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RIVERBEND CONDOMINIUM ✓

MASTER DEED

✓ RIVERBEND REALTY, LLC, a Massachusetts Limited Liability Company with a principal office located at 33 Pond View Lane, Concord, Middlesex County, Massachusetts (hereinafter referred to as the "Declarant") being the sole owner, under a deed dated October 15, 2001 and recorded with Middlesex South District Deeds in Book 33832, Page 343, of that certain realty known and numbered as Lot 2, Forest Ridge Road, Concord, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and does hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a Condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. **Name of the Condominium.** The name of the condominium created shall be the RIVERBEND CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

2. **Organization of Unit Owners.** The Association through which the Unit Owners will manage and regulate the Condominium is RIVERBEND CONDOMINIUM ASSOCIATION, INC., ✓ established by Articles of Organization of even date and with By-Laws recorded herewith (hereinafter sometimes referred to as the "Association" and the "By-Laws", respectively). Said Articles of Organization and By-Laws establish a membership organization of which all Unit Owners shall be members and in which such Owners shall have an interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder. The original entity appointed by the Declarant to serve as the Board of Directors (the "Board") is the Riverbend Management Corporation.

3. **Description of the Land.** The Land portion of the Property comprising the Condominium is that certain Lot of land situated in Concord, Middlesex County, Massachusetts, being known and numbered as Lot 2, Forest Ridge Road, and described as delineated on Exhibit "A" hereto.

The Land is further subject to and has the benefit of such rights, easements, restrictions and encumbrances as are of record and in force, as specifically delineated on Exhibit "A" hereto, and the rights and easements established herein.

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SEE PLAN IN RECORD BOOK PAGE

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Among the rights, easements, restrictions and encumbrances to which the Land is subject or has the benefit of, there are the following:

A. Access to the Land is by Forest Ridge Road, a private way which is owned by the Forest Ridge Association. The Forest Ridge Association is a not-for-profit association of all of the record owners holding fee simple title to a lot in Forest Ridge as shown on the plan of record of the subdivision as amended.

B. The Land has an 8.32 percent interest in the Forest Ridge Association. Therefore, the Riverbend Condominium obligations include payment of 8.32 percent of the cost to maintain Forest Ridge Road including landscape maintenance and snowplowing.

4. **Description of the Building(s)**. The Condominium consists of two (2) Residential Buildings and one (1) Trash & Recycling/Garage Building. The "Main Building" contains eighteen (18) residential Units and the "Gatehouse" contains one (1) residential Unit. There are fourteen (14) enclosed parking spaces in the Main Building, two (2) enclosed parking spaces in the Gatehouse and two (2) enclosed parking spaces in the Trash & Recycling/Garage Building, all as shown on the Floor Plans.

The Main Building, consisting of three (3) stories, is constructed with concrete floors and steel frame. The Gatehouse, consisting of two (2) stories, and the one (1) story Trash & Recycling/Garage Building are both constructed with concrete foundations and a wooden frame. The location of the Buildings are as shown on the Site Plan.

The basement of the Main Building is common area including: multi-purpose mechanical rooms, stairs, an elevator lobby, exclusive use parking spaces and exclusive use storage areas. Each of the three (3) residential floors of the Main Building contain common areas including: halls, stairs, an elevator lobby and exclusive use porches. The attic and roof of the Main Building are common areas including: stairs and multi-purpose mechanical areas.

The Gatehouse includes a basement, two-car garage, porch and attic all of which are part of the Gatehouse Unit and are not common areas. The Trash & Recycle/Garage Building has no basement. The first floor of the Trash & Recycle/Garage Building is common area including: a multi-purpose storage/mechanical room to be used principally for trash and recycling of domestic solid waste from the nineteen (19) residential Units in the Condominium and exclusive use parking spaces as designated G-1 and G-2. The Trash & Recycle/Garage Building attic is common area.

Unit owners with an exclusive use parking space shall park at least one of their automobiles in said exclusive use parking space. In the Main Building assigned exclusive use parking spaces bear the same number as the owner's residential Unit with the prefix "P" and in the Trash & Recycle/Garage Building the exclusive use parking space designated G-1 is hereby assigned to Unit #100 and the exclusive use parking space designated G-2 is hereby assigned to Unit #201. In the Main Building exclusive use parking spaces shall not be used for any storage. Unit owners with an exclusive use parking space who do not own a car parked on the Property may lease their exclusive use parking space to another Unit owner but cannot lease said space to non-residents of the Condominium. Unit owners who do not own an exclusive use parking space or garage and Unit owners with more than one car may use the 23 outdoor parking spaces. All passenger vehicles on the Property shall be registered and operational.

