

MASTER DEED

LONGLEY TRACE CONDOMINIUMS

## TABLE OF CONTENTS

1.	<i>Name of the Condominium and the Unit Owner's Organization:</i>	3
2.	<i>Description of the Land:</i>	3
3.	<i>Developer's Commitment to Phased Development:</i>	4
4.	<i>Description of the Buildings in Phase I:</i>	6
5.	<i>Description of the Units in Phase I:</i>	6
6.	<i>Description of the Common Areas and Facilities:</i>	6
7.	<i>Computation of Undivided Interests:</i>	7
8.	<i>FNMA and FHLMC Mortgagee Provisions:</i>	7
9.	<i>Use of the Units:</i>	10
10.	<i>Use of the Common Areas and Facilities:</i>	10
11.	<i>Encroachments:</i>	11
12.	<i>Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of the Units:</i>	11
13.	<i>Title to Units Acquired by the Board of Trustees:</i>	11
14.	<i>Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations:</i>	12
15.	<i>Invalidity:</i>	12
16.	<i>Waiver:</i>	12
17.	<i>Captions:</i>	12
18.	<i>Conflicts:</i>	13
19.	<i>Amendments:</i>	13
20.	<i>Granting of Easements:</i>	17

MASTER DEED

LONGLEY TRACE CONDOMINIUMS

Jerome L. Benson, Trustee of LeMac Realty Trust, u/d/t dated September 27, 1991, recorded with the Middlesex South Registry of Deeds in Book 21450, Page 25, having its principal place of business in Shirley, Massachusetts and James McNiff of Littleton, Massachusetts (hereinafter "Developer") being sole owner of the land in Shirley, Middlesex South County, Massachusetts, described in Schedule A, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does state hereby that it proposes to create, and does create hereby, with respect to the Property a Condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end it declares and provides hereby as follows:

1. Name of the Condominium and the Unit Owner's Organization:

The Condominium is to be known as the Longley Trace Condominiums (hereinafter "Condominium") An organization of Unit Owners, through which the Unit Owners shall manage and regulate the condominium, has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the organization is the Longley Trace Trust (hereinafter "Trust"), located at 11 Longley Road, Shirley, Middlesex County, Massachusetts. The names of the members of the Board of Trustees of said Trust and their respective terms of office, now appointed hereby by the developer for such terms, are:

Name	Term
Stanley N. McNiff	Two Years

2. Description of the Land:

The premises which constitute the Condominium comprise a certain tract of land with the buildings thereon, situated in the Town of Shirley, Middlesex County, Massachusetts, shown on the Plan recorded with the Middlesex South Registry of Deeds at Book 19063, Page 280 and described more particularly in Schedule A attached hereto. Said land, buildings and improvements are subject to and have the benefits of the easements, encumbrances, restrictions and appurtenant rights

Set forth and contained in Schedule A made by the Developer of even date and recorded herewith. Said land, buildings and improvements are subject to and have the benefit of the terms and conditions of special permits issued by the Town of Shirley, Massachusetts, planning board dated December 17, 1987 and recorded with the Middlesex South Registry of Deeds at Book 19063, Page 237, including the restrictions Covenants and conservation easements for designated perpetual open space as contained in said permit.

### 3. Developer's Commitment to Phased Development:

Developer intends to develop the Condominium in stages herein referred to as Phases. The land together with the buildings and improvements constructed thereon shown on the As-Built Plan as Phase I, containing four duplex dwelling Units shall be known as Phase I and shall constitute the first phase of the Condominium. The Condominium may consist of additional Phases to be constructed, if at all, on the 26 Acres, more or less, of land in Shirley, Middlesex County, Massachusetts, more particularly described in Schedule A attached hereto, plus any future additions thereto.

The Buildings for the additional Phases shall be constructed on the land shown on the above-mentioned Plan. If all the Phases are added to the Condominium in their entirety, the Condominium will consist in total of 26 Units. The Developer need not build or establish any additional Phases as part of this Condominium.

The Developer anticipates amending the Master Deed to add the additional Phases above described in the numerical order set forth above and on Schedule D hereof. Further, the Developer anticipates amending the Master Deed to add Phases to the Condominium as whole Phases, however, circumstances may necessitate that the Developer amend the Master Deed to divide a Phase into two or more Sub-phases, to add two Phases to the Condominium in one Amendment or to add Phases in order other than those set forth above and in Schedule D herein. Upon each Amendment of this Master Deed in accordance with the provisions of Section 3, 7, and 19 (E), the percentage interests of the Units of Phase I as described in Schedule D in the Common Elements of the Condominium shall be as set forth in Schedule D hereof. The percentage interests of the Units to become part of the Condominium by each Amendment of this Master Deed shall be set forth in each such Amendment to the Master Deed which Amendment will also set forth the percentage interests in the Common Elements which such Units shall have upon the addition of subsequent Phases of the Condominium by subsequent amendments to this Master Deed. If the Developer chooses to add Phases to the Condominium in sequence other than as set forth in Schedule D hereof, the percentage interests in the Common Elements shall be adjusted

in accordance with the relative proportions established by Schedule D hereof. Developer shall add language in each Unit Deed which shall state that as each is added to the Condominium the Unit Owner's percentage interest shall decrease as described above.

With respect to any portion of the land of any Phase which has been made part of the Condominium prior to the construction of the Buildings of said Phase and the recording of the Amendment to the Master Deed in accordance with the provisions of this Section 3, the Developer reserves the right and easement to build on such land one or more of the Buildings of said additional Phases. Thus, the land, although part of the Common Elements of the Condominium in accordance with the terms hereof, may be utilized for the construction of the Buildings, and the Common Elements appurtenant thereto, of additional Phases if said Phases are so constructed. Nothing contained herein or in future Amendments shall be held to limit or restrict said reserved rights.

The Developer for itself, its successors and assigns hereby reserves the right and easement to enter onto the land and construct on or in said land the remaining buildings of the Condominium along with all improvements, utility lines, driveways, wires, pipes, conduits, septic systems, walkways, and drainage lines to service the multi-family dwelling units constructed on the land described in Schedule A. Said reserved right and easement include the right of the Declarant for the purpose of the transportation of construction materials for use in the construction and development of the land described in Schedule A. Said reserved right and easement include the right to connect with, make use of, and repair and replace underground utility lines, pipes, conduits, septic systems and drainage lines which may from time to time be located in or upon the driveways, exclusive Common Areas or other areas shown as utility or drainage easements on the As-Built Plan, with the right to enter upon said parcel for purposes of exercising the rights herein reserved; provided that all damage caused by the exercise of such rights is repaired promptly including without limitation the restoration of all surface areas to their condition immediately prior to such exercise.

Upon recording of amendments to this Master Deed by the Developer together with the accompanying Site Plan and As-Built Plans, the Units included within each additional Phase shall become Units of this Condominium, and the Common Elements of this Condominium shall be the same as those described in Paragraph 6 of this Master Deed and shall thereafter comprise common areas and facilities of the Condominium.

4. Description of the Buildings in Phase I:

Phase I of the Condominium consists of duplex family residential buildings comprising two Condominium Units. - The description of each of the Buildings comprising Phase I of the Condominium, the number of Units and the principal materials of which each is constructed is set forth and described in Schedule B attached hereto and made a part hereof. The location of said Buildings is as shown on the As-Built Plan filed herewith.

5. Description of the Units in Phase I:

The Condominium Units in Phase I and the Unit designations layout, locations of approximate areas, dimensions, number of rooms, exclusive common areas, immediately accessible common areas and other descriptive specifications thereof, are as set forth in Schedule C attached hereto and made a part hereof, and as shown on a set of Condominium Floor Plans filed herewith (hereinafter "Unit Plans") bearing the verified statement of a registered professional engineer or registered land surveyor certifying that the plans depict fully and accurately the layout, location, Unit Numbers, and dimensions of the Units, as built. Any facilities or equipment such as pipes, wires, ducts, flues, cables conduits, public utility lines and other equipment which exclusively serve one unit shall be deemed a part of that unit and shall not be considered a common element for purposes of determining control over and responsibility for maintenance and repair of same.

6. Description of the Common Areas and Facilities:

The Common areas and facilities of the Condominium (hereinafter "Common Elements") consist of the land shown as Phase I on the Site Plan, other than the Unit, and include, without limitation, the following:

- (a) The land described in "Schedule A", together with the benefit of and subject to all matters referenced herein, however that each unit shall have an easement and the exclusive right to use and each Unit Owner shall have the responsibility to maintain, repair and replace that certain portion of the land immediately adjoining the Unit including the driveway serving such unit, as such is shown as the exclusive common area as shown on the Site Plan. Each Unit Owner shall be responsible for maintenance of the driveway serving said Unit even if a portion of the driveway is not shown as being within the

exclusive Common Area as shown on the Site Plan.

- (b) No portion of each family Unit is a Common Element.
- (c) Any facilities or equipment such as pipes, wires, ducts, flues, cables conduits, public utility lines and other equipment which exclusively serve one unit shall be deemed a part of that unit and shall not be considered a common element for purposes of determining control and responsibility for maintenance and repair of same.
- (d) Each wall or portion thereof which divides two Living Units shall constitute a party wall and shall be governed by the general rules of law regarding Party Walls in Massachusetts.
- (e) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the Property.

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.

#### 7. Computation of Undivided Interests:

Each Unit in Phase I of the Condominium shall have as appurtenant thereto an undivided interest in the common areas and facilities in the percentage specified therefor in Schedule D annexed hereto and made a part hereof, subject however to a proportionate reduction thereof, as additional Phases are added to the Condominium. The percentage of interest of the respective Units in the common areas and facilities set forth in Schedule D, has been determined on the basis of the approximate relation that the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all of the Units.

#### 8. FNMA and FHLMC Mortgagee Provisions:

Notwithstanding anything to the contrary contained elsewhere in this Master Deed, the following provisions shall govern and be applicable to the extent that they are required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal

Home Loan Mortgage Corporation (FHLMC) under laws and regulations applicable thereto:

- (a) A first mortgagee of a Unit shall be entitled to written notification from the Board of Trustees of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed or the By-Laws of the Trust which is not cured within sixty (60) days.
- (b) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be liable for, and shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the acquisition of title to the Unit by the mortgagee, subject however, to the provisions of M.G.L. c 183A s. 6(c) as amended by Chapter 400 of the Acts of 1992.
- (c) Neither the provisions of this Master Deed nor those of the trust By-Laws shall be deemed or construed to give a Unit Owner of the Condominium, or any other party, priority over the rights of first mortgagees of Units pursuant to their mortgages, in situations where there is a distribution to Unit Owners of Insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements. Such first mortgagees will be entitled to written notification from the Board of Trustees in the event of such a loss affecting their interest in the Condominium.
- (d) First mortgagees of Units in the Condominium shall have the right to examine the books, records and financial statements of the Board of Trustees, as well as current copies of this Master Deed, the Trust, By-Laws, and applicable rules and regulations, during normal business hours. Such mortgagee shall be entitled as well, upon written request, to an audited financial statement for the immediately preceding fiscal year, to be provided within a reasonable time after such request.
- (e) The Board of Trustees' common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those

Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment.

- (f) After receipt of timely written notice from the Trust, the consent of the holders of first mortgages on Units holding at least 51 percent of the votes in the Condominium, as well as the consent of Unit Owners entitled to at least 67 percent of the votes in the Trust shall be required in order to:
  - (i) restore or repair the Condominium, after a partial condemnation or damage due to insurable hazard, when such restoration or repair will not conform to this Master Deed or the original plans and specifications;
  - (ii) terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property;
  - (iii) reallocate interests in the common areas after a partial condemnation or partial destruction of the Condominium; or
- (g) Pursuant to Massachusetts General Laws Chapter 183A, the Unit Owner's share of common expenses shall constitute a lien upon the Unit and such lien shall have priority over all other liens, except municipal liens and first mortgages of record. Any fees, late charges, fines or interest that may be levied by the Board of Trustees in connection with the collection of unpaid assessments shall be subordinate to first mortgages of record as well.
- (h) Nothing contained in this Section 8 shall be deemed or construed to violate or impair the rights reserved in the Developer in and by the provisions of Section 3, 7 and 19 of this Master Deed to amend this Master Deed so as to include additional phases in the manner provided in Sections 3, 7 and 19 herein.
- (i) Reference is made to Section 19 contained herein which provides certain protections for first mortgagees in the event the Unit Owners seek to amend this Master Deed.

