



PHASING AMENDMENT TO MASTER DEED

(adding Phase 5)

CONCORD RIVERWALK CONDOMINIUM

Concord Riverwalk, LLC, a Massachusetts Limited Liability Company established by an Agreement dated October 15, 2008 with a principal office at 1631 Main Street, Concord, MA ("the Declarant") being the Declarant of Concord Riverwalk Condominium, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated July 7, 2011 and recorded with the Middlesex South Registry of Deeds in Book 57115, Page 448 ("Master Deed") by this Phasing Amendment to the Master Deed and pursuant to and in accordance with the provisions of said Master Deed, hereby amends the Master Deed to create Phase 5 of the Condominium to be governed by and subject to the provisions of G.L. ch. 183A.

Description of Phase 5. Phase 5 consists of Unit 13 together with the exclusive use areas appurtenant to Unit 13 and Unit 1 as described on Exhibits A, B, C, and D each of which have been revised as set forth herein and are hereby incorporated by reference. The location of Unit 13 are as shown on a plan entitled: "Phase 5 Concord Riverwalk Condominium, Site Plan of Land in Concord, Massachusetts; Prepared by: Stamski and McNary, Inc., Dated: June 3, 2013, Scale 1" = 20' (the "Phase 5 Site Plan"). The Unit is shown on the Phase 5 Floor Plan prepared by Suzanne Rivitz, Registered Architect; Scale: 1/8" = 1' dated June 3, 2013 and entitled: Concord Riverwalk Unit 13 - 1625 Main Street, Concord, MA 01742

The plans are to be recorded herewith.

1. Description of the Phase 5 Unit:

- a. The Unit Designation of the Phase 5 Unit, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit B (Phase 5 Revision), Exhibit C (Phase 5 Revision) and Exhibit D (Phase 5 Floor Plan) attached hereto and recorded herewith respectively.
- b. The boundaries of the Phase 5 Unit and its appurtenances are as defined in Section III of the Master Deed and in this Phasing Amendment and in Exhibit B (Phase 5 Revision).
- c. The Land and Common Area upon which the Phase 5 Unit is constructed and the Exclusive Use Areas appurtenant to such Unit are depicted on the Phase 5 Site Plan recorded herewith. The Exclusive Gardening Areas as well as the area depicted on the Phase 5 Site Plan as "Proposed Future Carport within Unit 13 EUA" are subject to the rights, obligations and limitations as set forth in Article III of the Master Deed, as amended by this Phasing Amendment, in the Condominium Trust, and in the Rules and

Plan No 424 of 2013

Philip B Posner
4 Aron St
Wakefield, Ma. 01880

Regulations of the Condominium as the same may be amended from time to time.

- 2. Section 3.2 of the Master Deed shall be amended to include and reflect the inclusion, by virtue of this Phasing Amendment, of Unit 13 as follows:

The "Single Family Building" (which is depicted as and also known as the "Unit 13 Phase 5 Existing Dwelling" on the Phase 5 Plan) shall consist of one dwelling unit which shall be constructed on a foundation which shall be a Common Element. Within such foundation there shall be a Common Element containing two exclusive use areas each designated "Storage Area and Workshop." The portion of the Single Family Building containing the Storage Areas and Workshops shall be subject to the exclusive rights of the owners of Units as set forth in Exhibit "B" and the obligations of such Unit Owners to use and maintain the Storage Areas and Workshops as set forth in this Master Deed.

To that end, the boundaries of the Units in the Single Family Building with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- Floors: The plane of the upper surface of the floor joists.
- Ceilings: The plane of the surface of the roof joists facing the interior of the unit.
- Walls: The plane of the surface of the exterior wall studs facing the interior of the unit
- Basement: The interior plane of the concrete foundation of the Single Family Building.

The Frame, Exterior Sheathing, Roof, and Foundation of the Single Family Building shall be a common area of the Condominium subject to the exclusive right of use and occupancy by the owners of 13 (and of Unit 1 as set forth herein) and the exclusive obligation of maintenance by the owner of 13 as set forth in the Condominium Trust.

Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are a part of the common areas and facilities.

Doors and Windows: as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and/or screen of the window frames.

