

Acton Meadows Condominium  
Master Deed

263 Great Road, LLC, a Massachusetts limited liability company a principal office at 69 Great Road, Acton, MA 01720 (hereinafter referred to as the "Declarant"), being the sole owner of the land at 263-265 Great Road, Acton, Middlesex County, Massachusetts, described below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Name of Condominium.

The name of the Condominium shall be Acton Meadows Condominium. Said Condominium shall be developed in six (6) designated as Phase 1 through 6, with Phases 2 through 6 to be added by amendment of this Master Deed as hereinafter provided for in Section 8, said Phases being shown on a plan entitled "Phase Plan of Acton Meadows Condominium, Acton, Massachusetts, dated \_\_\_\_\_, 2012, by Stamski & McNary, Inc., said Plan being part of the Condominium Plans hereafter referred to, to be recorded herewith.

2. Description of Land.

See Exhibit A attached hereto and incorporated herein.

3. Description of Buildings.

The four (4) buildings comprising Phase 1 (the "Buildings") consist of (i) two (2) previously existing and renovated wood framed single family houses, each with two stories of living space plus a full basement, on concrete foundations, with each including a built in garage, previously known and numbered as 263 and 265 Great Road, Acton, Massachusetts ("Buildings 1 and 2); and (ii) two (2) newly constructed single family houses, each with two stories of living space plus a full basement, on concrete foundations, with each including a built in garage ("Buildings 3 and 4"). In total, there are four residential units, one each in Buildings 1-4 (the "Units"). The Buildings are shown on a site plan entitled "Units 1, 2, 3 and 4 Acton Terrace Condominium Plan of Land in Acton, Massachusetts" by Stamski & McNary, Inc. dated \_\_\_\_\_, 2012 recorded herewith and incorporated herein (the "Site Plan").

4. Description of Units.

The designation of each Unit, its location and its proportionate interest in the common areas and facilities are set forth on Schedule A annexed hereto and made a part hereof and are shown on the floor plans referred to below.

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

(i) Basements: The plane of the lower surface of the concrete basement floor, and the plane of the exterior surface of the concrete foundation to the point where it meets the boundary referred to in subparagraph (iii) below.

(ii) Roofs: The exterior plane of the roof shingles.

(iii) Exterior Walls, Doors, and Windows: As to walls, the plane of the exterior surface of the vinyl siding; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

#### 5. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium other than the Units, and include, without limitation, the following:

(i) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(ii) The portion of the sewer and water lines and other utility services not within the boundaries of a Unit as set forth above;

(iii) The yards, lawns, gardens, roads, walkways, and the improvements thereon, including lighting fixtures and planters, provided that the owners of Unit 1-4 shall have a license for the exclusive use of the that portion of the same shown on the Site Plan as "EUA —Unit [1] [2] [3] [4].

(iv) Such additional common areas and facilities as may be defined in Chapter 183A.

#### 6. Plans.

Simultaneously with the recording hereof, there has been recorded with Middlesex South District Registry of Deeds a set of floor plans of the Buildings, entitled "Units 1-4 Acton Terrace Condominium, Floor Plan, in Acton, Massachusetts" dated 2012 prepared by Stamski & McNary, Inc., consisting of two sheets and showing the designation, layout, location, number of rooms, approximate area and dimensions of the Units, and the immediate common area to which it has access, bearing the verified statement of a registered land surveyor, certifying that the floor plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

#### 7. Use of and Restrictions.

The purposes for which the Units and other facilities are intended to be used, and the restrictions on said uses, are as follows:

(i) Each of the Units is to be occupied for residential purposes by one household unit consisting of two or more persons who live regularly in the Unit as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or by an individual, subject to the restrictions set forth below, provided, however, that

such Units may be used by the Declarant hereof for other purposes temporarily pursuant to the provisions of and subject to the limitations set forth in Section 15. The determination as to whether a purchaser of a Low and Moderate Income Unit subject to the Regulatory Agreement (as defined in Section 12 herein) constitutes a household unit for purposes of eligibility to purchase the Unit shall be made solely by the Massachusetts Department of Housing and Community Development and the Town of Acton, their successors and assigns. The determination as to whether a tenant occupying the Housing Authority Unit subject to the Regulatory Agreement qualifies as a household unit shall be determined solely by the Acton Housing Authority, its successors and assigns.

(ii) The outdoor parking places, and the indoor garages in the Buildings are to be used for the parking of duly registered private passenger automobiles of occupants of the Units in the Condominium, and not for boats, trucks, or other vehicles or items without the written consent of the Condominium Trustee, and consent so given may be revoked at any time. No Unit owner may regularly park more than two (2) motor vehicles within the Condominium, and the owners of all Units shall use their indoor garages for overnight parking.

