

ATTORNEY'S AFFIDAVIT

Property Address: Harris Street Village Condominium
Jennifer Path and Samantha Way
Acton, Massachusetts 01720

Title Reference: Master Deed recorded with Middlesex South
District Registry of Deeds in
Book 31314, Page 124, as amended

I, Steven R. Graham, of Acton, Middlesex County, Massachusetts, having personal knowledge of the facts herein stated, under oath depose and say as follows:

I am an attorney-at-law with an office located in Acton, Massachusetts and am licensed to practice in the Commonwealth of Massachusetts.

On behalf of the Declarant, Harris Street Village, LLC, I caused to be prepared and recorded the Master Deed for Harris Street Village Condominium.

On behalf of the Declarant, Harris Street Village, LLC, I caused to be prepared and recorded each of the Amendments to the Master Deed being the First Amendment to Master Deed recorded with said Deeds in Book 32028, Page 134; Amendment to Master Deed for Phase 2 recorded with said Deeds in Book 31425, Page 57; Confirmatory Amendment to Master Deed for Phase 2 recorded with said Deeds in Book 31440, Page 450; Amendment to Master Deed for Phase 3 recorded with said Deeds in Book 31463, Page 501; Amendment to Master Deed for Phase 4 recorded with said Deeds in Book 31571, Page 512; Amendment to Master Deed for Phase 5 recorded with said Deeds in Book 31655, Page 1; Confirmatory Amendment to Master Deed for Phase 5 recorded with said Deeds in Book 31771, Page 384; and Amendment to Master Deed for Phase 6 recorded with said Deeds in Book 32028, Page 147, including the amended Exhibit C to each phasing amendment setting forth the percentage interest of the Condominium Units at Harris Street Village as set forth in Exhibit C attached to each such Amendment.

Due to inadvertence, the percentage interest of Units 1, 12, 14 and 15 was stated as 5.97% for each of said Units. Said Units were Affordable Housing Units which were approved as such by the Planning Board of the Town of Acton and created pursuant to the Local Initiative Program administered by the Department of Housing and Community Development, and are subject to the restrictions on resale as set forth in the Deed Riders attached to the Unit Deeds.

Each of the aforementioned Affordable Housing Units was sold at a price of \$94,500 and the resale is subject to limitation on price as set forth in the Deed Riders.

The percentage ownership of the Affordable Housing Units should have been shown as 2.32% for each Unit, and the percentage ownership of the other Units should have been correspondingly adjusted as set forth in Exhibit A attached hereto and incorporated herein by reference.

The attached Exhibit A is the correct percentage interest of all of the Units in the Harris Street Village Condominium.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 7th day of MAY, 2001.

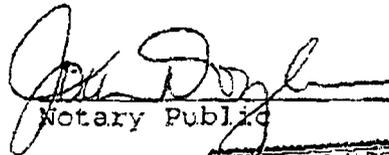

STEVEN R. GRAHAM

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

MAY 7, 2001

Subscribed and sworn to before me,

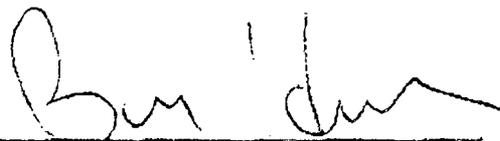

Notary Public

My commission expires:

JOAN DOYLE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 11, 2007

CERTIFICATE

I, Barry S. Harsip, hereby certify that I am an attorney at law with offices at Graham & Harsip, P.C., 289 Great Road, Acton, Massachusetts, and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.


Barry S. Harsip

AMENDED
EXHIBIT C
TO THE MASTER DEED
OF
HARRIS STREET VILLAGE CONDOMINIUM

DESCRIPTION OF DWELLINGS

UNIT DESIGNATION	LOCATION	APPROXIMATE AREA (SQUARE FEET)	NUMBER AND DESCRIPTION OF ROOMS	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
1	E.U.A. 1	2,535 sq. ft.	11.5 = BA, G, M, 1.5B, L, D, K, BO, 3BR	2.32 %
2	E.U.A. 2	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %
3	E.U.A. 3	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %
7	E.U.A. 7	2,535 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %
8	S.U.A. 8	2,875 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.37 %
9	E.U.A. 9	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %

4	E.U.A. 4	2,535 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %
5	E.U.A. 5	2,875 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.37 %
6	E.U.A. 6	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %
10	E.U.A. 10	2,850 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.61 %
11	E.U.A. 11	2,870 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	7.37 %
12	E.U.A. 12	2,885 sq. ft.	11.5 = BA, G, M, 1.5B, L, D, K, BO, 3BR	2.32 %
13	E.U.A. 13	2,835 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR,	7.37 %
14	E.U.A. 14	2,870 sq. ft.	11.5 = BA, G, M, 2.5B, L, D, K, BO, 2BR	2.32 %
15	E.U.A. 15	2,725 sq. ft.	11.5 = BA, G, M, 1.5B, L, D, K, E, 3BR	2.32 %
16	E.U.A. 16	2,770 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, E, 3BR	7.97 %
Total				100 %

NOTES:

1. L = Living Room; D = Dining Room; K = Kitchen; B = Bath, BR = Bedroom; F = Family Room; G = Garage; BO = Bonus Room; M = Mudroom; BA = Basement/Cellar (unfinished); DK = Deck; LA = Laundry; S = Study; E = Eating Area; P = Porch (enclosed).
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easements, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered E.U.A., as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

SECOND AMENDMENT TO MASTER DEED

HARRIS STREET VILLAGE CONDOMINIUM

HARRIS STREET VILLAGE, LLC, a Massachusetts corporation of 178 Great Road, Acton, Massachusetts 01720 (hereinafter the "Declarant") of the Master Deed dated April 12, 2000 recorded on April 14, 2000 in the Middlesex South District Registry of Deeds as Instrument Number 1009, in Book 31314, Page 124, pursuant to and in accordance with the terms and provisions of Paragraph 16 thereof hereby amend said Master Deed as follows:

An amended Exhibit C describing, correcting and setting forth the percentage ownership interests for all units in the common areas and facilities of the Condominium which have been calculated in accordance with the Act, is recorded with and made a part of this Amendment to the Master Deed.

Executed as a sealed instrument this 7TH day of May, 2001.

HARRIS STREET VILLAGE, LLC

BY: *Carlton R. Traywick, Jr.*
CARLTON R. TRAYWICK, JR
Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

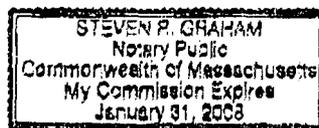
Middlesex, SS.

May 7, 2001

Then personally appeared the above named CARLTON R. TRAYWICK, JR. and acknowledged the foregoing to be the free act and deed of HARRIS STREET VILLAGE, LLC, before me.

Steven P. Graham
Notary Public

My commission expires:



AMENDED
EXHIBIT C

TO THE MASTER DEED
OF
HARRIS STREET VILLAGE CONDOMINIUM

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PERKINS & ASSOCIATES, P.C.
ATTORNEYS AT LAW
THE MILL
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CHARLES A. PERKINS, JR.
THOMAS A. GIBBONS*
ROBERT W. ANCTIL*
ANITA L. CHMILARSKI
DIRECTOR OF OPERATIONS
*ALSO ADMITTED IN NH

May 29, 2001

OF COUNSEL
JEFFREY M. BROWN
BETSY R. ALTER
ROSEMARY A. MACERO*

Via Facsimile and Certified Mail

Mr. Steven Graham, Esquire
289 Great Road
Acton, MA 01720

RE: Harris Street Village Condominium Association

Dear Mr. Graham:

Please be advised that the undersigned has been retained by the Harris Street Village Condominium Association.

Harris Street Village Condominium through its Board of Trustees has indicated that there are a number of different issues which remain outstanding between the Condominium Association the original declarant for the Condominium Association (Harris Street Village, LLC) and the original Trustees of the Association (hereinafter collectively, the "developer"). In order to resolve these matters which follow involves discussions of settlement which will not constitute an admission and/or any evidence in any further matter.

The first and immediate issue of the Condominium Association involves the budget set by the prior developer. It is our understanding that this Condominium Association operated at a loss from its inception and that notwithstanding this, the developer failed to raise condominium fees and to adjust the accounts accordingly to their responsibilities set in the Master Deed. It additionally appears that the developing entity prior to the transition from a developer controlled board to the unit owners, reimbursed itself a sum of money leaving Association in a precarious fiscal situation.

The second issue of the Association involves uncompleted items in the common area. These include but are not limited to the following:

1. At the left rear corner of unit 14, erosion has started to the retention pond and may require a retaining wall to correct;
2. The temporary electrical panel at the left of the entrance needs to be removed;
3. At the right side of unit 13, erosion exists which must be remedied;
4. At the drainage swill behind units 6-9 the same has developed sink holes and is not performing as designed;

5. There are trees at the tree line adjacent to the leach field some of which have died and require replacement;
6. The Association was sent a copy of a bill which was originally sent by your office to the developer and indicated that the Association was responsible for payment regarding the same;

Finally, there exists an issue regarding the percentage interest attributed to the units at the condominium association. Originally the units were assigned a percentage interests which were not based on the affordable nature of the units. The percentage interests on these units were changed subsequent to the completion of the project.

We would suggest the resolution of the above matters as follows:

1. The Association is refunded the amount of monies which were paid by the developer prior to the transition and released from any further obligations the developer and/or any vendors who have requested payments thereto. The developing entity would be responsible for these and would indemnify and hold the Association harmless regarding the same. Further, evidence of payments must be submitted to the Association along with releases to the extent they are applicable.
2. The Condominium Association would request that your client perform the work set forth above in a good workman like manner within sixty (60) days of the date of this correspondence.
3. The Association would be indemnified for any funds which have been submitted to the Association for payment from your firm and the same would remain the responsibility of the developing entity.
4. The Association will cooperate with your client regarding the correction of the percentage interest issue.

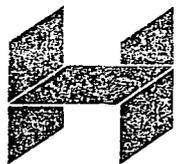
We would suggest that we prepare an Amendment to be executed by 100% of the unit owners to be filed in the Registry of Deeds reflecting the correct percentage interest and thereafter the developer secure commitment from a title insurance company to issue a title insurance policy of the sale of any of the units. This would alleviate the need of attempting to secure permission of the mortgage holders. Any attorney's fees which the association accrues in the correction of the title issue would be paid by the declarant.

Upon your receipt of this would you please contact your client to discuss the resolution of this matter. If I can be of any further assistance, please do not hesitate to contact me.

Very truly yours,

DRAFT
Charles A. Perkins, Jr.

cc: Trustees, Harris Street Village Condominium
Hodan Management



HODAN MANAGEMENT LTD.

To: All Unit Owners
Harris Street Village Condominium Association

From: Board of Trustees

Re: Budget Increase

Date: May 30, 2001

This letter will serve as notice of a Budget increase regarding the Condominium fees at the Harris Street Village Condominium Association.

As you may be aware, the original developer operated the Condominium Association by way of a budgetary deficiency and it is imperative that we increase condominium fees to meet our basic budgetary requirements.

However, there are several complicating issues which surround this increase.

It is the Board of Trustees understanding that the development of the Harris Street Village Condominium Association included four units which were designated as affordable housing.

However, the original Master Deed did not reflect these affordable units as such. Counsel for the original developer attempted recently to rectify this issue by filing a second amendment to the Master Deed which changed the percentage interest on the affordable units and adjusted the other units accordingly.

If this had been undertaken with the original recording of the Master Deed, the Board of Trustees and Unit Owners may not have had any issues associated with the same. However, the filing of the amendment subsequent to the departure of the developer raises several legal issues.

At this juncture, the Board is prepared to recognize for budgetary and voting purposes only this second amendment altering percentage interest.

The Board must reserve its right to reassess all unit owners based on the original percentage interest filed in the Registry of Deeds if a court or title insurance company questions the amendment which effectuated the above.

It is the intention of the Board of Trustees to prepare an amendment which would require 100% vote of all unit owners to attempt to accomplish this change in percentage interest.

It is important to note that there is not a limitation of \$50.00 as was originally thought by some of the owners of the affordable units on condominium fees but merely the fact that it is based on a different percentage interest.

The Board of Trustees will continue to keep you advised in this matter and looks forward to meeting with you to discuss this and other issues which require resolution with the developer.

The new fees and Budget are attached to this notice and are effective July 1, 2001.

