

TOWN OF ACTON
Building Department

1/13/03
(5)

INTERDEPARTMENTAL COMMUNICATION

To: Board of Selectmen **Date:** January 8, 2003
From: Garry A. Rhodes, Building Commissioner *Garry Rhodes*
Subject: Site Plan Special Permit/Special Permit #11/18/98-366 Phase II
886, 900 Main Street and 8 Eastern Road (Ashton)

The applicant is proposing to construct 45 additional town houses as phase II for a total of 76 town house units and a project total of 180 units. These additional units will be located mostly on adjacent land, however will still be part of Robbins Brook.

Phase II was proposed during the summer of 2001 and subsequently withdrawn. The new submission did not include the additional independent living building only town houses. The applicant by letter dated November 21, 2002 from their Engineer Stamski and McNary, Inc. has responded to staff's original comments. Due to the proposed changes staff has provided new comments.

The Fire Chief has concerns about the location of both the fire hydrant and fire alarm call boxes. I would recommend the plan be revised to reflect these concerns.

The applicant is required to provide sidewalks along their frontage. They have requested relief from constructing the sidewalk along their frontage adjacent to Nashoba Brook. Staff agrees with their request as long as additional sidewalks are added along the frontage of 866 Main Street (Kelleher property) and 896 Main Street (Bennett Trust Property). In addition several crosswalks and a slight revision to the existing sidewalks are being suggested.

The Town Planner points out that along the rear of the property is the proposed location of the Bruce Freeman Rail Trail. He originally suggested that the applicant construct the trail along the rear property line to limit future abutter issues. The Petitioner responded that they have already contributed \$50,000 to the rail fund. The petitioner misrepresents the money gifted to the Town in Phase I. The money was provided for sidewalks along Main Street, so that the Petitioner would not have to provide access during Phase I to the future trail from their site, not for the construction of the trail. The Board needs to decide if the construction of the rail trail along the rear property line is appropriate. Staff also suggests that an access to the future trail be provided from Eastern Road along the side of the project.

The Town Engineer has noted several minor construction details that need clarification I would recommend the plan be revised prior to the close of the hearing. The Health Department has also noted the Petitioner will need an Aquifer Special Permit from the Board of Health. Landscape Plans need to be provided.

The Recreation Director is concerned about the impact of 180 units of housing on the use of NARA. The current walking trails are "star-pac" material. The seniors currently using the park have expressed concern about the surface. The Director has requested assistance upgrading the surface to meet this increased demand and current concern.

The Nashoba Gun Club is located directly to the rear of Phase II. I have expressed concern about the impact of the Gun Club on the new residences. The Developer has indicated they secured the services of Cavanaugh/Tocci Engineering to study the issue. The Developer reports their findings but has not provided a copy of their report. I also requested the review of the noise generated by the Bennett property. I have in the past received complaints from the Antonelli's who are located further away than the proposed buildings. I would recommend the Board require this report to be produced.

Lack of affordable housing is a concern. It has been suggested that the Petitioner provide up to 10% of these new units as affordable. The Board needs to decide what amount is appropriate.

A traffic study is required by the Rules and Regulations for Full Service Retirement Community Special Permits. The Petitioner has suggested they will not be revising the traffic study. They have indicated it will most likely reveal that the intersection of Carlisle Road and Main Street is unsafe. They pointed out that Robbins Mill Subdivision would be improving the intersection. The Robbins Mill Subdivision is under appeal. I am not sure if the Petitioner is suggesting Phase II be delayed until such time as the appeal is settled and the improvements are implemented? TAC has not provided comments at the time of this IDC.

Section 3.20 of the Rules and Regulations required a Fiscal Impact Analysis be done. The existing report should be updated. I do not feel that "current development demonstrates tremendous benefits to the Town and minimal negative impact" is such an update. The Petitioner should review all the Rules and Regulations and update this application appropriately.

I would strongly recommend this hearing be continued until such time as the above have been addressed. It has been my experience, with this developer based on Phase I, that promises of future action can only be insured with sufficient leverage. I have attached all staff comments.

**TOWN OF ACTON
NOTICE OF HEARING**

The Acton Board of Selectmen will hold a public hearing on January 13, 2003 at 7:30 PM in the Selectmen's Hearing Room, Town Hall on the application of Acton Assisted Living, LLC, under Section 10.4 and 10.3 of the Zoning Bylaw for approval of an amendment of the Special Permit and Site Plan Special Permit for an additional 45 independent town houses located at 886, 900 Main Street and 8 Eastern Road, Acton.

The application and accompanying plans may be inspected at the Town Hall during normal business hours.

**WILLIAM SHUPERT III
PAMELA HARTING-BARRAT
F. DORE' HUNTER
WALTER FOSTER
PETER ASHTON
BOARD OF SELECTMEN**



ACTON HOUSING AUTHORITY

68 Windsor Avenue

P.O. Box 681

Acton, Massachusetts 01720-0681

(978) 263-5339 fax (978) 266-1408

TDD# 1-800-545-1833 ext. 120

January 7, 2003

Chairman Trey Shupert
Acton Selectmen
Acton Town Hall
472 Main Street
Acton, MA 01720

Dear Chairman Shupert:

On January 13, 2003 the Acton Selectmen will hold a Public Hearing on the request from Acton Assisted LLP (Robbins Brook) for an additional 45 independent townhouses located on Main Street. As the Selectmen review the proposed plans the Acton Housing Authority requests that the Selectmen negotiate with the developer the designation of 10% of the additional units as "affordable".

As you are aware the State of Massachusetts requires each municipality to strive for 10% of their housing stock to be "affordable". The Governor's Executive Order 418 clearly states, "municipalities making a good faith effort to increase their supply of affordable housing stock will be given priority when applying for various state discretionary programs administered by the Executive Office of Transportation and Construction, the Executive Office of Environmental Affairs, the Department of Economic Development and the Department of Housing and Community Development". In 1997 the Department of Housing and Community Development credited Acton's with 144 or 2.10 % affordable housing units out of the Town's 6,891 housing stock. Based on the 2000 census, Acton affordable units numbered 158 or 2.057 % out of the Town's 7,680. Without the inclusion of an affordable housing component in Robbins Brook's proposed the Town's current affordable housing percentage will be adversely affected. For every housing unit built in Acton without the addition of an affordable unit Acton's affordable housing percentage will continue to decline.

Members of the Acton Housing Authority will be present at the Public Hearing and will comment on the need to require an affordable housing component. If you should have any questions before the Public Hearing please feel free to contact me directly.

Sincerely,

Naomi E. McManus
Executive Director





TOWN OF ACTON
P.O. Box 681
Acton, Massachusetts, 01720
Telephone (978) 263-4776
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Acton Community Housing Corporation
Nancy E. Tavernier, Chair

TO: Acton Board of Selectmen
FROM: Nancy Tavernier, ACHC
SUBJECT: Acton Assisted Living LLP (Robbins Brook) Public Hearing
DATE: January 7, 2003

The ACHC would like to offer comments for the Public Hearing on the request from Acton Assisted Living LLP (Robbins Brook) for an additional 45 independent townhouses located on Main Street.

The Town has recently completed the process of creating 3 affordable rental units at the Inn of Robbins Brook for income eligible seniors. After many applicants applied for the program, a lottery was held. The final occupants have been selected, qualified and are in the process of moving to the Inn. All the applicants were required to meet the local preference guidelines established by the BOS. The original request made by ACHC when this development was first proposed was for 6 units including up to 3 independent living units be made available to income eligible seniors. Due to ensuing financial obstacles, the Board ultimately settled on 3 rental units.

We are pleased with the success of this elderly housing complex and applaud the developers for their perseverance in a challenging economy. It is clear to us that the need for Independent and Assisted Living for this age group is in high demand and short supply. This demand includes those elderly residents who do not have the resources to purchase or rent housing at market rates.

Therefore, the ACHC requests that the Board of Selectmen require 10% of the proposed housing units (4 or 5) be designated for affordable housing for elderly residents with incomes no greater than 80% of the Area Median Income (80% of AMI is currently \$40,800 for one and \$46,650 for a couple). These units could be sold for approximately \$130,000 - \$150,000 and still meet the income eligibility. They should be deed restricted and would be counted toward the town's 10% affordable housing stock. We would encourage the developer to consider the DHCD Local Initiative Program guidelines that include an Elderly Exception. This would permit eligible elderly to NOT be first time homebuyers, allowing them to sell their homes to purchase the LIP units, and to have assets of up to a maximum of \$100,000. This is just one suggestion. Many other scenarios are possible and could be subject to negotiation with the developer and the town. We would be happy to help in this effort.