(iii) Said Units shall be subject to the restrictions that (A) no business activities of any nature shall be conducted in any such Unit (unless the Trustee grants a unit owner permission to use the unit for any professional or commercial purpose, ancillary to the residential use, permitted by the Zoning Ordinances of the Town of Acton as permitted by Article IV of the Condominium Trust); (B) the architectural integrity of the Buildings and Units shall be preserved without modification, and to that end no porch, deck, yard enclosure, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such Unit or any part thereof, no addition or change or replacement of any exterior light, door knocker, or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; (C) all maintenance and use by Owners of yards, decks, platforms, steps, porches, parking spaces, lights, and other facilities shall be done so as to preserve the appearance and character of the same and of the grounds and Buildings without modifications; (D) all use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with the provisions with respect thereto from time to time promulgated by said Condominium Trustee; (E) no dogs or other animals, birds, or pets shall be kept in or about the Units nor in the Condominium without the written consent of the Condominium Trustee, and consent so given may be conditioned or revoked at any time with or without cause; and (F) No part of the Common Area, whether Exclusive Use Area or not, shall be used for the storage or use of grills, boats, trailers, motor vehicles, pools, sheds, playground equipment, clothes lines, or any other structure or fixture, and shall remain open and undisturbed, with the exception of landscaping otherwise permitted hereunder and performed by the Condominium Trustee .

(iv) Said restrictions shall be for the benefit of the Owners of all of the Units and, as the person in charge of the common area and facilities; shall be enforceable solely by the Condominium Trustee; shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustee at such time or times and in such manner as

permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section 7 except such as occur during his or her ownership thereof.

8. Amendment of Master Deed.

This Master Deed may be amended by vote of 100% in beneficial interest of all Unit Owners, case in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 100% in beneficial interest of all Unit Owners.

9. Condominium Trust.

A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "Acton Terrace Condominium Trust" and the initial Trustee is the Declarant, with a mailing address of 69 Great Road, Acton MA 01720.

10. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation that the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

12. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

13. Exclusions from Conveyance.

There will be excluded from the conveyance of each of the Units any of the Common Elements.

14. Units Subject to Master Deed, Unit Deed, Declaration of Trust, Comprehensive Permit, and Regulatory Agreement and Declaration of Restrictive Covenants.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the first deed out of each Unit (the "Unit Deed"), and the Condominium Declaration of Trust recorded herewith (the "Condominium Declaration of Trust") as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above.

The Condominium is intended to provide low and moderate income housing in accordance with the provisions of G.L. c. 40B, and is subject to the terms and conditions of a Comprehensive Permit issued by the Acton Board of Appeals as described in a Decision recorded in said Deeds at Book , Page and the matters shown on the related plan entitled "Comprehensive Permit Plan for Acton Terrace" recorded in said Deeds at Book , Page (the "Comprehensive Permit"), and the sale and resale of all of the Units are subject to certain restrictions and other provisions of a Regulatory Agreement and Declaration of Restrictive Covenants recorded in said Deeds at Book Page (the "Regulatory Agreement").

The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, the Comprehensive Permit, and the Regulatory Agreement, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Comprehensive Permit, or the Regulatory Agreement shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

15. Leasing and Rental of Units Prohibited.

All of the Units, except for any Unit owned by the Acton Housing Authority, its assigns and successors who are required to rent only to low income individuals in accordance with the standards set out in the Regulatory Agreement, are intended to be owner occupied, and no unit other than any owned by the Acton Housing Authority, its assigns and successors as aforesaid, may be leased, rented, or subject to any form of use and occupancy agreement (except short term occupancy agreements in connection with and to a party to a binding purchase and sale agreement). Notwithstanding the prohibition against leases and rentals contained in the immediately preceding sentence, and anything elsewhere herein contained to the contrary notwithstanding, the Declarant reserves to itself and its successors and assigns (A) the right to rent any unsold Unit to any lessee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustee; (B) the right to transact any business within the Condominium to accomplish the foregoing; and (C) the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units. The provisions of this Paragraph 15 shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

16. Partial Invalidity.

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

17. Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

18. Captions.

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

19. Conflicts.

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

20. Provisions Regarding Mortgages.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(i) In the event that the Unit 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 shall not impair the rights of a First Mortgagee to:  
(A) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or (B) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (C) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (A) and (B) above.

(ii) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(iii) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(iv) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(v) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish

a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments, which are extinguished pursuant to the foregoing provision, may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter;

(vi) Unless at least two-thirds of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustee of the Condominium Trust shall be entitled to: (A) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain; (B) change the pro-rata interest or obligation of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities (provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed), or (C) partition or subdivide any Unit, or (D) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection) (and further provided that the granting of rights by the Trustee of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected) (and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed), or (E) use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium;

(vii) To the extent permitted by law, all taxes, assessments and charges that may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole;

(viii) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(ix) An institutional first mortgage lender, upon request to the Trustee of the Condominium Trust, will be entitled to (A) written notification from the Trustee of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not

cured within sixty (60) days, and (B) inspect the books and records of the Condominium Trust at all reasonable times, and (C) receive (at its own expense, if the condominium contains less than 50 units) an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust, and (D) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings, and (E) receive prompt written notification from the Trustee of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium, and (F) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust, and (G) receive written notice of any action, which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this Section 20 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 20 (and the last sentence of Section 15) may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

WITNESS the execution hereof, under seal, this      day of      , 2012.

263 Great Road, LLC  
by its Manager, Acton Management, Inc.

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

Schedule A

Unit No.    Location        Proportionate Interest

1	Building 1	%
2	Building 2	%
3	Building 2	%
4	Building 2	%

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

, 2012

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012 before me, the undersigned notary public, personally appeared Stephen P. Steinberg, proved to me through satisfactory evidence of identification, being: [ ] driver's license or other state or federal governmental documents bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose.

[stamp]

\_\_\_\_\_  
Notary Public:  
My Commission Expires: