to time:
    - (1) The exterior of the Buildings including landscaping and the outdoor patios and wooden partitions, the foundations, structural members, beams, supports, exterior walls, frames for exterior windows, roof and entrances and exits of the Buildings not including the doors, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;

- (2) Installation of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment within or exclusively servicing a single Unit. There are several hot water heaters located in exterior building closets and furnaces in every other unit. The hot water heaters and furnaces shall be considered part of the common areas of the Condominium. The Condominium Trustees shall be responsible as a common expense for the maintenance, repair and replacement of all hot water heaters and furnaces wherever located; and shall have a right of access to the furnaces, with reasonable notice to the Unit Owner in which the furnace is located and in the case of emergency access may be made without notice.
- (3) All conduits, chutes, ducts, plumbing, wires, and other facilities for the furnishing of power, light, air, heat, hot and cold water and all sewer and drainage pipes, located within the Units and all such facilities located in any Unit that serve parts of the Condominium other than the Unit within such facilities are contained;
- (4) The water mains, water lines and all appurtenances thereto;
- (5) All other portions of the Condominium designated as Common Elements or Common Areas and Facilities on the Plans;
- (6) Such additional Common Areas and Facilities or Common Elements as may be defined in Chapter 183A.

In the event of any discrepancy between the Master Deed and the Plans with respect to depiction of any Common Elements or Unit, the Plans shall govern.

- (c) The Unit Owners shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed in conformance with Chapter 183A, based upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date (or upon other factors which may be considered in determining percentage interests as set forth in Chapter 183A). The Common Areas and Facilities shall be subject to the provisions of The Pine Grove Village Declaration of Trust, recorded herewith ("the Condominium Trust" or "Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the Common Elements of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the Common Elements or any other Unit, as these are shown on the plans, there shall be deemed to be mutual easements in favor of the 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.

## (d) Limited Common Areas and Facilities:

Storage Closets. Each Unit Owner shall have the exclusive right and easement to use the Storage Closet immediately adjoining the exterior of the Unit. No person or entity who is not a Unit Owner or tenant of this Condominium shall own, lease, or use any Storage Closet. Each Unit Owner shall maintain, repair, and (if necessary) replace the interior portions of the Storage Closet at his/her own expense. The maintenance of the exterior portions of the Storage Closet shall be a Common Expense. The owner of a Storage Closet shall bear all risks regarding any items stored in the Storage Closet, including theft and vandalism and damage from moisture or the elements, with respect to such Storage Closet and any property stored therein, and shall carry appropriate insurance (including liability insurance) with respect to the Storage Closet. Each owner, lessee or licensee of rights to use a Storage Closet hereby waives, releases, indemnifies and holds harmless the Declarant, the Condominium Trust, the Board of Trustees, and their respective affiliates, successors, assigns, lessees, sublessees, agents, licensees, contractors, employees, and mortgages (each, an "Indemnified Party" and collectively, "Indemnified Parties") from and against any claim, loss, damage, cost, expense or liability in connection with use of a Storage Closet and in connection with the storage of property in the Storage Closet except, as to any particular Indemnified Party, as directly caused by the gross negligence or willful act of such Indemnified Party.

Parking. The Declarant reserves the right to convey to each Unit Owner, one or more exclusive rights and easements to use a reserved self- parking space as shown on the Plans (hereinafter collectively referred to as the "Parking Spaces"). No person or entity that is not a Unit Owner or tenant of this Condominium shall own, lease, or use any Parking Space.

The Parking Spaces are located on the exterior grounds of the Condominium. All Parking Spaces are designated with a number. The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

- (1) The Parking Spaces shall be used only for parking of registered private automobiles, passenger vehicles with commercial lettering, motorcycles and noncommercial vans for the personal use of Unit Owners entitled to use said Parking Spaces, their tenants, and their respective immediate families. No trucks, boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the Parking Spaces except with the written consent of the Trustees. Only one vehicle is allowed in each Parking Space (except where a motorcycle or bicycle, and automobile will fit wholly within the front boundary of a Parking Space. No motorcycles or bicycles shall be stored on either side, or rear of a parked automobile);

- (2) All vehicles shall be parked within their respective Parking Spaces. A Unit Owner is responsible for ensuring that his/her vehicle fits within his/her designated Parking Space.
- (3) A Unit Owner may permit any tenant, guest, servant, licensee or other party the right to use a Parking Space which said Unit Owner is entitled to use, provided the use of same is accessory to the residential use of a Unit, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to said Condominium Trust. Notwithstanding the foregoing, any Unit Owner may lease or license his/her Parking Space on a no less than monthly basis only, to another Unit Owner or a tenant thereof;
- (4) Any Unit Owner who permits any tenant, guest, servant, licensee or other party to use a Parking Space to which said Unit Owner is entitled to use shall be responsible for the compliance by such tenant, guest, servant, licensee or other party with the terms and conditions of this Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium, to the extent the same may be applicable;
- (5) In instances where vehicles using the Parking Spaces and other facilities of the Condominium do not comply with the foregoing provisions, the Trustees are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles. Such expenses, if incurred by a Unit Owner or a tenant thereof, shall be deemed to be Common Expenses for all purposes under this Master Deed and the Declaration of Trust;
- (6) The easement to use a Parking Space shall be conveyed by an instrument duly recorded in the Registry of Deeds. Parking Spaces may only be conveyed to another Unit Owner in this Condominium;
- (7) Any rights to a Parking Space granted to a Unit Owner shall be determinable by such Unit Owner upon the subsequent simultaneous mutually agreed upon exchange of the rights to that Parking Space for rights to another Parking Space in this Condominium owned by the Declarant or another Unit Owner. In that event, the original easement and all liens that are attached to the original Parking Space rights shall terminate. It is hereby intended that the easement originally conveyed will only be determinable when it is simultaneously exchanged for rights to another Parking Space in the Condominium. Any mortgage(s) encumbering the rights to the original Parking Space shall attach to the new Parking Space.

6. Statement of Purposes and Restrictions on Use: All units are intended to be used solely for residential purposes, provided that a Unit Owner may use one room in each Unit as a home office accessory to a residential use, so long as no one shall be employed in said office except residents of the Unit. No use of any Unit or portion of any Unit may be used for day care purposes and such use is prohibited. There shall be no signs in connection with such office, there shall be no customers or clients at the Unit, the volume of mail to the Unit, and the noise level from the Units in connection with the use of the Unit as permitted hereunder, shall not become an annoyance or nuisance to, or interfere with the rights, comforts or conveniences of the Unit Owner or occupants, to be determined by the Trustees in their sole discretion. All window treatments facing the exterior of the building shall have white or off-white backing.
7. Restrictions on Use:
- (a) No portion of a Unit (other than the entire Unit) may be leased or rented, and any lease or rental agreement shall be in accordance with Section 7 (d) (iv) below and shall be for a period of not less than twelve months.
  - (b) The architectural and structural integrity of the Building and the Units, in any development phase, shall be preserved without modification, and to that end, no awning, screen, antenna, satellite dish sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building, any Unit, or any part thereof. This subparagraph (b) shall not restrict the right of Unit Owners or their tenants to decorate the interior of their Units.
  - (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with applicable law, the Condominium Trust, the Rules and Regulations which may be adopted pursuant thereto, or this Master Deed.
  - (d) Unless otherwise permitted in a writing executed by all of the Condominium Trustees pursuant to the provisions hereof:
    - (i) No Unit shall be used for any purpose not specified in this Section;
    - (ii) No Unit shall be used or maintained in a manner contrary to or inconsistent with applicable law, this Master Deed, the Condominium Trust, or the Rules and Regulations in effect from time to time pursuant thereto;
    - (iii) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees, specifying the work to be performed in reasonable detail. No such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium, without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for

insurance, which in the Trustees' sole judgment are necessary. All additions, alterations and improvements to any Unit (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium) shall be performed in a manner so as not to unduly inconvenience or disturb the occupants of the Condominium and shall comply with all applicable governmental and local regulations, including the construction guidelines of the Condominium, as shall be in force from time to time, and further provided that the Unit Owner performing the work shall be responsible for any repairs to the Common Areas and Facilities for damage caused by such work;

