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MASTER DEED

OF

WESTVALE MEADOW CONDOMINIUM

Westvale Meadows, Inc., a Massachusetts Corporation of 9 Pond Lane, Concord, Massachusetts (hereinafter sometimes referred to as "Declarant"), being the sole owner of certain premises in Concord, Middlesex County, Massachusetts, having frontage along Main Street as more particularly described in Section 2 below, by duly executing and recording this Master Deed, does hereby submit said land with the building and improvements erected thereon and all easements, rights and appurtenances belonging thereto (hereinafter the "Premises") to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and proposes to create and does hereby create a condominium (hereinafter the "Condominium"), to be governed by and subject to the provisions of said Chapter 183A, and to that end declares and provides as follows:

1. Name: The name of the Condominium shall be "Westvale Meadow Condominium."

2. Description of Land: The Premises comprise that parcel of land with building thereon in Concord, Middlesex County, Massachusetts situated on Main Street and described as set forth in Exhibit A attached hereto and by this reference made a part hereof.

The Declarant hereby reserves the right to itself, its successors and assigns the right of access to and over the roads as shown on the Master Deed Site Plan, including the right to pass and repass with farm machinery to and from Area B as shown on said Plan. The Declarant further reserves the right to use said Area B for all farming purposes.

Said premises are also subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements and appurtenant rights of record, if there by any, insofar as the same may now be in force and applicable.

3. Description of Building: The Condominium is comprised of four buildings having two stories and comprising sixteen Units and one gatehouse. One of these units shall be conveyed to the Concord Housing Authority with the rights and restrictions set forth in the Declaration of Restrictions dated July 12, 1989 recorded with Middlesex South Registry of Deed Book 19961 Page 311 and the Amendment to Declaration of Restrictions dated April 24, 1990 to be recorded herewith and also those in Sections 8 and 9 herein. Four of the remaining units shall be designated as moderate-priced housing for a period of 99 years with the rights and restrictions set forth in Sections 8 and 9 herein. The principal materials of which the Building is constructed are as follows: footings, foundations, and

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SEE PLAN IN RECORD BOOK 20558 PROJ 15
plans # 4 & 3

floors of wood; roof of wood frame with asphalt shingles; exterior walls of wood frame with wood clapboard siding. The location of said Building is shown on the Plans referred to in Section 7, below, and recorded herewith.

4. Description of Units: The designations, locations, approximate areas, number of rooms, immediately accessible common areas, and other descriptive specifications of the Condominium Units are as set forth in Exhibit B attached hereto and as shown on the Plans referred to in Section 7, below, and recorded herewith.

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

- A. Floors: The plane of the floor surface.
- B. Ceilings: The plane of the lower surface of the trusses.
- C. Interior Building Walls Between Units: The plane of the surface facing such Units of the wall studs.
- D. Exterior Building Walls: The plane of the interior surface of the wall studs and the plane of the surface of the foundation.
- E. Windows: The exterior surface of the glass and the interior surface of the window frames or, if there are any screens or storm windows outside the exterior surface of the glass, the exterior surface of such screens or storm windows.
- F. Doors: The exterior surface of the doors utilized to provide ingress to and egress from each Unit.
- G. Chimney and Fireplace: The Upper Level Units shall have Option of installing Fireplaces within their units at the expense of the unit owner. The Unit owner shall have an easement through the attic area for the purpose of constructing and maintaining a chimney to the Interior of the building.

Each Unit shall have as appurtenant thereto, and conveyed together therewith, the following:

- A. The exclusive right and easement to use the driveway and walkways immediately adjacent to said units and designated as shown on the site plans hereinafter referred to and as designated in Exhibit B and the first deed of said Unit by the Declarant. The Westvale Meadow Condominium Trust is responsible for the maintenance and repair of said driveways and walkways.
- B. The exclusive right and easement to use and occupy the screened porches or patio areas adjacent to said Units as shown on the site plans hereinafter referred to. The porch and patio areas are subject to the By-Laws, rules, regulations and provisions of this Master Deed of the Westvale Meadow Condominium to the same extent as are the Units to which they are appurtenant. The Westvale Meadow Condominium Trust is responsible for the maintenance and repair of said patios. The Unit owner shall be responsible for the screens and flooring of the said porches.

All exclusive rights and easements of use appurtenant to a Unit, including, without limitation, the porch, the patio, and the driveway, shall be conveyed only with the Unit to which said rights are appurtenant, shall not be severable from such Unit, and shall be deemed conveyed or encumbered with such Unit even though such interests are not expressly mentioned or described in the conveyance, mortgage, or other instrument affecting such Unit.

5. Description of Common Areas and Facilities: The common areas and facilities of the condominium (hereinafter sometimes "Common Areas") comprise and consist of the following:

- A. The above-described land with the benefit of and subject to all rights easements, restrictions, reservations, agreements and appurtenances of record so far as the same may not be in force and applicable.
- B. All yards, lawns, access ways, gardens, patios, walkways, sidewalks, driveways, parking areas, gatehouse and other areas not within the boundaries of the Units as defined in this Master Deed, whether or not improved; provided, however, that each Unit shall have as appurtenant thereto the exclusive right and easement to use the driveway, walkways, screened porch and patio area, shown on the Plans, as designated in the first deed of such Unit by the Declarant.

- C. All retaining walls, fences, walks, steps, sills, lighting fixtures, and plants.
- D. All areas of the Building and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed and without limiting the generality of the foregoing:
- i. All foundations, footings, structural columns and elements, studs, supports, beams, girders, joists, concrete floor slabs, roof, fire escapes, gutters, drainage downspouts, and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not a part of any Unit.
 - ii. All facilities and installations outside the Units for services such as power, light, heat, air conditioning, gas, telephone, hot and cold water, waste pipes and waste disposal including all equipment appurtenant thereto.
 - iii. All sewer and drainage pipes, septic tanks, or other sewage disposal facilities, including all equipment appurtenant thereto.
 - iv. Installation of central services including all equipment appurtenant thereto, excluding equipment contained within and servicing a single Unit.
- E. All conduits, ducts, pipes, plumbing, wiring, electric meters, rubbish closets, cables, utility lines, telephone lines, and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Trustees of Westvale Meadow Condominium Trust for maintenance, repair and replacement of the like; all other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building.
- F. All other items listed as common areas and facilities in Massachusetts General Laws, Chapter 183A, as amended, and located on the Premises.

6. The owner of each Unit shall own an undivided interest in the common areas and facilities of the Condominium in the percentage set forth for such Unit in Exhibit B attached hereto and by this reference made a part hereto and by this reference made a part hereof, which percentages have been calculated to reflect the approximate relation that the fair market value of each Unit on the date hereof bears to the present aggregate fair value of all Units. Said common areas and facilities, including those common areas and facilities to which Units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of the Westvale Meadow Condominium Trust and the By-Laws set forth therein, hereinafter referred to, and the rules and regulations promulgated pursuant thereto, with respect to the use and maintenance thereof. Unit owners shall have an unrestricted and perpetual right of ingress and egress to their Unit.

7. Floor Plans and Site Plan: Simultaneously with the recording hereof there has been recorded a set of floor plans of the Building, showing the layout, location, Unit numbers and dimensions of the Units, stating the name of the Building and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built. This plan is titled "Westvale Meadow Condominium Concord, MA., Scale 1/4" = 1' 5 May 1990," Donnelly Mangel Architects, Courtright House, 81 Newbury Street, Boston, MA. 02116, and consists of four pages. There has also been recorded with said floor plans, a site of plan of the Premises showing the boundaries of the land comprising the Condominium and the location of the Buildings and certain of the Common Areas. The site plan is entitled "Master Deed Site Plan of Land for Westvale Meadow Condominium in Concord, MA" prepared for Westvale Meadows, Inc., Scale 1" = 20' Dated April 19, 1990. (Said floor plans and site plan, together, are herein called the "Plans".)

8. Use of the Units: The Building and each of the Units are intended only for residential purposes. Once all Units have been sold by the Declarant or its successors, no use shall be made of any Unit except as a residence for a single family or for no more than four (4) persons unrelated by blood or marriage, and no Unit or any portion thereof shall be used as a professional office whether or not accessory to such residential use, except in the manner and to the extent hereinafter provided. No unit shall be used for any purpose prohibited by any law, rule, regulation or ordinance, if any, federal, state, or local governmental authority, or by any agency having jurisdiction over the land, the buildings or the condominium; or to keep any inflammable, combustible or explosive fluid, material, chemical or substance therein. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Westvale Meadow Condominium Trust and regulations which may be adopted pursuant thereto.

Units numbered 33-A, 33-B, 33-D and 32-A shall be designated as moderate priced housing as set forth in the Declaration of Restrictions dated July 12, 1989 recorded with Middlesex South Registry of Deeds Book 19961 Page 311 and the Amendment to Declaration of Restrictions dated April 24, 1990 to be recorded herewith.

Unit number 33-C shall be sold by the declarant to the Concord Housing Authority, a public body politic and corporate, but nothing herein shall limit or restrict the subsequent sale, lease or conveyance of said unit by the Concord Housing Authority in any respect not applicable to Units in general.

Declarant, or its successors, reserves the right to continue to maintain a sales office at the Westvale Meadow Condominium and to place signs on any unsold or unoccupied units, or in the common areas and/or grounds, until all units have been sold. Since it is anticipated that the condominium market will change during the sale period, the Declarant, or its successors, reserves the right to change the sales price of any unsold unit, except for the above designated Units during the 99-year period.

The Declarant or its successors, may lease units which have not been sold, and shall retain exclusive access to and use of any units prior to their initial sale for any lawful purpose necessary or incidental to the sale of condominium units, until the Declarant no longer owns any units in the condominium.

9. Restrictions on Use: The following restrictions are imposed on the use of the Building and the Units:

- A. No use shall be made of any Unit except as a residence for a single family or for no more than four persons unrelated by blood or marriage, and no Unit or any portion thereof shall be used as a professional or business office held out, used or advertised as a place for service to clients, customers, or patients; but a lawyer, physician, architect, engineer, accountant, business consultant or insurance agent residing in any such Unit may maintain therein an office which may be used for his personal professional use provided that no employees, clients, or persons other than a resident of such Unit shall engage therein in any such activities or assist him therein in engaging in any such activities.
- B. No Unit other than the Units designated Moderate Priced Dwelling Units, shall be rented, let, leased, or licensed for use or occupancy by others than the Owner thereof, unless the following conditions are complied with:

There shall be a written lease, which shall be explicitly made subject to the provisions of this Master Deed, the Westvale Meadow Condominium Trust, the By-Laws set forth therein, and the rules and regulations promulgated pursuant thereto, as they may severally be amended from time to time.

- C. In order to preserve the architectural coherence and integrity of the Building and the Units without modification, no awning, screen, storm window, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change (whether color, type of materials or otherwise) or replacement of any exterior light, window (other than the clear glass portion thereof), door, hardware or other exterior portion of a Unit shall be made, and no painting, attaching of decalcomania or other decoration shall be done on and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window, except with the written consent of the Trustees of the Westvale Meadow Condominium Trust. Each unit owner shall have the right to convert the garage into living space so long as they do not change the exterior of the unit. The Declarant reserves the right to allow Initial Buyers the option of having additional windows or fireplace chimneys added to the Southerly side of the buildings facing the meadow.
- D. Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans (subject, however, to the restrictions herein contained as to uses), or to prohibit the Owner of any Unit from modifying, removing or installing non-bearing walls which are not part of the Common Areas and which lie wholly within such Unit's interior or from remodeling the interior of such Unit, provided that any and all such work shall be done in a good and workmanlike manner and pursuant to a building permit duly issued therefore if required by law, and provided further that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Trustees of Westvale Meadow Condominium Trust together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing, which approval shall not be unreasonably withheld. The failure of the Trustees to act upon any

such written request within thirty (30) days shall be deemed to constitute approval thereof.

- E. Insofar as certain parking spaces are not conveyed with any Unit, they may be used, in accordance with such Rules and Regulations as said Trustees may from time to time establish, for occasional parking by Unit Owner's guests. The guest parking shall not be used by Unit Owners or their lessees. No commercial vehicles, boats or trailers shall be parked on the premises.
- F. No animal shall be kept or harbored in any Unit or in or upon any of the common areas and facilities of the Condominium of a type, of a disposition, or in a manner such as to cause a nuisance or interfere with the comfort, safety, convenience, or enjoyment of occupants of other Units, as determined by the Trustees of Westvale Meadow Condominium Trust in their sole and unrestricted discretion. All animals shall be suitably leashed or caged whenever they are on the Condominium premises outside the interior of any Unit, and the Trustees of Westvale Meadow Condominium Trust shall have the right to require the owner of any animal, or the owner or lessee of the Unit in which any animal is kept or harbored, to clean up after it and repair any damage caused by it, and said Trustees shall have the right to remove or require the removal from the Condominium premises of any animal which in said Trustee's sole and unrestricted discretion causes a nuisance or interferes with the comfort, safety, convenience, or enjoyment of occupants of other Units.
- G. No Unit shall be used or maintained in a manner which causes a nuisance or interferes with the comfort, safety, convenience, or enjoyment of occupants of other Units or contrary to or inconsistent with the provisions of this Master Deed, the Westvale Meadow Condominium Trust, the By-Laws of Westvale Meadow Condominium Trust or any rules and regulations from time to time promulgated pursuant thereto.

The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the Owners of the Units and the Trustees of the Westvale Meadow Condominium Trust, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required for the continued enforceability thereof. No Unit Owner shall be liable for any breach of

the restrictions contained herein except for any breach which occurs during the ownership of such Unit Owner.

10. Amendments: This Master Deed may be amended, subject to Section 16 hereof, by an instrument in writing signed by the Owners of record of Units entitled to seventy-five (75%) percent or more of the undivided interest in the common areas and facilities of the Condominium, which amendment shall become effective only when duly recorded with Middlesex South Registry of Deeds; provided, however, that:

- A. 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 owners of record of the Units contemplated to be altered thereby, and is assented to by the holders of any mortgage thereon;
- B. No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon shall be of any force or effect as against such mortgage unless the same has been assented to by the holder of such mortgage.
- C. No instrument of amendment which alters the percentage of the undivided interest in the common areas and facilities of the Condominium appurtenant to any Unit shall be of any force or effect unless the same has been signed by the owners of record of all of the Units and said instrument is recorded as an Amended Master Deed, and such amendment has been first assented to in writing by the holders of all mortgages affected thereby;
- D. No instrument of amendment which purports to increase or decrease or redefine the property defined herein as common areas and facilities of the Condominium shall be of any force or effect unless signed by the owners of record of all of the Units and said instrument is recorded as an Amended Master Deed, and such amendment has been first assented to in writing by the holders of all mortgages affected thereby;
- E. No instrument of amendment which alters the restrictions of any unit designated as a Moderate Price Dwelling Unit shall be of any force or effect so long as the condominium is in effect.
- F. No instrument of amendment shall be effective unless also signed by the Declarant or its successors, so long as the Declarant or its successors own any of the Units;

- G. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been recorded as hereinbefore provided within four (4) months after such date; and
- H. No provision of any instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.
- I. Amendments to the Master Deed that are material in nature shall require an instrument in writing signed by the Owners of record of Units entitled to seventy-five (75%) percent or more of the undivided interest in the common areas and facilities of the Condominium and signed by First Mortgagees representing fifty-one (51%) percent or more of the votes of the Unit Owners, unless Section 16 or other provisions of this Master Deed require a higher percentage vote of the Unit Owners and/or First Mortgagees.

Material changes would be:

voting rights;
 assessments, assessment liens, or subordination of assessment liens;
 reserves for maintenance, repair and replacement of common areas;
 responsibility for maintenance and repairs;
 reallocation of interests in the general or limited common areas, or rights to their use;
 boundaries of any unit;
 convertibility of units into common areas or vice versa;
 expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
 insurance or fidelity bonds;
 leasing of units;
 imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
 a decision by the Trustees to establish self-management when professional management had been required previously by an eligible mortgage holder;
 restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in these documents;
 any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
 any provisions that expressly benefit mortgage holders, insurers or guarantors.

- J. No instrument of amendment which purports to limit the rights of the Concord Housing Authority to rent or lease Unit 33-C in any manner otherwise than as provided in Paragraph 9(b) of the original Master Deed shall be of any force or effect unless the same has been assented to by the Concord Housing Authority.

11. Special Amendments: Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed for the following reasons:

- A. To comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.
- B. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships,
- C. To bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or
- D. To correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any unit.

12. The Trust: The Trust through which the Unit Owners shall manage and regulate the Condominium established hereby is the Westvale Meadow Condominium Trust (herein sometimes called the "Trust") created under a Declaration of Trust dated the same date as this Master Deed and recorded herewith. Said Declaration of Trust establishes a membership organization of

which all Unit Owners shall be members and in which such Owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

1. William H. Sullivan, Jr. 9 Pond Lane,
Concord, Massachusetts;
2. Wendy H. Sullivan 9 Pond Lane,
Concord, Massachusetts;
3. William Coye 66 Taylor Road
Stow, Massachusetts

Said Trustees have enacted By-Laws which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of said Chapter 183A.

13. Encroachments: If any portion of the common areas and facilities of the Condominium now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of said common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or alterations or repairs of said common areas and facilities permitted hereunder, or as a result of repair or restoration of the Building or of a Unit after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

14. Easements: Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wiring, ducts, plumbing, flues, cables, conduits, telephone lines, utility lines and other common areas and facilities of the Condominium located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wiring, ducts, plumbing, flues, cables, conduits, telephone lines, utility lines and other common areas and facilities of the Condominium serving such other Units and located in such Unit. The Trustees shall have and are hereby granted a right of access to each Unit to inspect the same, to make repairs thereto, to remove violations therefrom and to maintain, repair or replace the common areas and facilities of the Condominium contained therein or elsewhere in the Building.

15. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations: All present and future owners, tenants, visitors, servants, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the applicable Unit Deed, the Westvale Meadow Condominium

Trust, the By-Laws set forth therein, and the rules and regulations promulgated pursuant thereto, as each may be amended from time to time. All of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease, or occupancy agreement thereof. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the applicable Unit Deed, the Westvale Meadow Condominium Trust, the By-Laws set forth therein, or the rules and regulations promulgated pursuant thereto, by any such person shall be deemed as a substantial violation of the duties of the Condominium Unit owner. No Unit owner, however, shall be liable for any such breach except as occurs during the period of his or her ownership.

16. Provisions for the Protection of First Mortgages: Any other provisions of this Master Deed to the contrary notwithstanding, the following provisions shall govern and control:

- A. In the event that any right of first refusal in case of the sale of a Unit is at any time incorporated into this Master Deed or the Westvale Meadow Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:
 - i. foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
 - ii. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or,
 - iii. sell or lease a Unit acquired by the mortgages through the procedures set forth in subparagraphs (i) or (ii) above.
- B. Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Trust insofar as the same would relate to his taking title through such foreclosure sale;
- C. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee;
- D. Any first mortgagee who obtains title to an affordable unit pursuant to the remedies provided in the mortgage of foreclosure of the mortgage shall not be deemed to be in violation of Section 18 of the Master Deed,

however, any resale of the affordable unit after acquiring title through foreclosure will be subject to the provisions of said Section 18.

- E. Unless all of the first mortgagees holding mortgages on the individual Units in the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Westvale Meadow Condominium Trust shall be entitled to:
- i. by act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain, and then only by acting, in the event of a casualty loss, in accordance with the provisions of Section 17 of said Chapter 183A as the same is now constituted;
 - ii. change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Areas;
 - iii. partition or subdivide any Unit;
 - iv. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Areas, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed an action for which any prior approval of first mortgagees shall be required under this Sub-paragraph (iv); or
 - v. use hazard insurance proceeds on account of losses to either the Units or the Common Areas for other than the repair, replacement or reconstruction thereof, except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain, and then only by acting, in the event of a casualty loss, in accordance with the provisions of Section 17 of said Chapter 183A as the same is now constituted;
- F. In no case shall any provision of this Master Deed or the Trust be construed to give a Unit Owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or

condemnation awards for losses to or a taking of such Unit and/or the Common Areas;

- G. Consistent with the provision of said Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- H. Any first mortgagee, upon written request made to the Trustees of the Westvale Meadow Condominium Trust, shall be entitled to:
- i. written notification from the Trustees of any default by such mortgagee's borrower who is an Owner of a Unit in the performance by such borrower of any obligation under this Master Deed or the provisions of the Trust which is not cured within sixty (60) days;
 - ii. Inspect the books and records of the Trust during normal business hours;
 - iii. receive an audited annual financial statement and other financial data of the Trust within ninety (90) days following the end of any fiscal year of the said Trust;
 - iv. receive written notice of all meetings of the Trust, and be permitted to designate a representative to attend all such meetings; and
 - v. receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the mortgagee holds a first mortgage or of any proposed taking by condemnation or eminent domain of said Unit or the Common Areas;
 - vi. receive prompt written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
 - vii. receive prompt written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Trust; and
 - viii. receive prompt written notice of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

- I. No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice; and
- J. The four units designated as Moderate Price Dwelling Units will not be eligible for mortgages that would be resold to the Federal National Mortgage Association until such time as they are released from such designation.
- K. The Declarant intends that the provisions of this Section 16 comply with the requirements of the Federal Home Loan Mortgage Association with respect to condominium mortgage loans and, except as otherwise provided in Section 17 hereof, all questions with respect thereto shall be resolved consistent with that intention.

17. Conflicts: If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Westvale Meadow Condominium Trust, then the following rules of construction shall be used:

- A. In the event of a conflict between this Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A, shall control;
- B. The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of any other provision of this Master Deed;
- C. In the event of a conflict between any numerical voting requirements for action set forth in Section 16 hereof and any such requirements set forth in any other provision of this Master Deed or the Westvale Meadow Condominium Trust, the provision requiring the greater percentage or fraction for action to be taken or avoided shall control.
- D. In the event of any conflict other than as set forth in Sub-paragraph C of this Section 17 between the provisions of Section 16 hereof and any other provisions of this Master Deed or the Westvale Meadow Condominium Trust, the provisions of Section 16 shall control.

18. Regulating Moderate Price Dwelling Units: The sale and resale of the moderate price dwelling units shall be conducted and monitored by the Concord Town Manager as set forth in the Declaration of Restrictions dated July 12, 1989 recorded in the Middlesex South Registry of Deeds, Book 19961, Page 311 and the

Amendment to Declaration of Restrictions dated April 24, 1990 to be recorded herewith.

19. 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.

20. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

21. Definitions: All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, Westvale Meadows, Inc. has caused this Master Deed to be duly executed, sealed, and delivered by its proper officers thereunto duly authorized this 21 day of May, 1990

WESTVALE MEADOWS, INC.

BY: 
William H. Sullivan, Jr., President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX. SS.

May 21, 1990

Then personally appeared before me the above named William H. Sullivan, Jr., President and Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of said Corporation.


Notary Public

My commission expires: January 17, 1997

EXHIBIT A

Three certain parcels of land with the buildings thereon, situated on the southerly side of Main Street, Concord, MA being shown as Parcels 1, 2 and 3, on a plan entitled Master Deed Site Plan of Land for Westvale Meadow Condominium in Concord MA, prepared for: Westvale Meadows, Inc., Scale 1"=20, dated April 19, 1990, by David W. Perley Civil Engineers, Concord MA, recorded herewith, being bounded and described as follows:

PARCEL 1:

NORTHERLY: By Said Main Street in three courses, thirty-three and 90/100 (33.90) feet, thirty three and 04/100 (33.04) feet, and thirty five and 93/100 (35.93) feet respectively;

EASTERLY : by land now or formerly of Woods, one hundred forty-nine and 20/100 (149.20) feet;

NORTHERLY: by said Woods land and land now or formerly of Alexander eighty and no/100 (80.00) feet and one hundred fifteen and 16/100 (115.16) feet respectively;

EASTERLY : by land now or formerly of Marlowski and Brodeur three hundred ninety-seven and no/100 (397) feet and land of Carter five hundred fifty-three and 00/100 (553) feet;

SOUTHWESTERLY AND WESTERLY: by the Assabet River seven hundred ninety feet more or less;

WESTERLY: again by the Assabet River thirty-one and 79/100 (31.79) feet; and again

WESTERLY: by parcel 3 as shown on said plan in several courses forty and 49/100 (40.49) feet, fifty and no/100 (50.00) feet, thirty-nine and 02/100 (39.02) feet, fifty-five and 51/100 (55.51) feet, one hundred sixteen and 85/100 (116.85) feet and seventy nine and 81/100 (79.81) feet; and

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NORTH-
WESTERLY: by parcel 2 as shown on said plan sixty-nine and 74/100 (69.74) feet.

Containing: 6.8 acres more or less.

PARCEL 2

NORTHERLY: by said Main Street fifty-eight and no/100 (58.00) feet;

SOUTHEASTERLY: by parcel 1 on said plan sixty-nine and 74/100 (69.74) feet;

WESTERLY: by parcel 3 on said plan fifteen and 50/100 (15.50) feet; and again

WESTERLY: by parcel 3 on said plan two and 87/100 (2.87) feet;

NORTHERLY: by said Main Street four and no/100 (4.00) feet; and

WESTERLY: by said Main Street again fifteen and no/100 (15.00) feet.

Containing 989 square feet.

PARCEL 3

NORTHWESTERLY: by said Main Street one hundred six (106) feet more or less;

EASTERLY: by parcel 1 on said plan in several courses, seventy-nine and 81/100 (79.81) feet, on hundred sixteen and 85/100 (116.85) feet, fifty-five and 51/100 (55.51) feet, thirty-nine and 02/100 (39.02) feet, fifty and no/100 (50.00) feet, and forty and 49/100 (40.49) feet respectively.

SOUTHEASTERLY: by the Assabet River forty five (45)

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feet more or less; and

WESTERLY: by the thread of the Assabet River
four hundred seven (407) feet more or
less.

Containing 40,000.00 square feet more or less.

For title, see deed of Mill Square Partnership to
Westvale Meadows Inc. dated 04/10/90 and recorded at the
Middlesex South Registry of Deeds Book 20484, Page 564.

EXHIBIT B: MASTER DEED OF
WESTVALE MEADOW CONDOMINIUM

UNIT NUMBER	APPROXIMATE AREA (s.f.)	NUMBER OF ROOMS	UNDIVIDED INTEREST UNIT PERCENTAGE
20-A	1125	4	5.97125
20-B	1125	4	5.97125
20-C	1230	5	6.52875
20-D	1230	5	6.52875
32-A	1125	4	5.97125
32-B	1125	4	5.97125
32-C	1230	5	6.52875
32-D	1230	5	6.52875
33-A	1125	4	5.97125
33-B	1125	4	5.97125
33-C	1230	5	6.52875
33-D	1230	5	6.52875
44-A	1125	4	5.97125
44-B	1125	4	5.97125
44-C	1230	5	6.52875
44-D	1230	5	6.52875