In the Main Building assigned exclusive use storage areas bear the same number as the owner's residential Unit with the prefix "S". All storage by any Unit owner shall be entirely within said owner's Unit and its designated exclusive use storage area except for Unit #100 and Unit #201 which Unit owners may have storage in their respective exclusive use parking space designated G-1 or G-2. No Unit owner shall have any outside storage and no Unit owner shall have any storage in any common area including but not limited to the Main Building's garage area, attic, roof or any exclusive use porch area or any portion of the Trash & Recycle/Garage Building's multi-purpose storage/mechanical room and attic.

The residential Units in the Main Building and Gatehouse each contain a gas heating system which supplies heat and hot water for each Unit. The gas heating system and individual controls are located in each Unit and are not part of the common area. The air conditioning condensers for each of the residential Units in the Main Building are located on the roof and the air conditioning condenser for the Gatehouse is located at grade as shown on the Site Plan. There are separate electric meters and separate gas meters for each Unit and for the common areas.

5. **Descriptions of the Units and Their Boundaries.** The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. **Description of the Units.** The designation of each Unit, together with a statement of its location, approximate area, number of rooms, number of bedrooms and immediate common area to which it has access and any other data necessary for its proper identification is as set forth in Exhibit B attached hereto and as shown on the Floor Plans. The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

B.(1.) **Boundaries of the Units in the Main Building.** The boundaries of the Units in the Main Building with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- (a) **Floors:** The plane of the upper surface of the concrete slab;
- (b) **Ceilings:** The plane of the lower surface of the structural joists or beams;
- (c) **Interior Building Walls:** The plane of the surface facing the Unit of the wall studs of walls between Units and of walls between a Unit and any common areas and facilities;
- (d) **Exterior Building Walls:** The plane of the interior surface of the studs;
- (e) **Exterior Doors and Windows:** As to doors leading to any common areas and facilities, the interior surface of the doors and the interior surface of the door frame; as to doors containing glass, the interior surface of the doors and the interior surface of the door frame and the exterior surface of the glass; as to windows, the exterior surface of the glass and of the sash and the interior surface of the window frame.

B.(2.) **Boundaries of the Unit in the Gatehouse.** The boundaries of the Unit in the Gatehouse with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- (a) **Floors:** The plane of the upper surface of the basement slab;
- (b) **Ceilings:** The plane of the lower surface of the structural roof rafters;
- (c) **Exterior Building Walls:** The plane of the interior surface of the studs or in the absence of interior wall studs the interior surface of exterior bricks;
- (d) **Exterior Doors and Windows and Skylight:** As to doors leading to any common areas and facilities, the interior surface of the doors and the interior surface of the door frame; as to doors containing glass, the interior surface of the doors and the interior surface of the door frame and the exterior surface of the glass; as to windows and the skylight, the exterior surface of the glass and of the sash and the interior surface of the window or skylight frame; and

(e) **Porch:** The upper surface of the porch floor joists, the plane of the lower surface of the structural roof rafters the interior surface of the porch railing and the interior surface of wall studs and exterior surface of porch screens, if any;

provided, however, that no structural component of the Building nor any pipe, wire, conduit, duct, flue, shaft, utility line or like item situated within a Unit, but forming a part of any system serving the common areas and/or two or more Units, shall be considered to be a part of any Unit. Pipes, wires, and or other conduits for utilities, including exhaust fans and ducts, and heating, ventilating and air conditioning equipment, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit.

6. **Limited Common Areas and Facilities.** The Units have as an appurtenance thereto:

A. **Porches.** All Units in the Main Building have direct access to an exclusive use porch. All exclusive use porches in the Main Building are a portion of the common areas and facilities. The owner of any Unit that has direct access to an exclusive use porch shall have, as an appurtenance to his or her Unit, an easement for the exclusive right to use the porch. Unit owners whose Units have direct access to an exclusive use porch may place customary household items as reasonably determined by the Board such as furniture and plants on such porch, provided that no porch shall be overloaded and that all such furniture and plants shall be entirely contained within the porch. No porches shall be enclosed with glass or other walls and no porch shall be used as storage areas.

Unit Owners, including the Owner of the Gatehouse, shall be allowed to erect and thereafter shall maintain screening on any porch to which such Unit Owner has direct and exclusive access provided, however, that (1) only such screening that has been previously approved by the Board may be used and (2) on east side of the Main Building such screening shall be allowed if, and only if, all six (6) Units on that side of the Main Building install such screening. Unit Owners whose Units have direct access to a porch shall maintain the porch, including the lighting and screening if any thereon in a neat and orderly condition. The responsibility to maintain, repair and replace the railings and structure of the porch shall be that of the Association.