- (iv) Units may be leased, except that no lease may be entered into or shall be valid (1) if the Unit Owner is in default or in violation of any obligations to the Condominium; (2) if the lease is not in writing or is for a term of less than twelve months; (3) if the proposed occupancy would in the judgment of the Trustees, for any reason, be in violation of law or of the Master Deed, the Condominium Trust or the Rules and Regulations of the Condominium; or (4) if such lease would be in violation of any regulatory agreement or affordable housing deed rider affecting the unit. All leases for Units within the Condominium shall be approved in writing by the Trustees, such approval not to be unreasonably withheld and shall include the following language:

“This lease is made in all respects subject to the Lessor’s obligations created by the law and by the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of this Condominium and other applicable documents (“Condominium Documents”) adopted or to be adopted by the Condominium or the Trustees. Tenant acknowledges receipt of a copy of the currently existing Condominium Documents, which shall be returned to the Unit Owner upon expiration or earlier termination of the lease. The parties hereto covenant and agree, as follows: The tenant’s right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Documents, and tenant agrees to comply with all of the foregoing and to reimburse the Unit Owner for any assessment made against the Unit Owner by the Trustees as a result of a violation of the Condominium Documents by tenant. Failure to comply with these provisions shall constitute a material breach of this lease agreement.

The provisions of this Section shall not apply to the Rental Units.

- (v) There is one Master Key for all of the Units for the purpose of allowing access to the Units by the Condominium Trustees as provided for in Chapter 183A. No Unit Owner may change any lock providing access to a Unit without first having the lock keyed to the Master Key.

- (vi) Restrictions on use of Attic. No personal property may be stored directly on top of the insulation on the attic floor. The attic door shall be secured at all times. The attic may not be used as living quarters.

Unit Owners shall be responsible for any violations of the Condominium Documents by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that the nuisance be cured and if not promptly cured, the landlord must evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the landlord Unit Owner, if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorneys' fees. Each Unit Owner hereby appoints the Trustees and each of them as such Unit Owner's attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable. A copy of the lease shall be filed by the Unit Owner with the Trustees and the management company prior to any occupancy by a tenant.

The aforesaid in subparagraph (d) shall not apply to the Declarant for as long as the Declarant owns a Unit in the Condominium.

- 8. Amendments: This Master Deed may be amended by a Vote of Unit Owners entitled to 67% or more of the undivided interest in the Common Areas and Facilities, unless a larger percentage is required by law, or by specific provisions in this Master Deed to the contrary, and certified and acknowledged by a majority of the, with such Trustees' certification being duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, THAT:
  - (a) No instrument of amendment or restatement which alters the dimensions of any Unit or a Unit Owner's right to the use and enjoyment thereof or of such Unit Owner's rights to any Parking Space and/or Storage Area conveyed to such Unit Owner by easement shall be of any force or effect unless the same has been signed by the owners and mortgagees of the Unit so altered;
  - (b) No instrument of amendment which alters the percentage of undivided interest in the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and their first mortgagees, and said instrument is recorded with the Registry of Deeds as an amendment of Master Deed;
  - (c) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
  - (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A or any other law shall be of any force or effect;



- (e) No amendment of the Master Deed or of the Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed or Trust;

No amendment shall be effective which affects terms and conditions set forth in any regulatory agreement or affordable deed rider without the consent of the party benefitted by such regulatory agreement or affordable deed rider.

9. Provisions for Protection of Mortgagees: Notwithstanding anything in the Master Deed, the Condominium Trust, the Rules and Regulations promulgated pursuant thereto, or any other Condominium document to the contrary, the following provisions of this Section 9 shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record which encumber the Units and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:

- (a) Any right of first refusal for the benefit of the Trustees of the Condominium Trust or a Unit Owner shall not impair the rights of a First Mortgagee to:
- (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of a default by a Unit Owner; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee, nor shall it affect any subsequent sales or leases.
- (b) Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal incorporated in this Master Deed, the Condominium Trust or any other Condominium document.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except as permitted by General Laws, Chapter 183A.
- (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, and subject to such further conditions, limitations and/or restrictions as are set forth herein, including without limitation, those described in Section 8, unless sixty-seven (67%) percent of the First Mortgagees (based upon one vote for each first mortgage owned) and owners (other than the Declarant, developer, or builder of the individual Condominium Units) have given their prior written approval, the Condominium Trust and the Unit Owners shall not be entitled to:
- (i) By any act or omission seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or

other casualty or in the case of taking by condemnation or eminent domain:  
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 each Unit in the Common Areas and Facilities.
- (iii) Partition or subdivide any Unit; or
- (iv) By any 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 utilities 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 the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Areas and Facilities.
- (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 any other part of the Condominium.
- (f) In no event shall any provision of this Master Deed, the Condominium Trust or any other Condominium document 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 a taking to such Unit and/or the Common Areas and Facilities. The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

- (g) A First Mortgagee, which term shall include any holder, insurer or guarantor of any first mortgage, upon written request made to the Condominium Trust shall be entitled to:
- (i) Written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust or any other Condominium Document which is not cured within sixty (60) days;
  - (ii) Inspect the books and records of the Condominium Trust at all reasonable times;
  - (iii) Receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of the fiscal year of the Condominium;
  - (iv) Receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of mortgage holders under the Master Deed, Condominium Trust or any other Condominium document;
  - (v) Receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit of the Common Areas and Facilities;
  - (vi) Receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Trustees;
  - (vii) Have made available for inspection during normal business hours current copies of the Master Deed, Declaration of Trust, Rules and Regulations and other documents concerning the Condominium and the books, records, and financial statements of the Condominium.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days notice.

The Declarant intends that the provisions of this Paragraph 9 shall comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) with respect to condominium mortgage loans and except as provided in Paragraph 14 all questions with respect thereto shall be resolved consistent with that intention. In the event that FHLMC or FNMA promulgate new provisions regarding loans on condominium units such changes shall be automatically incorporated by reference with this Master Deed unless there is recorded with the Registry of Deeds a Vote of Majority Interest of

Unit Owners and Trustees who specifically reject such FHLMC/FNMA requirements.

The provisions of this Paragraph 9 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

- (i) Except for amendments to the Master Deed, Declaration of Trust and Rules and Regulations for termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, but subject to such further conditions, limitations and/or restrictions as are set forth herein, including without limitation, those described in Section 8:
  - (i) The consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of First Mortgagees on Units which have at least sixty-seven (67%) percent of the votes of Units subject to first mortgages, shall be required to terminate the legal status of the Condominium: and
  - (ii) The consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in Condominium Trust are allocated and the approval of First Mortgagees on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages, shall be required to add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:
    - (a) Voting;
    - (b) Assessments, assessment liens or subordination of such liens;
    - (c) Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);
    - (d) Insurance or Fidelity Bonding;
    - (e) Rights to use Common Elements;
    - (f) Responsibility for maintenance and repair of the several portions of the Condominium;
    - (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the boundaries of any Unit;
    - (h) Boundaries of any Unit;
    - (i) The interests in the Common Elements;

- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (m) Any provisions which are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on Units.

Any First Mortgagee that does not deliver or mail (by first class mail, postage prepaid) to the Trustees a negative response within sixty (60) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all such parties and may be relied upon pursuant to the provisions of Section 6.4 of the Condominium Trust.

- (j) All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, and the Rules and Regulations, and other documents of the Condominium, and no Unit shall be leased or rented for a period of less than twelve (12) months. The Trustees shall have the right to restrict the number of Units which may be leased or rented at any given time and may prescribe the form and content of each lease to ensure that all tenancies conform with the terms of this Master Deed, Declaration of Trust, the Rules and Regulations and other Condominium documents, and the Trustees shall have the right to enforce these obligations against the Unit Owners and tenants directly. Notwithstanding the foregoing, the Rental Units may always be operated as rental units in accordance with the Rental Regulatory Agreement.
- (k) To the extent permitted by applicable law, First Mortgagees shall also be afforded the following rights:
  - (i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by First Mortgagees on Units having at least fifty-one (51%) percent of the votes of Units subject to first mortgages.
  - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property shall require the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

- (iii) When professional management has been previously required by any First Mortgagee or insurer or guarantor, whether such entity became a mortgage holder or mortgage insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of Unit Owners to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

10. The Condominium Trust, through which the Unit Owners will manage and regulate the Condominium established hereby is Pine Grove Village Condominium Trust under Declaration of Trust recorded herewith in accordance with Chapter 183A, the Declarant of the Trust enacts By Laws, Rules and Regulations and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

Pine Grove Village Cooperative Corporation

The address of the Condominium Trust is 1-16 Judges Road, Lexington, Ma.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Areas Located Inside of Units: Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities located in such Unit and serving other Units, Common Areas and Facilities or other portions of the Condominium. The Trustees shall have the right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building.
12. Units Subject to Master Deed, Unit Deed, Condominium Trust and Rules and Regulations: All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, Condominium Trust, Rules and Regulations, as they may be adopted or amended from time to time, and all other Condominium documents. The acceptance of a deed of a Unit shall constitute an agreement by the person or entity becoming the Unit Owner of such Unit, that the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the Rules and Regulations, and all other Condominium documents as they may be adopted or amended from time to time, are accepted and ratified by such owner, and that all such provisions shall be deemed and taken to be covenants running with the land, 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 and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

13. Special Amendment: Notwithstanding anything herein contained to the contrary, so long as the Declarant or an entity affiliated with the Declarant, owns at least one Unit in the Condominium, the Declarant reserves the right and power to file and record one or more special amendments ("Special Amendments") to this Master Deed, at any time and from time to time, which amends or restates this Master Deed (i) to comply with requirements of the FNMA, FHLMC, MassHousing, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) create any easements or limited Common Areas and Facilities as reserved by the Declarant hereunder; (iv) to bring this Master Deed into compliance with Chapter 183A or to meet the requirements of applicable laws and governmental regulations; or (v) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto, provided that no such Special Amendment shall materially adversely affect rights and interests of the Unit Owners or First Mortgagees. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall be automatically assigned to the Trustees at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Unit.
14. Chapter 183A Governs: The Units and Common Areas and Facilities, the Unit Owners and Trustees, shall be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded as well as any amendments to the same which became applicable to the Condominium, and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein; shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium Premises or any portion thereof from the provisions of Chapter 183A.
15. Definitions: All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Executed as a sealed instrument this 21 day of ~~October~~ <sup>November</sup>, 2017.

Pine Grove Village Cooperative Corporation

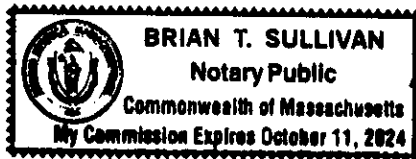
[Signature]  
By: Lei Gao, President

[Signature]  
By: Carol Daniels, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 21 day of ~~October~~ <sup>November</sup>, 2017, before me, the undersigned notary public, Lei Gao personally appeared, proved to me through satisfactory evidence of identification, which were MAUC, 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 as President of Pine Grove Village Cooperative Corporation.



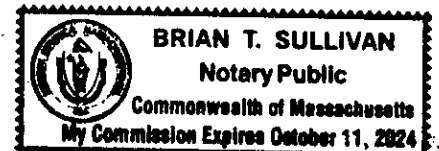
[Signature]  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 21 day of ~~October~~ <sup>November</sup>, 2017, before me, the undersigned notary public, Carol Daniels personally appeared, proved to me through satisfactory evidence of identification, which were US PASSPORT, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Treasurer of Pine Grove Village Cooperative Corporation.

[Signature]  
Notary Public  
My Commission Expires





**Exhibit A**

A certain parcel of land and the improvements thereon situate in Lexington, Middlesex County, Massachusetts, on the southeasterly side of Worthen Road, bounded and described as follows:

Beginning at a point in the southeasterly sideline of Worthen Road at the land of the Lexington Home for Aged People, which point marks the northwesterly corner of said parcel; and

Thence running by Worthen Road

- (1) North 62-40-48 East three hundred forty-five (341.00)

Thence running by the land last named

- (2) South 27-19-12 East two hundred twenty-two and 49/100 (222.49) feet,
- (3) South 62-40-42 West one hundred twenty-five and 72/100 (125.72) feet.
- (4) South 09-29-43 West eighty-two and 50/100 (82.50) feet.
- (5) South 80-30-17 East twenty (20) feet.
- (6) South 09-29-43 West eighty (80) feet.
- (7) North 80-30-17 West sixty-six and 02/100 (66.02) feet, and
- (8) South 62-40-48 West eighty-six and 20/100 (86.20) feet to a corner; and

Thence running by the land last named and by said land of the Lexington home for Aged People

- (9) North 27-07-10 West three hundred twenty-five (325.00) feet to the point of beginning.

Said Parcel is shown on a "Plan of Land in Lexington, Mass.," dated July 1, 1975 by Albert A. Miller & Wilbur Hylander, Civil Engineers & Surveyors and recorded with Middlesex South District Registry of Deeds in Book 12864 on Page 152, and contains, according to said plan 97.884 square feet, be said contents measurement more or less. Said Parcel is also shown as Lot A-1 on the Site Plan entitled "Condominium Site Plan for the Pine Grove Village Condominium located at 1 Judges Road Lexington, Ma by Boston Survey, Inc. dated October 24,2017 recorded herewith

*Title reference 14355-465*

**Exhibit B**  
**Descriptive Schedule of Units**

Unit Number	Number and Type of Rooms	Square Footage
1	L; 2B; K; LR; A; 3BR	1,319
2	L; 2B; K; LR; A; 3BR	1,319
3	L; 2B; K; LR; A; 3BR	1,319
4	L; 2B; K; LR; A; 3BR	1,319
5	L; 2B; K; LR; A; 3BR	1,319
6	L; 2B; K; LR; A; 3BR	1,319
7	L; 1B; K; LR; A; 2BR; D	1,034
8	L; 2B; K; LR; A; 3BR	1,319
9	L; 2B; K; LR; A; 4BR; D	1,521
10	L; 1B; K; LR; A; 2BR; D	1,034
11	L; 2B; K; LR; A; 3BR	1,319
12	L; 2B; K; LR; A; 4BR; D	1,521
13	L; 2B; K; LR; A; 4BR; D	1,521
14	L; 1B; K; LR; A; 2BR; D	1,034
15	L; 2B; K; LR; A; 2BR; D	1,034
16	L; 2B; K; LR; A; 4BR; D	1,521

L = Living Room
B = Bath
K = Kitchen
LR = Laundry Room
A = Attic
BR = Bedroom
D = Dining Room

**All Units have immediate common access to the grounds of the Condominium**

**Exhibit C**  
**Percentage Condominium Interest**

<u>Unit</u>	<u>Beneficial Interest</u>
1	6.35%
2	6.35%
3	6.35%
4	6.35%
5	6.35%
6	6.35%
7	4.98%
8	6.35%
9	7.32%
10	4.98%
11	6.35%
12	7.32%
13	7.32%
14	4.98%
15	4.98%
16	7.32%