Harris Street Village Condominiums

Unit	Current %	2001 Fee		
17 Samantha	2.32	58		
15 Samantha	7.61	190		
13 Samantha	7.61	190		
11 Samantha	7.61	190		
9 Samantha	7.37	184		
7 Samantha	7.61	190		
5 Samantha	7.61	190		
3 Samantha	7.37	184		
1 Samantha	7.61	190		
6 Samantha	7.61	190		
4 Samantha	7.37	184		
2 Samantha	2.32	58		
7 Jennifer	7.37	184		
6 Jennifer	2.32	58		
4 Jennifer	2.32	58		
2 Jennifer	7.97	199		

To: All Units Owners
Harris Street Village Condominium Association

From:

Name	Address
Sheng-Hui Yang,	4 Samantha Way
Ming Ye,	2 Jennifer Path
Shi-Ping Geng,	11 Samantha Way

Date: June 1, 2001

Dear Harris Village owners:

We would like to call an "all-hands" meeting to discuss the issues regarding the Condominium fee increase schedule that is stated in the letter from the Board of Trustees dated May 30, 2001. The meeting will be held in Ms. Ye's house at 2 Jennifer Path at 7:30 pm, Saturday June 2, 2001.

After we have received and read the aforementioned letter, we felt fairly uneasy by the message. For example, it says on page 2 that "The new fees and Budget are attached to this notice and are effective July 1, 2001." We do not think that the Board of Trustees can make such a decision without having an amendment to the Master Deed passed by the Owners in the first place. (Please see the Master Deed Section 15 on "Amendments.")

Specifically we want to bring this matter to the attention of all the non "affordable housing" owners. We as non "affordable housing" owners feel that our right has not been addressed and protected. For example, under the percentage interest change stated in the aforementioned letter, we would be forced to subsidize somebody's snow plowing expense. What is the legal ground for putting us in such a disadvantageous situation? Why, in addition to paying all the taxes as State and Town residents and property owners, should we pay extra money? Why were we not notified of this kind of cost structure when we purchased our units? And now, according to the aforementioned letter, "the original developer attempted recently to rectify this issue by filing a second amendment to the Master Deed which changed the percentage interest on the affordable units and adjusted the other units accordingly" without our knowledge. What will be our share of liability if such "percentage interest change" becomes effective?

If you are as concerned as we are, please join us in this meeting. Voice your opinion and participate in the decision process. Do not let your right slip away.

Thank you for your attention.

To: All Units Owners
Harris Street Village Condominium Association

From: Sheng-Hui Yang
4 Samantha Way, Acton, MA 01720.

*The attorney
Sue Weiss
is mistaken*

Date: June 2, 2001

Dear Harris Street Village Owners:

I would like to provide some information for today's Owners' meeting:

- A) I went through the Master Deed and Condominium Trust in some detail and found that the percentage interest to which any unit is entitled to can only be altered through one of the following two means:
1. An amendment to the Master Deed that is signed by the owners at the time holding not less than 75% of the total voting power of the Owners and duly recorded with the Middlesex South District Registry of Deeds. is signed by all Owners whose percentage is affected. Such an amendment shall be signed by all Owners whose percentage of interest is affected before it becomes effective and can be enforced. (Cf. Master Deed, paragraph 15c).
 2. An amendment to the Master Deed filed by the Declarant (i.e., the developer) based on the addition of new units.
- B) Per my telephone conversation with Mr. Charles Perkins, the lawyer of the Harris Street Village Condominium Association today, I became aware that Northwest Development had filed an amendment to the Master Deed with the attempt to alter the percent interest *after the transition of ownership*. This occurred about two to three weeks ago, and one of our Board of Trustees was shown a copy of said amendment at that time, according to Mr. Perkins. In addition, the said amendment did not bear any signature of the Owners.

It is my personal opinion that the said amendment filed by Northwest Development is illegitimate and thus can not be enforced at the time. However, there is an original percentage interest set forth as part of the Master Deed, in which the percentage interest is roughly evenly divided among all 16 unit Owners. It is my opinion that we observe the original percentage interest setting until a legitimate amendment gets approved.

To: All Unit Owners

From: Board of Trustees
Harris Street Village Condominium association

Re: Meeting with Charles Perkins
Meeting of all owners on June 2 – letter to Hodan Management

DATE: June 06, 2001

Greetings,

We wish to inform you that you are invited to the meeting of all unit owners with Mr. Charles Perkins, who represents our Association. The meeting will take place on Monday, June 18 at 7:00 PM at the house of Richard and Silvia Studnicki, 7 Jennifer Path. The objective of this meeting is to present to the unit owners the complexity and legal implications of the percentage of interest as defined in the Master Deed, Exhibit C.

Please be advised that only Unit owners should participate in the meeting.

Attached please find a copy of a letter that was sent to Hodan Management summarizing our meeting of of July 2.

Sincerely,

Board of Trustees

To: Randy Speare
Hodan Management

From: Board of Trustees
Harris Street Village Condominium association

CC: All Unit owners
Charles Perkins, Attorney at Law

Re: Condominium fees
Your letter of May 30, 2001 to all owners

DATE: June 04, 2001

Dear Sir:

As a result of your letter, with regards to the condominium fees increase as of July 1, a meeting of all the owners was called, by some owners, to review the condominium fees policy. The owners were concerned about the way those fees were distributed among all units owners. The claim was that it was based on an unclear and not yet resolved issue of owners individual percentage of interest, Master Deed, Exhibit C. This meeting was held on June 2, 2001. In this letter we wish to inform you about this meeting, votes and decisions agreed by all.

1. It was explained to the owners that the Board of Trustees did not approve the letter you sent on May 30th. We approved the budget, but did not approve the distribution of fees among the owners and thus it is not valid. The distribution of fees among the owners was done based on an amendment to the Master Deed, not approved, and therefore illegal to the best of our knowledge. We understand that this is how you had been advised to proceed by Mr. Charles Perkins; the Board of Trustees will do its best to clarify this issue with him.
2. We have explained to the owners the urgent need to increase our condominium fees following the new budget assessment. All agreed that Condominium fees must be raised immediately to cover our budgetary needs.
3. In order for you to be able to collect increased fees as of July 1, the following was voted and agreed for the temporary period of three months only:
 - 3.1. All owners approved that Condominium fees of July, August and September 2001, only, will be collected according to the second amendment to the Master Deed as suggested in your letter. This has to be seen as a temporary agreement for the period of three months.
 - 3.2. This vote is not to approve or disapprove any Master Deed amendments, but only to allow for fee collection during the above limited period.

- 3.3. If during, or after this limited period, the issue of Master Deed percentage of interest issue is resolved, the owners that paid more than what they should have, according to the approved Master Deed percentage of interest, will be reimbursed retroactively starting July 2001. The owners that paid less will have to adjust their payment of the Condominium fees retroactively.
 - 3.4. If the issue of Master Deed percentage of interest is resolved during this limited period, the fees will be distributed accordingly during the following month; the retroactive adjustment will apply.
 - 3.5. If the above issue is not resolved by September the first 2001, a meeting of all owners will be called to decide on how the fees should be distributed and collected in the future.
4. During the meeting, the Board of Trustees explained to the owners that the issue of the Master Deed individual percentage of interest, Exhibit C, is not clear to them. The developer who filed it twice and had provided all owners with two different Exhibits C to the Master Deed complicated it. It is not clear to the Board of Trustees, which of them is valid. The Board of Trustees has already assigned Mr. Charles Perkins, Attorney in Law representing the association, to resolve this issue.

In order to speed up this process, and to better communicate the information to all owners, the Board of Trustees will invite Mr. Charles Perkins to a meeting with all unit owners. The purpose of this meeting will be to explain legal issues regarding the amendment, as well as to provide us with the information on how it will be resolved and how long this process will take.

We also wish to mention that the issue of Master Deed individual percentage of interest, as defined by the description of Dwellings in Exhibit C, is not clear and is the cause of deep frustration among the owners of non affordable units who feel they have been misled by the Developer. Exhibit C to the Master Deed was not attached to the documents during the process of sale but much later, in January 2001. The Developer did not inform the non affordable unit owners of the uneven distribution of individual percentage of interest in the Master Deed and its immediate result, uneven condominium fees, to cover for the services that everybody enjoys evenly, i.e. snow plowing, landscaping etc. Thus, non-affordable unit owners feel that they subsidize affordable unit owners. However the Developer did inform affordable unit owners about the different condominium fees. This situation is a source of unnecessary tension among the owners. Urgency in resolving this issue is critical also to allow for the owners to proceed with any activity that requires Master Deed percentage of individual interest approved by the law.

Please, see this issue as a very sensitive one. The Board of Trustees must first approve any correspondence to all owners, with regards to the Master Deed Exhibit C, or any issue related to the change in the condominium fees. Furthermore, it is not appropriate to send such a letter on behalf of the Board of Trustees, without having obtained our consent first.

Thank you in advance for your cooperation.

Sincerely,

Board of Trustees



TOWN OF ACTON
P.O. Box 681
Acton, Massachusetts, 01720
Telephone (978) 263-4776
Fax (978) 266-1408

Acton Community Housing Corporation
Nancy E. Tavernier, Chair

June 7, 2001

Dear Ms. Sheryl Ann Christensen,

On behalf of the Acton Community Housing Corporation (ACHC), I would like to issue a personal invitation to you requesting your presence at a special meeting for the Harris Village Community. We have reserved the Acton Memorial Library Meeting Room for Thursday, June 14 at 7:00PM. Harris Village was allowed to be built because it included 25% of its units as affordable units. It could not have been built without this configuration. Members of the ACHC and town staff will be in attendance to make a presentation to you about the state-mandated affordable housing program, the history of your development, how it came to be approved by the Town and the State, what makes it unique, and what guidelines it must follow for its continued success. We will be prepared to answer any questions you might have about Acton's affordable housing program or of your development in particular.

The ACHC is a town board, appointed by the Acton Board of Selectmen, with 5 regular members and 3 associate members. All the members have served for many years working toward the Town's goal of providing Affordable Housing opportunities to the community. The ACHC exists to enable creation of affordable housing ownership opportunities for moderate-income families, with priority to Acton residents, children of Acton residents, and employees working in Acton.

We consider this meeting to be extremely important and hope that every home owner in Harris Village will have at least one representative at the meeting. If you have any questions, please do not hesitate to call me at my home at 263-9611 or Betty McManus, ACHC Clerk at the Acton Housing Authority, 263-4776.

We look forward to meeting with you.

Sincerely,

Nancy E. Tavernier, Chair
Acton Community Housing Corporation

Department of Housing & Community Development
Kathryn Pegler
Office of Private Housing
1 Congress St.- 10th Floor
Boston, MA 02114

June 8, 2001

RE: Harris St. Village
Local Initiative Program
Acton, MA

Dear Kathryn,

Per our telephone conversation on June 6, 2001, the affordable unit owners at Harris St. Village would like your assistance in resolving the condominium fee issue. It was our understanding that the condominium fee would be based on the same ratio as the purchase price of the unit and the annual real estate taxes, which is 31%. Enclosed please find the following documents which timeline the correspondence on this LIP to date:

1. January 11, 1999-Decision to grant the Major Affordable Housing Development Special Permit to Northwest Development, LLC.
-Paragraph 2.9 states that the Board believes that the selling price of the units should be reduced to \$89,500 to allow for the absorption of condominium fee (estimated at \$100 per month).
2. November 1, 1999-Amendment #1 of Decision to relocate one of the affordable units from Lot 16 .
3. January 25, 2000-Letter from MCO & Associates to DHCD requesting that the selling price of the affordable units be kept at \$94,500 with the understanding that the condominium fee will reflect the 31% ratio (same as selling price and taxes),
4. May 19, 2000-Approval letter from the DHCD to the Town of Acton.
-the last page (4) of this document is an approval dated May 4, 2000 describing the selling price (\$94,500) and the condominium fee (\$50).
5. May 23, 2000-Letter from DHCD to Attorney Steven Graham enclosing the Regulatory Agreement and other documents pertaining to the LIP program.
6. May 4, 2001-Letter from Attorney Steven Graham detailing his intent to record an amendment to the Master Deed to reflect his error when he originally set all the percentages of interest equal.
7. May 8, 2001- Second Amendment to Master Deed and Attorney's Affidavit.
8. May 25, 2001-E-mail from the Chairman of the Board Trustee explaining the discussion with Attorneys Graham and Perkins regarding the amendment filed to change the percentages of interest.
9. May 29, 2001-Letter from Attorney Perkins (Counsel for the Harris St. Village Condominium Association) to Attorney Steven Graham outlining the outstanding issue with Northwest Development, including the percentages of interest .

10. May 30, 2001-Letter from Hodan Management (management company hire by the Board of Trustees of Harris Village) notifying all unit owners of the increase in condo fees based on the new percentages of interest
-This is the letter that started the tension between the affordable and non-affordable unit owners.
11. June 1, 2001-Letter to all unit owners regarding an "all hands" meeting to discuss the condominium fee increase schedule.
-This was an extremely heated meeting. The non-affordable unit owners clearly do not understand the LIP Program and the fact that this development would not have been built if the affordable units were not included.
12. June 2, 2001-Letter from Sheng-Hui Yang handed out to unit owners at the "all hands" meeting.
13. June 6, 2001-Letter from the Board of Trustees inviting all unit owners to a meeting with Attorney Charles Perkins.
14. June 7, 2001-Letter from the Town of Acton/Acton Community Housing Corporation inviting all unit owners a special meeting for the Harris Village Community.

Thanking you in advance for your concern and assistance in this matter.

Sincerely,



Sheryl Christensen
Affordable Unit Owner
Harris St. Village

cc: Nancy Tavernier, ACHC Chair
✓ Naomi McManus, ACHC Executive Director
Roland Bartl, Acton Town Planner

Acton Community Housing Corporation
Ms. Nancy Tavernier, Chair
Town of Acton
PO Box 681
Acton, Ma 01720

June 19 2001

Dear ACHC Board Members;

During the meeting between the Harris Village Condominium Owners and Acton Community Housing Corporation, held on June 14th, you expressed concerns regarding the Harris Village Condominium Trust violating certain guidelines that apply to the Local Initiative Program.

We, the Board of Trustees of the Harris Village Condominium wish to assure you that we wish to resolve the issue of the Condominium fees in a way that would satisfy the affordable and non-affordable housing owners and all the authorities involved. This by complying with the rules and the regulations we have committed to elsewhere.

In order to do so, we need your help in better understanding your claim. Please refer us to the rules and the regulations which we were committed to obey while purchasing our houses and which, as per your claim, we are violating now.

While talking to Mr. Charles Perkins, the Attorney, representing our association, we understood that there is a possibility that some information regarding the rules and the regulations that apply to Affordable Housing, and relating to the Harris Village Condominium, were not presented properly to the buyers during the process of purchasing their homes. We wish to clarify if indeed this is the case since one of the alternative solutions could be in approaching the Developer and requesting the resolution.

In order for us to be able to proceed in the search for a proper resolution, and if necessary to approach the developer, please inform us in details on the following:

1. What exactly is your claim? What, we the Association, are doing wrong? Please refer to the rules and the regulations we have committed to obey and are not. (Master Deed, Condominium Trust, purchase agreements etc.)
2. What rules and what regulations, other than those we have committed to, should guide us in trying to resolve your claim? Why, if, do they contradict documents that we signed.

3. What are the rules and the regulations in defining the distribution of the condominium fees other than defined in our Condominium Trust and in what legal way they relate to us?
4. What is the valid distribution of the condominium percentages of interest, Master Deed, Exhibit C, which we should follow in case they are the basis for the Condominium fees distribution?
5. What in your opinion went wrong? What is your proposal in resolving this issue legally and in a way that all involved parties are satisfied?
6. Should the Association be involved and carry on the costs involved in resolving of issue it did not create?

Your prompt response, which we expect to receive within two weeks, will help us to understand the issue better, We, Board of Harris Street Condominium will decide how to proceed accordingly.

We wish to assure you again that it is our strong interest to resolve any legal issue, which the Condominium Trust may be violating.

With regards

Harris Village Condominium Board of Trustees

Please send your response to:

Harris Village Condominium Board of Trustees
Attn, Mr. Richard Studnicki
7 Jennifer Path Acton MA 01720

Mr. Charles Perkins
The Mill
73 Princeton St. Suite 306
N. Chelmsford, MA 01863-1558

CC: Board of ACHC
Mr. Roland Bartl
Harris Street Condominium Owners
Mr. Charles Perkins



TOTAL 26
UNITS 14

TOWN OF ACTON
P.O. Box 681
Acton, Massachusetts, 01720
Telephone (978) 263-4776
Fax (978) 266-1408

Acton Community Housing Corporation
Nancy E. Tavernier, Chair

Harris Street Village Meeting
June 14, 2001

AGENDA

- | | | |
|-------|--------------------------------------------------------|-----------------------|
| I. | Introductions of local officials present | Tavernier |
| II. | Purpose of Meeting | Tavernier |
| III. | History of Affordable Housing program in Massachusetts | Tavernier |
| IV. | History of Affordable Housing program in Acton | McManus |
| V. | History of Harris Street Village development | Bartl |
| VI. | Statement of Condo Fee problem | Tavernier |
| VII. | Possible Resolutions | ACHC members |
| VIII. | Questions and Answers | Harris Street Village |

Harris Street Village
Background information on Affordable Housing Units
Acton Community Housing Corporation
June 14, 2001

I. Acton Planning Board

Decision of Acton Planning Board for Harris Street Village
Major Affordable Housing Development Special Permit
Decision 99-1
January 11, 1999

The Planning Board decision makes full disclosure on the affordable housing aspect of this project.

1. Introduction to Decision (excerpt)

"This Decision is in response to an application for a Major Affordable Housing Development Special Permit, received by the Acton Planning Department on August 21, 1998, pursuant to Section 4.4 of the Acton Zoning Bylaw and the Rules and Regulations for Special Permits for Major Affordable Housing Developments to construct 16 dwelling units, 4 of them affordable."

2. Findings and Conclusions

2.6 "The Applicant suggests that the four proposed affordable units can be sold meeting either the State (LIP) or the local (Town of Acton) affordability guidelines. The LIP guidelines limit the affordable unit purchase price and the maximum income of eligible households to purchase such units to lower levels than the local guidelines. While adherence to local guidelines might allow for more than four affordable units in the proposed development, any affordable units that do not meet LIP guidelines will not be recognized by the State as counting toward the Town's affordable housing stock. The State goal is that every community has at least 10% affordable housing. Acton's percentage is far below that goal."

2.7 The Town, through its Acton Community Housing Corporation (ACHC) over the years has encouraged compliance of affordable units with State LIP guidelines. The ACHC has voted to support the proposed development.

The Planning Board decides to use LIP guidelines of 25% affordable, rather than the local zoning bylaw which would have required 40%.

2.8 The Board finds that, if there were only four affordable units on the Site, it would be more desirable that these units comply with LIP rather than local requirements, and that they are recognized by the State as affordable units.

2.9 It is the Board's understanding that the maximum sales price to qualify fee simple affordable units under the State's LIP program is \$94,500, which is the proposed sales price of the affordable units on the Plan. However, the development is proposed as a condominium and the Board believes that under such circumstances the maximum sales price drops to \$89,500 (*sic*, it was actually \$83,500) to allow absorption by the homeowner of the condominium fee. The applicant estimates the initial monthly condominium fee to be \$100.

Section 2.9 begins to build the case for the subsequent request made to DHCD for the units to be sold at \$94,500 with the understanding that the condo fees for the affordable units would reflect the 31% ratio of the sales price and tax assessment. Section 2.9 implicitly lays out the options for the developer (documented in DHCD LIP Guidelines, May 1997, page 12, footnote 2, last sentence "Any units with homeowners association fees or common area fees in excess of \$20/month must be priced as condominiums") Option 1. selling the homes for \$94,500 and keeping fees to 31% OR Option 2. selling the units at \$83,500 and allowing the fees to exceed 31%, then estimated at \$100/month.

ACHC agreed to endorse the developer's request to DHCD for the first option (\$94,500). A letter was sent to DHCD and they responded with an approval that specified the selling price to be \$94,500 and the Homeowner's fee of \$50. (see documentation on page 3)

3.2 Conditions

The following conditions shall be binding on the Applicant and its successors and assigns. Failure to adhere to these conditions shall render this special permit null and void, without force and effect, and shall constitute grounds for the revocation of this special permit, and of any building or occupancy permit issued hereunder. The Town of Acton may elect to enforce compliance with this special permit using any and all powers available to it under the law.

- 3.2.1 Prior to the issuance of a building permit on the site the Applicant shall have obtained variances from the Board of Appeals to allow 25% rather than 40% affordable units, and to allow restrictions and deed riders for the affordable units consistent with State LIP guidelines and requirements. This special permit and the Plan as approved under it shall be without force and effect without these variances.
- 3.2.2 Subject to the issuance of the variances indicated herein, the four affordable units shall be priced, marketed, and deed restricted so as to qualify as LIP units in accordance with guidelines and requirements of the MA DHCD.
- 3.2.3 The Applicant shall work closely and cooperatively with the ACHC in the marketing of the affordable units. Prior to the sale of any affordable unit to a qualified buyer, the Applicant shall submit to the ACHC for review and approval deed restrictions and any other documents necessary to ensure the initial and long-term affordability of the unit in accordance with LIP requirements.

II. Letter (January 25, 2000) from Harris Street Village consultant Mark O'Hagan, MCO & Associates to DHCD:

Mrs. Miryam Bobadilla
DHCD
Office of Private Housing
Boston MA
Re: 4 Local Initiative Units
Harris Street Village, Acton

Excerpt:

"There are two issues that have come up as it relates to LIP Program Guidelines and how they will impact the operation of the condominium requiring waivers/clarification. The first is the condominium fee for the affordable homebuyers. We understand the fee allowed for a three bedroom single family home is \$20.00 per month. The Homeowners Association at Harris Street will have only three primary functions: to operate a shared septic system, provide lawn mowing and to plow the roadway. We request that DHCD allow the fees to be set at the rate of \$50.00 per month for the affordable units and to maintain the sales price of \$94,500. This will (be) a consistent ratio for the fees for the market rate and affordable homebuyers (i.e. the market rate homes are approximately three times the price of the affordable homes and this same ratio will exist in the fee structure). Attached for review is an affordability analysis for an affordable unit using 20%. Secondly, to ensure the septic system reserve account is well funded each homebuyer (market rate and affordable) is required to pay an initial \$500 into the reserve account at closing per the board of health. This is not covered in the LIP guidelines but has become very commonplace in the market. Please review and advise/approve on these two issues."

The above letter to DHCD is the action referenced in the discussion of Planning Board Finding 2.9 above on page 2.

III. Letter from DHCD to Acton Board of Selectmen, May 19, 2000 approving the Harris Street Village Local Initiative Units

Excerpts:

"I am pleased to inform you that your application for Local Initiative Program designation for units 2,4,6, and 8 Harris Street in Acton has been approved, subject to the fulfillment of the conditions listed below.

The Harris Street Village would create a community of 16 homes on a 3.3 acre parcel located within the Acton Affordable Housing Overlay district. The density for the project and the entire site development plan was designated based upon the underlying affordable housing zoning that was created by the Town of Acton.

This approval indicates that the proposed development plan and pricing structure for units 2,4,6, and 8 are in compliance with the housing standards required of affordable housing units to be included in your community's Chapter 40B affordable housing stock.

The sentence immediately above is DHCD's approval of the pricing plan proposed by Mark O'Hagan (\$94,500 and \$50 per month). This is reinforced by page 4 of the letter copied below in which the pricing structure approved appears in chart form.

Page 4 of approval letter from DHCD to Acton Selectmen:
2,4,6 and 8 Harris Street, Acton MA

LOCAL INITIATIVE PROGRAM - UNIT ONLY PROJECT

Approved May 4, 2000

This project will provide ownership opportunities according to the following breakdown:

Type	#	#	#	Livable		Homeowners
Of units	Units	Bdms	Baths	Sq. ft.	Sales price	Fee
Local Initiative						
Units	4	3	2.5	1600	\$94,500	\$50
Total units	4					

This page, generated by DHCD, offers strong documentation of their agreement with the proposed pricing structure as proposed by Mark O'Hagan. They had to generate this chart separately to include with the letter of approval.

IV. HARRIS STREET VILLAGE CONDOMINIUM TRUST AND MASTER DEED DOCUMENTS

The ACHC has reviewed both the Master Deed and the Condominium Trust documents seeking information on the following:

- Disclosure of inclusion of Affordable Units in project
- Voting rights of unit owners
- Percentage of ownership
- Amendment procedure

CONDOMINIUM TRUST DOCUMENT

- Disclosure of inclusion of Affordable Units in project

No references found in the Condo Trust documents

- Voting rights of unit owners
- Percentage of ownership

The following excerpts seem to indicate the voting power is directly tied to the percentage of ownership, therefore the proposed amendment to change the percentage ownership could diminish these voting rights.

1. Voting Rights and Percentage Ownership

Article VI. Section 4.1 Percentage Interest

The beneficiaries shall be the Owners of the Condominium from time to time. The beneficial interest in the Trust shall be divided among the owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, which shall be identical to the Unit's percentage interest in the Common Areas and Facilities of the Condominium as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phases are added to the Condominium pursuant to the provisions of paragraph 16 of the Master Deed.

Section 4.3 Voting Power of the Owners

Each Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided interest appertaining to his Unit as set forth in Exhibit C to the Master Deed.....

- Amendment Procedure

Article VII. Section 7.1 Amendment of Trust

The Trustees, with the consent in writing of owners of Units holding at least 75% of the total voting power of the Owners, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent...provided however, that no such amendment, alteration, addition or change shall be valid or effective if:

Section 7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Units as set forth in the Master Deed...

The Master Deed says that any amendment that changes the percentage interest requires the signature of all unit owners. (100% Vs. 75%).

MASTER DEED DOCUMENT

- Disclosure of inclusion of Affordable Units in project

Section 1. A. Definitions

Site Plan shall mean a plan entitled "Harris Street Village, a Major Affordable Housing Development" Acton, MA.....

Section 3 Description of Land and Use Description

The Condominium has been approved by the Planning Board of the Town of Acton as a Major Affordable Housing Development and consists of two types of land use, residential and open space.

Section 9 Purpose and Restrictions on Use

Section (w) Four (4) of the Units, as shown on the Site Plan, shall be designated as affordable housing units and shall be constructed, marketed and sold in accordance with the regulations set forth in 760CMR 45.00 promulgated pursuant to the provisions of Mass. General Laws Chapter 40B, Section 20 through 23 for the Local Initiative Program ("LIP")

In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a unit, such right of first refusal, with respect to the affordable housing units, shall be secondary to the right of first refusal of the Town or the Commonwealth as provided for in the LIP Program. No instrument amending this paragraph shall be of any force and effect until the Planning Board of the Town of Acton and the MA. Dept. of Housing and Community Development approve such amendment in writing.

ACHC finds the Master Deed did disclose the presence of Affordable Units, while not spelling out the details of the pricing structure, it does reference the LIP program which traces back to the approvals given to the town by DHCD. We also verbal verification from one of the market unit owners that the realtor did disclose the inclusion of affordable houses which were sold for less and that they would also have discounted condo fees.

- Voting rights of unit owners

No references to voting rights appear in the Master Deed.

- Percentage of ownership

Section 7. Percentage Ownership Interest in Common Areas and Facilities

The percentage ownership of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth

in Exhibit C attached hereto and made a part hereof, as said Exhibit C may hereafter be amended as additional phase (s) are added to the Condominium pursuant to paragraph 16 hereof.

eeeeeeWith the reference to the "fair value" of each unit at the time of the Master Deed, this may be the argument in favor of using the ratio calculation for the homeowner fees measured then as one to three. (see letter from Mark O'Hagan to DHCD)

- Amendment Procedure

Section 15. Amendments

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phases(s) to the Condominium, this Master Deed may be amended by an instrument in writing signed by the owners at the time holding not less than 75% of the total voting power of the Owners....provided that:

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which would alter the percentage interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless the same has been signed by all Owners whose percentage of the undivided interest is affected.

This section verifies in the Master Deed that 100% agreement of the owners is needed for any change in the percentage of ownership.

- (d) 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 the Act, the Acton Zoning By-Law, as amended from time to time, and the approvals for the Harris Street Village subdivision and special permit granted pursuant thereto, shall be of any force or effect.
- (e) No instrument of amendment which alters the status of the affordable units as set forth in the approvals for the Harris Street Village Subdivision and Special Permit granted pursuant thereto which alters the status of the affordable units under the LIP program shall be of any force and effect unless approved in writing by the Planning Board of the Town of Acton.

This section makes it very clear that the Planning Board must approve any change in the percentage ownership or in any attempt to violate the approvals, requirements, and guidelines agreed to by the DHCD, the ACHC and the Town.

eeeeI rest my case!

Prepared by Nancy E. Tavernier for ACHC, 6/14/2001



TOWN OF ACTON
P.O. Box 681
Acton, Massachusetts, 01720
Telephone (978) 263-4776
Fax (978) 266-1408

Acton Community Housing Corporation
Nancy E. Tavernier, Chair

June 28, 2001

Harris Village Condominium Board of Trustees
Attn.: Richard Studnicki
7 Jennifer Path
Acton, MA

Dear Mr. Studnicki and Members of the Board:

On June 25, we received your letter to the ACHC Board members in response to our request for a report of your Homeowners Association meeting, held on June 18. We are encouraged to read that you are committed to finding a solution that would satisfy the requirements of the town, the state, and the association.

The MA Department of Housing and Community Development has been kept fully informed about this situation and was sent a copy of your letter. The issue is currently under review by the legal departments of the both the DHCD Local Initiative Program and the Chief Counsel for DHCD. We are awaiting a ruling from them. We expect their ruling to be pivotal in determining the outcome of this predicament.

Because there are multiple players involved in seeking a resolution to this problem, it appears likely the negotiating process will take several months. We were hoping to receive a proposal from the Board of Directors suggesting a satisfactory solution and would still encourage you to do that. For the ACHC, the focus is on the Town's special permit conditions and the State DHCD approvals of the LIP units. We have referred the matter to the Town Planner Roland Bartl who will communicate with you under separate cover. The ACHC will continue to advise the Town staff as is appropriate.

We have attached to this letter Background Information on the Harris Street Village development as it relates to the required affordable units and how they came to be priced for both initial sales and monthly fees. This was prepared for the ACHC and the Town by Chair, Nancy Tavernier. Included are copies of the referenced documents.

The members of the ACHC wish to go on record as supporting the following methodology for calculating the monthly fees, this is the solution that we proposed to you at the ACHC presentation on June 14, 2001.

ACHC Proposal for Monthly Condo Fee at Harris Street Village:

- Base amount of \$50 per month for the affordable unit owners should be the starting point
- The fee structure should be maintained at a One to Three ratio (e.g. \$50 affordable to \$150 market per month.) This ratio is consistent with the selling prices of the homes at the time of the Master Deed, the market units selling for approximately three times the price of the affordable units at that time.
- Monthly fees may increase in the future with across-the-board uniform percentages, assuming the previous two conditions are in place
- We would suggest this methodology be made permanent through an amendment to the Master Deed requiring a 75% vote of the unit owners.

We will observe with interest the proceedings from this point forward and will continue to be available as a resource to the local and state officials as well as the citizens of Acton. Thank you for your continuing concern and attention to this matter.

Sincerely,

Nancy Tavernier, Chair
ACHC

Cc Acton Board of Selectmen
Roland Bartl, Town Planner
Kathy Pegler, LIP, DHCD
Charles Perkins



TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (978) 264-9636
Fax (978) 264-9630

Planning Department

June 29, 2001

Harris Village Condominium Board of Trustees
Attn: Mr. Richard Studnicki
7 Jennifer Path
Acton, MA 01720

Re: Affordable Housing Units

Dear Members of the Board of Trustees,

You asked for clarification on the laws and regulations that govern the Harris Village Condominium as they relate to the presence of four affordable dwellings.

The site comprises 3.3 acres. The Acton zoning bylaw allowed one dwelling unit by right. However, by special permit from the Planning Board the zoning bylaw allowed up to five dwelling units per acre if the development includes affordable dwelling units. Special permits are discretionary and are not granted in all cases. Northwest Development applied for a special permit to construct 16 dwelling units, four of them affordable¹. The Planning Board's decision of 1/11/99 that granted the special permit requires that the four affordable units "shall be priced, marketed, and deed restricted so as to qualify as LIP² units in accordance with guidelines and requirements of the Massachusetts Department of Housing and Community Development (DHCD)". Because the special permit was granted under the Acton zoning bylaw, this language carries the force of zoning law for the Harris Village Condominium. This above all else governs the Harris Village Condominium. No master deed, condominium trust, purchase agreement, or fee structure can violate the zoning law.

Under the LIP guidelines of 1999, the maximum sale price of a 3-bedroom affordable unit in a condominium was \$83,500. At that price level the condominium fees would not have been affected or limited. However, in consultation with the Acton Community Housing Corporation, DHCD granted an exemption allowing the sale of the affordable units at \$94,500, while limiting their monthly condominium fee to \$50. At present, this is the rule for the affordable units and the basis for maintaining their qualification as LIP units.

A unilateral increase in the condominium fees above \$50 for the affordable units is in violation of the DHCD approval and calls into question the unit's LIP status. DHCD may no longer be able to recognize the Harris Village affordable units as LIP units. This outcome would produce a

¹ This particular ratio of affordable units to market rate units would not have complied with the zoning bylaw. However, the Board of Appeals granted a variance (#99-5, filing date 4/29/99).

² Local Initiative Program.

violation of the Planning Board's special permit and trigger zoning enforcement action by the Town. It is my understanding that DHCD has not yet withdrawn LIP qualification, and thus no zoning violation has occurred to date. However, I fear that it can become a problem real soon unless you take swift and decisive action to correct whatever violation in the condominium fees exist relative to the DHCD approval.

You can remedy the problem easily and immediately by reinstating the \$50 fee cap for the four affordable units. In the longer term, I suggest that you formalize and institute by deed or other method, which is legally binding, a proportionate fee system such as the ACHC has proposed in their June 28, 2001 letter to you. I am quite certain that DHCD would approve such a system if it comes with the recommendation of the ACHC.

You need to resolve this matter quickly. I think it may be quite appropriate for you to approach the developer or responsible real estate agents with any issues that you mentioned relative to disclosure, or regarding the seemingly high costs for plowing and maintenance, or about the charges for landscaping that seem extraordinary, or with respect to any costs that you may be incurring to resolve legal problems that should not have been yours. However, this may take some time. Therefore, I strongly urge you to resolve the condominium fee matter more quickly than, and separately from any issues you wish to take up with the developer.

Please accept the foregoing as my answer to your questions #1, 2, 3, 5, and 6. As to your question # 4, it is my personal opinion that the only fair distribution of the condominium percentages of interest is one with equal shares assigned to each unit, regardless of the unit price or fees paid. A difference based on unit size might perhaps be a different matter. As a practical matter, changing the ownership interests would require a unanimous vote of all interest holders. It seems rather difficult to reach unanimity in any group.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Roland Bartl, AICP
Town Planner

Attachments: Planning Board Decision #99-1, with Amendment #1
Board of Appeals Decision #99-5
DHCD approval letter with limits on sale price and condominium fees, dated 5/19/00

cc: Mr. Charles Perkins
ACHC
Garry Rhodes, Building Commissioner
Don P. Johnson, Town Manager
Planning Board
Kathy Peagler, DHCD
NorthWest Development, LLC

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Acton Community Housing Corporation
Ms. Nancy Tavernier, Chair
Town of Acton
PO Box 681
Acton, Ma 01720

July 9 2001

Madam;

We received your letter of June 28, 2001 in reply to a letter that the Harris Village Condominium Trust sent to you on June 19, 2001. We also received a letter from Mr. Roland Bartl with regards to Affordable Housing Units of June 29, 2001.

We wish to express our disappointment for not receiving answers to the questions we have asked. Instead, you provided us with documents, which in the past guided the Developer with all the necessary legal approvals for the building and marketing of our Condominium. We do not question those documents, and do not see any of them to be in dispute. They are a preliminary debate between the developers and ACHC. The content of those documents and their effect on the owners was neither communicated to the owners, nor reflected in the Harris Village Condominium Trust, Master Deed or in the purchase contracts.

The issue in question is what should the legal rules and regulations in distributing the Condominium fees between the affordable and non-affordable unit owners be. In our response to your and Mr. Bartl letters we wish to mention the following:

In your letters you have stated the ACHC Proposal for Monthly Condominium fees.

We do not understand why would you propose any guidelines for the distribution of Condominium fees that would not comply with the Harris Village Condominium Trust, Master Deed and Purchase agreements of each owner. We, Board of Trustees, representing all unit owners, whether affordable or non-affordable believe that those are the documents, which we committed to comply with while purchasing our homes. It is not our fault if Harris Village Condominium Trust and its Master Deed do not comply with the documents you have provided us in your letters. We will strongly advice all homeowners to follow rules and regulations as they are stated in the documents we have. Any other proceeding could be illegal, to the best of our knowledge. Since there is no evident legal basis in the Harris Village Condominium Trust and its Master Deed to your proposal, we do not see it appropriate to proceed. We will proceed

in the future according to the rules and the regulations as written in the Harris Village Condominium Trust, Master Deed and Purchase agreements of each owner until any further regulations will legally overwrite those. We understand from your letter that DHCD will be ruling on that matter in the future.

Please be aware of the following facts:

- Harris Village Condominium Trust in Paragraph 5.4 explicitly defines that the Owners are liable for Common expenses and are entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest.

- The Master Deed Of Harris Village Condominium in paragraph 7 under “ Percentage Ownership Interest in Common Areas and Facilities” specifies that ” The percentage of each unit in common areas and facilities has been determined upon the basis of the approximate relation that the fair value of each unit measured as of the date of the Master Deed bears to the aggregate fair value of all units..... as set hereof in Exhibit C attached....”

- The copy of the final and revised Exhibit C of the Master Deed is attached.

- There was an Amended Exhibit C submitted later, which was never approved by the owners as stated in the Master Deed paragraph 15 under Amendments. Thus, to the best of our knowledge only the first Exhibit C is valid.

In your letter you mentioned an amendment to the Master Deed which in your opinion would resolve the issue in dispute. This, by reflecting any commitments that any involved parties took on themselves in the past toward the affordable unit owners with respect to the distribution of the Condominium fees. As we may agree that technically it could do so, we do not believe that non-affordable unit owners would approve any change to the Master Deed, which would discriminate them with regards to the Condominium fees. No Exhibit C document was presented to the non-affordable unit owners during the process of purchasing their homes. Therefore, they could not learn that the Percentage Ownership Interest in Common Areas and Facilities could be different from what was specified in the Master Deed. Had they been presented with such document, they could have assessed the possibility to subsidize Condominium fees for services that everybody enjoys evenly. This could have affected their decision to buy the house.

We wish to inform you on the current status of how the Condominium fees are being distributed between the owners today. Attached please find a copy of a letter sent on June 3, 2001 to Mr. Randy Speare from Hodan Management. In this letter the Board of Trustees guides Mr. Speare on rules he should follow while collecting the Condominium

fees. Those rules were voted and approved by the majority of the owners to be valid for the period of three months only. A meeting of all unit owners will be called at the beginning of October 2001 to vote on how the Condominium fees should be collected in the future. We, the board of trustees will recommend several solutions based on rules and regulations as stated in the Harris Village Condominium Trust and its Master Deed. We are also looking forward to the DHCD ruling.

We wish to reassure you that we are committed to resolve any issue, which could possibly put us, Harris Street Condominium Association, in a position we would be violating any rules and regulations.

With regards,

Harris Village Condominium Board of Trustees

CC: Mr. Charles Perkins
Mr. Roland Bartl, AICP

To: Randy Speare
Hodan Management

From: Board of Trustees
Harris Street Village Condominium association

CC: All Unit owners
Charles Perkins, Attorney at Law

Re: Condominium fees
Your letter of May 30, 2001 to all owners

DATE: June 04, 2001

Dear Sir:

As a result of your letter, with regards to the condominium fees increase as of July 1, a meeting of all the owners was called, by some owners, to review the condominium fees policy. The owners were concerned about the way those fees were distributed among all units owners. The claim was that it was based on an unclear and not yet resolved issue of owners individual percentage of interest, Master Deed, Exhibit C. This meeting was held on June 2, 2001. In this letter we wish to inform you about this meeting, votes and decisions agreed by all.

1. It was explained to the owners that the Board of Trustees did not approve the letter you sent on May 30th. We approved the budget, but did not approve the distribution of fees among the owners and thus it is not valid. The distribution of fees among the owners was done based on an amendment to the Master Deed, not approved, and therefore illegal to the best of our knowledge. We understand that this is how you had been advised to proceed by Mr. Charles Perkins; the Board of Trustees will do its best to clarify this issue with him.
2. We have explained to the owners the urgent need to increase our condominium fees following the new budget assessment. All agreed that Condominium fees must be raised immediately to cover our budgetary needs.
3. In order for you to be able to collect increased fees as of July 1, the following was voted and agreed for the temporary period of three months only:
 - 3.1. All owners approved that Condominium fees of July, August and September 2001, only, will be collected according to the second amendment to the Master Deed as suggested in your letter. This has to be seen as a temporary agreement for the period of three months.
 - 3.2. This vote is not to approve or disapprove any Master Deed amendments, but only to allow for fee collection during the above limited period.

- 3.3. If during, or after this limited period, the issue of Master Deed percentage of interest is resolved, the owners that paid more than what they should have, according to the approved Master Deed percentage of interest, will be reimbursed retroactively starting July 2001. The owners that paid less will have to adjust their payment of the Condominium fees retroactively.
 - 3.4. If the issue of Master Deed percentage of interest is resolved during this limited period, the fees will be distributed accordingly during the following month; the retroactive adjustment will apply.
 - 3.5. If the above issue is not resolved by September the first 2001, a meeting of all owners will be called to decide on how the fees should be distributed and collected in the future.
4. During the meeting, the Board of Trustees explained to the owners that the issue of the Master Deed individual percentage of interest, Exhibit C, is not clear to them. The developer who filed it twice and had provided all owners with two different Exhibits C to the Master Deed complicated it. It is not clear to the Board of Trustees, which of them is valid. The Board of Trustees has already assigned Mr. Charles Perkins, Attorney in Law representing the association, to resolve this issue.

In order to speed up this process, and to better communicate the information to all owners, the Board of Trustees will invite Mr. Charles Perkins to a meeting with all unit owners. The purpose of this meeting will be to explain legal issues regarding the amendment, as well as to provide us with the information on how it will be resolved and how long this process will take.

We also wish to mention that the issue of Master Deed individual percentage of interest, as defined by the description of Dwellings in Exhibit C, is not clear and is the cause of deep frustration among the owners of non affordable units who feel they have been misled by the Developer. Exhibit C to the Master Deed was not attached to the documents during the process of sale but much later, in January 2001. The Developer did not inform the non affordable unit owners of the uneven distribution of individual percentage of interest in the Master Deed and its immediate result, uneven condominium fees, to cover for the services that everybody enjoys evenly, i.e. snow plowing, landscaping etc. Thus, non-affordable unit owners feel that they subsidize affordable unit owners. However the Developer did inform affordable unit owners about the different condominium fees. This situation is a source of unnecessary tension among the owners. Urgency in resolving this issue is critical also to allow for the owners to proceed with any activity that requires Master Deed percentage of individual interest approved by the law.

Please, see this issue as a very sensitive one. The Board of Trustees must first approve any correspondence to all owners, with regards to the Master Deed Exhibit C, or any issue related to the change in the condominium fees. Furthermore, it is not appropriate to send such a letter on behalf of the Board of Trustees, without having obtained our consent first.

Thank you in advance for your cooperation.

Sincerely,

Board of Trustees

AMENDED
EXHIBIT C
TO THE MASTER DEED
OF
HARRIS STREET VILLAGE CONDOMINIUM

DESCRIPTION OF DWELLINGS

PHASE VI

UNIT DESIGNATION	LOCATION	APPROXIMATE AREA (SQUARE FEET)	NUMBER AND DESCRIPTION OF ROOMS	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
1	E.U.A. 1	2,535 sq. ft.	11.5 = BA, G, M, 1.5B, L, D, K, BO, 3BR	5.97 %
2	E.U.A. 2	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %
3	E.U.A. 3	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %
7	E.U.A. 7	2,535 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %
8	E.U.A. 8	2,875 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.18 %
9	E.U.A. 9	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %

MAR-21-2001 14:16

9782644990

98%

4	E.U.A. 4	2,535 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %
5	E.U.A. 5	2,875 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.18 %
6	B.U.A. 6	2,885 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %
10	E.U.A. 10	2,850 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.39 %
11	E.U.A. 11	2,870 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR	6.18 %
12	B.U.A. 12	2,895 sq. ft.	11.5 = BA, G, M, 1.5B, L, D, K, BO, 3BR	5.97 %
13	E.U.A. 13	2,835 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, BO, 3BR,	6.18 %
14	B.U.A. 14	2,870 sq. ft.	11.5 = BA, G, M, 2.5B, L, D, K, BO, 2BR	5.97 %
15	E.U.A. 15	2,725 sq. ft.	11.5 = BA, G, M, 1.5B, L, D, K, E, 3BR	5.97 %
16	B.U.A. 16	2,770 sq. ft.	12.5 = BA, G, M, 2.5B, L, D, K, E, 3BR	6.69 %
Total				100 %

NOTES:

1. L = Living Room; D = Dining Room; K = Kitchen; B = Bath, BR = Bedroom; F = Family Room; G = Garage; BO = Bonus Room; M = Mudroom; BA = Basement/Cellar (unfinished); DK = Deck; LA = Laundry; S = Study; E = Eating Area; P = Porch (enclosed).
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easements, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered E.U.A., as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**
Jane Swift, Governor ♦ Jane Wallis Gumble, Director

August 1, 2001

Mr. Roland Bartl, AICP, Town Planner
Town of Acton Planning Department
472 Main Street
Acton, MA 01720

Re: Harris Street Village Condominium

Dear Mr. Bartl:

I am writing to confirm DHCD's requirements with respect to condominium fees for the low- and moderate-income units in the above-referenced project. This housing was developed with a special permit that was conditioned on certain units qualifying under the state's Local Initiative Program (LIP).

DHCD establishes maximum home prices in the LIP program so as to "enable persons with qualifying incomes to obtain housing without spending an excessive percentage of their income on housing costs." ("Local Initiative Program Guidelines for Communities," page 11.) The low- and moderate-income units in a LIP development must serve households earning no more than 80% of area median income. DHCD uses standard mortgage underwriting procedures to determine a price that is affordable to income-eligible homebuyers, which in the case of a condominium includes condominium fees.

DHCD's letter of May 19, 2000 to the Acton Board of Selectmen approving the designation of four units in Harris Street Village as Local Initiative Program units specified a maximum sale price and initial "Homeowner's Fee"¹ of \$94,500 and \$50, respectively, for those units. DHCD anticipated that according to Massachusetts condominium law, the percentage interest in the common areas assigned to the low- and moderate-income units would be reduced accordingly. The lower percentage interest for the low- and moderate-income units would reflect their reduced market value due to the resale restrictions contained in the owners' deeds.

DHCD considers that charging market-rate condominium fees for the low- and moderate-income units would make those units unaffordable to income-eligible homebuyers and would jeopardize the units' qualification under the LIP program. We trust that the association of unit owners for Harris Street Village will understand the reasons for and importance of upholding the LIP program requirements for this development.

¹ Because the common area fees for this project were not intended to pay for many of the items typically paid for by condominium fees, DHCD mistakenly referred to them as homeowner's fees in the LIP approval letter.

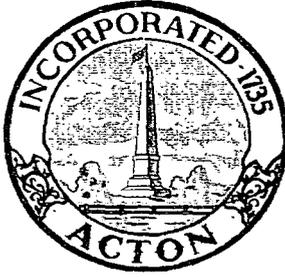
Page 2
August 1, 2001
Roland Bartl, AICP, Town Planner
Town of Acton Planning Department

If you have any questions, please call Miryam Bobadilla at (617) 727-7824, extension 601.

Sincerely,

A handwritten signature in black ink, appearing to be 'Catherine Racer', with a long horizontal flourish extending to the right.

Catherine Racer
Associate Director



TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (978) 264-9636
Fax (978) 264-9630

Planning Department

August 8, 2001

Harris Street Village Condominium
Board of Trustees
Attn: Mr. Richard Studnicki
7 Jennifer Path
Acton, MA 01720

Re: Affordable Units - Condominium Fee

Dear Members of the Board of Trustees:

I am in receipt of a letter from the Associate Director of the Department of Housing & Community Development (DHCD), dated August 1, 2001. A copy is enclosed. In the letter, DHCD reiterates the maximum allowed monthly condominium fee of \$50.00 for the affordable units at Harris Street Village, and confirms that any increase would jeopardize the unit's status as Local Initiative Program (LIP) compliant. As I explained in a previous letter, loss of LIP compliance will constitute a special permit and zoning violation. A zoning violation is punishable by a fine of \$300.00 for each day that such violation continues.

Again, I urge you to ensure compliance with the special permit and the zoning laws of the Town of Acton. DHCD suggests that you adjust the percentage interest in the common areas assigned to the affordable units to reflect their restricted market value. This would be consistent with the corrected Exhibit C (Second Amendment to Master Deed) that was recorded at the Middlesex South District Registry of Deeds on May 8, 2001 as instrument No. 607.

By September 19, 2001, in six weeks from today, I expect to receive from you an affidavit that you have accepted as valid the Second Amendment to the Master Deed with the percentage interest corrections contained therein, and that you have no intent to call it into question or to dispute it at any time in the future. In the alternative, you may provide me with evidence that, by vote of the condominium, a revised Exhibit C has been recorded at the Middlesex South District Registry of Deeds that assigns a 2.32 percent common area interest to the affordable units. In addition I will need by September 19, 2001 an affidavit confirming that the affordable unit condominium fees will not now nor in the future be increased above \$50.00 per month without the written approvals by the Department of Housing and Community Development and the Town of Acton.

If I do not receive the requested documents by the stated deadline, I will have no choice but to hand this matter over to the Town of Acton Building Commissioner for zoning enforcement action as necessary.

Sincerely,

A handwritten signature in cursive script that reads "Roland Bartl". The signature is written in black ink and extends across the width of the page.

Roland Bartl, AICP
Town Planner

Cc: Town Manager
ACHC ✓
Associate Director, DHCD
Planning Board
Building Commissioner

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PERKINS & ASSOCIATES, P.C.
ATTORNEYS AT LAW
THE MILL
73 PRINCETON STREET, SUITE 306
NORTH CHELMSFORD, MASSACHUSETTS 01863-1558
TELEPHONE (978) 251-8509
800-642-4906
FAX (978) 251-3608
REAL ESTATE FAX (978) 251-3859
E-MAIL: LAWPB@aol.com

COPY

CHARLES A. PERKINS, JR.