## 9. Use of the Units:

Unless permitted otherwise by instrument in writing duly executed in accordance with the By-Laws of the Trust:

- (a) No use may be made of any Unit except as a residence for the Owner thereof or permitted lessees' and members of said Owner's or Lessees' immediate family, and no Unit nor any portion thereof may be used as a professional office or any other business related purpose provided, however, that any of the Units may also be used as an office or other accessory use such as an artist's studio but only uses which are accessory to such residential use and only if and to the extent such accessory use is permitted by applicable zoning laws and provided further, that the Developer may, until all of said Units have been sold by said Developer, use any Units owned by the Developer as rental offices, as models for display, and for similar purposes related to the sale or leasing of Units.
- (b) Unit Owners may not attach to the exterior of their Unit any screen, awning, antenna, sign, banner or other device and may not erect, place upon or attach to their Unit or common area to which they have exclusive use to any such structure, addition, etc. without the consent of the Board of Trustees.
- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with any of the constituent documents of the Condominium, or any rules, regulations or amendments promulgated pursuant to the foregoing documents.

Said restrictions shall be for the benefit of the owners of all of the Units and the Trust and shall be enforceable by the Board of Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended 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 of the provisions of this paragraph except such as occur during his or her ownership thereof.

## 10. Use of the Common Areas and Facilities:

Outdoor parking is strictly limited to parking spaces as may be from time to time designated by the Trustees of Longley Trace, and outdoor parking elsewhere is prohibited.

Designated outdoor parking spaces shall be used only to park automobiles with currently valid registrations. Until otherwise designated by the Trustees, each Unit has four designated outdoor parking spaces within its exclusive use area and driveway. Nothing in this section shall be deemed to restrict a Unit Owner's right to park registered vehicles within his exclusive common area.

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

#### 12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of the Units:

Each Unit Owner shall have an easement in common with the owners of all Units to use all, pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements 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, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Units. The Board of Trustees shall have a reasonable right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings. Any facilities or equipment such as pipes, wires, ducts, flues, cables conduits, public utility lines and other equipment which exclusively serve one Unit shall be deemed a part of that unit and shall not be considered a common element for purposes of determining control over and responsibility for maintenance and repair of same.

#### 13. Title to Units Acquired by the Board of Trustees:

In the event 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 common 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, the Unit Deed, the By-Laws and the Rules and Regulations of the Trust as they exist now or as they may be amended from time to time, and 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 Unit Deed, the By-Laws and the Rules and Regulations, as they exist or as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every Deed or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, or By-laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

15. Invalidity:

The invalidity of any provisions of this Master Deed shall not be deemed to impair or effect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, of all other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

16. 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, regardless of the number of violations or breaches which occur.

17. Captions:

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

18. Conflicts:

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In any case of the provisions stated above conflicting with the provisions of said statute, by the Developer of even date and recorded herewith, the provisions of said statute shall govern.

19. Amendments:

(A) This Master Deed may be amended by (i) vote of the owners of Units entitled to not less than seventy-five percent of the undivided interests in the common areas and facilities, and (ii) the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 8 of this Master Deed, in which cases such higher percentage specified in Section 8 shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee; and (iii) vote of a majority of the Beneficiaries of the Longley Trace Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Longley Trace Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees, and Beneficiaries set forth in the immediately preceding sentence, is duly recorded in the Middlesex South District Registry of Deeds, provided however, that:

- 19A-1 No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place; and
- 19A-2 The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners and all holders of first mortgages on Units; and
- 19A-3 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of

the Units so altered; and

19A-4 No instrument of amendment which alters the rights of the Developer, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Developer, all planned Phases have been conveyed to Unit purchasers or 7 years after the recording of the Master Deed.

19A-5 No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

19A-6 Notwithstanding any other provisions of this subsection (A) of this Section 19, no Amendment of this Master Deed shall be made if such amendment would be in contravention of the provisions of Section 8 of this Master Deed.

(B) Notwithstanding any other provisions of this Master Deed, expressly including the provisions of Subsection (A) of this Section 19, the Developer specifically reserves the right and power to record a special amendment. ("Special Amendment") to the Master Deed at any time and from time to time which amends the Master Deed (i) 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 Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities: (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownership; (iii) to bring the Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in the Master Deed or any exhibit thereto or any supplement or amendment thereto; Provided that no such amendment would affect the size of any Unit or the exclusive common area appurtenant thereto or the percentage interest therefor.

(C) In furtherance of the reservation of rights identified in sub-paragraph (B) above a power coupled with an interest is hereby reserved and granted to Developer by each Unit Owner to effect the purposes of said paragraph. Each Deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed

to be a grant and acknowledgement of, and a consent to the reservation of the right of the Developer to do all that is necessary or appropriate to effect said purposes on behalf of each Unit Owner. The right of the Developer to act pursuant to rights reserved or granted under sub-paragraph (B) herein shall terminate at such time as the Developer no longer holds or controls title to a Unit.

(D) The Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

(E) Notwithstanding anything to the contrary in this Master Deed, expressly including but not limited to the provision of subsections (A), (B), (C) and (D) of this Section 19, the Developer or his successor in interest reserves the right and easement to amend this Master Deed without the consent of any Unit Owner or any mortgagee as to all or any portion of all future Phases to be constructed on the land shown on the Plan referred to in Paragraph 3 of this Master Deed, so as to subject all or any portion of said Phases to Chapter 183A of the General Laws of Massachusetts as part of this Condominium. The Developer reserves the right and easement for itself, its successors and assigns to construct the Units in the proposed additional Phases in styles other than those built in Phase I so as long as those styles conform to applicable zoning By-Laws and Regulations and provided that any such change shall be accomplished in accordance with the terms and conditions of the Special Permit as issued by the Town of Shirley, Massachusetts Planning Board and recorded with the Middlesex South Registry of Deeds at Book 19063, Page 287. Further, the Developer reserves the rights and easement in itself, its successors and assigns to the option to divide a Phase into two or more Sub-Phases, to add Phases or Sub-Phases in other than numerical order and to add two or more Phases to the Condominium in one amendment. The Developer, also reserves the right and easement itself, its successors or assigns to grant and accept easements to cross the ways and walkways constructed on Longley Trace, Common Elements herein.

The Developer, its successors, or assigns shall have the right prior to creating each phase to change the number, size, layout, location, dimensions, of the Units in such phase and change the percentage interest in the Common Elements of Units all in compliance with Massachusetts General Law Chapter 183A in future phases, provided that no change mentioned above in this paragraph shall alter

substantially the relative proportions of the percentage interest in Common Elements set forth in this Master Deed or any amendment thereto with respect to Units in Phase I, or any Phases which are submitted to the provisions of Chapter 183A of the General Laws of Massachusetts and provided that any such change shall be accomplished in accordance the terms and conditions of the Special Permits as issued by the Town of Shirley, Massachusetts Planning Board dated December 17, 1987 and recorded with the Middlesex South Registry of Deeds at Book 19063, Page 287. Said additional Phases shall become part of the Condominium, if at all, by amendment to this Master Deed. The designation of each Unit in said dimensions, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively in the amendments creating said Phases. Any such amendment shall contain, with respect to future Phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts.

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 assessments and entitled to vote as provided in the Condominium Trust. Similarly, the Common Elements of the Condominium shall then include the land described in said amendments as well as the same elements and parts of buildings described in Section 6 herein.

The Developer reserves the right and easement for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create subsequent Phases of the Condominium. In the event the Developer determines to abandon its intention to create subsequent phases, the Developer shall give ninety (90) days notice of such final determination to the Unit Owners and the then current Board of Trustees.

In furtherance of the reservation of rights identified in this Section 19(E) of the Master Deed a power coupled with an interest is hereby reserved and granted to Developer by each Unit Owner to effect the purposes of this Section. Each Deed, mortgage, other evidence or obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be grant and acknowledgement of, and a consent to the reservation of the right of the Developer to do all that is necessary or appropriate to effect said purposes on behalf of each Unit Owner.

20. Granting of Easements:

The Board of Trustees is empowered to grant, by majority vote, easements, permits and licenses over the Common Elements for utilities, roads, walking paths driveways, and other purposes reasonably necessary or useful for the operation of the Condominium.

Executed as a sealed instrument this 15<sup>th</sup> day of November, 1994.