MASTER DEED

NEW VIEW CONDOMINIUM

The undersigned, NEW VIEW DEVELOPMENT CORPORATION, a Massachusetts corporation having a principal office in care of 2 Half Moon Hill, West Acton, Massachusetts, (the "Declarant"), the sole owner of that certain premises with the buildings thereon now known and numbered as 344 Central Street, and that certain adjacent premises now known as Lot 3B, Gregory Lane, both in West Acton, Middlesex County, Massachusetts, and both described on Exhibit A attached hereto and incorporated herein by this reference, by duly executing and recording this Master Deed, does hereby submit said premises together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (the "Subject Property") to the provisions of Chapter 183A of the Massachusetts General Laws, and proposes to create and does hereby create a condominium with respect to said premises to be governed by the provisions of said Chapter 183A and to that end declares and provides as follows:

1. Name: The name of the condominium shall be: New View Condominium (the "Condominium").

2. Trust: The Condominium shall be managed and regulated on behalf of the Unit Owners by the Trustees (the "Trustees") of the New View Condominium Trust pursuant to the Declaration of Trust (hereinafter sometimes called either the "Condominium Trust" or the "Declaration of Trust") recorded herewith in the Middlesex County Southern District Registry of Deeds (the "Registry of Deeds"). The Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit 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 Trustees of the Condominium Trust are as follows:

Pablo Halpern 11 Weybridge Ln., Hopkinton, MA 01748

Ann Killough 798 Worcester St., Wellesley, MA 02181

Steve Lewin-Berlin 385 Long Hill Road, Bolton, MA 01740

Randall Curran 45 Century St., Medford, MA 02155

Pamela M. Nourse 13 Lindsey St., Dorchester, MA 02124

James F. Snyder-Grant 407-5 Great Road, Acton, MA 01720

The mailing address of the Condominium Trust is as follows:

New View Condominium Trust

c/o 2 Half Moon Hill

West Acton, MA 01720

The Trustees have enacted By-Laws (the "By-Laws") pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts. They have also adopted rules and regulations for the Condominium (the "Rules and Regulations") which are part of the By-Laws. Also, pursuant to Section 6.1(xvii)-(xix) of the Declaration of Trust, the Trustees have the authority to establish Design Review Standards and Procedures, as well as design guidelines for landscaping and landscape structures.

3. Description of Land: The premises which constitute the Condominium consist of two certain parcels of land in West Acton, Middlesex County, Massachusetts, together with the buildings and improvements thereon: (a) a parcel of land now known and numbered as 344 Central Street; and (b) a parcel of land known as Lot 3B, Gregory Lane, which land is more particularly described in Exhibit A attached hereto and incorporated herein and is shown on the Site Plan entitled "Site Plan for New View Condominium, Half Moon Hill, Acton, MA," dated August 16, 1995 and recorded herewith (the "Site Plan").

4. Description of Buildings and Improvements: Subject to the phasing provisions of Section 19 herein, the Condominium shall consist of 17 residential buildings (the "Buildings"), each containing one or more residential units, a Common House and other improvements, which are shown on the Site Plan and described in Exhibit B-1 through 18 ("Exhibit B") attached hereto and incorporated herein.

5. Designation of Condominium Units and their Boundaries: The Buildings collectively contain twenty-four (24) residential units (the "Units"). The Units and their designations, percentage interest in the common areas and facilities, total number of rooms, number of bedrooms, and approximate habitable area in gross square footage, exclusive of decks, are set forth in Exhibit C attached hereto and incorporated herein.

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

(a) Basements: The plane of the upper surface of the basement floor of such Unit.

(b) Ceilings: The plane of the lower surface of the ceiling joists or rafters of such Unit.

(c) Walls: The plane of the interior surface of the wall studs facing such Unit, or, if there are no wall studs, the plane of the interior surface of masonry walls.

(d) Doors: The exterior finished surface of the doors.

(e) Windows: The exterior surface of the glass and the exterior frame of the windows.

Notwithstanding the boundaries for Units set forth above, if any interior bearing wall is wholly or partially located within the boundaries of a Unit established by the walls, floors and ceilings of such Unit as described above, the structural components of such interior bearing wall shall be a common element of the Condominium and shall not be part of the Unit, but the plaster, wall board, paneling or any other finish treatment of such interior bearing wall shall be part of the Unit.

For Units which consist of more than one floor the boundaries for floors shall be the floor as defined in the next preceding sentence on the lowest floor contained in the Units and the boundaries for ceilings shall be the ceilings as defined in the next preceding sentence as the uppermost floor contained in the Units.

Included within each Unit are the windows (including all glass panes) and those doors which open from a Unit (but not including the exterior surface of such doors), and the portions of the trim and framing of such windows and doors appurtenant to such windows and doors (but not including the exterior surfaces of such framing of such windows and doors).

Included as a part of each Unit are those installations, equipment and apparatuses, located outside the above described boundaries of a Unit, which serve exclusively such Unit, including, without limitation, air conditioner, compressor, heat pump, hot water heater, gas meter, electric meter, water meter and the wiring, piping, ducts and other elements appurtenant thereto.

6. Description of Common Areas and Facilities:

(a) Common Areas and Facilities: the common areas and facilities of the Condominium consist of the entire premises except for the Units and include, without limitation, the following:

(i) The land designated on the Site Plan as Common Land (the "PCRC Common Land" which is further defined in Section 6(c) of this Master Deed);

(ii) The land designated on the Site Plan as Condominium Land (the "Condominium Land") which includes the entry roadway, emergency access, driveway access, pedestrian lanes, parking and parking access, access to abutting property, drainage structures, garage type storage, mail pick-up and delivery, uses accessory to parking and residential activities and the Common House, subject, however, to the exclusive rights and easements appurtenant to certain Units described in Section 6(b) below;

(iii) The foundations, structural columns, girders, beams, supports, exterior and interior bearing walls, the floor and ceiling slabs and joists, the roofs, entrances to and exits from the Buildings (other than through a Unit), common walls of the Buildings, and the sundecks, and patios (the sundecks and patios being subject, however, to the provisions of Section 6(b) below);

(iv) Installations of central services such as electricity, water, gas, telephone and cable television, including all equipment, wires, cables, pipes, ducts, vents and other facilities attendant thereto (but not including equipment or facilities contained within and servicing a single Unit);

(v) All conduits, ducts, plumbing, plumbing chases, wiring, flues and other facilities for the furnishing of utility services, which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of a Building other than the Unit within which such facilities are contained, together with an easement of access thereto (whether through access panels or otherwise) through, in and over any of the Units in favor of the Trustees of the Condominium Trust for maintenance, repair and replacement;

(vi) All building equipment and other common equipment wherever located in, on or around the Buildings which is solely used in connection with the Condominium;

(vii) The yards, lawns, gardens, walkways and the improvements thereon and thereof, including walls, fences, bulkheads, railings, steps, lighting fixtures, planters and signs; subject however to the provisions of Section 6(b) below;

(viii) Such additional common areas and facilities as may be defined by said Chapter 183A.

Each Unit Owner may use the common areas and facilities in accordance with their intended purpose subject, however, to the provisions of Section 6(b) below and to the other terms and provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations. Each Unit Owner's use of the common areas and facilities is also subject to the right of the inhabitants of the Town of Acton to use the 10' Wide Year-Round Pedestrian trail, the approximate centerline of which is shown on the Site Plan (the "Ski and Hiking Trail"), to allow passage on foot or on cross county skis between Central Street and the Town of Acton Cacciatore Conservation Land adjacent to the Condominium; provided, however, that such right of access shall not extend to persons on bicycles or motorized vehicles of any kind, and provided further that such right of access shall be at the sole risk of any person or persons exercising such right.

The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the parking areas, roadways, driveways, bicycle paths, walkways, footpaths, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities and to make excavations for said purposes but not under any buildings located in the Condominium except as necessary to maintain, repair or replace utility and service lines and facilities located thereunder; provided that upon completion of any activities permitted by this sentence, any areas affected by such activities shall be returned to their condition immediately prior to the commencement of such work as is reasonably practicable; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

(b) Exclusive Use Areas: the Site Plan reflects the existence of various exclusive use areas appurtenant to the respective Units (hereinafter "Exclusive Use Areas"). Each Unit shall have appurtenant thereto the exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations, to use an Exclusive Use Area appurtenant to such Unit as set forth below:

(i) The exclusive right and easement to use the sundeck, porch or patio to which such Unit has direct access (i.e., access which does not require one to pass over intervening Units and common areas) as shown on the Condominium Plans (as defined in Section 9 below) and listed as being an appurtenant Exclusive Use Area for such Unit on Exhibit B of this Master Deed. However, if any such sundeck, porch or patio is part of a fire escape, such exclusive right to use shall be subject to the right of all Unit Owners to use such sundeck, porch or patio as a means of egress in the event of a fire or other emergency. The owner of a Unit having the exclusive right and easement to use a sundeck, porch or patio shall also have the obligation to repair and maintain all aspects of such sundeck, porch or patio, except that the Trustees shall have the responsibility for maintaining the structural components of any such sundeck, porch or patio.

(ii) The exclusive right and easement to use the portion of lawn area located directly adjacent to such Unit which is shown on the Site Plan as an Exclusive Use Area. Any owner desiring to erect a fence around such area must obtain written permission from the Trustees and the height and material of such fence shall be subject to the approval of the Trustees. If such fence is to abut two or more areas, the Trustees shall require written approval from any abutting Unit Owners. Any abutting Unit Owner who does not approve of such fence shall not be required to bear any expense with respect to the fence as provided below. Such area shall be maintained in accordance with rules and regulations established by the Trustees and any fence around such lawn area shall be maintained and repaired, as provided below, by the owner of the Unit having the exclusive right to use same. However, if such fence is common to two or more such areas, then such fence shall be maintained in good order and repair (and replaced if and when necessary) by the Unit Owners who approved the construction of the fence and who have the exclusive right to use the respective areas on either side of such fence, each such Unit Owner to bear proportionate share of the out-of-pocket expense incurred for such maintenance and repair. If one Unit Owner fails so to perform such maintenance and repair, the other Unit Owners may (after reasonable notice to such non-performing Unit Owner) perform such maintenance and repair and be entitled to reimbursement from the trustees for the proportionate part of the out-of-pocket expenses incurred, and such part of the expenses shall be added to the common expenses assessed to the Unit of the non-performing Unit Owner and shall constitute a lien against such Unit Owner's Unit under Section 6 of said Chapter 183A. If all Unit Owners fail so to perform such maintenance and repair, the Trustees may (after reasonable notice to the non-performing Unit Owners) perform such maintenance and repair and add the expenses incurred to the common expenses assessed to the Units of the non-performing Unit Owners, which expense shall constitute a lien against such Unit Owners' Units under Section 6 of said Chapter 183A.

An Exclusive Use Area shall not be severed from the Unit to which it pertains, and shall be deemed to be conveyed or encumbered with the Unit to which such Exclusive Use Area is appurtenant even though such interest is not expressly mentioned or described in such conveyance or other instrument.

The owner of a Unit having the exclusive right and easement to use an Exclusive Use Area shall have the responsibility for maintaining all aspects of such area as if such area were a part of such Unit. Except for repairs to the Exclusive Use Areas which, as noted above, are the responsibility of the Trustees, any work undertaken within an Exclusive Use Area shall be done at the sole cost and expense of the Unit Owner performing such work and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications which have been submitted to the Trustees and approved in writing by the Trustees in accordance with the By-Laws. Such approval shall not be unreasonably withheld or delayed. Any such approval shall become void unless the work so approved shall be commenced within six months after the date of such approval and shall be completed within a reasonable time thereafter. Except with the express written consent of the Trustees, upon completion of such work, a registered architect or engineer shall certify to the Trustees in writing that all such work has been completed in accordance with all applicable laws, and pursuant to the plans and specifications approved by the Trustees.