B. **Parking.** There are fourteen (14) enclosed parking spaces in the Main Building, two (2) enclosed parking spaces in the Gatehouse and two (2) enclosed parking spaces in the Trash & Recycling/Garage Building. In the Main Building assigned exclusive use parking spaces bear



the same number as the owner's residential Unit with the prefix "P" and in the Trash & Recycle/Garage Building the exclusive use parking space designated G-1 is assigned to Unit #100 and the exclusive use parking space designated G-2 is assigned to Unit #201. The owner of any Unit that has an exclusive use parking space shall have, as an appurtenance to his or her Unit, an easement for the exclusive right to use the parking space. In the Gatehouse, the enclosed parking spaces are part of the Unit.

C. **Storage Units.** All Units in the Main Building have assigned an exclusive use storage area. The owner of any Unit that has an exclusive use storage area shall have, as an appurtenance to his or her Unit, an easement for the exclusive right to use the storage area. All storage by any Unit Owner, including storage by the owner of the Gatehouse, shall be entirely within said owner's Unit and/or its designated exclusive use storage area, except for Unit #100 and Unit #201 which Unit owners may also have storage in their respective Unit and exclusive use parking spaces designated G-1 and G-2, provided such storage does not prohibit parking in said exclusive use parking spaces as required herein.

Unit Owners who have an easement for the exclusive right to use a storage area shall have the obligation to maintain and repair such storage area and its related doors, locks and lighting at his or her own expense and shall bear all risks with respect to any property stored in such storage area. Storage areas shall be used solely for storage of normal and customary household items. No hazardous, flammable and/or explosive substances and no food shall be stored in storage areas. Appliances such as refrigerators, freezers and the like shall not be installed in said storage areas.

7. **Combining and Division of Units.** The Owners of Units in the Main Building shall have the right to combine Units or divide previously combined Units so long as such does not impair the structural integrity of the Condominium and so long as there is no increase in the total number of bedrooms contained in the Units subsequent to such combination or division. Prior to construction such Unit Owner shall notify the Board of his or her intent to combine or divide and shall submit detailed plans and specifications to the Board for their review and approval. The Board shall have the right to impose such reasonable restrictions and conditions on the construction as they shall determine in their discretion to be necessary or appropriate: to minimize disturbance to occupants of other Units; to protect common areas and facilities, utility lines or like items serving other Units; to assure that the construction will be completed in a good and workmanlike manner, within a reasonable time and in a safe manner;

and to require, in appropriate cases, liability and other types of insurance and appropriate labor, material and/or performance bonds or other security.

No work shall commence until written approval of the Board has been issued. All work done shall be at such Unit Owner's sole cost and expense and shall be done in a good workmanlike manner after obtaining all necessary governmental licenses, approvals and permits.

Upon completion, any partition walls (i.e. a wall separating the two (2) Units) shall be part of the common areas and facilities of the Condominium in the same manner and to the same extent as other walls within the Condominium, as provided in this Master Deed, and the interior space on either side of the partition wall shall thereafter constitute two separate Units which shall utilize a single number. In such event, the percentage interest of Units in the common areas and facilities of the Condominium by such Owner shall be adjusted to combine the original interest of such Units, as shall be set forth in an amendment to this Master Deed.

In the case of combined Units, an amendment to the Master Deed shall be executed to describe said combined Units and be recorded in the Middlesex South Registry of Deeds with floor plans certified as provided in Section 8(f) of the Condominium Law. Such amendment may be made by the Owner(s) of such Unit without the need for further consent or approval of any other Unit Owner or the Board, and the Declarant and each Unit Owner by its acceptance of a Unit Deed hereby expressly and irrevocably authorize and constitute as their respective attorney-in-fact the Owner(s) of Units to make any and all such amendments and, to the extent such execution may be required by applicable law, to execute any such amendment on their behalf. No such amendment shall be made by such Owner(s) until a certificate of occupancy has been issued and the construction shall be sufficiently complete for the certification of plans provided for in Section 8(f) of the Condominium Law.

Following any such combining or subdivision, the owner or owners of Units shall have the right to recombine or re-subdivide such Units on the same terms as provided in this Article. Notwithstanding the foregoing, two (2) joined Units may be divided but a single Unit may not be divided.

8. **Description of the Common Areas and Facilities.** The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined, and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and common walls within the Main Building and the Trash & Recycling/Garage Building.
- C. Installations for central and/or common services such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- D. All conduits, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Building contributing to the structure or support hereof or for common usage, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained;
- E. All common equipment wherever located in, on, or around the Building(s) and Land;
- F. The entrance doors to the Building(s), lobby vestibules, halls, corridors, elevators and stairways serving more than one Unit, and all facilities therein;
- G. The yards, lawns, gardens, walkways, passageways, parking areas and the improvements thereon and thereof, including the septic system, holding tank, fences, walls, railings, and steps;
- H. The Limited Common Areas and Facilities located outside the Units' boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided;
- I. All other furnishings, apparatus and installations existing in the Buildings for common use, or necessary or convenient to the existence, maintenance or safety of the Buildings; and
- J. All other items delineated as such in Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions hereof and of the By-Laws, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.



9. **Undivided Interest.** The Unit Owner of each Unit shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Attachment B, which percentages are set in accordance with Section 5(a) of Chapter 183A.

10. **Floor Plans.** Simultaneously with the recording hereof there has been recorded a set of floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units therein, stating the name of the Buildings or that they have no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units therein as built (the "Floor Plans"). Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally recorded herewith is a site plan showing the approximate location of the Buildings and certain of the Common Elements (the "Site Plan").

11. **Common Easements and Right of Access.** 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, utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his/her Unit and to use the common roads, walkways, halls, and similar items for access to his/her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in such Unit and serving other Units. The Board, and any of them, any manager or managing agent, and any other person authorized by the Board or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Buildings, or for any other purpose permitted by this Master Deed or the By-Laws. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

12. **Encroachments.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Board, or (b) settling of all or any portion of the Building(s), or (c) repair or restoration of the Building(s) or any Unit after damage by fire or other

casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand.

13. **Intended Use.** The Buildings, the Units and other Common Areas and Facilities are intended to be used solely for residential purposes permitted by right under the Town of Concord Zoning By-Law, as it may be amended from time to time. The Common Elements being used incidental and accessory thereto. The Buildings, the Units and other Common Areas and Facilities may, with the written consent of the Board, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the By-Laws contained.

14. **Restrictions on Use.** The use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the By-Laws, be restricted as follows:

A. No Unit shall be used for any purpose other than as a single residential housing Unit and associated accessory uses as are permissible from time to time under the Town of Concord Zoning By-Law and the maximum number of individuals who may occupy any Unit shall not exceed one (1) more than the number of bedrooms in the Unit, it being covenanted and agreed that the maximum number of individuals who can occupy a one (1) bedroom Unit is two (2), the maximum number of individuals who can occupy a two (2) bedroom Unit is three (3) and the maximum number of individuals who can occupy a three (3) bedroom Unit is four (4) and, in the case of the Gatehouse and/or combined Units, the maximum number shall not exceed one (1) more than the number of bedrooms. Notwithstanding the foregoing, to the extent permitted by the Town of Concord Zoning By-Law, a person residing in any Unit, may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit, no such office shall be advertised or held out or used as a place for service to clients, patients or customers and there is no extra ordinary package delivery.

B. No Unit may be leased, rented or let unless upon a written agreement therefore and for a term of no less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Board prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the By-Laws and the Rules and Regulations promulgated pursuant thereto and a certification by the occupants that they have received a copy thereof and that they agree to be bound thereby; (3) there is full compliance with the restriction on occupancy provided for in subsection A. above; (4) it shall be deemed during

the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Board as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the By-Laws and/or the Rules and Regulations promulgated pursuant thereto provided that the Board first give the Unit Owner notice of said violation and reasonable period to affect a cure; (5) the letting is for the entire Unit; (6) no subletting is permitted; and (7) in no event shall it be deemed that a landlord/tenant relationship exists between the Association and the occupant.

C. The architectural integrity of the Buildings and the Units shall be preserved 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, applied to, or placed upon or attached to or hung from any Unit, or any part thereof, on the Buildings or upon any other Common Element, including the exclusive use porches; no addition to or change or replacement of any exterior light fixture or 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, including the display of "For Sale", "For Rent" or other signage, without, in each instance, the express consent thereto in writing by the Board. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit as the Unit Owner should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Board, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Board may determine to ameliorate such detraction and further provided that all window treatments such as drapes, blinds, shades, etc., shall have a white exterior facing surface or similar neutral color. Such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not change the number of bedrooms, except in the case of the Gatehouse which may have a maximum of four (4) bedrooms, and shall not adversely affect the structural integrity of the Buildings nor overload the Buildings' systems and provided further, that (1) reasonable advance notice thereof is given to the Board; (2) all reasonable and necessary documents in amendment of the Master Deed and all plans to be filed therewith are provided in advance to the satisfaction of the Board, such amendment requiring no consents other than the Board'; (3) all necessary and proper permits

and/or approvals are obtained from appropriate governmental authorities; and (4) all conditions as may be reasonably imposed by the Board are satisfied.

D. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the By-Laws thereof, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which might (i) result in termination of any of such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by said By-Laws, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall obtain the approval of the Board and shall pay the increased cost. If the rate of premium payable with respect to the policies of insurance taken out by the Board in accordance with the By-Laws thereof, or with respect to any policy of insurance carried independently by any Unit Owner in the Building as permitted by the By-Laws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit in the Building, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the policies of insurance taken out by the Board, or as a result of the failure of any such Unit Owner to comply with any of the other terms and provisions of this Master Deed and the Trust and By-Laws thereof, the Owner of such Unit shall reimburse the Board or such other Unit Owners, respectively, for the resulting additional premiums which shall be payable by the Board or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Board may, without prejudice to any other remedy of the Board, be enforced by assessing the same to such Unit under the By-Laws of the Trust.