THOMAS A. GIBBONS*

ROBERT W. ANCTIL*

ANITA L. CHMILARSKI
DIRECTOR OF OPERATIONS

*ALSO ADMITTED IN NH

OF COUNSEL

JEFFREY M. BROWN

BETSY R. ALTER

ROSEMARY A. MACERO*

September 17, 2001

Town of Acton
Mr. Roland Bartl, AICP, Town Planner
472 Main Street
Acton, MA 01720

RE: **Harris Street Village Condominium Association
Town of Acton**

Dear Mr. Bartl:

Please be advised that the undersigned represents the Harris Street Village Condominium Association regarding an ongoing dispute with the Town of Acton and specifically, in regard to your correspondence dated August 8, 2001.

As a preliminary matter, please consider this a request to extend the time period set forth in your correspondence from September 19, 2001 to December 31, 2001, pursuant to the following terms and conditions.

First and foremost, it is the intention of the Board of Trustees of the Harris Street Village Condominium Association to call a special meeting on October 2, 2001 to discuss with all unit owners at the Association not only the items set forth in your August 8, 2001 correspondence, but the potential compliance with the same.

This is not to suggest that the Board of Trustees and/or the unit owners have waived any rights and/or defenses in this matter, but merely intend to review this and operate in good faith in an attempt to resolve this matter.

Second, the Board has voted to continue the current assessment of Condominium fees based upon the revised schedule set forth in Exhibit "C" to the Master Deed until December 31, 2001, again, reserving all rights to contest this issue until the same is fully and finally resolved between all parties.

Town of Acton
Mr. Roland Bartl, AICP, Town Planner
Page 2
September 17, 2001

We hope and trust the Town will allow the Association the initial time it needs to attempt to accomplish the above.

Moreover, we would respectfully suggest that this course of conduct would establish that the Association is not in violation of any outstanding zoning by-laws of the Town of Acton.

In support of the above, the Board of Trustees is quite concerned that the Town realize that the current Board of Trustees and all unit owners thereto did not in any way create this problem, but rather literally inherited the same. The original developer of the Condominium Association, Harris Street Village, LLC and the original Trustees, Ronald B. Peabody, A. Peter Andersen, and Carlton R. Traywick, Jr., have placed the unit owners and the Association in an untenable position.

By way of background, please consider the following:

1. The original application by Northwest Structures did not contain any provisions in the form condominium documents regarding either the percentage interest to be assigned to the units in this matter nor any limitation of condominium fees to be billed regarding the same;
2. There is no provision in the Decision dated January 11, 1999, which limits the condominium fees in any manner nor sets the percentage interest regarding the same. The only provision, which in any way deals with this issue, is found in Article II, Section 2.9, which indicates that the applicant estimated the initial monthly condominium fee to be \$100.00;
3. There are no provisions in the materials submitted to the Department of Housing and Community Development which would suggest a permanent cap be established for condominium fees at the Association, nor is there any type of provision in the regulations which would authorize the imposition of the same.

We would also suggest that any permanent cap would violate General Law Chapter 183A and therefore, be illegal and void.

As we discussed over the phone, although the Board of Trustees is committed to attempting to resolve the percentage interest question, it would decline now and thereafter to recommend, support and execute any affidavit suggesting a permanent cap for condominium fees;

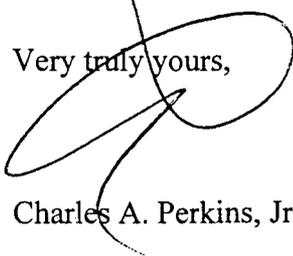
Town of Acton
Mr. Roland Bartl, AICP, Town Planner
Page 3
September 17, 2001

4. The current issue with condominium fees at the Association was as a result of the original Developer and Trustees' inability to operate the Condominium Association in a manner which complies with General Law Chapter 183A and in a sound and fiscal manner. At the time the Developer turned the records and funds over to the Condominium Association, the Board was confronted with an immediate deficiency in the amount of \$19,402.86 with the amount of \$12,330.00 still claimed to be due and owing by the Developer.

As described above, the current Board of Trustees, frankly and candidly, had nothing to do with the above and have been left with the unenviable task of attempting to resolve the same.

We hope and trust that the Town will consider the request submitted hereunder. If I can be of any further assistance, please do not hesitate to contact me.

Very truly yours,



Charles A. Perkins, Jr.

CAP/sma

cc: Town of Acton, Board of Selectmen
Town of Acton, Planning Board
Town of Acton, Building Commissioner
Associate Director, DHCD
ACHC
Steven R. Graham, Esquire
Board of Trustees, Harris Street Village Condominium
Hodan Management



TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (978) 264-9636
Fax (978) 264-9630

Planning Department

September 20, 2001

Mr. Charles A. Perkins, Jr.
Perkins & Associates, P.C.
73 Princeton Street, Suite 306
North Chelmsford, MA 01863-1558

Re: Harris Street Village Condominium, Acton

Dear Mr. Perkins:

This acknowledges receipt of your letter dated September 17, 2001. I agree to extend my deadline from September 19, 2001 to December 31, 2001. You have sketched out a reasonable plan to resolve the matter of the affordable units' condominium fees. I accept your assurance that until December 31, 2001 condominium fees will be assessed on the basis of revised Exhibit C. I trust that this will keep the affordable unit fees below or very near the \$50.- per month threshold.

It is the Town's primary interest that Harris Street Condominium remains in compliance with the zoning bylaw and the special permit decision, which in part requires ongoing compliance with the LIP requirements. DHCD has written us that one of their measures of LIP compliance is a \$50.- cap on the affordable unit condominium fees. Any alternative to this as a permanent arrangement must receive LIP certification from DHCD. If the permanency of this cap troubles you, please contact DHCD directly in this matter. I can see other reasonable arrangements but this really is DHCD's call. However, I will not let this question compromise the new 12/31/01 deadline.

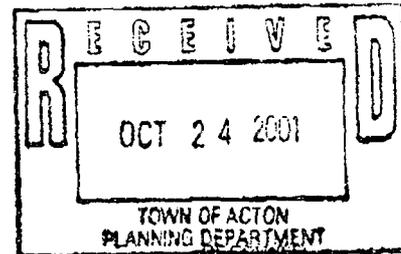
In a meeting earlier this year, I heard first hand your clients' frustration with the circumstances, in which they found themselves after taking over the condominium. I trust that they will seek resolution with the developer without jeopardizing zoning compliance of their properties.

Sincerely,

Roland Bartl, AICP
Town Planner

cc: Town Manager
ACHC
Associate Director DHCD
Planning Board
Building Commissioner

PERKINS & ASSOCIATES, P.C.
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CHARLES A. PERKINS, JR.
 ROBERT W. ANCTIL*
 ANITA L. CHMILARSKI
 DIRECTOR OF OPERATIONS
 *ALSO ADMITTED IN NH

JEFFREY M. BROWN
 BETSY R. ALYER
 ROSEMARY A. MACERO*

October 23, 2001

Town of Acton
 Mr. Roland Bartl, AICP, Town Planner
 472 Main Street
 Acton, MA 01720

RE: **Harris Street Village Condominium
 Town of Acton**

Dear Mr. Bartl:

Enclosed please find a proposed Ratification and Amendment to the Master Deed of the Harris Street Village Condominium Trust.

We would ask that you review these and provide copies of the same to the relevant agencies.

If this Amendment meets with each and every parties' approval, we will thereafter submit it to the Unit Owners for a vote at the Association.

By way of background, this Amendment attempts to ratify the adjusted percentage interest schedule filed by the Declarant after the completion of the Condominium project. It further recognizes and acknowledges that there shall not be an ultimate cap to the Condominium fees, as the same would be illegal, pursuant to General Law Chapter 183A; however, all Condominium fees shall be calculated in accordance with the above.

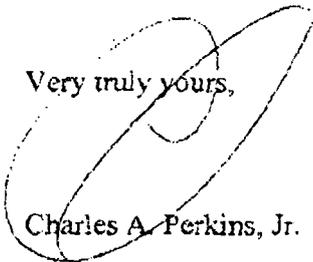
Finally, if any of the affordable units were to become market rate units, then the percentage interest obviously would be required to be adjusted in conformity with the same.

It is important to move swiftly to resolve this matter, as the Board will still be required to hold a special meeting to obtain this vote.

Town of Acton
Page 2
October 23, 2001

I hope and trust you will assist us accordingly. If I can be of any further assistance, please do not hesitate to contact me.

Very truly yours,



Charles A. Perkins, Jr.

CAP/sma
Enclosure

cc: Board of Trustees, Harris Street Village Condominium Trust
Hodan Management
Steven R. Graham, Esquire

DRAFT

RATIFICATION, APPROVAL AND AMENDMENT OF MASTER DEED

This Ratification, Approval and Amendment of Master Deed of the Harris Street Village Condominium Trust is made this _____ day of _____, 2001, by the duly authorized Board of Trustees and not less than seventy-five percent (75%) of the Beneficial Interest of all Unit Owners thereto for said Association.

WHEREAS, the original Master Deed, which created the Harris Street Village Condominium Trust was recorded on May 14, 2000, at the Middlesex South Registry of Deeds at Book 31314, Page 124; and

WHEREAS, the Amendment to the Master Deed for Phase 6, adding Units 15 and 16, recorded at Book 32028, Page 147 reflected a percentage interest for Units 1 through 16 as set forth therein; and

WHEREAS, an Attorney's Affidavit and a further Amendment changing the percentage interest was filed at Book 32825, Page 149 and 154 respectively; and

WHEREAS, the Scrivener's Affidavit was filed by counsel to the original Declarant, Stephen R. Graham while the Amendment was filed by the Declarant; and

WHEREAS, these documents were not executed by any Unit Owners; and

WHEREAS, the Scrivener's Affidavit and Amendment described above were recorded in order to reflect the percentage interest ascribed to affordable Units at the Harris Street Village Condominium Association; and

WHEREAS, the parties to this Agreement, being a majority of the Board of Trustees and Unit Owners entitled to not less than seventy-five percent (75%) of the percentage interest at the Condominium do hereby agree to ratify and approve this Amendment and further amend the Master Deed, all subject to the following Amendment:

- 1. The percentage interest schedule filed with the Attorney's Affidavit and Amendment thereto at Book 32825, Page 149 and Book 32825, Page 154, respectively, shall be ratified subject to the following:
 - A. Notwithstanding the above, if any Unit, which is deemed to be affordable, at the Harris Street Village Condominium Association loses such status, such that it returns to a Unit which may be sold at market cost, the percentage interest of said Unit shall revert to the percentage interest attributed to the same in the Amendment to Master Deed for Phase 6 at Book 32028, Page 147. The remaining percentage interest at the

DRAFT

Association shall be recalculated in accordance with the same.

It is expressly understood and agreed that the Board of Trustees shall be authorized to file a percentage interest schedule which reflects the occurrence set forth above. It is further expressly understood and agreed that no such Amendment altering the schedule of percentage interest and made pursuant to this Section shall require the consent (except as in this Paragraph already granted) or signature in any manner by any Owner, any person claiming, by, through or under any Owner including the holder of any mortgage or other encumbrance with respect to any dwelling, any mortgagee or any other party whatsoever, and that the only signature which shall be required on any such document is that of the Board of Trustees. Any such document, once so executed by the Board of Trustees and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and in compliance with all prerequisites to the validity of such an Amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such Amendment is not valid. Each Owner understands and agrees that as the percentage interest is recalculated to the Condominium by an Amendment contemplated hereunder, that the percentage ownership interest of his Unit and the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium Trust, shall be reduced, and the value of his Unit will represent a comparable portion of the estimated aggregate fair value of all Units then in the Condominium. Thereafter, the new percentage interest shall then be set forth in the aforesaid amended document, which will be filed in the Registry.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Board of Trustees' reserved rights under this paragraph and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when the percentage interests are adjusted according to this paragraph.

In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Owner, is required on any Amendment to this Master Deed which reflects this altered percentage interest, then the Board of Trustees shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such Amendment by and on behalf of and in the name of each such Owner and each Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Board of Trustees as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

This document shall not take effect until it is approved by the Town of Acton, the Department of Housing and Community Development and the Declarant. Further, the execution by

any Unit Owners hereunder shall not constitute a waiver and/or release of any rights they may have against the Declarant, the Developer, the Town of Acton or the Department of Housing and Community Development, to the extent that they exist, as well as the original individuals who acted on behalf of the Declarant for the Board of Trustees of the Condominium Association.

By recognizing and affirming the revised percentage interest schedule set forth hereunder, the Unit Owners and Board of Trustees acknowledge and agree that there shall not be any cap on the amounts to be charged for Condominium fees at the Association.

The execution of this Amendment by the Declarant, the Town of Acton Planning Board, and the Department of Housing and Community Development shall constitute conclusive evidence that the Harris Street Village Condominium Trust is in compliance with any outstanding permits issued for the development of the site, including but not limited to, a Decision issued by the Planning Board issuing a special permit, dated January 11, 1999, entitled "Major Affordable Housing Development Special Permit", the local initiative program and any rules and regulations of the Department of Housing and Community Development.

IN WITNESS WHEREOF the Board of Trustees have executed this instrument under seal this ____ day of _____, 2001, as follows:

BOARD OF TRUSTEES
HARRIS STREET VILLAGE CONDOMINIUM TRUST,

DRAFT

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared the above named _____, _____, _____, as they are the duly authorized Board of Trustees of the Harris Street Village Condominium Trust and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public
My Commission Expires:

ASSENTED AND APPROVED BY:

Harris Street Village, LLC
By:

Town of Acton Planning Board
By:

Department of Housing and Community Development
By:

DRAFT

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared before me the above named _____, as he is a duly authorized representative of Harris Street Village, LLC, and acknowledged the foregoing instrument

to be his free act and deed, before me,

DRAFT

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared before me the above named _____, as he is a duly authorized representative of the Town of Acton, and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared before me the above named _____, as he is a duly authorized representative of the Department of Housing and Community Development, and acknowledged the foregoing instrument to be his free act and deed, before me,

DRAFT

Notary Public
My Commission Expires:

SECOND AMENDMENT TO MASTER DEED

HARRIS STREET VILLAGE CONDOMINIUM

HARRIS STREET VILLAGE, LLC, a Massachusetts corporation of 178 Great Road, Acton, Massachusetts 01720 (hereinafter the "Declarant") of the Master Deed dated April 12, 2000 recorded on April 14, 2000 in the Middlesex South District Registry of Deeds as Instrument Number 1009, in Book 31314, Page 124, pursuant to and in accordance with the terms and provisions of Paragraph 16 thereof hereby amend said Master Deed as follows:

An amended Exhibit C describing, correcting and setting forth the percentage ownership interests for all units in the common areas and facilities of the Condominium which have been calculated in accordance with the Act, is recorded with and made a part of this Amendment to the Master Deed.

Executed as a sealed instrument this 7TH day of May, 2001.

HARRIS STREET VILLAGE, LLC

BY: *Carlton R. Traywick, Jr.*
CARLTON R. TRAYWICK, JR.
Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

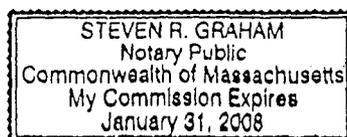
May 7, 2001

Then personally appeared the above named CARLTON R. TRAYWICK, JR. and acknowledged the foregoing to be the free act and deed of HARRIS STREET VILLAGE, LLC, before me.

Steven R. Graham
Notary Public

My commission expires:

I:\RE\NW\HARRIS\SECOND AMENDMENT TO MASTER DEED



ATTORNEY'S AFFIDAVIT

Property Address: Harris Street Village Condominium
Jennifer Path and Samantha Way
Acton, Massachusetts 01720
Title Reference: Master Deed recorded with Middlesex South
District Registry of Deeds in
Book 31314, Page 124, as amended

I, Steven R. Graham, of Acton, Middlesex County, Massachusetts, having personal knowledge of the facts herein stated, under oath depose and say as follows:

I am an attorney-at-law with an office located in Acton, Massachusetts and am licensed to practice in the Commonwealth of Massachusetts.

On behalf of the Declarant, Harris Street Village, LLC, I caused to be prepared and recorded the Master Deed for Harris Street Village Condominium.

On behalf of the Declarant, Harris Street Village, LLC, I caused to be prepared and recorded each of the Amendments to the Master Deed being the First Amendment to Master Deed recorded with said Deeds in Book 32028, Page 134; Amendment to Master Deed for Phase 2 recorded with said Deeds in Book 31425, Page 87; Confirmatory Amendment to Master Deed for Phase 2 recorded with said Deeds in Book 31440, Page 450; Amendment to Master Deed for Phase 3 recorded with said Deeds in Book 31463, Page 501; Amendment to Master Deed for Phase 4 recorded with said Deeds in Book 31571, Page 512; Amendment to Master Deed for Phase 5 recorded with said Deeds in Book 31655, Page 1; Confirmatory Amendment to Master Deed for Phase 5 recorded with said Deeds in Book 31771, Page 384; and Amendment to Master Deed for Phase 6 recorded with said Deeds in Book 32028, Page 147, including the amended Exhibit C to each phasing amendment setting forth the percentage interest of the Condominium Units at Harris Street Village as set forth in Exhibit C attached to each such Amendment.

Due to inadvertence, the percentage interest of Units 1, 12, 14 and 15 was stated as 5.97% for each of said Units. Said Units were Affordable Housing Units which were approved as such by the Planning Board of the Town of Acton and created pursuant to the Local Initiative Program administered by the Department of Housing and Community Development, and are subject to the restrictions on resale as set forth in the Deed Riders attached to the Unit Deeds.

Each of the aforementioned Affordable Housing Units was sold at a price of \$94,500 and the resale is subject to limitation on price as set forth in the Deed Riders.

The percentage ownership of the Affordable Housing Units should have been shown as 2.32% for each Unit, and the percentage ownership of the other Units should have been correspondingly adjusted as set forth in Exhibit A attached hereto and incorporated herein by reference.

The attached Exhibit A is the correct percentage interest of all of the Units in the Harris Street Village Condominium.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 7th day of MAY, 2001.


STEVEN R. GRAHAM

COMMONWEALTH OF MASSACHUSETTS

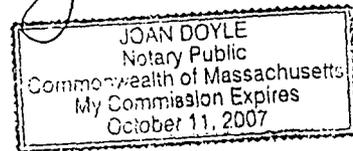
Middlesex, SS.

MAY 7, 2001

Subscribed and sworn to before me,

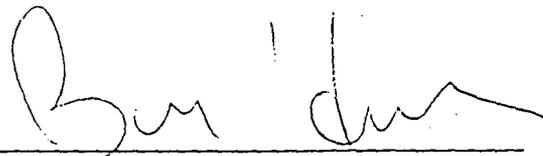

Notary Public

My commission expires:



CERTIFICATE

I, Barry S. Harsip, hereby certify that I am an attorney at law with offices at Graham & Harsip, P.C., 289 Great Road, Acton, Massachusetts, and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.


Barry S. Harsip

AMENDED
EXHIBIT C

TO THE MASTER DEED
OF
HARRIS STREET VILLAGE CONDOMINIUM

DESCRIPTION OF DWELLINGS

UNIT DESIGNATION	LOCATION	APPROXIMATE AREA (SQUARE FEET)	NUMBER AND DESCRIPTION OF ROOMS	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
1	E.U.A. 1	2,535 sq.ft.	11.5 = BA,G,M,1.5B,L, D,K,BO,3BR	2.32 %
2	E.U.A. 2	2,885 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %
3	E.U.A. 3	2,885 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %
7	E.U.A. 7	2,535 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %
8	E.U.A. 8	2,875 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.37 %
9	E.U.A. 9	2,885 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %

EXHIBIT A

4	E.U.A. 4	2,535 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %
5	E.U.A. 5	2,875 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.37 %
6	E.U.A. 6	2,885 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %
10	E.U.A. 10	2,850 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.61 %
11	E.U.A. 11	2,870 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR	7.37 %
12	E.U.A. 12	2,885 sq.ft.	11.5 = BA,G,M,1.5B,L, D,K,BO,3BR	2.32 %
13	E.U.A. 13	2,835 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,BO,3BR,	7.37 %
14	E.U.A. 14	2,870 sq.ft.	11.5 = BA,G,M,2.5B,L, D,K,BO,2BR	2.32 %
15	E.U.A. 15	2,725 sq.ft.	11.5 = BA,G,M,1.5B,L, D,K,E,3BR	2.32 %
16	E.U.A. 16	2,770 sq.ft.	12.5 = BA,G,M,2.5B,L, D,K,E,3BR	7.97 %
Total				100 %

NOTES:

1. L = Living Room; D = Dining Room; K = Kitchen; B = Bath, BR = Bedroom; F = Family Room; G = Garage; BO = Bonus Room; M = Mudroom; BA = Basement/Cellar (unfinished); DK = Deck; LA = Laundry; S = Study; E = Eating Area; P = Porch (enclosed).
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easements, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered E.U.A., as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

EXHIBIT C

UNIT 1	\$289,900.00	\$289,900.00	5.97%	5.97%	\$4,853,400.00	\$4,853,400.00
UNIT 2	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 3	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 4	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 5	\$299,900.00	\$299,900.00	6.18%	6.18%		
UNIT 6	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 7	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 8	\$299,900.00	\$299,900.00	6.18%	6.18%		
UNIT 9	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 10	\$309,900.00	\$309,900.00	6.39%	6.39%		
UNIT 11	\$299,900.00	\$299,900.00	6.18%	6.18%		
UNIT 12	\$289,900.00	\$289,900.00	5.97%	5.97%		
UNIT 13	\$299,900.00	\$299,900.00	6.18%	6.18%		
UNIT 14	\$289,900.00	\$289,900.00	5.97%	5.97%		
UNIT 15	\$289,900.00	\$289,900.00	5.97%	5.97%		
UNIT 16	\$324,900.00	\$324,900.00	6.69%	6.69%		
			100.00%	100.00%		

10-26-01

Cathy
 This was the original
 Scheduled Exhibit C
 which was filed with the
 last sale of the condos

617-727-0532



TOWN OF ACTON

P.O. Box 681
Acton, Massachusetts, 01720
Telephone (978) 263-4776
Fax (978) 266-1408

Acton Community Housing Corporation
Nancy E. Tavernier, Chair

Roland Bartl, Town Planner
Acton Town Hall
Acton, MA

November 1, 2001

Dear Roland,

On November 1, 2001, the ACHC members met and reviewed the proposed Ratification and Amendment to the Master Deed of the Harris Street Village Condominium Association Trust contained in a letter transmitted to you from Attorney Charles A. Perkins, Jr.

Our understanding of the proposal is the following:

- It will adjust the percentage ownership interest in the 16 units to give the affordable units a 2.32% share of the common areas versus the 7+% share held by the market rate units.
- This percentage adjustment would be ratified by the Condominium Association and recorded with the Middlesex South District Registry of Deeds.
- The condominium expenses would be assessed to the owners by using the percentage interest distribution system and that there would not be a cap on the fees if this system is in place.
- This assumes the voting power of the affordable unit owners would be reflected in the percentage interest, giving each of those owners approximately 1/3 of a vote in the Association.
- That this proposal would meet the intent of the conditions of the Special Permit approving the Harris Street Village development granted by the Acton Planning Board, dated January 11, 1999.

With that understanding of the proposal, ACHC voted to recommend the proposed solution offered by the Harris Street Village Condominium Association in order to resolve the outstanding problem of potentially excessive monthly condo fees for the Affordable Units.

It is our hope that this issue can finally be resolved to everyone's satisfaction and that the Harris Street Village community can once again focus on neighborhood unity.

Sincerely yours,

Nancy E. Tavernier, Chair
Acton Community Housing Corporation

Cc Kathy Pegler, DHDC

Acton Housing Authority

From: Roland Bartl [rbartl@town.acton.ma.us]
Sent: Wednesday, April 03, 2002 10:56 AM
To: LAWPB@aol.com
Cc: Catherine Peagler; Acton Community Housing Corporation; Planning Board
Subject: Harris Street Condominium - Affordable Units

Dear Mr. Perkins:

Yesterday, your office copied me on the approval letter of the Department of Housing & Community Development for the Ratification, Approval, and Amendment of the Master Deed that you have drafted to resolve the matter of ownership interests and condominium fees for the affordable units at Harris Street Village. DHCD had issued the letter on January 25th. Since DHCD did not send me a copy of their letter, I was not aware of their approval until yesterday.

Continued compliance of the Harris Street Village Condominium with State Local Initiative Program requirements was the Town of Acton's principal concern. With the approval letter, compliance seems assured.

I see your draft document calling for the Acton Planning Board's signed assent. Once ratified by the condominium trustees, I will be happy to sign on behalf of the Planning Board, or I can bring to a Board meeting for the Chairman's signature if you wish. Once all done, I would appreciate a copy of the fully executed and recorded document for my files.

Thank you for your efforts in helping resolve this matter.

Sincerely,

Roland Bartl, AICP
Town Planner, Acton

Betty

FYI

Roland Bartl

To: LAWPB@aol.com
Cc: Catherine Peagler; Acton Community Housing Corporation; Planning Board
Subject: Harris Street Condominium - Affordable Units

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Continued compliance of the Harris Street Village Condominium with State Local Initiative Program requirements was the Town of Acton's principal concern. With the approval letter, compliance seems assured.

I see your draft document calling for the Acton Planning Board's signed assent. Once ratified by the condominium trustees, I will be happy to sign on behalf of the Planning Board, or I can bring to a Board meeting for the Chairman's signature if you wish. Once all done, I would appreciate a copy of the fully executed and recorded document for my files.

Thank you for your efforts in helping resolve this matter.