Further, with respect to any work within an Exclusive Use Area (including, without limitation, normal electrical, telephone line, cable or plumbing related work) which may in any way affect a structural component or common area or facility of the Condominium or affect any other Unit either directly or indirectly, and with respect to any work within an Exclusive Use Area on the exterior of the Unit to which such Exclusive Use Area is appurtenant, the Trustees may impose such reasonable conditions and requirements upon such work as the Trustees shall determine in their discretion, including, without limitation, a requirement that all work done within an Exclusive Use Area on the exterior of such a Unit conform with the architectural integrity of the Condominium and a requirement that any and all workmen performing any part of such work and/or the Unit Owner commissioning such work present the Trustees with evidence of liability insurance in such amounts which the Trustees in their reasonable judgment deem sufficient to cover adequately any possible damage to the common areas and facilities of the Condominium or to any other Unit(s) which might result from such work and to cover any personal injury to any Unit Owner or other person. In any event, any Unit Owner having any work performed within such Unit Owner's Unit or Exclusive Use Area shall be fully and personally liable to the Trustees and the other Unit Owners for any damage to the common areas or facilities of the Condominium or to any other Unit(s) for any injury to any Unit Owner or other person arising in any way out of such work. Upon such liability being reduced to judgment or otherwise being reduced to a liquidated amount in any other fashion, such liability, until satisfied, shall constitute a lien on the Unit(s) of such Unit Owner which shall be enforced in the same manner as provided in the Declaration of Trust and Chapter 183A with regard to liens for common expenses.

Owners of certain Units shall have the right to park within designated parking areas in the Exclusive Use Area appurtenant to such Units, as set forth in Section 7 herein.

(c) Maximum Building Envelopes: The Site Plan reflects the existence of maximum building envelopes for each Unit. These maximum building envelopes are shown on, and their boundaries are governed by, the PCRC Record Plan recorded in the Registry of Deeds on August \_\_\_, 1995 as Instrument No. \_\_\_\_\_\_, and in the Middlesex County South District of the Land Court (the "Land Court") as Plan No. \_\_\_\_\_. The maximum building envelope for each Unit is the area shown on the Site Plan within both the building setback lines surrounding such Unit the Exclusive Use Area appurtenant to such Unit. Modifications, additions and expansions of buildings, decks, garages, porches and other building elements which are located within such maximum building envelopes are deemed to be approved by the terms of the PCRC Special Permit for the Condominium issued by the Town of Acton Planning Board on August 22, 1994, and recorded in the Registry of Deeds in Book 25202, Page 91 and in the Land Court as Document No. 969085 (as the same may be further amended from time to time, the "PCRC Special Permit"). Any such modifications, additions or expansions are subject to all of the restrictions and approval procedures set forth herein.

In addition to and not in limitation of the right of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, the owner or owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner or owners of all other Units and occupants and subject to like rights and easements appurtenant to such other Units, to use and enjoy the common areas and facilities, including, without limiting the foregoing generality, parking areas, roadways, driveways, bicycle paths, walkways, footpaths, conduits, ducts, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however, to (a) the grants, exclusive rights and easements, and designations herein granted to particular Units in certain facilities, (b) the restrictions and other provisions herein set forth, and (c) Rules and Regulations promulgated by the Trustees of the Condominium Trust.

7. Parking: The parking spaces in the Condominium consist of three types: (i) garage spaces incorporated into Units ("Unit Parking Spaces"); (ii) surface spaces or garage spaces located within Exclusive Use Areas ("Exclusive Use Parking Spaces"); and (iii) surface spaces located within the common areas of the Condominium ("Common Area Parking Spaces"). All such parking spaces are shown on the Site Plan and described in Exhibit B of this Master Deed. All such parking spaces shall be subject to the terms and conditions of the Condominium Trust, including the By-Laws and Rules and Regulations as amended from time to time and to this Master Deed, including without limitation to the provisions set forth below.

(a) Common Area Parking Spaces are subject to the provisions of Section 6(a) of this Master Deed, as well as this Section 7. In accordance with Section 6.1 of the Condominium Trust, the Trustees may, in their reasonable discretion, and upon such terms and conditions as they deem appropriate, designate from time to time Common Area Spaces for the exclusive use of a Unit unless and until re-designated hereunder; provided, however, that every Unit in the Condominium shall have the exclusive use of not less than two (2) parking spaces, including any Unit Parking Space or Exclusive Use Parking Space appurtenant to such Unit. A purchaser of a Unit with such a designated appurtenant parking space shall succeed to the interest of the owner of said Unit in such parking space or spaces.

(b) Common Area Parking Spaces which are not designated by the Trustees of the Condominium Trust for the exclusive use of a Unit as provided above may from time to time be assigned, leased or licensed to particular Unit Owners by said Trustees for such period and for such monthly charges, if any, as said Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by said Trustees, and insofar as such additional spaces, if any, are not so assigned, leased or licensed the same shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with said By-Laws and Rules and Regulations.

(c) The owner of a Unit may lease the right of use of a garage parking space or surface parking space appurtenant to such Unit to an occupant of another Unit in the Condominium but not to any other person. A Unit Owner may not transfer such Unit Owner's interest in a garage parking space or surface parking space except in connection with the transfer of the Unit to which it is appurtenant. A Unit Owner who has leased, licensed or otherwise acquired the right to use a surface parking space or garage parking space which is not appurtenant to a Unit may transfer such rights only with the prior written permission of the Trustees.

(d) Exclusive Use Parking Spaces shall be subject to the provisions of Section 6(b) of this Master Deed, as well as this Section 7; provided, however, that if an Exclusive Use Parking Space is located within a garage, the owner of the Unit to which such garage parking space is appurtenant shall maintain and repair such garage at his or her sole cost and expense, or, if such garage contains more than one space, at the pro-rata portion of such expense corresponding to the proportion of the total number of spaces in such garage appurtenant to such Unit.

(e) Parking facilities in the Condominium shall be used only for the parking of private passenger automobiles, trucks, or motorcycles of occupants of Units in the Condominium and other guests, or for storage of household goods, and not for boats, trailers, or commercial trucks or other vehicles or items except with the prior written permission of the Trustees.

8. Unit Owners' Percentage Interest in Common Areas and Facilities:

Subject to and in accordance with the rights of the Declarant to add Additional Phases to the Condominium under Section 19 of this Master Deed, the percentage of undivided interest of the respective Units in the common areas and facilities has been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the then aggregate fair value of Units, taking into consideration the value of Exclusive Use Areas appurtenant to a given Unit. The undivided interest in the common areas and facilities attributable to each Unit is set forth in Exhibit C attached hereto.

Such undivided interest in the common areas and facilities 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 or other instrument.

9. Plans: Simultaneously with the recording hereof, there has been recorded (i) the Site Plan of the Condominium which includes the Exclusive Use Areas, Building Expansion Envelopes, approximate centerline location of the Ski and Hiking Trail, the proposed location of the Buildings except for Units 2 and 3 which are shown as built, and the designation of parking on the premises; and (ii) the Phase 1 Floor Plans showing the layout, location, unit numbers and dimensions of Units 2 and 3 (the "Phase 1 Buildings"), stating the addresses of the Phase 1 Buildings, and bearing the verified statement required by said Chapter 183A certifying that the plans fully and accurately depict the layout, locations, unit numbers and dimensions of the Phase 1 Buildings as built. Those plans are listed on Exhibit D attached hereto, are hereby incorporated herein by reference, and shall be referred to herein as the "Condominium Plans."

10. Purposes: The Buildings and the Units and other facilities therein are intended to be used solely for residential purposes, except as hereinafter provided in this Section 10.

The Common House is intended to be used for dining, day care, meetings, social activities and other purposes compatible with the mission of the Condominium as set forth in the Declaration of Trust, By-Laws, Rules and Regulations, or as determined from time to time by the Trustees.

The PCRC Common Land is hereby dedicated to be used for conservation, outdoor education, recreation, park purposes, horticulture, agriculture and forestry uses, including, without limitation, the following uses specified for each area, as designated on the Site Plan:

ParcelUses 1A, 1B and 1CPassive recreation, conservation, horticulture, landscape preservation, utility, drainage and sewage disposal, uses accessory to residential neighborhood activities. 1D, 1E and 1FActive recreation, conservation, horticulture, agriculture, utility, drainage and sewage disposal, uses accessory to residential neighborhood activities. 1G and 1HConservation, horticulture, agriculture, passive recreation, landscape preservation, utilities, drainage and sewage disposal, uses accessory to residential neighborhood activities.

As indicated above, a portion of the PCRC Common Land may also be used for the construction of leaching areas serving the Condominium, which shall be maintained, along with the other common areas and facilities, by the Trustees of the Condominium Trust. In addition, a portion of the PCRC Common Land and other common areas and facilities may also be used for ways serving as pedestrian walks, bicycle paths, and emergency access or egress to the Condominium or adjacent land. The foregoing description of uses of PCRC Common Land is intended to comply with provisions of the Town of Acton Zoning By-Law (the "Zoning By-Law") pertaining to the use of PCRC Common Land in effect as of the date of issuance of the PCRC Special Permit for the Condominium and in the event of any inconsistency, the applicable provisions of the Zoning By-Law shall govern.

The Condominium Land is intended to be used for the following purposes, within the parcels as designated on the Site Plan:

ParcelUses 2Emergency access, pedestrian and driveway access, parking and parking access, utility lines and drainage structures, garage type storage, mail pickup and delivery, uses accessory to parking and residential neighborhood activities, Common House, resident social and recreational activities, residential single family 340-foot wide right of way for vehicular access and roadway uses, including a stub potentially available to provide vehicular access across so much of such roadway as is necessary to connect Central Street to any future street or way on the parcel located adjacent to the southeast of the Condominium Land. Parcel 3 shall be available at all times for all uses for which streets and ways are commonly used in the Town of Acton.

11. Restrictions on Use and Design

(a) All Units shall be subject to the following restrictions on use:

(i) The Units shall only be used for residential purposes, except that an occupation or profession customarily carried out in a dwelling unit, in which no signs or advertising are employed and where the visits of business associates, clients and/or the general public are infrequent, is permitted to the extent that it is also permitted by applicable zoning ordinances and other applicable laws.

(ii) Except with the express written consent of the Trustees or as may be otherwise specifically provided in this Master Deed or in the Declaration of Trust, no Unit Owner shall, in any way whatsoever, alter, remove, or otherwise modify, or permit to be altered, removed, or otherwise modified, any structural component(s) of a Unit or any common area or facility of the Condominium. However, a Unit Owner may, at any time and from time to time and at such Unit Owner's sole cost and expense, change the use and designation of any room or space within such Unit Owner's Unit and may modify, remove and install non-bearing walls lying wholly within such Unit, provided that (a) any and all work with respect to the removal and installation of interior non-bearing walls to such Unit shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to the other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Trustees prior to the commencement of any such work, which approval shall not be unreasonably withheld or delayed, and (b) if such work involves the removal, relocation or addition of an interior non-bearing wall in a Unit, a new plan of the Unit shall be recorded in the Registry of Deeds (which plan shall show the Unit as changed by such work) together with a certificate signed by the Trustees certifying that all such work has been performed with the approval of the Trustees as required by this Section 11(a)(ii), all at the expense of the Unit Owner.

Further, with respect to any work within a Unit (including, without limitation, normal electrical or plumbing related work) which may in any way affect a structural component or common area or facility of the Condominium or affect another Unit either directly or indirectly, the Trustees may impose such reasonable conditions and requirements upon such work as the Trustees shall determine in their discretion, including, without limitation, a requirement that any and all workers performing any part of such work and/or the Unit Owner commissioning such work present the Trustees with evidence of adequate liability insurance to cover fully any possible damage to the common areas or facilities of the Condominium or to another Unit which might result from such work in the Trustees' reasonable judgment. In any event, any Unit Owner having any work performed within such Unit Owner's Unit shall be fully and personally liable to the Trustees and other Unit Owners for any damage to the common areas or facilities of the Condominium or to the other Unit arising in any way out of such work. Upon such liability being reduced to judgment or otherwise being reduced to a liquidated amount in any other fashion, such liability, until satisfied, shall constitute a lien on the Unit of such Unit Owner which shall be enforced in the same manner as provided in the Declaration of Trust and Chapter 183A with regard to liens for common expenses.

(iii) No Unit or part thereof shall be leased or rented except in accordance with written permission granted by the Trustees in accordance with the By-Laws. The Trustees may promulgate rules and regulations relating to the rental and leasing of Units.

(iv) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust or the Rules and Regulations, as the same may be amended from time to time.

(b) Unit 7 only (the "Affordable Unit") shall be subject to the restrictions on use, resale, transfer and encumbrance set forth in a Regulatory Agreement between the Declarant and the Town of Acton recorded herewith, which restrictions shall be incorporated by reference into the unit deed for such Unit.

(c) All Units shall be subject to the following restrictions on design:

(i) The exterior appearance of the Building and the Units, including the Exclusive Use Areas, shall be preserved without modification except as provided herein, and to that end, without limiting the generality of the foregoing, unless permitted by an instrument in writing duly executed by the Trustees or as may otherwise be provided for in this Master Deed or the Declaration of Trust, no changes may be made to the exterior of the Building or the Units, and no addition, structure or features shall be constructed in the Exclusive Use Areas.

The Trustees shall develop design review standards governing such exterior changes, which standards shall take into account setback and other dimensional requirements of the Zoning By-Law applicable from time to time, and shall evaluate any proposal for such exterior changes in light of such standards. The Trustees may appoint a Design Review Committee, in accordance with Section 6.1(xviii) of the Declaration of Trust, to evaluate proposals in the first instance and make a recommendation to the Trustees regarding such proposals.

ANY ALTERATION, STRUCTURE, ADDITION, PROJECTION OR OTHER FEATURE WHICH ALTERS THE BOUNDARIES OF A UNIT AS SET FORTH IN SECTION 5 HEREOF, SHALL REQUIRE AN AMENDMENT TO THIS MASTER DEED IN ACCORDANCE WITH SECTION 12 HEREOF.

(d) PCRC Common Land: The PCRC Common Land shall be subject to the following restrictions:

(i) The PCRC Common Land shall remain unbuilt upon, provided that an overall maximum of five (5) percent of such land may be subject to pavement and structures accessory to the dedicated uses of the PCRC Common Land set forth in Section 10 above.

(ii) The PCRC Common Land shall not be used for any uses other than those set forth in Section 10 above.

(e) The above restrictions shall be for the benefit of the Unit Owners and the Trustees of the Condominium Trust, and shall be enforceable solely by a Unit Owner or the 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 Section 11 except such as occur during such Unit Owner's ownership of any Unit.

12. General and Special Amendment of Master Deed: (a) Unless otherwise permitted by other provisions hereof, and subject to and in accordance with the rights of the Declarant to add Additional Phases to the Condominium under Section 20 of this Master Deed, and subject to Section 19(h) below, this Master Deed may be amended only by an instrument in writing signed by Unit Owners entitled in the aggregate to at least sixty-seven percent (67%) of the undivided interest in the common areas and facilities, and duly recorded with the Registry of Deeds and filed with the Land Court as set forth below in this Section 12, provided, however, that:

(i) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered.

(ii) No instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners;

(iii) No instrument of amendment affecting a Unit upon which there is a mortgage of record shall be of any force or effect with respect to such Unit unless the same has been assented to by the holder of such mortgage; and

(iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

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 within nine (9) months after such date.

Notwithstanding any of the foregoing, so long as the Declarant is the owner of any Unit, no amendment to this Master Deed may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit, without the Declarant's express written consent.

13. Encroachments: If any portion of the common areas or facilities now encroaches upon any Unit, or if any Unit now encroaches upon another Unit or upon any portion of the common areas or facilities or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the common areas or facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoring of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as it exists.

14. Common Areas and Facilities Located Within a Unit: Each Unit Owner shall have an easement in common with the owner of other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities located in another Unit and serving such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the owner of the Unit to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities serving such other Unit and located in such Unit. The Trustees shall have a right of access, at reasonable times and upon reasonable notice (except that in the event of emergency, entry may be made at any time and without notice), to a Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities contained therein or elsewhere in the Building.

15. Applicable Law: The Units and common areas and facilities and the Unit Owners and Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations, shall be governed by provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium or any portion thereof from the provisions of said Chapter 183A.

16. Matters to which the Units are Subject: All present and future owners, tenants, visitors, servants and occupants of any Unit shall be subject to, and shall comply with, the provisions of this Master Deed and any amendments thereto, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time. 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 for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by any such owner, tenant, grantee, visitor, servant or occupant, and (b) 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 conveyance or lease of such Unit or any part thereof.

17. Right of First Refusal. Except for the first conveyance of any Unit by the Declarant, the Trustees of the Condominium shall have a right of first refusal with respect to the transfer of any Unit, which shall be exercisable as a means of insuring owner-occupancy of a Unit and to insure the continuance of the mission of the Condominium Trust set forth in the Declaration of Trust, but only upon the terms and conditions set forth herein. Moreover, such right shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership or occupancy of units because of race, creed, color, national origin, sex, age or sexual preference.

Whenever a Unit Owner shall desire to sell, dispose of or otherwise convey a Unit, the Unit Owner shall provide written notice to the Trustees of the Condominium Trust containing the exact terms and conditions which the Unit Owner has received from another purchaser and/or is willing to accept. The Trustees of the Condominium shall thereafter have thirty (30) days to exercise the option. Such Unit Owner shall be prohibited from transferring the Unit unless and until the such thirty (30) day period has elapsed without exercise of this option by the Trustees as set forth below.

The Trustees shall exercise the option by providing the Unit Owner with written notice of their intent to exercise the option, at the same price and under the same terms and conditions contained in the written notice or upon such other terms and conditions as may be agreed to between such Unit Owner and the Trustees; whereupon the Condominium Trust (or its substitute buyer) shall proceed to exercise due diligence in completing the purchase of the Unit promptly and properly.

18. Provisions concerning Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) Requirements: Notwithstanding anything to the contrary in this Master Deed, the Declaration of Trust, the By-laws or the Rules and Regulations (except Section 25 of this Master Deed which provides that all portions of this Master Deed shall be consistent with said Chapter 183A), the following provisions shall apply for the protection of the holder of any first mortgage (hereinafter a "First Mortgagee") of record with respect to any Unit, and shall be enforceable by any First Mortgagee:

(a) The right of a Unit Owner to sell, transfer or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction other than that set forth in Section 17 above. Such right must comply with the following:

1. the right to purchase is exercisable only as a means of insuring owner-occupancy of the Unit that is being sold, or for some other valid purpose that serves the best interest of the Trust and its members;

2. the right to purchase and the manner in which the Trust exercises it comply with applicable law; and

3. the right to purchase may be exercised only if the Trust gives the Unit Owner written notice of its intent to exercise the option within 30 days after it receives the Unit Owner's notice of the proposed sale and then only if the Trust (or its substitute buyer) has the ability and proceeds to exercise due diligence in completing the purchase of the Unit promptly and properly. The Trust will not have this right of first refusal with respect to any lease, sale or transfer of a Unit in connection with a mortgage foreclosure (or the acceptance of a deed in lieu of the foreclosure) or with respect to any sale or transfer by the mortgage holder or other party who acquired the Unit in connection with the foreclosure or deed-in-lieu. 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 its 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 so acquired by the First Mortgagee;

Any party who takes title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations.

(b) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall be liable, to the extent provided for in M.G.L. c. 183A, for such Unit's unpaid common expenses, dues, or other assessments which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(c) Except as provided by statute in case of condemnation of, or substantial loss by casualty to, the Units and/or the common areas and facilities of the Condominium, unless two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) consent, the Unit Owners and the Trustees shall not be entitled to:

(i) by any act or omission, seek to abandon or terminate the Condominium; or

(ii) change the pro rata interest or obligations of a Unit for the purpose of:

(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(2) determining the pro rata share of ownership of each Unit in the common areas and facilities, or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall be deemed an action for which prior consent of the First Mortgagees shall not be required pursuant to this clause, provided further that the assignment, lease or license of parking spaces or garages which are not appurtenant to Units, in accordance with Section 6(c) above, shall also be deemed an action for which prior consent of the First Mortgagees shall not be required pursuant to this clause; or

(v) use hazard insurance proceeds collected on account of losses to either the Units or the common areas and facilities of the Condominium for purposes other than the repair, replacement or reconstruction thereof;

(d) Consistent with the provisions of said Chapter 183A, at such time as the Buildings are assessed for real estate taxes as separate condominium units, 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;

(e) In no event shall any provision of this Master Deed, the Declaration of Trust or the By-laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(f) A First Mortgagee, upon written request made to the Trustees, shall be entitled to:

(i) receive written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust or the By-laws which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust and at the First Mortgagee's expense, an audited financial statement;

(iv) receive written notice of all meetings of the Condominium 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 First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of such Unit or the common areas and facilities of the Condominium;

(g) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed an initial term of three (3) years, although any such agreement may be renewable for yearly periods after such initial three year term. Furthermore, for as long as applicable regulations by either FHLMC or FNMA shall require, 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.

(h) Any First Mortgagee who has requested the Trustees to notify it of any proposed action that requires the consent of a specified percentage of First Mortgagees shall be referred to hereinafter as an "Eligible Mortgage Holder". This Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations may not be amended so as to materially adversely affect a First Mortgagee's interest in any of the following matters unless such amendment is approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the beneficial interest attributable to Units that are subject to mortgages held by Eligible Mortgage Holders:

(i) voting rights of Unit Owners;

(ii) assessments for common expenses, liens for common expenses or subordination of liens for common expenses;

(iii) reserves for maintenance, repair and replacement of common areas;

(iv) responsibility of the Trustees for the maintenance, repair and replacement of the common areas;

(v) reallocation of the percentage of undivided interest in the common areas and facilities held by the Units;

(vi) boundaries of any Unit;

(vii) convertibility of Units into common areas or vice versa;

(viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(ix) requirements under this Master Deed or the Declaration of Trust, if any, concerning insurance or fidelity bonds;

(x) leasing of Units;

(xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

(xii) a decision by the Trustees to establish self management of the Condominium;

(xiii) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in this Master Deed or the Declaration of Trust;

(xiv) the process for terminating the legal status of the Condominium after substantial destruction or condemnation occurs;

(xv) any provisions that expressly benefit mortgage holders, mortgage insurers or mortgage guarantors.

(i) Any decision by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium shall require the assent of Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the mortgaged Units.

(j) In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Trustees, or with respect to any other matter, the guideline with the greater numerical requirements shall control.

(k) Each Unit Owner shall have the unrestricted right of ingress and egress to his or her Unit, which right shall be perpetual and shall run with the land as an appurtenant right to each Unit;

The Declarant intends that the provisions of this Section 17 shall comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and, except as may be otherwise specifically provided in this Master Deed, all questions with respect thereto shall be resolved so as to be consistent with that intention. Further, notwithstanding any provision of this Master Deed or the Declaration of Trust to the contrary, the Declarant shall, so long as the Declarant is the owner of any of the Units, have the absolute right to amend this Master Deed from time to time to facilitate the financing of the purchase of a Unit, as requested by FHLMC, FNMA or any proposed first mortgagee, but only so far as necessary to conform the Condominium or the provisions of this Master Deed to the rules, regulations, and guidelines of FNMA, FHLMC or any other similar entity which is or may become involved in the insurance or granting of mortgages, or the purchase of mortgages on the so-called "secondary market", such amendment to become effective when signed and acknowledged by the Declarant and recorded with the Registry of Deeds; provided, however, that in no event shall any such amendment adversely affect either the substantive rights of any Unit Owner to use and enjoy either his Unit or the common areas and facilities of the Condominium in any material way, and provided further that the Declarant provide the Trustees with the text of any such amendments and the recording information for any such amendments.

The provisions of this Section 18 may not be rescinded or amended in any manner which is detrimental to the interests of a First Mortgagee without the written consent of all First Mortgagees.

Any certificate signed by the two (2) Trustees in office at the time setting forth as fact any matters concerning the consents or votes of First Mortgages or Eligible Mortgage Holders with respect to this Section 18, when duly acknowledged and recorded with the Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

19. Notification to Trustees of Default Under Mortgage: By accepting a mortgage on a Unit of the Condominium, a mortgagee agrees to provide the Trustees with written notification of any default under said mortgage which is not cured within thirty (30) days. In any event such mortgagee shall provide the Trustees with written notice of any such default thirty (30) days prior to exercising any of its remedies under such mortgage. The Trustees shall have the right, but not the obligation, to cure any such default and to add the expenses incurred to the common expenses assessed to the Unit, which expense shall constitute a lien against such Unit under Section 6 of Chapter 183A. In the event that the Trustees choose to cure a default, the Mortgagee agrees to accept such cure.

20. Declarant's Reservation of Rights: While it is the Declarant's intent to create a Condominium consisting of twenty-four residential Units, the Declarant hereby reserves the right to construct such Units in phases. Phase 1 consists of Units 2 and 3, as shown on the Phase 1 Floor Plans recorded herewith. Subsequent phases are collectively hereinafter referred to as the "Additional Phases" and individually as an "Additional Phase." Notwithstanding anything to the contrary set forth in this Master Deed, the Declarant hereby reserves the following rights and easements with regard to the Additional Phases:

(a) The Declarant shall have the right to construct and add to the Condominium the additional Buildings, Units and other improvements described in Exhibit B at any time and from time to time, in toto, one at a time, or in any combination, in any sequence, any of which may be as small as a single Building containing a single Unit, with no limit on the maximum number of Buildings or Units included in any Additional Phase except that the maximum total number of Units shall be twenty-four; the maximum total number of Buildings shall be seventeen; and construction of such Additional Phases shall proceed in accordance with the PCRC Special Permit.

(b) The Declarant reserves the right and easement, during the period of construction of the buildings and improvements comprising the Additional Phases, to pass and repass over the land described in Exhibit A, including the right to store construction equipment, trailers and supplies and such other related rights as are reasonably necessary or convenient for such construction.

(c) The Declarant reserves the right and easement to connect to and extend, alter and modify all roads, walkways, pathways, utility lines, pipes, conduits, drainage facilities and other facilities on the land described in Exhibit A in connection with the construction of the Additional Phases, provided that no such extension, alteration, connection, construction or modification shall unreasonably interfere with the use of the Units which are then part of the Condominium nor violate the terms of the PCRC Special Permit.

(d) The Declarant reserves the right, after completion of the Buildings and improvements comprising an Additional Phase, to submit such Additional Phase to the Condominium by amendment of this Master Deed and, notwithstanding any other provision contained herein, each Unit Owner, and their successors, assigns and mortgagees, by the acceptance and recording of a Unit Deed, shall be deemed to consent to the addition of the Additional Phases to the Condominium and the amendment, from time to time, of this Master Deed to permit such Additional Phases, and shall irrevocably appoint the Declarant, its successors, assigns and mortgagees as its attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish any such amendment to this Master Deed to accomplish the purposes of this Section, such power and authority to be coupled with an interest.

(e) No Additional Phase shall be included in the Condominium until such time as the improvements included therein have been sufficiently completed to permit the preparation of "as built" plans as required by Chapter 183A and an amendment to this Master Deed adding the Units of such Additional Phase to the Condominium has been recorded with the appropriate Registry of Deeds. Following the addition of each Additional Phase, any reference in this Master Deed or in the Declaration of Trust and By Laws of the Condominium shall be deemed to include such Additional Phase.

(f) Until such buildings and other improvements relating to an Additional Phase are incorporated into the Condominium as provided above, such buildings and improvements shall remain the property of the Declarant and shall not constitute part of the Condominium.

(g) The Declarant reserves the further right to sell, assign, mortgage or encumber the rights and easements reserved to the Declarant in this Section 20 and any improvements constructed pursuant thereto.

(h) Exhibit B and Exhibit C to this Master Deed have been prepared, and the percentage interests set forth in Exhibit C have been calculated, based on the assumption that all of the Additional Phases will be added to the Condominium, so that the Condominium will contain twenty-four Units. As a result, it is not anticipated that amendments to this Master Deed to add Additional Phases will result in the amendment of such Exhibits or the recalculation of any such percentage interests; provided, however, that, if the total number of Units in the Condominium after the completion and addition of all of the Additional Phases is less than twenty-four Units, or if the description of Buildings and improvements changes materially from that set forth in Exhibit B, or if the relation which the fair value of any Unit bears to the aggregate fair value of all of the Units materially changes, then Exhibit B or Exhibit C, as appropriate, shall also be amended accordingly.

(i) In any event, the allocation of percentage interests in the common areas and facilities of the Condominium shall at all times be made in accordance with the requirements of Chapter 183A. Each Unit Owner and holder of a mortgage on any Unit shall, by his or her acceptance of a deed or a mortgage to a Unit in the Condominium, be deemed to have consented to any change and recalculation of percentage interests as set forth above and to have waived any right to object to or contest any such change or recalculation.

(j) The right to amend this Master Deed to add the Additional Phases and the appointment of the Declarant as attorney for such purposes shall expire upon the earlier of: (i) 7 years from the date of recording of this Master Deed; (ii) the recordation of an Amendment to the Master Deed, the result of which will be to create a Condominium containing twenty-four Units; or (iii) the recording of an instrument with the appropriate Registry of Deeds executed by the Declarant terminating the Declarant's right to add any Additional Phases.

(k) The Declarant reserves the further right to grant an easement to the inhabitants of the Town of Acton, which easement shall be located in the approximate centerline location shown on the Site Plan, and for the Ski and Hiking Trail assigned in Section 6(a) above.

21. Termination of Condominium: Subject to Section 18(c) above, the Condominium may be terminated and removed from the provisions of said Chapter 183A in the manner provided in Section 21 of said Chapter 183A. Upon such termination of the Condominium, the property formerly comprising the Condominium shall be distributed among the Unit Owners as provided in Article 9.3 of the Declaration of Trust.

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

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

24. 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.

25. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the Massachusetts General Laws. In case any of the provisions stated above conflict with the provisions of said Chapter 183A, the provisions of said Chapter 183A shall control.

26. Correction of Typographical Errors and Other Errors: If the Declarant determines that a typographical error, misnomer, inadvertent omission or any other error has been made in this Master Deed, in any floor plans or Exhibits to this Master Deed or in any amendment to any of the foregoing, the Declarant shall have the right, and hereby reserves the right, to correct any such error by an instrument of amendment executed by the Declarant making reference to this Section 25, and upon such amendment being recorded with the Registry of Deeds and being filed with the Land Court, such error shall be deemed to have been corrected as fully and with the same force and effect as if such error were not ever made. No such amendment, however, shall adversely affect either any substantive rights or interest of any Unit Owner in his Unit or the common areas and facilities of the Condominium in any material way, without the written consent of such Unit Owner.

Executed as a sealed instrument as of the 17th day of August, 1995.

DECLARANT:

NEW VIEW DEVELOPMENT CORPORATION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James Snyder-Grant, Presiding

Officer

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pam Nourse, Financial

Officer

COMMONWEALTH OF MASSACHUSETTS

, ss. August 17, 1995

Then personally appeared the above named James Snyder-Grant, Presiding Officer of New View Development Corporation and acknowledged the foregoing instrument to be the free act and deed of New View Development Corporation, before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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

COMMONWEALTH OF MASSACHUSETTS

, ss. August 17, 1995

Then personally appeared the above named Pam Nourse, Financial Officer of New View Development Corporation and acknowledged the foregoing instrument to be the free act and deed of New View Development Corporation, before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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

EXHIBIT A

Legal Description of Land Comprising Condominium

Two certain parcels of land with the improvements thereon, located on Massachusetts Avenue and Central Street, Acton, Middlesex County, Massachusetts, more particularly bounded and described as follows:

PARCEL I: REGISTERED LAND

A certain parcel of land with the improvements thereon, located on Central Street, Acton, Middlesex County, Massachusetts, and being more particularly shown as Lot 11 on a plan entitled, "Land in Acton, Mass., Surveyed for Richard Sisson," being a subdivision of Land Court Plan 4352A, Scale: 1" = 40 Feet, dated July, 1993, by David E. Ross Associates, Inc., a copy of which is filed with the Middlesex South Registry District of the Land Court as Plan No. 4352I (for purposes of this description, "Parcel I").