E. One (1) traditional household pet may be kept in any Unit pursuant to the restrictions and regulations contained in the By-Laws and the Rules & Regulations adopted thereunder; provided, however, (1) that no such pet is raised or bred for commercial and/or remunerative purposes, (2) that said pet is kept in compliance with all applicable governmental laws, ordinances, rules and regulations, (3) that said pet does not create a nuisance as the Board may in their reasonable discretion determine and (4) notwithstanding the foregoing, a second traditional household pet may be allowed with the written approval of the Board;

F. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the By-Laws, the applicable Rules and Regulations promulgated

pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units;

G. No Unit shall be maintained at an ambient temperature of less than fifty degrees (50°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Main Building and Gatehouse;

H. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents;

I. No unlawful, improper, or offensive use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Board, except as may be otherwise provided for herein or in the By-Laws;

J. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;

K. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Areas and Facilities to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Board may designate; and

L. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole. Porches shall be utilized solely for purposes normally associated with such an amenity.

M. Parking facilities shall be utilized solely for the parking of registered, operating, private passenger motor vehicles. Passenger motor vehicles may include sports utility vehicles and small trucks provided that such vehicles are not commercial vehicles and provided further that



such vehicles do not exceed a size capable of being parked in the exclusive use parking area whether the owner has such exclusive use parking area or not. No vehicles used for commercial purposes and no recreational vehicles shall be parked on the Property. No boats shall be parked in any parking space or stored in any other area except the Unit Owner's exclusive use storage area or the Gatehouse basement. Motorcycles may be parked in a parking space on the Property upon the written approval of the Board which approval may be revoked at any time should the same be operated in violation of such conditions as are imposed with regard to noise and/or the disturbance of the other residents or if the operation of the subject motorcycle otherwise causes undue disturbance as the Board may in its sole discretion determine. The granting of such approval shall be in the sole discretion of the Board taking into account such things as the type, size and muffling of the subject motorcycle and the number of motorcycles already permitted at the Condominium.

N. It shall be the responsibility of the Unit Owner and/or occupants if the Unit to remove all normal trash and household refuse from the Unit to the Trash & Recycling/Garage Building and to utilize the recycling facilities provided therein. Unwanted items such as, but not limited to, refrigerators, televisions, computer components, mattresses and similar materials shall be lawfully disposed of by the Unit Owners at his/her expense and shall not be placed in the Trash & Recycling/Garage Building or any other Common Elements.

The foregoing restrictions shall be for the mutual benefit of the Unit Owners, occupants and the Association, and may be administered on behalf of the Unit Owners and occupants by the Board. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action to the Association, and to any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

15. **Rights Reserved to the Declarant.** The Declarant reserves the right to itself, and its successors and assigns, the following rights with respect to the development and marketing of the Condominium and the sale of its Units:

The Declarant shall have all rights, licenses and easements necessary and appropriate to developing, constructing, marketing and selling the Condominium and its Units. Without limiting the generality of the foregoing and in furtherance thereof, and in furtherance of the rights provided in this Section, the Declarant reserves unto itself and its agents, servants,



employees, independent contractors, workmen, work crews, successors and assigns, the right of access, ingress, and egress over and upon the Land 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 the Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Buildings and/or Units and the Common Areas and Facilities, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer/septic system components and drainage pipes to serve any or all of the Buildings and/or Units and the Common Elements and Facilities; to pass and repass by foot and vehicle over all driveways, roadways, access ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct Buildings and improvements on the Land, and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others, including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements 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 that, no Unit Owner shall be denied at least one means of access to his/her/their Unit during such periods of restriction); to leave debris resulting from construction in the Common Areas and Facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewage/septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Areas and Facilities without liability for such interruption of service, provided, however, that the Declarant shall use its 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 Owner; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or Units and the Common Elements. Declarant

further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units in the Condominium, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure on the Land and to erect and maintain signage in connection therewith.

16. **Rights Reserved to the Board.** The Board shall have the right to convey or otherwise assign to the Town of Concord and any all interest of the Condominium and/or the Association in and to Forest Ridge Road, provided, however, that the Town accepts Forest Ridge Road as a public way.

17. **Title to Units.** Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, or in the name of a corporation, Limited Liability Company or partnership (limited, general or Limited Liability), or in the name of a fiduciary.

18. **Units Subject to Master Deed and Condominium By-Laws.** All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the By-Laws, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner. The Declarant, its successors and assigns, shall, except as herein and the By-Laws provided, have the same rights and obligations as any other Unit Owner with respect to established, but unsold Units.