The exterior porches, decks and other exterior elements which shall exclusively serve the Unit in the Single Family Building as shown on the amended site plan and floor plan shall be common elements which shall be subject to the exclusive right of use and occupancy (and the exclusive obligation of maintenance as set forth in the Condominium Trust) and as described in this Master Deed and this Phasing Amendment. By virtue of this Phasing Amendment, the owners from time to time of Unit 13 shall have the right to construct a 'car port' which shall be

of sufficient dimension to shelter one motor vehicle in the portion of the Exclusive Use Area appurtenant to Unit 13 and labeled "Proposed Future Carport within Unit 13 EUA" on the Phase 5 Site Plan. The building materials, color, and construction quality shall, in all events, be substantially the same as the materials used to construct the exterior of the Single Family Building. In the event that such Carport is constructed, such work shall be undertaken pursuant to and with the benefit of all municipal and state permits required to undertake such construction. The Unit Owner shall require that any contractor or subcontractor performing such work provide certificates documenting such contractor's liability and workers compensation insurance coverage. The owner shall, prior to such construction provide to the Condominium Trust copies of the plans, insurance certificates, and such permits for the condominium records

3. The Master Deed shall be amended to reflect that, with respect to Unit 13 which has become a Unit of the Condominium by virtue of this Phasing Amendment, the word "Proposed" shall be omitted in each instance where the phrase "Proposed Single Family Unit" shall be used. Except as set forth in Paragraph 5 hereof (describing the boundaries of the Unit in the Single Family Building) in each instance where the phrase "Proposed Single Family Unit" is used, the words "and the Unit in the Single Family Building" shall be added.
4. The first and second sentences of Section 3.4 of the Master Deed shall be amended to reflect the inclusion, by virtue of this Phasing Amendment, of Unit 13 as follows:

Exclusive Use Areas Each Single Family Detached Unit, Carriage House Unit, Unit in the 2-Family Building and Unit in the Single Family Building shall have as Limited Common Area appurtenant thereto the walkways and the Exclusive Gardening Areas which serve and are appurtenant to the Unit as shown on the Site Plan ("Exhibit C"). Each such Limited Common Area is referred to herein as an "Exclusive Use Area" or "EUA."

5. In order to conform the nomenclature of the Master Deed to the Site Plans and to make reference to the newly included Units, Section 3.4.1 of the Master Deed shall be amended as follows:

Decks and Porches The Single Family Detached Units, the Single Family Unit, the Carriage House Units and Units in the 2-Family Building have direct access to a Porch (and certain Units to a Deck) which shall be located on the Floor Plans and Site Plan. The Decks and Porches shall not be permanently enclosed or used as rooms; however, screens, shades or other nonstructural devices to permit outdoor use of a deck or porch shall be permitted after submission of the same to the Design Review Guidelines and Approval Process as set forth in Exhibit E. The responsibility of ordinary maintenance and minor repair of a Unit's Deck and/or Porch shall be that of the Unit to which such Deck and/or Porch is a part or is appurtenant. Structural maintenance, major repairs and replacement of the

Decks and/or Porches shall be accomplished pursuant to Section 5.3(A)(1)(a) of Article V by the Trust. Unit Owners shall maintain their Deck and/or Porch in a neat and orderly condition at all times.

The owners of each Single Family Detached Unit, the Single Family Unit, the Carriage House Unit and Units in the 2-Family Building shall be responsible for landscaping and maintenance of the Exclusive Gardening Area appurtenant to their Unit, provided however, that in the event that the Exclusive Garden Area is not maintained according to the standards of the Concord Riverwalk Design Review Guidelines, the Trust may cause the Owner's Exclusive Gardening Areas to be maintained by an independent contractor and the cost thereof shall be assessed to the Unit Owner. The costs and assessments related to the maintenance of the Unit's Exclusive Garden Area shall be deemed to be an Additional Unit Charge and shall be assessed against the Unit pursuant to Section 5.3 of the Condominium Trust.


6. Section 3.5.2 shall be amended to delete the language incorporated by the Phase 3 Amendment and to include the following sentence at the end of the paragraph: "The Owners of Unit 1 and of Unit 13 shall each have the right to cross and re-cross by foot the area designated "Unit 1 Access Easement" in order to gain access to the "Storage Areas and Workshops" of the Single Family Building said Phase 5 Site Plan. The said Owners shall maintain the Unit 1 Access Easement free of debris and the personal property of the respective Owners."
7. Description of the Common Areas and Facilities: The common areas and facilities with respect to Phase 5 are as Defined in Article III of the Master Deed and in this Phasing Amendment, and shall include the portions of the structure appurtenant to Units 1 and 13 labeled "Ground Floor Storage and Workshop."
8. Incorporation of Existing Provisions of the Master Deed: Except as described and amended herein, the Phase 5 Unit and the Exclusive Use Areas and the Common Areas and Facilities appurtenant to the Phase 5 Unit shall have the benefit of all of the provisions of the Master Deed, as they shall be amended by this Phasing Amendment. The provisions of the Master Deed (except as the context thereof clearly indicates to the contrary) are hereby incorporated by reference into this Phase 5 Amendment to the Master Deed as it set forth fully therein.
9. The Master Deed shall be amended to reflect that, with respect to Unit 13 which has become a Unit of the Condominium by virtue of this Phasing Amendment, the word "Proposed" shall be omitted in each instance where the phrase "Proposed Single Family Unit" is used.
10. Exhibits B, C and D shall be amended by deleting the former Exhibit B, C and D respectively and inserting the amended Exhibit B, C and D attached hereto in its place.

In all other respects, the Master Deed shall remain unamended and in full force and effect.

Executed as a sealed instrument, this 17th day of June, 2013.

CONCORD RIVERWALK, LLC

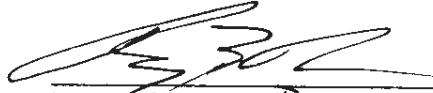
By:

 , MANAGER
Daniel J. Gainsboro, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On the 17th day of June, 2013, before me personally appeared the above-named Daniel J. Gainsboro, Manager as aforesaid and known to me personally who acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Limited Liability Company, before me.



Notary Public *Philip B. Rowe*
My commission expires: *10.11.2013*

Exhibit "B"

<u>UNIT</u>	<u>STREET ADDRESS</u>	<u>STYLE</u>	<u>SQUARE FOOTAGE</u>	<u>ALLOCATION OF COMMON EXPENSES*</u> / <u>(%AGE INTEREST IN COMMON ELEMENTS†)</u>	<u>GARAGE / OPEN AIR PARKING SPACE</u>
1	1633	Carr. House	1605	8.1% (8.7%)	Garage A / Open "Parking Space Unit 1"
2	1631	Carr. House	1675	8.5% (8.7%)	Garage F / Open "Parking Space Unit 2"
3	1635	Cottage	1520	7.7% (8.5%)	Garage D / Open F
4	1649	Cottage	1275	6.5% (7.7%)	Garage I / Open I
5	1637	Cottage	1304	6.6% (7.7%)	Garage B / Open D
6	1647	Cottage	1304	6.6% (7.5%)	Garage H / Open H
7	1639	Cottage	1304	6.6% (7.7%)	Garage C / Open E
8	1645	Cottage	1304	6.6% (7.4%)	Garage G / Open G
9	1641	Cottage	1520	7.7% (8.3%)	Garage E / Open C
10	1643	Cottage	1275	7.6% (7.6%)	Garage J / Open J
11	1629	2-Family	1615	8.4% (6.7%)	Garage 11 / Open M
12	1627	2-Family	1540	7.8% (4.4%)	Garage 12 / Open N
13	1625	Single Family	2460	12.4% (9.1%)	Open /Car Port‡

The immediately accessible common area shall be the Land of Condominium as shown on the Site Plan. Each unit is constructed of a poured concrete foundation, wood frame, Hardie Fiber Cement Siding (except for Units 1 and 2 which have cedar shingle siding), Asphalt Shingle Roof and Trex trim, railing and decks

Payment of Common Expenses shall be allocated according to the Allocation of Common Expenses set forth above. In the event of any Common Profit or the Dissolution of the Condominium as set forth in this Master Deed, the allocation of such Profit and/or allocation of the proceeds of such dissolution shall be in accordance with the "%Age Interest in Common Elements" set forth above.

* The allocation of common expenses in the Common Areas and Facilities of the Condominium is made in accordance with the provisions of M.G.L. Ch. 183A §6(a)(i) in the approximate relation that the area of the unit bears to the aggregate area of all the units.

† The allocation of undivided interest in the common areas and facilities of the condominium is made, pursuant to M.G.L. ch. 183A §5 in the approximate relation that the fair value of the respective units on the date of the Master Deed, as amended, bears to the then aggregate fair value of all the units and is weighted to reflect the Affordable Housing Covenant to the Town of Concord to be recorded regarding Unit 12.

‡ Unit 13 shall have the right to construct a car port.

Units 1 and 13 shall have the exclusive right to use and occupy the Storage Areas and Workshops depicted as appurtenant to each respective unit on the Phase 5 Site Plan. The owners of such Units and their guests and invitees shall not use such Storage Area and Workshop as a "bedroom" or in any other way not permitted by the State Building Code and Town of Concord Zoning Bylaw or any other applicable health or safety code, regulation or law. Such use and occupancy shall not result in a private or public nuisance and, in particular shall not result in the creation of unreasonable heat, light, smoke, dust, or noise perceptible outside of the boundaries of such exclusive use areas.

Exhibit "C"

PHASE 4 SITE PLAN

(to be recorded herewith)

Exhibit "D"

FLOOR PLANS FOR UNITS2

(to be recorded herewith)