For Declarant's title, see deed of Richard Sisson dated November 10, 1994, and filed with the said District Registry of the Land Court as Document No. 962422, and Certificate of Title No. 200898.

Said Parcel I is subject to, and has the benefit of, the following:

Rights in regard to a fifty (50) foot way and sidewalk under the provisions of a deed given by Andrew Hapgood to Isaac Reed, dated April 14, 1879, recorded with the Middlesex South District Registry of Deeds in Book 1507, Page 313.

Reservation as set forth in Document Number 367124 filed with the Middlesex South Registry District of the Land Court.

Rights of others lawfully entitled to utilize so much of the premises within the limits of the County Road known as Central Street as shown on Land Court Plan No. 4352A.

PCRC Special Permit issued by the Town of Acton Planning Board on August 22, 1994, filed in the said District of the Land Court as Document No. 969085, and recorded in said Registry in Book 25202, Page 91.

Order of Conditions under Wetlands Protection By-Law, Chapter F, filed in the said District of the Land Court as Document No. \_\_\_\_\_\_\_\_.

Order of Conditions under G.L. c. 131, §40, dated September 7, 1994, filed in the said District of the Land Court as Document No. \_\_\_\_\_\_\_\_\_\_\_.

Decision on the Petition by James M. Snyder-Grant, Decision 94-22 of Acton Board of Appeals, filed with said District of the Land Court as Document No. 969085.

PARCEL II: UNREGISTERED LAND

The Land with the improvements thereon, located on Massachusetts Avenue, Acton, Massachusetts, being shown as Lot 3B on a plan entitled, "Subdivision Plan of Land in Acton, MA.," prepared for New View Development Corporation, prepared by Joseph R. Henry Associates, Inc., dated June 16, 1994, revised June 29, 1994, further revised November 4, 1994, and recorded with the Middlesex South District Registry of Deeds as Plan No. 185 of 1995, in Book 25202, Page 74 (for purposes of this description, "Parcel II").

For Declarant's title, see deed of James T. Engell et ux., dated November 8, 1993 and recorded with said District Registry of Deeds in Book 23887, Page 581, of which said Lot 3B is a portion.

Said Parcel II is subject to, and has the benefit of, the following:

Easement for sewer purposes as set forth in Deed dated September 2, 1910, recorded with the Middlesex South District Registry of Deeds in Book 3547, Page 239, insofar as the same may still be in force and applicable.

Right of Way as set forth in Deed dated October 20, 1896, recorded with said Deeds in Book 2507, Page 94, insofar as the same may still be in force and applicable.

Easement for cesspool purposes as set forth in Deed dated October 20, 1896, recorded with said Deeds in Book 2507, Page 94, insofar as the same may still be in force and applicable.

Decision issued by the Acton Planning Board recorded with said Deed in Book 21160, page 302, as affected by Amendment of Decision issued by the Acton Planning Board recorded with said Deeds in Book 21160, Page 311.

Declaration of Covenants and Restrictions and Reservation of Easements dated April 30, 1993, recorded with said Deeds in Book 21160, Page 314.

Town of Acton Planning Board Restrictive Covenant dated May 14, 1991, recorded with said Deeds in Book 21160, Page 321, as affected by Release of Lots Provision of Surety dated February 14, 1992, recorded with said Deeds in Book 21731, Page 560.

Grant of Easement to the Town of Acton dated April 30, 1991, recorded with said Deeds in Book 21160, Page 324.

Grant of Easement to Boston Edison Company and New England Telephone and Telegraph Company recorded with said Deeds in Book 21411, Page 213.

Easements as set forth in Deed dated February 15, 1992, recorded with said Deeds in Book 21781, Page 562.

Easements as shown on plan entitled, "Plan of Land in Acton, Massachusetts Prepared for Scott Green Prepared By: Joseph R. Henry & Associates, Inc.," dated April 1991, recorded with said Deeds as Plan No. 344 of 1991, Book 21160, Page 301.

Amendment of Decision, Gregory Land, Open Space Development and Common Drive Special Permit issued by the Town of Acton Planning Board on August 22, 1994, recorded in said Registry in Book 25202, Page 102, and filed in said District of the Land Court as Document No. 969085.

Order of Conditions under Wetlands Protection By-Law, Chapter F, recorded in said Registry in Book 25202, Page 76.

Order of Conditions under G.L. c. 131, §40, dated September 17, 1994, recorded in said Registry in Book 25202, Page 82.

Decision on the Petition by James M. Snyder-Grant, Decision 94-22 of Acton Board of Appeals, recorded in said Registry in Book 25202, Page 89.

EXHIBIT C

Unit Designations

Approximate

Habitable

Total Area in GSF,

Unit Percentage Number of Number of Exclusive

Designation Interest Rooms `Bedrooms of Decks

1 4.121 4 2 1250

2 4.053 6 3 1794

3 4.765 7 4 2845

4 4.513 5 2 1810

5 3.545 4 2 1163

6 3.545 4 2 1163

7 3.545 5 3 1260

8 3.545 4 2 1163

9 3.982 6 3 1740

10 3.982 6 3 1740

11 3.932 4 2 1576

12 3.982 6 3 1740

13 3.982 6 3 1740

14 4.239 5 2 1576

15 4.700 6 4 1810

16 4.492 7 3 2171

17 3.722 4 2 1163

18 3.545 4 3 1163

19 4.492 8 3 2171

20 4.629 7 3 2243

21 4.629 8 4 2647

22 4.629 7 3 2171

23 4.492 7 3 2171

24 4.939 8 4 2134

100.00%

EXHIBIT D

New View Condominium As-Built Plans

PHASE 1

1. Site Plan

2. Unit 2 As-Built Floor Plan

3. Unit 3 As-Built Floor Plan