19. **Sale or Lease of Units.** A Unit Owner may, subject to the restrictions of this Master Deed and the By-Laws, assign, lease, sell or otherwise transfer all of his interest in his Unit, together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use as an appurtenance to his Unit; (iii) the interest of such Unit Owner in any Units

heretofore acquired by the Association or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium - (i), (ii), (iii) and (iv) above hereinafter collectively called the "Appurtenant Interests" - in the manner set forth below:

A. **Subjection to Condominium Documents.** Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the By-Laws, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Board shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the By-Laws and/or the Rules and Regulations promulgated thereunder.

B. **No Partition or Severance.** No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

20. **Amendment of Master Deed.** This Master Deed may be amended upon the written consent of the Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest herein, by an instrument signed and acknowledged by a majority of the Board and duly recorded with the Middlesex South District Registry of Deeds, provided, however, that:

A. All consents necessary thereto have been obtained within twelve (12) months of the date of signature of the first consent;

1. Any consent once given during this period may not be revoked.
2. In such case as a Unit is sold prior to the conclusion of this period, such consent shall bind the purchasing Unit Owner.

B. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered and the same has been assented to in writing by all holders of all mortgages of record on said Unit;

C. No instrument of amendment which alters the Undivided Interest of any Unit shall be of any force or effect unless the same is consented to by the Owners of such Unit and the same has been assented to in writing by all holders of all mortgages of record on such Unit;

D. No instrument of amendment which alters the percentage of Undivided Interest of all Units shall have any force or effect unless consented to by all Unit Owners and their respective mortgagees;

E. No instrument of amendment directly affecting any Unit upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage (or mortgages if more than one);

F. No instrument of amendment affecting a Unit which impairs the security of a mortgage of record upon such Unit shall be effective without the assent of all holders of such mortgages of record;

G. 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 shall be of any force or effect; and

H. No instrument of amendment which alters or violates any of the rights reserved to the Declarant herein, or in the By-Laws reserved, shall be of any force or effect unless the same has been assented to in writing by the Declarant.

The foregoing notwithstanding, the Board shall have the power coupled with the interest to, by an instrument signed by a majority of their number and duly recorded with the Middlesex South District Registry of Deeds, amend this Master Deed to (1) correct any scrivener's and/or technical error made herein, or (2) to make this Master Deed comply with Massachusetts General Laws, Chapter 183A, and other applicable state or federal laws or regulations, or (3) to comply with rules or regulations

promulgated by the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions, but also to delete theretofore required provisions should such no longer be required.

21. **Mortgages**

A. **Notice to Board.** A Unit owner who mortgages his or her Unit shall notify the Board of the name and address of his or her mortgagee. The Board shall cause such information to be maintained in a book entitled "Mortgages of Units."

B. **Notice of Unpaid Common Charges.** The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report or cause to be reported any then unpaid assessments of common charges due from, or any other default by, the Owner of such Unit.

C. **Notice of Default.** When a Unit Owner is given notice of a default in paying any assessments of common charges or other default, the Board shall send, or cause to be sent, a copy of such notice to the Listed Mortgagee(s) (as hereinafter defined) of such Unit(s).

D. **Listed Mortgagee(s).** As used herein, "Listed Mortgagee(s)" shall mean a mortgagee holding a mortgage of record on a Unit as to which the Unit Owner affected or such mortgagee has given the Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required by this Master Deed to be sent to a Listed Mortgagee by the Board. Such a mortgagee shall remain a Listed Mortgagee until the Board receive written notice from the Mortgagee of withdrawal of such listing or that the mortgage is discharged of record.

E. **Assignment by Unit Owner of Rights and Options.** The right of any Unit Owner to vote, to grant or withhold any consent or to exercise any other right or option herein granted may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by a Listed Mortgagee setting forth the terms of such assignment.

F. **FNMA/FHLMC Provisions.** Notwithstanding anything in this Master Deed, the By-Laws or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall govern and be applicable insofar and so long as the same are necessary to qualify mortgages on Units for sale to FNMA or FHLMC and apply for the protection of them as holders

of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any such First Mortgagee:

1. In the event that the Unit Owners shall amend the Master Deed or the By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- c. sell or lease a Unit acquired by the First Mortgagee.