Sincerely,

Roland Bartl, AICP
Town Planner, Acton

PERKINS & ASSOCIATES, P.C.
ATTORNEYS AT LAW
THE MILL
73 PRINCETON STREET, SUITE 306
NORTH CHELMSFORD, MASSACHUSETTS 01863-1558
TELEPHONE (978) 251-8509
800-642-4906
FAX (978) 251-3608
REAL ESTATE FAX (978) 251-3859
E-MAIL LAWFPB@aol.com

CHARLES A. PERKINS, JR.
ROBERT W. ANCTIL
ERICA L. MONOPOLI
ANITA L. CHMILARSKI
DIRECTOR OF OPERATIONS

OF COUNSEL
JEFFREY M. BROWN
KEVIN G. MURPHY
ROSEMARY A. MACERO

FAX TRANSMITTAL COVER SHEET

*ALSO ADMITTED IN NH

TO: Roland Bartl
FROM: Sharon M. Adams, Legal Assistant to Charles A. Perkins, Jr.
DATE: April 2, 2002
RE: Harris Street Village Condominium
FAX NUMBER: (978) 264-9630
NUMBER OF PAGES INCLUDING COVER SHEET: 2

COMMENTS: Per our telephone conversation this date, to follow please find a copy of the response from the Department of Housing & Community Development. Please contact me if you have any questions or concerns regarding the same. I await your response to the Amendment. Thanks!

CONFIDENTIALITY NOTICE

The documents accompanying this fax contain confidential information which is legally privileged. The information is intended only for the use of the recipient named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information except for its direct delivery to the intended recipient named above is strictly prohibited. If you have received this transmission in error, please notify us immediately.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**
Jane Swift, Governor ♦ Jane Wallis Gumble, Director

January 25, 2002

Charles A. Perkins, Jr., Esq.
Perkins and Associates
The Mill
75 Princeton Street, Suite 306
North Chelmsford, MA 01863-1558

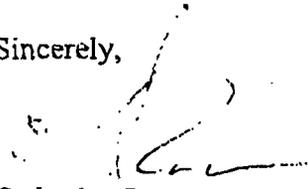
Re: Harris Street Village Condominium

Dear Mr. Perkins:

We have reviewed the red-lined revision of the proposed Ratification, Approval and Amendment to the Harris street Village Master Deed (the "Ratification") you sent us on December 18, 2001. The Department finds that it meets the requirements of the local initiative Program and agrees to approve the Ratification upon its execution by the Board of Trustees and its approval by the Harris Street Village, LL and the Town. Please arrange for all other parties to execute the Ratification before sending it to the Department for signature.

Thank you for your cooperation in making the necessary corrections to the Master Deed for this project. If you have any questions, please call Catherine Peagler at (617) 727-7824 x552.

Sincerely,



Catherine Peagler
Associate Director, Division of Private Housing

cc: Catherine Peagler

PERKINS & ASSOCIATES, P.C.
ATTORNEYS AT LAW
THE MILL
73 PRINCETON STREET, SUITE 306
NORTH CHELMSFORD, MASSACHUSETTS 01863-1558
TELEPHONE (978) 251-8509
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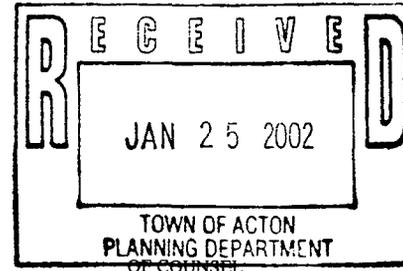
CHARLES A. PERKINS, JR.

ROBERT W. ANCTIL*

ERICA L. MONOPOLI*

ANITA L. CHMILARSKI
DIRECTOR OF OPERATIONS

*ALSO ADMITTED IN NH



JEFFREY M. BROWN

KEVIN G. MURPHY

ROSEMARY A. MACERO*

January 24, 2002

Town of Acton
Mr. Roland Bartl, AICP, Town Planner
472 Main Street
Acton, MA 01720

RE: **Harris Street Village Condominium**
Town of Acton

Dear Mr. Bartl:

This letter is in regards to the status of the above matter.

We have enclosed a copy of correspondence which we recently sent to the Department of Housing and Community Development, Division of Private Housing.

As you can see from this correspondence, we are waiting for the final determination of the Department that the proposed Ratification, Approval and Amendment to the Harris Street Village Condominium Documents are in accordance with the regulations thereto.

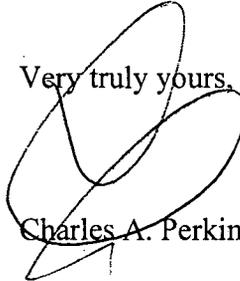
If, in fact, the Department approves this language, we would request that the Town of Acton similarly approve the same.

As a result of this, as well as the failure of the original developer to respond to the Association's request for offer of settlement, we would request a three (3) month extension, on or through March 31, 2002, to the initial correspondence dealing with enforcement action from the Town in this matter. The Association will continue to utilize the revised percentage interest schedule, of course reserving all rights set forth in our September 17, 2001 correspondence.

Town of Acton
Mr. Roland Bartl, AICP, Town Planner
Page 2
January 24, 2002

Would you please respond at your earliest possible convenience in this matter. Thank you in advance for your courtesy and cooperation.

Very truly yours,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Charles A. Perkins, Jr.

CAP/sma
Enclosure

cc: Board of Trustees, Harris Street Village Condominium Trust
Hodan Management
Cathy Paquin, Department of Housing and Community Development
Steven R. Graham, Esquire

PERKINS & ASSOCIATES, P.C.
ATTORNEYS AT LAW
THE MILL
73 PRINCETON STREET, SUITE 306
NORTH CHELMSFORD, MASSACHUSETTS 01863-1558
TELEPHONE (978) 251-8509
800-642-4906
FAX (978) 251-3608
REAL ESTATE FAX (978) 251-3859
E-MAIL LAWPB@aol.com

COPY

CHARLES A. PERKINS, JR.

ROBERT W. ANCTIL*

ERICA L. MONOPOLI*

ANITA L. CHMILARSKI
DIRECTOR OF OPERATIONS

*ALSO ADMITTED IN NH

OF COUNSEL

JEFFREY M. BROWN

KEVIN G. MURPHY

ROSEMARY A. MACERO*

December 18, 2001

Commonwealth of Massachusetts
Department of Housing & Community Development
Division of Private Housing
ATTN: Ms. Cathy Paquin
One Congress Street
Boston, MA 02114-2010

RE: **Harris Street Village Condominium Association**

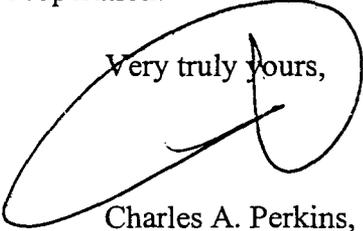
Dear Ms. Paquin:

Pursuant to your recent request, enclosed please find a red-lined revision of the proposed Ratification, Approval and Amendment to the Harris Street Village Condominium Document.

Would you please, on behalf of the Department, arrange to have this approved and forward written evidence of the same to the undersigned.

Thank you in advance for your courtesy and cooperation.

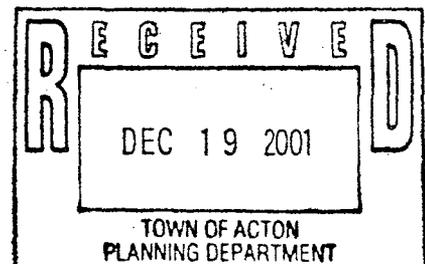
Very truly yours,


Charles A. Perkins, Jr.

CAP/sma

Enclosure

cc: Board of Trustees, Harris Street Village Condominium
Hodan Management
Roland Bartl, Town Planner



RATIFICATION, APPROVAL AND AMENDMENT OF MASTER DEED

This Ratification, Approval and Amendment of Master Deed of the Harris Street Village Condominium Trust is made this _____ day of _____, 2001, by the duly authorized Board of Trustees and not less than seventy-five percent (75%) of the Beneficial Interest of all Unit Owners thereto for said Association.

WHEREAS, the original Master Deed, which created the Harris Street Village Condominium Trust was recorded on May 14, 2000, at the Middlesex South Registry of Deeds at Book 31314, Page 124; and

WHEREAS, the Amendment to the Master Deed for Phase 6, adding Units 15 and 16, recorded at Book 32028, Page 147 reflected a percentage interest for Units 1 through 16 as set forth therein; and

WHEREAS, an Attorney's Affidavit and a further Amendment changing the percentage interest was filed at Book 32825, Page 149 and 154 respectively; and

WHEREAS, the Scrivener's Affidavit was filed by counsel to the original Declarant, Stephen R. Graham while the Amendment was filed by the Declarant; and

WHEREAS, these documents were not executed by any Unit Owners; and

WHEREAS, the Scrivener's Affidavit and Amendment described above were recorded in order to reflect the percentage interest ascribed to affordable Units at the Harris Street Village Condominium Association; and

WHEREAS, the parties to this Agreement, being a majority of the Board of Trustees and Unit Owners entitled to not less than seventy-five percent (75%) of the percentage interest at the Condominium do hereby agree to ratify and approve this Amendment and further amend the Master Deed, all subject to the following Amendment:

1. The percentage interest schedule filed with the Attorney's Affidavit and Amendment thereto at Book 32825, Page 149 and Book 32825, Page 154, respectively, shall be ratified subject to the following:
 - A. Notwithstanding the above, if any Unit, which is deemed to be affordable, at the Harris Street Village Condominium Association loses such status, such that it returns to a Unit which may be sold at market cost, as evidenced by the issuance of a "Compliance Certificate" by the Municipality and the Department of Housing and Community Development as provided in the Deed Rider attached to and made a part

of the owner's deed for such Unit, the percentage interest of said Unit shall revert to the percentage interest attributed to the same in the Amendment to Master Deed for Phase 6 at Book 32028, Page 147. The remaining percentage interest at the Association shall be recalculated in accordance with the same.

It is expressly understood and agreed that the Board of Trustees shall be authorized to file a percentage interest schedule which reflects the occurrence set forth above. It is further expressly understood and agreed that no such Amendment altering the schedule of percentage interest and made pursuant to this Section shall require the consent (except as in this Paragraph already granted) or signature in any manner by any Owner, any person claiming, by, through or under any Owner including the holder of any mortgage or other encumbrance with respect to any dwelling, any mortgagee or any other party whatsoever, and that the only signature which shall be required on any such document is that of the Board of Trustees. Any such document, once so executed by the Board of Trustees and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and in compliance with all prerequisites to the validity of such an Amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such Amendment is not valid. Each Owner understands and agrees that as the percentage interest is recalculated to the Condominium by an Amendment contemplated hereunder, that the percentage ownership interest of his Unit and the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium Trust, shall be reduced, and the value of his Unit will represent a comparable portion of the estimated aggregate fair value of all Units then in the Condominium. Thereafter, the new percentage interest shall then be set forth in the aforesaid amended document, which will be filed in the Registry.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Board of Trustees' reserved rights under this paragraph and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when the percentage interests are adjusted according to this paragraph.

In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Owner, is required on any Amendment to this Master Deed which reflects this altered percentage interest, then the Board of Trustees shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such Amendment by and on behalf of and in the name of each such Owner and each Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Board of Trustees as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

This document shall not take effect until it is approved by the Town of Acton, the Department of Housing and Community Development and the Declarant. Further, the execution by any Unit Owners hereunder shall not constitute a waiver and/or release of any rights they may have against the Declarant, the Developer, the Town of Acton or the Department of Housing and Community Development, to the extent that they exist, as well as the original individuals who acted on behalf of the Declarant for the Board of Trustees of the Condominium Association.

By recognizing and affirming the revised percentage interest schedule set forth hereunder, the Unit Owners and Board of Trustees acknowledge and agree that there shall not be any cap on the amounts to be charged for Condominium fees at the Association.

The execution of this Amendment by the Declarant, the Town of Acton Planning Board, and the Department of Housing and Community Development shall constitute conclusive evidence that the Harris Street Village Condominium Trust is in compliance with any outstanding permits issued for the development of the site, including but not limited to, a Decision issued by the Planning Board issuing a special permit, dated January 11, 1999, entitled "Major Affordable Housing Development Special Permit", the local initiative program and any rules and regulations of the Department of Housing and Community Development.

IN WITNESS WHEREOF the Board of Trustees have executed this instrument under seal this ____ day of _____, 2001, as follows:

BOARD OF TRUSTEES
HARRIS STREET VILLAGE CONDOMINIUM TRUST,

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared before me the above named _____, as he is a duly authorized representative of Harris Street Village, LLC, and acknowledged the foregoing instrument

to be his free act and deed, before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared before me the above named _____, as he is a duly authorized representative of the Town of Acton, and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss: _____, 2001

Then personally appeared before me the above named _____, as he is a duly authorized representative of the Department of Housing and Community Development, and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public
My Commission Expires: