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**OLDE SMITH FARM CONDOMINIUM
LEXINGTON, MASSACHUSETTS**

MASTER DEED

ALLOWED

Pete W. Kellan

CHIEF JUSTICE

Aug 9 2002

STABLE HOMES AT LEXINGTON, INC., having its principal place of business at 21 Manchester Street Merrimack, New Hampshire, (the "Declarant"), being the sole owner of certain land (the "Land") situated at Lexington, Middlesex County, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit the Land together with the buildings now or hereafter erected thereon as more particularly described in Sections 2 and 3 hereof and improvements now or hereafter erected thereon (except as described herein below) and all easements, rights and appurtenances belonging thereto (except for those certain easements, rights and appurtenances described herein below which are being reserved by Declarant), (the Land, the buildings, and such improvements, easements, rights and appurtenances being hereinafter collectively referred to as the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts (Chapter 183A, as it may be amended from time to time, being hereinafter referred to as the "Condominium Law"); and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a Condominium to be governed by and subject to the provisions of the Condominium Law, and to that end the Declarant does hereby declare as follows:

1. Name and Description of Condominium. The name of the Condominium shall be **OLDE SMITH FARM CONDOMINIUM** (hereinafter called the "Condominium"). The Condominium shall consist of not fewer than two (2), nor more than sixteen (16) residential Units (as that term is defined below), situated in several separate buildings on the Land.

The U.S. post office address of the Condominium is: 160 - 170 Wood Street Lexington, Mass.

2. Description of Property. The Property which constitutes the Condominium shall consist of the Land described on Exhibit A attached hereto and made a part hereof together with the buildings and other improvements described in Section 3 hereof, shown as "Phase 1" on the Site Plan recorded herewith (the "Site Plan") entitled "Olde Smith Farm Wood Street, Lexington MA Site Plan - Phase 1", 1" = 30', dated August 5, 2002 by Keenan Survey, Winchester, Massachusetts. Said Land, buildings and other improvements are subject to and have the benefit of the easements, rights, agreements, restrictions and appurtenances as are described herein, including without limitations, said Exhibit A of this Master Deed.

3. Description of Buildings - Phased Additions - Declarant's Reserved Rights.

A. Declarant intends to develop the Condominium in stages, herein referred to as "Phases". The Land, together with the buildings shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of six (6) separate dwelling Units. The Condominium may consist of additional Phases to be constructed upon the Land described in Exhibit A hereof. Until such time as additional Phases are added to the Condominium by the recording of Phasing Amendments, as described below, any buildings or portions thereof existing on the Property (other than Phase 1) and any other buildings shown on the Site Plan shall be exclusively owned and controlled by, and shall be the exclusive responsibility of, the Declarant.

The buildings for subsequent Phases are to be constructed on the areas shown on said Site Plan as "Future Phases".

If all of the Phases are added to the Condominium in their entirety, the Condominium is anticipated to consist of a total of up to 16 Units, specifically to include:

- (a) up to five (5) separate residential "duplex" buildings, with parking, each containing two (2) Units, having access through a walkway, driveway and central roadway to Smith Farm Lane and then to Wood Street, as shown on the Site Plan, and having such characteristics as are more particularly set forth on Exhibit C and D hereof;
- (b) up to four (4) separate residential buildings, each containing one (1) Unit, as more particularly described in Section 4 below, having access through a walkway, driveway and central roadway to Chestnut Lane and then to Wood Street, as shown on the Site Plan, and having such characteristics as are more particularly set forth on Exhibit C and D hereof;
- (c) one (1) separate residential building known as "The Barn", and containing two (2) stacked Units, as more particularly described in Section 4 below, having access through a walkway, driveway and central roadway to Smith Farm Lane and then to Wood Street, as shown on the Site Plan, and having such characteristics as are more particularly set forth on Exhibit C and D hereof.

The Declarant, however, need not complete construction of or establish any additional Phase as part of this Condominium.

The description of the buildings constituting Phase 1 of the Condominium, stating the number of stories, the number of Units and the principal materials of which they are constructed is set forth and described in Exhibit C attached hereto and made a part hereof. The location of each of said buildings is as shown on the Site Plan. Any buildings in the Condominium,

including the buildings comprising Phase 1 and any buildings subsequently added in the Condominium pursuant to this Section 3 are hereinafter collectively referred to as the "Buildings" or, individually, a "Building".

B. The Declarant anticipates amending this Master Deed to add additional Phases. Notwithstanding the foregoing, the Declarant expressly reserves the right to add as many or as few Phases to the Condominium as it deems necessary and/or appropriate.

As described above, with respect to any Buildings not comprising Phase 1 (or not added at a later Phase which would then make them subject to this Master Deed and part of the Condominium as of and pursuant to a "Phasing Amendment" as described below), the Declarant expressly reserves for the benefit of itself and its successors and assigns exclusive ownership and control of such Buildings, or portions thereof, as well as the right to construct, develop and finish same. Thus, the Buildings, as well as the other areas shown on the Site Plan beyond the Phase 1 area (inclusive of access rights thereto to perform construction, marketing and sales activities toward completion of the development), may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion; and Declarant shall be exclusively entitled to sell additional residential units in the Condominium and to retain any and all proceeds and profits deriving or accruing therefrom. Nothing contained herein or in future Phasing Amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

The Declarant, for itself and its successors and assigns, also expressly reserves certain exclusive rights and easements to enter onto the Land and complete construction of any Buildings thereon, along with improvements, utility lines, driveways, wires, pipes, conduits, sewage, walkways and drainage lines to service the Buildings, Units and/or other improvements constructed on the Land.

The Declarant also expressly reserves for itself and its successors and assigns, and shall have the right, without the consent of any Unit Owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 3 and Section 7.B hereof.

Until the happening of one of the Events (as defined below), the Building areas and other areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Future Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements reserved by the Declarant and its successors and assigns in this Master Deed, including without limitation the Declarant's rights to convert said areas into Units, limited common areas, and general common areas as may be more

particularly described herein and/or in any future Phasing Amendments, in accordance with the terms of this Master Deed. With respect to said later Phases:

- (a) The Declarant shall not amend this Master Deed so as to include such later Phases until the construction of the Buildings containing the Units in such Phase have been completed sufficiently for the certification of plans provided for in Section 8(f) of said Condominium Law;
- (b) The Declarant, by recording such Phasing Amendment, shall have the right in its sole discretion to create additional Units until such time as there exists a total of sixteen (16) Units in the Condominium, as well as the right to create and designate general common areas, limited common areas and areas subject to exclusive uses and rights. Upon the recording of such Phasing Amendments the Units in the Buildings in the Phase(s) to be added shall become Units in this Condominium (initially owned by the Declarant), and shall thereafter be subject to common area charges and entitled to share in the common areas and facilities of this Condominium including those created by any prior phases (including Phase 1). After the recording of any such amendments to this Master Deed creating later Phases, the total number of Units in the Condominium shall consist of the six (6) Units in Phase 1 plus the Units created by each of the successive Phasing Amendment(s);
- (c) Except as otherwise provided herein, if the Declarant has not amended this Master Deed so as to include any or all of said later Phases in the Condominium within seven (7) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created; and
- (d) Nothing herein shall be deemed to obligate the Declarant to create any later Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases, to change the number, size, layout and location of Units in any of such later Phases so long as the total number of Units does not exceed sixteen (16) Units as aforesaid.

Any such amendment creating a later Phase shall contain with respect to such Phase all the particulars required by said Condominium Law, as currently existing or as amended. Without limitation of the foregoing, the designation of each Unit in such Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with

the Middlesex South Registry of Deeds and the Middlesex South Registry District of the Land Court, as applicable, (herein collectively, the "Registry of Deeds").

Declarant further reserves the right, in its sole discretion, to abandon its intention to create any later Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

Except as otherwise provided herein, upon the occurrence of any of the events described in (a), (b) or (c) below in this subparagraph (sometimes collectively referred to as the "Events"), certain portions of the Land, the Buildings and other areas as which are not originally included in Phase 1, shall be added to and become part of the general common areas, or limited common areas, or exclusive or restricted use areas of the Condominium, as follows: (a) when the Declarant records a Phasing Amendment to this Master Deed to create any later Phase, any area described in the applicable Phasing Amendment shall have the general, limited, exclusive or restrictive rights and characteristics assigned to it in said Phasing Amendment; or, (b) when the time limit for Declarant's recording of additional Phasing Amendment(s) expires as set forth above, then any areas on the Land which have not been specifically addressed by any prior Phasing Amendment shall be deemed to have the general, limited, exclusive or restrictive rights and characteristics as are consistent with the treatment of similar areas in any prior Phasing Amendments (including Phase 1); or (c) if and when the Declarant abandons its rights to develop later Phases by recording an instrument(s) to that effect as described above, then absent any contrary designation in said instrument as to the general, limited, exclusive or restrictive rights and characteristics assigned to any area, then any areas on the Land which have not been specifically addressed by any prior Phasing Amendment shall be deemed to have the general, limited, exclusive or restrictive rights and characteristics as are consistent with the treatment of similar areas in any prior Phasing Amendments (including Phase 1). Until such time as any above Events occur (and subject to Declarant's exclusive right to initially sell each new unit in the Condominium), the Declarant will have the exclusive right to use and develop the Land and to rent, lease, occupy and enjoy any revenues derived from said areas in accordance with the terms of this Master Deed.

The Declarant reserves the right to construct the Units in the proposed additional Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations and the Units are of good and comparable quality construction. Any such amendment shall contain, with respect to future Phases, all of the particulars required by the Condominium Law. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject to condominium common charges and entitled to vote as provided in the Condominium Trust. The relative percentage interests shall be reflected by the recording with each such amendment of an Exhibit substantially in the form of Exhibit E-1 hereto (without footnoted annotations) which adjusts the percentage interests of all units then in existence and

being added proportionally as shown on Exhibit E, with all such units then in existence and being added to equal 100%. Similarly, the common elements of the Condominium shall then include the same elements and parts of Buildings described in Section 5 herein.

In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases as set forth above and in Section 7.B, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond the Phase 1 Area shown on the Site Plan, for all lawful purposes necessary or desirable to Declarant. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation and maintenance of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant has further reserved and hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Units in the final Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Property and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; 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, cable television, water, air and all sewer and drainage pipes, as applicable, to serve any or all of the Buildings and/or Units and the common areas and facilities; to pass and re-pass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways parking areas and walkway are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Property and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including without limitation 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 areas and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Units Owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at

least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during construction periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewage 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 under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas or driveways that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or Units and the common areas and facilities in connection therewith. 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, as well as the right to park and use a construction trailer or other temporary structure and place sales and directional signage on the Property.

The rights and easements by the Declarant in this Section 3 and in Section 7.B shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

The rights and easements reserved by the Declarant in this Master Deed shall survive the sale of all of the Units in Phase 1 or later Phases by the Declarant (up to the expiration of Declarant's rights to add Phases hereunder), and are to be deemed to be fully transferable, running with the land.

Each Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit shall thereby have consented to the following:

- (i) any such Phasing Amendment(s) to the Master Deed and/or the granting or exercise of any right or easement described in this Master Deed, without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee;
- (ii) the appointment of the Declarant by such Unit Owner(s), mortgagee(s) and other parties as his/her/their attorney-in-fact to execute, acknowledge and deliver (i) any and all instruments necessary or appropriate to grant or exercise any such Phasing Amendment, right or easement described in this Master Deed, and/or (ii) to effect any such right herein or otherwise

reserved; and said power of attorney is deemed to be running with the land, binding upon its heirs, successors and assigns, durable, irrevocable and coupled with an interest

- (iii) the reduction of their percentage interests in the Common Elements of the Condominium (as defined in Section 5 below) upon the recording of any such Phasing Amendment (s) to the Master Deed

Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant with respect to the Property, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief so sought. At the request of the Declarant, the Board of Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, and/or any further proceedings with respect to the same provide Declarant shall bear any costs therefore.

The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Condominium Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each member of the Board of Trustees, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Board of Trustees, at Declarant's request, shall execute whatever amendments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

4. Description of Units in Phase 1. The designation of each Unit in Phase 1 and statement of its location, approximate area, immediately accessible common areas, number of rooms, proportionate interest in the common areas and facilities and other descriptive specifications and features are set forth in Exhibits D and E-1 attached hereto, and are located and shown on the (i) Site Plan and any other Phasing Plans subsequently added from time to time by such Phasing Amendments (as defined in Section 3 above) as may be recorded with the Registry of

Deeds pursuant to Declarant's Reserved Rights as more particularly described above in said Section 3 and in Section 7B hereof, and (ii) Unit Plans filed herewith which show the layout, location, Unit number and dimensions of the Unit(s) depicted thereon as built (said Site Plan, Phasing Plans and Unit Plans are collectively herein referred to at times as the "Condominium Plans") as they are recorded with the Registry of Deeds.

A. Description of Units and Appurtenant Rights.

(i) **Description of Units:** The Units located within the Buildings and the designation of each such Unit, and a statement of its location, approximate area, immediately accessible common areas, number of rooms, and other descriptive specifications thereof are shown on the Condominium Plans and are further described as set forth in Exhibit D annexed hereto and made a part hereof and incorporated herein by reference. The Unit area figures set forth in Exhibit D for those Units having appurtenant deck, porch, patio, and terrace areas do not include the areas of such deck, porch, patio, and terrace (except for any rear yard porch or screened porch), but do include the areas of the attached garages. Each garage contains the number of square feet as shown on the Condominium Plans and has capacity for parking at least one (1) motor vehicle, except the "LexHab Unit" (as defined herein).

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

- a. **Floors:** The upper surface of the concrete basement floor (unless otherwise shown on the Unit Plan for such Unit, as for example, the Units in The Barn in which case it is the uppermost surface of the structural supports (i.e. the subflooring))
- b. **Ceilings:** The plane of the lower surface of attic roof rafters (unless otherwise shown on the Unit Plan for such Unit, as for example, the Units in The Barn in which case it is the lowermost surface of the structural supports).
- c. **Walls:** The plane of the surface of the wall studs facing the interior of such Unit (or the centerline of Units with party walls according to their Unit Plans)
- d. **Exterior Building Walls, Doors and Windows:** As to exterior building walls, the plane of the interior surface of the wall studs or in the case of a concrete wall, the interior surface of said concrete wall; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and window frames.

Each Unit includes all non-structural walls within the boundaries of such Unit, the air conditioning compressor and furnace within and exclusively serving such Unit and all utility lines, pipes, wires, conduits, facilities and services, all vents, ducts and flues, and all building services and equipment to the extent the foregoing are located within and exclusively serve such Unit and are not located in any portion of the Condominium contributing to the structure or support of other Units or Buildings.

(ii) Appurtenant Rights and Interests of Units: Subject to and in accordance with the provisions and requirements of this Master Deed and the By-Laws of the Condominium, all as more particularly set forth in Section 10 hereof, including the rules and regulations promulgated from time to time pursuant thereto (the "Rules and Regulations"), the Units shall have the following appurtenant easements, rights and interests:

(a) For those Units having porches, decks, patios, terraces and/or balconies, the exclusive right and easement to the use of the porch, deck, patio, terrace and/or balcony areas shown on the Condominium Plans and on the individual Unit Plan attached to the initial deed of such Unit from the Declarant to a purchaser thereof, together with the related railings and lighting fixtures installed by Declarant, and the use of certain designated walkways, driveways and steps, as the case may be, adjacent to each Unit(s) as shown on the Condominium Plans and said individual Unit deed plans. Such Unit porch, deck, patio, terrace and/or balcony areas (and such related railings and lighting fixtures so installed by the Declarant) and such walkways, driveways and steps are part of the Common Elements and are to be maintained and repaired by the Board of Trustees, with the costs thereof to be assessed as a Common Element in accordance with Section 6 hereof and the By-Laws, except for such costs related solely to the finish floor surfaces of such porches, decks, patios, terraces and/or balconies which shall be solely and directly assessed to the relevant Unit Owner having the exclusive right thereto in accordance with the provisions hereof and the By-Laws;

(b) For each Unit, the exclusive right and easement to the use of any chimneys and the vents and flues appurtenant thereto which are not located within a Unit and which exclusively serve such fireplaces located within such Unit. Such chimney, vents and flues are part of the Common Elements and are to be maintained and repaired by each Unit Owner separately, with the costs of such maintenance and repair to be assessed in equal shares exclusively among the Units having such fireplaces in accordance with the provisions hereof and the By-Laws;

(c) For each Unit, the exclusive right and easement to the use of the area in the front yard, side yard and back or rear yard immediately adjacent to such Unit, such areas being more specifically designated on the Condominium Plans. These exclusive use areas shall be designated as such, as applicable to each separate Unit, on the Plans filed creating the Condominium. All of such exclusive use areas shall be kept in their natural state and, as aforesaid, shall be utilized in accordance with the provisions of this Master Deed, the Bylaws and the Rules and Regulations as the same may now be in effect and hereinafter amended. All of such exclusive use areas may only be improved or materially altered from their natural state with the written consent of the Board of Trustees.

All yard areas shall be landscaped (including fences) and maintained by the Board of Trustees and no Unit Owner shall have the right to add or subtract from said landscaping.

(d) For each Unit, the exclusive right and easement to the use of all utility lines, sewer lines, pipes, wires, conduits, services and facilities, vents, ducts and flues which exclusively serve such Unit and which are located outside of such Unit and not within any portion of the Condominium contributing to the structure or support of the Unit. Such utility lines, pipes, wires, conduits, services and facilities, vents, ducts and flues are part of the Common Elements and are to be maintained and repaired by the Board of Trustees, with the costs thereof to be assessed as a Common Element in accordance with Section 6 hereof and the By-Laws;

By acceptance of his Unit Deed for his Unit (whether or not it is so expressed in such deed), the owner of such a Unit, its successors and assigns, shall be deemed to have covenanted and agreed to pay any of the foregoing charges which are assessable against such Unit and, in the event full and timely payment is not made, to suffer a lien upon his Unit on account of any such charge until paid, as more fully set forth in the Condominium Statute and the By-Laws.

In addition to and without limiting the appurtenant rights of the Units referred to above, each Unit shall have appurtenant thereto, in common only with all other Units, the right and easement to use the Common Elements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of Section 6 of this Master Deed relative to the assessment of charges therefor, and subject to the rights of the Declarant. Further, each Unit shall be entitled to an undivided interest in and to the Common Elements in the percentages specified therefor in Exhibits E-1 and E annexed hereto and made a part hereof.

(iii) Certain Units Complying With Special Permit Requirements

The Town of Lexington issued a Special Permit for the construction of the Units, common areas and facilities, and other appurtenances which constitute the Condominium on September 8, 1999, which Special Permit is recorded with the Middlesex South Registry of Deeds in Book 31933 Page 406. The Special Permits requires that two specific Units in the Condominium, designated as set forth below, be dedicated to satisfy certain "public benefits" as required in the Planning Board's inclusionary housing policy then in effect, as follows:

(a) Unit 16 on Lot 15, a portion of which is registered land as shown as Lot 40 on Land Court Plan 6686Z filed with the Middlesex South District Office of the Land Court as more specifically provided on the Site Plan (as that designation is set forth in the Special Permit) shall initially be granted by the project developer to the LexHAB organization in Lexington, "for their administration as an affordable unit"; and,

(b) Unit 15 on Lot 14, a portion of which is registered land as shown as Lot 41 on Land Court Plan 6686Z filed with the Middlesex South District Office of the Land Court as more specifically provided on the Site Plan(as that designation is set forth in the Special Permit) shall be conveyed by the project developer for consideration which is consistent with the affordable housing guidelines stated therein.

Once Certificates of Occupancy have issued for these two units, Declarant shall have no further obligations with respect thereto, but said Units shall nonetheless continue to be governed by the Special Permit conditions.

B. General Provisions.

Without the consent of the Board of Trustees or any other Unit Owner, the Owner of any Unit, and provided there is no conflict with any municipal or state approvals procured by the Declarant for the original construction of the Units, and further provided that all local zoning requirements are met (including adherence to the requirements of the Special Permit), at any time and from time to time, may change the use and designation of any room or space within such Unit, subject always to the provisions of Section 7 hereof, and, subject to the provisions of the next sentence, may modify, remove and install interior non-bearing walls lying wholly within such Unit, expressly, excluding structural additions, alterations, or improvements addressed in Article VI, Section 13 of the By-Laws. Any and all work done pursuant to the provisions of the preceding sentence by a Unit Owner and any other maintenance, repair and replacement required by this Master Deed, the By-Laws or the Rules and Regulations, to be performed by a Unit Owner, shall be done in accordance with the provisions of this Master Deed, and the By-Laws and the Rules and Regulations at such Unit owners sole cost, expense, risk and hazard, in a good and workmanlike manner, in conformity with all legal and warranty requirements, in a fashion that does not interfere unreasonably with the use and occupancy of other Unit Owners or with work being performed by the Declarant or other Unit Owner in or about the Condominium. In addition, such work shall be performed pursuant to plans and specifications which have been submitted to and approved in writing by the Board of Trustees in advance of the commencement of any of such work, other than work being done on a Unit owned by the Declarant. In approving such work to a Unit, the Board of Trustees shall obtain from the Unit Owner proposing such work a certificate, in form and substance reasonably satisfactory to the Board of Trustees from a registered architect and/or engineer reasonably acceptable to the Board of Trustees, stating that the proposed work is compatible, consistent and in compliance with: (i) sound architectural and engineering practices; (ii) the design, layout and intended use of the structural and other Building systems; (iii) all applicable laws, codes, ordinances and regulations and legal and warranty requirements, (iv) the exterior facade and exterior appearance of the Building; and (v) the location of shafts, chases, utilities, columns, ducts, vents and like common areas and facilities. Any Unit Owner doing such work shall be responsible for any damage to

other Units or common areas and facilities caused by or attributable to such work. Nothing in the foregoing provisions of this Section shall be deemed to require the consent of the Board of Trustees for any "decorations" work performed by any Unit Owner in the interior of his Unit in any manner as he sees fit, so long as such decorations do not alter the structure of the Unit or building in which it is located, or apply to any "finish" work to be performed by a Unit Owner acquiring a Unit from Declarant in an unfinished condition, to the extent the performance of such "finish" work is governed by the terms and conditions of the purchase and sale agreement and/or unit deed for such Unit between such owner and Declarant.

To the extent required by the Condominium Law, the Unit Owner shall appropriately amend the Master Deed and the Condominium Plans to reflect the completion of any such work. Such an amendment shall not require the consent or approval of any other Unit Owners or of the Board of Trustees. The costs and expenses of any such amendment shall be the sole responsibility of the Unit Owner of the affected Unit.

Notwithstanding the foregoing, no Owner of any Unit may make any changes, or modifications of the exterior of said Unit or any other interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the Buildings or their services.

C. General Third Party Easements And Rights

The Property which constitutes the Condominium is subject to certain easements and restrictive conditions of record running in favor of the United States of America (Dept. of the Air Force), which easements and restrictive conditions are recorded with the Middlesex South Registry of Deeds, at Book 7964, Page 200. The Property also abuts Hanscom Air Force Base, a U.S. military installation, and is subject to such general rights as may be inherent in the United States federal departments and agencies with jurisdiction thereover. Additionally, there are certain utility easements also of record.

5. Description of Common Areas and Facilities. Until the recording of subsequent Phasing Amendments to the Master Deed creating later Phases as described in Section 3 above, the common areas and facilities of the Condominium (hereinafter sometimes collectively, referred to as the "Common Elements") comprise and consist of the following, subject, however, in all cases to the rights of the Declarant reserved or set forth in this Master Deed and to the provisions hereof:

- (i) the Land and other common areas shown on the Condominium Plans;
- (ii) the foundations, structural columns, girders, lintels, beams, slabs, supports, braces, stairs and floor, ceiling and roof beams and joists and all structural

members appurtenant to such floor, ceiling and roof beams and joists, and exterior walls and roof of the Buildings, and other structural components of the Buildings, and as to any duplex Units shown as such on the Condominium Plans, the party, partition and common walls between such Units;

- (iii) stairways (exclusive of stairways located within the Units) and the mailbox areas for the Units, as such areas are shown on the Condominium Plans;
- (iv) underground utilities, sewer lines, conduits and related facilities on the Property, subject to such easements as each Unit Owner may have as set forth herein;
- (v) all porches, decks, patios, terraces and/or balconies (including railings and lighting fixtures), steps, driveways, walkways, parking areas, roads and other improved or unimproved areas not within the Units, subject to the exclusive right and easement for use of porches, decks, patios, terraces and/or balconies appurtenant to those Units having direct access thereto, as hereinbefore provided;
- (vi) all snow blowers, tools, equipment and other items of personal property owned by the Condominium Trust and utilized in connection with the maintenance or operation of the Condominium;
- (vii) exterior lighting devices and wires and poles servicing the same;
- (viii) the yards, lawns, gardens, courtyards, pathways, walking paths, if applicable, all as are shown on the Condominium Plans, subject to the exclusive right and easement for the use of yard areas appurtenant to those Units having direct access thereto, as hereinbefore provided;
- (ix) the public water/sewer connections on the Property; and
- (x) such additional common areas and facilities as may (a) be shown on the Condominium Plans as Common Elements or (b) be defined in the Condominium Law and located from time to time on the Property.

There is specifically excluded from the Common Elements (i) any of the matters described above in this Section 5 within the description of the Units as hereinbefore set forth (ii) until the happening of one of the Events described in Section 3 above, any and all Buildings located beyond Phase I Area shown on the Site Plan and not theretofore phased into the Condominium by a Phasing Amendment, which said Buildings shall remain the property of and shall be maintained and controlled by the Declarant, and (iii) the exclusive rights and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be

fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all Units by the Declarant, until such time as all Units have been sold and conveyed by Declarant to third parties (other than to any successor or assign of Declarant). Notwithstanding the foregoing, said Common Elements are subject to such other exclusive rights, easements and limitations of use contained in other portions of this Master Deed or as may be hereinafter established in accordance with the provisions hereof.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other interest.

The Board of Trustees may from time to time prescribe rules and regulations regarding the use of the parking spaces within the common areas of the Condominium. The parking areas shall be maintained, repaired and replaced, as necessary, at the sole cost and expense of the Condominium Trust.

In addition, certain storage areas or cubicles may be constructed by the Declarant in the common areas. If such is the case, the same may be assigned for the exclusive use by Declarant to certain Unit Owners, or to the Board of Trustees, by deed or other instrument of assignment.

6. Assessments Relative to the Common Elements/Percentage Interest. The Common Elements shall be maintained, operated, repaired and replaced as necessary by the Board of Trustees, and all costs and expenses thereof shall be assessed among the Unit Owners and certain others in accordance with the terms of the By-Laws and the Rules and Regulations, according to the following (other than such costs and expenses assessable to particular Unit Owners and/or the Declarant as hereinabove set forth).

All costs and expenses incurred in the maintenance and operation (including utility and cleaning costs) applicable to the Common Elements, and the repair and/or replacement thereof shall be borne solely by the Owners of the Units. The percentage share of the costs and expenses referred to in this paragraph for each owner of a Unit shall be based on each Unit's Percentage Interest (as defined below), computed by multiplying the whole of such costs and expenses by each Unit's Percentage Interest. Notwithstanding anything to the contrary contained herein or in the By-Laws and Rules and Regulations, there is hereby reserved to the Unit Owners, acting solely by and through the Board of Trustees, the exclusive right to maintain, repair, operate and/or replace interior non-structural portions of the Common Elements, provided the same is done in a good and workmanlike manner, in accordance with all applicable legal and warranty requirements, and in a manner which is consistent with the architectural integrity and first-class appearance and the operation of the Condominium..

Each Unit in Phase 1 of the Condominium shall be entitled to the percentage of undivided interest in the Common Elements (the "Percentage Interest") as set forth in Exhibit "E-1" attached hereto and incorporated herein by reference, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase containing additional Units (the "Additional Units") pursuant to the provisions of Sections 3 and 7B of this Master Deed, the Percentage Interest to which Phase 1 Units (and Units added by way of previously recorded Phasing Amendments) are entitled shall be reduced accordingly and the Percentage Interest to which Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units then in legal existence which has been determined based on the schedule attached hereto as Exhibit E.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of the Condominium Law. In addition to all provisions of Section 5(d) of the Condominium Law, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations.

7. Occupancy and Use of Condominium. The purposes for which the Condominium, the Units, the Common Elements and all other facilities of the Condominium are intended to be used are as follows, the following to be at all times consistent with the conditions of the Special Permit and other material municipal authorizations and restrictions:

A. Occupancy and Use by Unit Owners.

(i) *Single Family Use:* Each of the Units is intended to be used solely for single family residence purposes (occupancy by not more than one (1) family unit or two (2) unrelated persons (and home office use, recreation, and other ancillary uses thereto, as permitted and restricted under all zoning bylaws and regulations, including the Special Permit), subject to all restrictions set forth herein, in the By-Laws and in the Rules and Regulations; provided, however, that until all of the Units have been sold by the Declarant, any Unit owned by the Declarant may be used as a model for display and/or as offices for purposes of construction, sale or leasing of Units, or for other similar purposes, as set forth in this Master Deed.

(ii) *Intentionally Deleted.*

(iii) *Common Elements.* The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the permitted use and occupancy of Units; provided, however, that until all of the

Units have been sold by Declarant, the Common Elements may be used for purposes which are incident to Declarant's construction, development and marketing efforts.

(iv) *Garages.* The attached garages (comprising a part of the Unit) and other designated parking areas (comprising part of the Common Elements) shall be used solely for the parking (and not for the servicing, repairing and/or maintaining) of duly registered and operated passenger cars and vehicles (including without limitation, sport utility vehicles and light trucks as further provided in the Condominium Trust), motorcycles or mopeds (and not for heavy trucks, construction vehicles or equipment or other vehicles or items, including boats, trailers, campers and the like, except with the prior written permission of the Board of Trustees), subject in all events to the Rules and Regulations and all other rules and regulations promulgated from time to time with respect thereto. The following shall not be deemed to preclude non-commercial maintenance or repair work on any permitted vehicles within the confines of the garages, so long as such work does not create excessive noise or nuisance to others. Parking is only permitted in the Unit garages and in designated parking areas on the Common Elements

(v) *Prohibitions/Restrictions On Leasing.* With the exception of a first mortgagee of a Unit who obtains title to or possession of a Unit following a default in such mortgage through a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure and, with the exception of Approved Leases (as hereinafter defined), no Unit Owner shall be permitted to rent, lease or grant a license in or to his Unit. Units shall be occupied solely by the Owners thereof, their immediate families and temporary gratuitous guests. No arrangement whatsoever shall be entered into, whether written or oral, for the occupancy in whole or in part of any Unit by anyone other than the Owner thereof, and his immediate family and temporary gratuitous guests. In no event shall the foregoing or any language set forth above prohibit or otherwise restrict an Owner from having the ability to have his/her/their Unit occupied by a domestic employee. The foregoing provisions hereof shall not preclude the uses to which the LexHab Unit as set forth in section 4A(iii)(a) hereof are to be dedicated; all provisions with respect thereto taking precedence over any contrary restrictions herein.

Notwithstanding the foregoing provisions of this subsection (v), a Unit Owner may lease his/her/their entire Unit for a period of not less than (12) consecutive months, provided that prior written approval of the Board of Trustees has been obtained, which such approval shall not be unreasonably withheld or delayed (the "Approved Leases"). Any lease agreement submitted to the Board of Trustees for approval shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Master Deed, the Condominium Trust and the Rules and Regulations, and that failure by the lessee to comply with the terms of such documents shall be a default under such lease. In the event of such a default, the Board of Trustees or any Officer designated by the Board of Trustees or any Officer designated by the Board shall have the power as attorney-in-fact for the Unit Owner to terminate the Lease and bring summary eviction proceedings against the tenant if such default is not cured within seven

(7) days after the sending of written notice, which such notice shall be sent by the Board of Trustees simultaneously to the Unit Owner and the tenant. All leases are required to be in writing and a copy of the proposed lease shall be delivered to the Board of Trustees for approval prior to occupancy of a Unit by the lessee(s) under each such lease. The Board of Trustees may, but shall not be required to, provide a suggested standard form of lease for use by the Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit (approved as aforesaid), provide a copy thereof to the Board of Trustees. The provisions of this subsection (v) shall not apply to the Declarant.

(vi) *Prohibition On The Conduct Of Business.* No business activities of any nature shall be conducted in any Unit, unless otherwise permitted by an instrument in writing duly executed by the Declarant or the Board of Trustees, provided, however, that the Owner of a Unit may use one (1) room in his Unit as a home office for professional offices accessory to a residential use, so long as such accessory use, including, without limitation, the amount of foot and vehicle traffic or volume of mail to the Unit or the noise level from the Unit or in connection with the use of the Unit as permitted hereunder, does not become an annoyance or nuisance to, or interfere with, the rights, comforts or conveniences of other Unit Owners or occupants and provided further that such actual uses are permitted under all zoning bylaws and regulations including the Special Permit.

(vii) *Nuisances.* No nuisances shall be allowed on the Property nor any use or practice which is a source of annoyance to its residents or which interferes with the peaceful possession of the Property by its residents.

(viii) *Restrictions On Pets.* Up to a maximum of two (2) cats or dogs (in total) may be kept in a Unit provided, however, in any event, no pet animals shall be kept in any Unit in such number or of such type as to be noisome or offensive to occupants of the other Units at the discretion of the Board of Trustees. Any pet animal permitted to be kept in any Unit shall be under the control of its owner whenever it is on the Property outside the interior of any Unit. At the sole judgment of the Board of Trustees, upon complaint made by any Unit Owner or occupant as to the noisomeness, or offensiveness of any pet and upon notice by the Board of Trustees to the Owner of the Unit in which such pet is being kept, the Board of Trustees may, in their sole and reasonable discretion, impose conditions as to the keeping of such pet in the Unit, or require that such pet shall no longer be kept in such Unit. In all cases, allowed pets must be properly cleaned up after (including without limitation, the removal and proper disposal of waste products).

(ix) *Miscellaneous Maintenance.* All maintenance and use by Unit Owners of porches, decks, patios, terraces and/or balconies, as applicable, gardens, yards or courtyard(s), chimneys, fences, plants, driveways, walkways, roadways and other Condominium facilities over which said Unit Owners have control shall be done so as to preserve the appearance and

character the Condominium without modification. Without limiting the generality of the foregoing, none of the aforesaid areas shall be used for the storage of bicycles or any other item without the approval of the Board of Trustees (which such approval may be withheld in their absolute discretion); provided, however, plants and furniture (e.g. chairs, benches, umbrellas, tables and barbecues of such number, nature and type are actively used for residential purposes and as are in compliance with local laws, codes, rules and regulations) intended for outdoor use may be used or stored thereon in accordance with the Rules and Regulations, if such area is a rear yard area which is subject to the exclusive right and easement appurtenant to those Units having direct access thereto as hereinbefore provided.

(x) *Architectural Integrity/Uniformity.* The architectural integrity of the Buildings shall be preserved without modification, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Board of Trustees, no awning, screen, antenna, sign, banner or other device, and no exterior addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the exterior of any Unit, the Common Elements or any part thereof, nor shall the appearance of such exterior (including, without limitation, the exterior Unit doors, windows, door and window frames) of the Units or Buildings be changed.

(xi) *Legal Compliance.* No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed; and any violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners or the Board of Trustees, whichever shall have the obligation to maintain or repair such portion of the Property. In addition, each Unit Owner shall own and use his or her Unit in compliance with the Special Permit at all times.

(xii) *Driveways/Yards.* Each Unit shall have as appurtenant to the Unit the exclusive right and easement to use such side yard, rear/back yard and driveway as may be designated on the Condominium Plans, (i.e. specifically the individual Unit Plans comprising part of the Condominium Plans), and subject to the Condominium Association's obligations to repair the same and remove snow accumulations therefrom, shall generally maintain and keep-up that area in a manner consistent with the Rules and Regulations of the Condominium from time to time. Parking is only permitted in the garages and on designated parking areas on the Common Elements.

The restrictions set forth herein, in the By-Laws or in the Rules and Regulations shall be for the benefit of the Unit Owners and the Board of Trustees, shall be enforceable solely by the Board of Trustees and shall, insofar as permitted by law, be perpetual (and to that end may be extended by the Board of Trustees at such time or times and in such manner as permitted or

required by law for the continued enforceability thereof). No Unit Owner shall be liable for any breach thereof, except such as occur during his or her ownership of such Unit.

The Board shall have, in addition to all other rights and remedies it may have pursuant to this Master Deed, the By-Laws, the Rules and Regulations or any law, the power to levy fines against Unit owners in accordance with the terms of the By-Laws, including, without limitation, enforcement rights of the Board of Trustees thereunder, for violations of restrictions and requirements respecting the use and maintenance of the Units and the Common Elements set forth in this Master Deed, the By-Laws, or the Rules and Regulations. In the case of persistent violation of such restrictions, requirements or Rules and Regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to such restrictions, requirements or Rules and Regulations.

B. Declarant's Rights.

Notwithstanding the foregoing provisions of this Section 7 or of any other provisions of this Master Deed, the Declarant, exclusive of any Unit Owner or Owners, the Condominium Trust, or any other third parties may, for Declarant's own account and purposes (as to which the Declarant shall not stand in a fiduciary relationship to the Unit Owners or the Condominium Trust): engage in the following activities for such time and duration after the recording of this Master Deed as Declarant shall deem necessary:

- (i) *Permitted Leasing.* Declarant may lease any Units which are owned by it;
- (ii) *Use As Models, Etc.* Declarant may use any Units owned or leased by it as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, meetings, sale or leasing of Units;
- (iii) *Completion Of Construction And Easements.* Declarant may proceed, together with its contractors and other appropriate personnel, to perform or complete any construction, landscaping or the like in or to any of the Units or Common Elements, including any renovations, finishing work or the like in or to any Units to be done by the Declarant, and including all work on the addition of any Units and Common Elements as contemplated by the Site Plan; along with exercise of all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed (and there is expressly reserved to the Declarant hereby an easement on, over, across, under and through the Property for such purposes as hereinafter provided in Section 8 hereof);

(iv) *Discretionary Reconfiguration.* Declarant may connect Units with each other for the purpose of creating a larger single Unit. To the extent that the Condominium Law requires such modifications to such Units be reflected in an amendment to this Master Deed (including any exhibit hereto) or the Condominium Plans, or both, Declarant may amend this Master Deed (and any such exhibit hereto) or the Condominium Plans, or both, without the consent of any other Unit Owner. The resulting Unit shall have all of the rights and obligations appurtenant to the separate Units which were combined as well as such other special easements and rights as the Declarant may grant in any common areas and facilities exclusively adjoining or serving the combined Unit (the Declarant hereby reserving the right so to grant such other special easement rights and there is expressly reserved to the Declarant hereby an easement on, over, across, under and through the Property for such purposes as hereinafter provided in Section 8 hereof);

(v) *Addition Of Units To The Condominium.* As aforesaid in Section 3, Declarant, in its sole discretion at any given time, may, and hereby expressly reserves the right to, create, construct and add to the Condominium any additional Units (including without limitation driveways, pathways, parking areas, buildings and other appurtenances) as may be consistent with the Site Plan and the Special Permit (i.e. up to a maximum 16 Units); by means of amendment to the Master Deed as set forth in Section 8 hereof; and there is expressly reserved to the Declarant hereby an easement on, over, across, under and through the Property for such purposes as hereinafter provided in Section 8 hereof, and an easement in and to the Common Elements in favor of any and all Units which are added to the Condominium. Declarant, in its sole discretion at any given time, may, and hereby expressly reserves the right to add said additional Units to the Condominium by amendment to this Master Deed (as it may have been previously amended) as contemplated in Section 3 hereof, and may do so in one or more separate Phases (consisting of one or more Units in each phased addition, in any order, in Declarant's sole discretion). Notwithstanding the foregoing rights to do so, Declarant shall not be obligated to make any additions or record any Phasing Amendments to the Master Deed whatsoever, and Declarant makes no representations with respect thereto and shall suffer no liability by its election to refrain. Improvements in any subsequent Phases shall be substantially completed and "as-built" plans for the Units being added shall be filed as required by the Condominium Law and such later phased additions shall be of a quality not materially less than the quality of construction of the Units and improvements constituting the Condominium at the outset. In connection therewith, the Declarant shall also have such rights, easements and reservations set forth in Section 3 above. Once added by a Phasing Amendment, any and all Units so

added shall have all the rights, privileges and obligations (from the date of recording said Phasing Amendment(s)) as those of the Units then existing at such time.

8. Amendment of Master Deed. Except as set forth in any other Section hereof specifying a higher percentage, or in Section 3 above relating to Phasing Amendments, and consistent with the requirements hereof for mortgagee approvals, this Master Deed may be amended (a) by the vote of at least seventy-five percent (75%) of the undivided interests in the Common Elements of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws or, in lieu of a meeting, any amendment hereof may be approved in writing by seventy-five percent (75%) of the undivided interest in the Common Elements of all Unit Owners, (b) signed and acknowledged by a majority of the Board of Trustees, and (c) duly recorded with said Deeds; provided, however, that:

A. So long as the Declarant owns one (1) or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases to the Condominium, no instrument of amendment shall be of any force or effect until the same has been assented to in writing by the Declarant;

B. No instrument of amendment which alters the percentage of the undivided interest in the Common Elements to which any Unit or Unit Owner is entitled shall be of any force or effect unless the same has been signed by the Owners of all of the Units of the Condominium (subject however to the advance consent conferred under terms and conditions of Sections 3 and below in the last sub-paragraph of this Section);

C. 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 Unit Owner of the Unit so altered;

D. No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon shall be of any force or effect unless the same has been assented to by the holder thereof;

E. No instrument of amendment which alters this Master Deed in any manner that would render it contrary to or inconsistent with any requirements or provisions of the Condominium Law shall be of any force or effect; and

F. No such instrument shall be of any force or effect unless and until the same has been recorded in the Registry of Deeds within six (6) months after the requisite vote of the Unit Owner and the Board of Trustees, and the requisite assent of first mortgagees (within that six (6) month period) has taken place.

Notwithstanding the foregoing provisions of this Section 8, the Declarant shall have, and does hereby expressly reserve, the right, without the consent of any Unit Owner or Unit Owner's mortgagee, to amend, if necessary, this Master Deed at any time or times within the period (the "Transfer Period") commencing upon the date of recording hereof and expiring on the Transfer Date (as such term is defined in the Condominium Trust set forth in Article II Section 4) so as to:

- (i) complete construction work on the Condominium (expressly excluding, however, any work on the sold Units) comparable to the quality, style and finish of the existing work on the Condominium,
- (ii) to meet the requirements of any government or quasi-governmental body or agency, or the underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender,
- (iii) to correct typographical or clerical errors or to cure any ambiguity, inconsistency, or formal defect or omission,
- (iv) as aforesaid in Section 3, to add additional Phases as hereinbefore provided and fully effectuate any of the Declarant's Reserved Rights as set forth in Sections 3 and 7B hereof, or
- (v) meet any requirements of the Massachusetts Department of Environmental Protection, Lexington Planning Board or other governmental authorities. In addition, there is hereby granted and reserved to the Declarant during said Transfer Period, the right, license, privilege and easement on, over, under and through the Property for access to and construction of said work. Any such amendment proposed by Declarant during the Transfer Period shall, in any event, be subject to the provisions of Paragraphs B through F of this Section (i.e., no changes shall affect the sold Units without the written consent of the Unit Owner(s) of the Unit(s) so altered). Any such amendment shall be executed by the Declarant and shall contain all of the particulars required by the Condominium Law, and from and after the recording of such amendment, the Condominium shall include the Units and Common Elements following completion of any such construction work by Declarant. In the event of any changes to the unsold Units as herein described, the 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 shall be set forth in any such amendment creating such changes, together with plans of those Units prepared in accordance with the Condominium Law. No amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

the Condominium Law. No amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Further, notwithstanding any other provisions of this Master Deed to the contrary, and as aforesaid in Section 3, by acceptance and recording of its individual Unit Deed, each Unit Owner hereby irrevocably expressly consents in advance to the addition of Units to the Condominium by the Declarant's recording of one or more Phasing Amendments to this Master Deed as contemplated in Sections 3 and 7B hereof; and duly appoints Declarant (acting by and through its agents) as the Unit Owner's attorney in fact to execute any and all documents on its behalf as may be necessary evidencing the conclusive consent to said Phasing Amendments and to the changes in the Units' Percentage Interests effected thereby.

9. Determination of Percentages in Common Elements. As aforesaid in Section 6 above, the Percentage Interest of each respective Unit in the Common Elements has been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on the date hereof. By acceptance and recording of its individual Unit Deed, each Unit Owner hereby irrevocably expressly consents in advance to the addition of Units to the Condominium by the Declarant's recording of one or more Phasing Amendments to this Master Deed as contemplated in and as aforesaid in Sections 3 and 7.B and to the resulting changes in each Unit's Percentage Interest effected thereby based upon the aforesaid methodology for such determination as set forth above and in said Section 6.

10. Organization of Unit Owners. The entity through which the owners of Units (the "Unit Owners") will manage and regulate the Condominium established hereby is a trust, known as OLDE SMITH FARM CONDOMINIUM TRUST (the "Condominium Trust"). The Condominium Trust has been formed and has enacted by-laws (the "By-Laws") pursuant to and in accordance with provisions of the Condominium Law, which are set forth in the Condominium Trust recorded herewith. The initial mailing address of the Condominium Trust is c/o Stabile Homes At Lexington, Inc., 160 - 170 Wood Street Lexington, Mass., until said Transfer Period has occurred. Thereafter, the address shall be as designated by the Board of Trustees. The name of the original and current Trustee of the Condominium Trust (the "Board of Trustees") is Stabile Homes At Lexington, Inc. Said Condominium Trust established that all Unit Owners in the Condominium hereby establishes shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium Trust shall be the same percentage interest as his percentage of undivided interest in the Common Elements as established by this Master Deed.

11. 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 encroachment shall occur hereafter as a result of (a) settling of all

or a portion of any Building or Buildings, (b) alteration or repair to the Common Elements made by or with the consent of the Board of Trustees, (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for each encroachment and for the maintenance of the same so long as the Building(s) in which the encroachment occurs shall stand.

12. Pipes, Wires, Flues, Ducts, Chutes, Cables, Conduits, Public Utility Lines and Other Common Elements 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, chutes, flues, cables, conduits, utility lines and other Common Elements located in any of the other Units and serving such Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, chutes, flues, cables, conduits, utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Trustees shall have, at reasonable times and after reasonable advance notice (except in the event of an emergency), an unlimited right of access to each Unit, and to any porch, deck, patio, terrace and/or balcony, yard, garden, courtyard, driveway, chimney or other Common Element appurtenant thereto, to inspect the same, to remove violations therefrom, and to maintain, repair or replace any Common Elements contained or appurtenant therein or thereto, or elsewhere in the Buildings. The Board of Trustees may, for such purpose, require each Unit Owner to deposit a key to his Unit with the Board of Trustees

13. Title to Units Acquired by the Board of Trustees. In the event that the Board of Trustees shall acquire title to a Unit in the Condominium, together with the interests appurtenant to such Unit, then title shall be held by the Board of Trustees, or its designee, on behalf of all Unit Owners, in proportion to their respective Percentage Interests.

14. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, each Unit deed, the By-Laws and all Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed to a Unit, or the entering into occupancy of any Unit, shall constitute an agreement that (a) the provisions of this Master Deed, the Unit deed, the By-Laws and the Rules and Regulations, as each of them may be amended from time to time, are accepted and ratified by such owner, visitor, servant or occupant, and all of such provisions thereof shall be deemed and taken to be covenants running with the Property 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 or lease thereof, and (b) any violation of the provisions of this Master Deed, the Unit deed, the By-Laws or the Rules and Regulations by any such person shall be deemed to be a substantial violation by such person and by the owner of such Unit.

15. **Adjustment in Price of Unsold Units.** Declarant reserves the right, in order to facilitate the sale and marketing of Units and to reflect and accommodate the cost of improvements made to Units or to the Condominium, to increase or decrease the price of unsold Units subsequent to the date hereof, provided that no such adjustment shall:

(i) increase or decrease the price of any Unit which is subject to an existing, executed purchase and sale agreement; or

(ii) increase the undivided percentage interest of any Unit in the Common Elements without the consent of the owners of all Units and the holders of mortgages with respect thereto.

16. **Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.** Reference is hereby made to Article XV of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

17. **Invalidity.** The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity or enforceability 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 provisions were not included herein.

18. **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.

19. **Captions.** The captions herein are inserted only for convenience and reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

20. **Gender.** The use of the masculine gender in this Master Deed shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, wherever the context so requires.

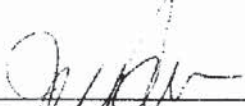
21. **Conflicts.** This Master Deed is intended to comply with the requirements of the Condominium Law. In case any of the provisions herein contained conflict with the provisions of the Condominium Law, the provisions of the Condominium Law shall control.

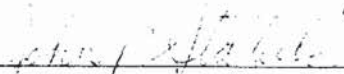
22. **Definitions.** All terms and expressions herein used which are defined in the Condominium Law shall have the same meanings herein as set forth in the Condominium Law.

23. Declarant. The term "Declarant" as used in this Master Deed shall mean and include the successors and assigns of Declarant, but a purchaser of a Unit shall not be deemed a successor or assign of Declarant, except as and to the limited extent the Unit deed so provides.

IN WITNESS WHEREOF, the Declarant has caused this Master Deed to be executed under seal as of this 27 day of July, 2002.

STABILE HOMES AT LEXINGTON, INC.

By: 
Name: John Pavan
Its duly authorized President

By: 
Name: John P. Stabile II
Its duly authorized Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 27, 2002

Then personally appeared the above-named John Pavan, duly authorized President of Stabile Homes At Lexington, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Stabile Homes At Lexington, Inc., before me.



Notary Public
My Commission expires:

MARILYN PETERMAN, Notary Public
My Commission Expires July 21, 2004

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 27, 2002

Then personally appeared the above-named John P. Stabile II, duly authorized Treasurer of Stabile Homes At Lexington, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Stabile Homes At Lexington, Inc., before me.



Notary Public
My Commission expires:

MARILYN PETERMAN, Notary Public
My Commission Expires July 21, 2004

OLDE SMITH FARM

EXHIBIT A

A certain tract of land with improvements thereon located in Lexington, Massachusetts being shown on a plan of land entitled Site Development Definitive Plan, Property Rights and Dimensional Standard Plan, dated May 5, 1999, prepared by James R. Keenan PLS and recorded as Plan No. 1186 of 2000 in Middlesex South District Registry of Deeds, Book 31953, Page 399, as follows:

Beginning at a point on the westerly side of Wood Street, which point is the southeasterly corner of the within described premises, thence

South 54° 13' 14" West along land now or formerly of Schumacher, Jr. a distance of 36.04 feet to a point; thence

South 51° 26' 55" West along land now or formerly of Schumacher, Jr. a distance of 236.57 feet to a point, thence

North 27° 45' 35" East along land now or formerly of Fertitta, distance of 140.01 feet to a point; thence

South 51° 00' 31" West along lands now or formerly of Fertitta and Tsai a distance of 144.87 feet to a drill hole; thence

North 42° 15' 42" West a distance of 446.91 feet to a point; thence

North 49° 44' 10" East a distance of 404.15 feet to an iron pin; thence

North 79° 03' 50" East a distance of 191.84 feet to a point; thence

South 36° 51' 50" East a distance of 9.82 feet to a point; thence

South 08° 13' 45" West along land now or formerly of Anthony and Hoffman, a distance of 90.34 feet to a point; thence

South 81° 46' 15" East along said land of Anthony and Hoffman, a distance of 188.01 feet to a point along the westerly line of Wood Street; thence

South 3° 13' 45" West along said westerly line of Wood Street a distance of 44.88 feet to a point; thence

By a curve to the left having a radius of 781.84 along said westerly line of Wood Street, a distance of 66.36 feet to an iron pin; thence

South 84° 20' 40" West along land now or formerly of Appleman, a distance of 136.84 feet to an iron pin; thence

South 01° 24' 40" East along said Appleman land, a distance of 128.68 feet to an iron pin; thence

South 23° 53' 10" East along said Appleman land, a distance of 52.78 feet to a drill hole; thence

North 51° 05' 20" East along said Appleman land, a distance of 144.01 feet to a point on the westerly side of Wood Street; thence

By a curve to the left having a radius of 781.84 along Wood Street a distance of 150 feet to the point of beginning.

Being lots 1, 2, 5, 6, 7 and 8, Road "A", Road "B" and Common Open Space" as shown on said plan.

For Declarant's title see deed dated February 27, 2001, registered as Document #1164012 in the Middlesex South District Office of the Land Court as Certificate of Title No. 220783, Book 1234, Page 33. The portion of Lot 14 that is registered is shown as Lot 41 on Land Court Plan 6686Z filed with the Middlesex South District Office of the Land Court, the portion of Lot 15 that is registered is shown as Lot 40 on said plan.

Subject to and together with all easements, restrictions, and other matters of record, if any, to the extent they may be in force and applicable.

Witness my hand and seal of the County of Middlesex, Massachusetts, this 11th day of May, 2001.

OLDE SMITH FARM

EXHIBIT B

The buildings to be added in additional future phases shall be described in future amendments to the Master Deed by addition of Exhibit B.

The buildings currently included in Phase I are as shown on the site plans and described in Exhibits C and D hereto.

OLDE SMITH FARM CONDOMINIUM
EXHIBIT C
(DESCRIPTION OF BUILDINGS – PHASE 1)

Buildings:

See Site Plan for specific location of each of the six (6) Units constituting "Phase 1".

Specifically, Units 1, 2, 5, 6, 7 and 8 as shown on the Site Plan are included in "Phase 1".

Number of Stories:

Each of the Phase 1 Buildings are 2 to 2 ½ stories, and are built on a concrete foundation and slab.

Units 1 & 2 are 2 ½ Stories

Units 5 & 6 are 2 Stories

Units 7 & 8 are 2 Stories

Principal Materials of Construction:

Each of the Buildings are constructed of wood frame structure, wood siding and asphalt shingle roofing.

OLDE SMITH FARM

EXHIBIT D

(DESCRIPTION OF UNITS - ALL PHASES)

Unit No.	Approx. Area (Sq. Ft.)	Vestibule	Kitchen	Dining Room	Great Room	Den	Gathering Room	Loft	Bedroom	Bathroom	Enclosed Garage Spaces
1	2,246	1	1	1	1	0	0	1	2	2.5	1
2	2,117	1	1	1	1	0	0	1	2	2.5	1
3	2,192	1	1	1	1	0	1	0	3	2.5	2
4	2,366	1	1	1	1	1	0	0	3	2.5	2
5	2,259	1	1	1	1	0	0	1	3	2.5	2
6	2,186	1	1	1	1	0	0	1	3	2.5	2
7	2,688	1	1	1	1	0	1	0	3	2.5	2
8	2,558	1	1	1	1	0	1	1	2	2.5	2
9	2,667	1	1	1	1	0	1	1	3	2.5	2
10	2,414	1	1	1	1	1	1	1	3	2.5	2
11	2,221	1	1	1	1	0	1	0	3	2.5	2
12	2,221	1	1	1	1	0	1	0	3	2.5	2
13	2,688	1	1	1	1	0	1	0	3	2.5	2
14	2,303	1	1	1	1	1	1	0	2	2.5	1
15	1,589	Shared	1	1	1	0	0	0	2	1.5	1
16	1,296	Shared	1	1	1	0	0	0	2	1.5	0

NOTES:

1. Approximate square footage does not include decks, porches, patios, terraces, balconies, basements, but does include garages (as applicable).
2. All Units are immediately accessible to exterior common areas immediately adjacent to such Unit, all as shown on the Condominium Plans recorded with this Master Deed.
3. Each Unit has a garage attached, except Unit 16 (which has no garage) and Units 1 and 2 (which have garages beneath the Units).
4. Each Unit has a mechanical area in the basement or attic areas.
5. Unit numbering corresponds to the Site Plan.
6. Units 15 and 16 have a vestibule which is shared by only those two units.

OLDE SMITH FARM

EXHIBIT E-1

(PERCENTAGE INTEREST IN COMMON ELEMENTS -

**PHASE I
(July , 2002)**

Unit No.	Percentage Interest
1	15.749
2	15.237
3	later phase
4	later phase
5	16.389
6	17.029
7	17.798
8	17.798
9	later phase
10	later phase
11	later phase
12	later phase
13	later phase
14	later phase
15	later phase
16	later phase
	100.000

OLDE SMITH FARM

EXHIBIT E

(PERCENTAGE INTEREST IN COMMON ELEMENTS –

ALL PHASES

(Upon Final Development Completion)

Unit No.	Percentage Interest
1	5.691
2	5.506
3	6.893
4	7.171
5	5.922
6	6.153
7	6.431
8	6.431
9	8.189
10	8.004
11	6.523
12	6.523
13	6.523
14	6.246
15	3.959
16	3.835
	100.000