2. 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 adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws;

3. Except as may be otherwise provided by applicable law, 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 which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

4. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Sections 20 and/or 28 of this Master Deed unless sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgagee), have given their prior written approval, the Unit Owners and the Board shall not be entitled to:

- a. by any act or omission, seek to abandon or terminate the Condominium; or
- b. change the undivided interest or obligations of any individual Unit for the purpose of:
  - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or



- (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; or
- c. partition or subdivide any Unit; or
- d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas and Facilities and/or permitted by Chapter 183A shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause nor shall the designation of limited common areas as provided for in Chapter 183A; or
- e. use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

5. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

6. In no event shall any provision of this Master Deed or the By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;

7. A First Mortgagee upon request made to the Board, or as provided by law, shall be entitled to:

- a. written notification from the Board 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 By-Laws which is not cured within sixty (60) days;
- b. inspect the books and records of the Association at all reasonable times;
- c. receive an annual financial statement of the Association within one hundred twenty (120) days following the end of any fiscal year of the Association;

- d. receive timely written notification of all meetings of the Association and be permitted to designate a representative to attend all such meetings;
- e. receive timely written notification from the Board 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 or the Common Areas and Facilities of the Condominium;
- f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the By-Laws, and the Rules and Regulations promulgated pursuant thereto;

8. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days notice. Any agreement for professional management with the Declarant, or any entity affiliated with the Declarant, shall be terminable by the Board at any time subsequent to the transfer of control to the Unit Owners.

9. In addition to all other requirements of this Master Deed or the By-Laws, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments and Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest herein shall be required for the following:

- a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
- b. the partition or subdivision of the Common Areas and Facilities or the subdivision of a Unit (except as provided in Section 7 of this Master Deed with respect to Combining and Division of Units);
- c. a change in the Undivided Interest of any individual Unit (except as provided in Section 7 of this Master Deed with respect to Combining and Division of Units);

d. to add or amend any material provisions of the Master Deed or the By-Laws which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the common areas;
- (iv) Insurance or Fidelity Bonds;
- (v) Rights to use of the Common Areas and Facilities;
- (vi) Responsibility for maintenance and repair of the several portions of the Property;
- (vii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Areas and Facilities;
- (x) Convertibility of Units into Common Areas or of Common Areas into Units;
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;
- (xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Board a negative response within thirty (30) days of a written request by the Board for approval of any addition or amendment pursuant to this Section sent certified mail return receipt requested shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Board making reference to this Section, when recorded at the Middlesex South District Deeds Registry

of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of the By-Laws.

It is intended that the provisions of this Master Deed and the By-Laws shall, as may be necessary, comply with the requirements of the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, or the By-Laws, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 21 may not be amended or rescinded without the written consent of all First Mortgagees with the exception of those amendments necessary to keep the Master Deed or Condominium Association in compliance with the requirements of Chapter 183A, other state or federal law, rule and regulation, or of FNMA and FHLMC or other secondary mortgage requirements as in Section 21 provided, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South District Registry of Deeds.

22. **Special Amendments.** Notwithstanding anything herein contained to the contrary (but subject to any greater requirements imposed by the Condominium Law), Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time until all Units have sold which amends this Master Deed or the Declaration of Trust (i) to comply with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, 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 ownership; (iii) to bring this Master Deed or the Declaration of Trust into compliance with the Condominium Law or applicable By-Laws of the Town of Concord or other state or federal laws and/or regulations; or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments.

23. **Conflicting Provisions.** If any provisions of this Master Deed shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the By-Laws, then the following rules of construction shall be used:

A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

B. In the event of a conflict between this Master Deed and the By-Laws, this Master Deed shall control.

C. In the event of a conflict between any numerical voting requirements for action set forth in Section 20 hereof and any other such requirements for action set forth in any provision of this Master Deed or the By-Laws, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and

D. In the event of any conflict other than as set forth in subparagraph C above between the provisions of Section 20 hereof and any other provisions of this Master Deed or the By-Laws, the provisions of Section 20 shall control.

24. **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.

25. **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 which may occur.

26. **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. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

27. **Chapter 183A.** The Units and Common Areas and Facilities, and the Unit Owners and Board, shall have the benefit of, and be subject to, the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the By-Laws, they shall be governed by the 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. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

28. **Duration.** The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of ninety percent (90%) in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting and provided, further, that the holders of mortgages of record on Units which have sixty-seven percent (67%) or more of the Undivided Interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Middlesex South District Registry of Deeds.

Witness the execution hereof under seal this 20<sup>th</sup> day of September, 2002.

RIVERBEND REALTY LLC

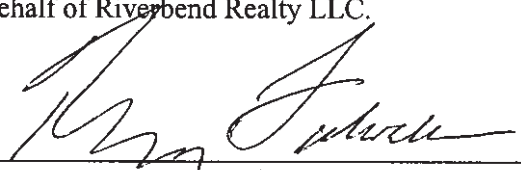
By:   
Kevin P. Hurley, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 20, 2002

Then personally appeared before me Kevin P. Hurley, Manager of Riverbend Realty LLC and attested to the foregoing as his free act and deed on behalf of Riverbend Realty LLC.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**THOMAS WRAY FALWELL**  
**NOTARY PUBLIC**  
My Commission Expires Sept. 22, 2006



**RIVERBEND CONDOMINIUM**  
**EXHIBIT A TO THE MASTER DEED**

DESCRIPTION OF LAND

The land in Concord, Middlesex County, Massachusetts, being more particularly shown as Lot 2 on a plan entitled "Definitive Subdivision Plan of Land in Concord, Massachusetts", dated April 14, 1989, revised February 14, 1990 (consisting of 12 sheets), prepared by David W. Perley, Civil Engineer and recorded with the Middlesex South District Registry of Deeds in Book 20781, Page 80, as Plan No. 813 of 1990, containing approximately 7.6 acres.

Said premises are conveyed subject to:

1. A Grant of Easement from Riverbend Realty LLC recorded with said Deeds as Document No. 383 of August 28, 2002 with respect to Easements A, B, C on a Plan entitled "Plan of Land in Concord, Mass., Showing Easements A, B, C and D for Electric, Telephone, Cable TV and other Intelligence Systems." as Plan No. 922 of 2002 as Document No. 383 of August 28, 2002; and
2. A Conservation Restriction to the Town of Concord dated August 30, 2002 with respect to that portion of Lot 2 containing 3.9 ± acres and being shown as Parcel 2A on a plan entitled "Master Deed Site Plan of Riverbend Condominium, Forest Ridge Road, Concord, Massachusetts, dated September \_\_, 2002, by David W. Perley, Civil Engineer ("the Site Plan"), to be recorded herewith.

Said premises are also conveyed subject to and with the benefit of rights, easements, restrictions and agreements of record, including the right to use Forest Ridge Road for all purposes for which streets and ways are used in the Commonwealth of Massachusetts, to the extent the same are now in force and applicable.

For Declarant's title see Deed of Kevin P. Hurley, Trustee of Elm Street Realty Trust, said Deed being dated October 15, 2001 and recorded with Middlesex South District Deeds in Book 33832, Page 343.

**RIVERBEND CONDOMINIUM**  
**EXHIBIT B TO THE MASTER DEED**

DESCRIPTION OF UNITS AND UNDIVIDED INTEREST

A - MAIN BUILDING (Also see Note #1 below)

78 Forest Ridge Road  
 Concord, MA 01742

Unit Designation	Location by Floor	Approx. Area of Unit in Square Feet	Number of Rooms	Interest of Unit in Common Area and Facilities
100	First	1636	3BR, 2B, LR/D, K, and L	1.89%
101	First	1225	2BR, 2B, LR/D, and K	1.73%
102	First	1221	2BR, 2B, LR/D, and K	5.51%
103	First	831	1BR, 1B, LR/D, K and L	1.08%
104	First	1188	2BR, 2B, LR/D, and K	5.40%
105	First	1232	2BR, 2B, LR, D, and K	5.73%
200	Second	1636	3BR, 2B, LR/D, K and L	6.59%
201	Second	1225	2BR, 2B, LR/D, and K	1.73%
202	Second	1221	2BR, 2B, LR/D, and K	5.94%
203	Second	831	1BR, 1B, LR/D, K and L	4.86%
204	Second	1188	2BR, 2B, LR/D, and K	5.83%
205	Second	1232	2BR, 2B, LR, D and K	6.27%

Unit Designation	Location by Floor	Approx. Area of Unit in Square Feet	Number of Rooms	Interest of Unit in Common Area and Facilities
300	Third	1636	3BR, 2B, LR/D K and L	7.13%
301	Third	1225	2BR, 2B, LR/D and K	6.16%
302	Third	1221	2BR, 2B, LR/D and K	6.48%
303	Third	831	1BR, 1B, LR/D K and L	5.29%
304	Third	1188	2BR, 2B, LR/D and K	6.38%
305	Third	1232	2BR, 2B, LR, D and K	6.81%

B - GATEHOUSE (Also see Note #2 below)

96 Forest Ridge Road  
Concord, MA 01742

Unit Designation	Location by Floor	Approx. Area of Unit in Square Feet	Number of Rooms	Interest of Unit in Common Area and Facilities
GH	N/A	4,648	3BR, 2.5B, LR/D, K, L, P, G, BAS and A	9.19%

NOTE:

#1 IMMEDIATE COMMON AREAS TO WHICH ALL UNITS IN THE MAIN BUILDING HAVE ACCESS All units in the Main Building have access to the common hall immediately adjacent to the Unit. The common hall leads to the Main Building common lobbies, elevator, stairs and building entrances. All units in the Main Building also have access to an exclusive use porch immediately adjacent to the unit.

#2 IMMEDIATE COMMON AREAS TO WHICH THE UNIT IN THE GATEHOUSE HAS ACCESS

The Unit in the Gatehouse has access to the condominium land immediately adjacent to the Gatehouse.

#3 ROOM LEGEND

BR =Bedroom  
B = Bathroom  
LR/D = Living/Dining Room  
LR = Living Room  
D = Dining Room  
L = Laundry Room  
P = Porch  
G = Garage  
BAS = Basement  
A = Attic