Please feel free to call upon us, if you have any questions.

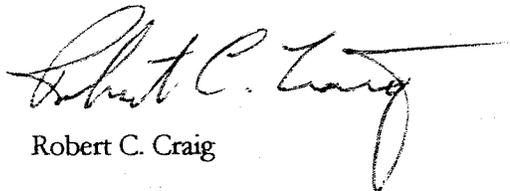
INTEROFFICE MEMORANDUM

TO: DON P. JOHNSON, TOWN MANAGER
FROM: FIRE CHIEF
SUBJECT: SITE PLAN SPECIAL PERMIT#11/18/98-366 AMENDED-ACTON ASSISTED LIVING,LLC-886,
900 MAIN STREET AND 8 EASTERN ROAD
DATE: 1/3/2003
CC: GARRY RHODES, BUILDING COMMISSIONER

DON:

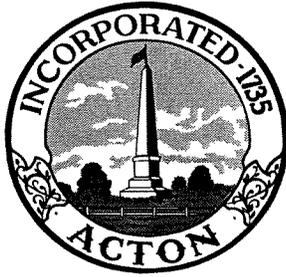
After review of the above named plan, I would offer the following comments;

1. The hydrant proposed at the cul-de-sac on Eastern Road is acceptable. Existing hydrant locations have not been shown on the amended utility plan. However, based on field observation there must be an additional hydrant installed at the intersection of the new road from Main Street and the extension to Hartland Way.
2. The applicant has proposed the addition of two fire alarm call boxes within this project. The call box shown on the cul-de-sac of Eastern Road is a duplication of another fire alarm box already located on the cul-de-sac. The box location should be changed to be on Hartland Way at the intersection adjacent to Unit # 76. The other proposed call box location adjacent to Unit #41 is acceptable. In addition it is my understanding that the wiring and the conduit were installed in the original project to locate a fire alarm call box at the intersection of Devon Drive and Tinsdale Drive. That fire alarm call box has not yet been provided and installed.
3. As stated by the applicant, most of the ambulance calls to the project have been to the Assisted Living Building. It would not be anticipated that additional independent living units would greatly increase ambulance calls.
4. In conversation with the Superintendent of the Acton Water District a water impact report will be necessary as I had requested in my original comments.



Robert C. Craig

Fire Chief



TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
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Planning Department

INTERDEPARTMENTAL COMMUNICATION

To: Don P. Johnson, Town Manager **Date:** December 30, 2002
From: Roland Bartl, AICP, Town Planner
Subject: Site Plan #366 and Use Special Permit (Full Service Retirement Community) -
Acton Assisted Living, LLC, 886 - 900 Main Street;
Amendment for Expansion by 45 Independent Living Units

I have reviewed this application and plan, or a very similar version of it, in August of 2001. The application was then withdrawn. The application now before the Town refers and responds to that review among those of other departments.

1. *In August 2001, I wrote:* The plan should document compliance with section 4.3.4.2 of the zoning bylaw. This section requires 70% open space and 40% undisturbed open space for the site's portion that is within Zone 2 of the Groundwater Protection District.

The site now includes town atlas parcel C-5/8. Perhaps it also did so in August 2001 and I missed it. With this, I am satisfied. In addition, the zoning table on plan sheet 5 tabulates the area requirements v. areas provided. It certifies compliance.

2. *August 2001:* With the expansion of the project, the proponent should complete the sidewalk system in the vicinity as follows:

- Connecting the three proposed segments along Main Street into one piece.
- Along the Main Street frontage of the Kelleher parcel with a crosswalk at Eastern Road.

I agree with trading sidewalk locations from the property frontage across Nashoba Brook to the frontage of 898 Main Street (Bennet Trust parcel on plan).

In addition, the sidewalk should be connected across the frontage of 866 Main Street (Kelleher parcel on plan) with a crosswalk at Eastern Road. A sidewalk across the Nashoba Brook portion of the site would be difficult and expensive to construct, whereas sidewalks along the Bennet and Kelleher properties are simple matters. Therefore, the two for one trade seems fairer in this case.

A crosswalk at Hartland Way (another driveway to the site) should be added to the plan.

3. *August 2001:* There is a proposal with growing momentum to convert to a rail trail the railroad right of way in the rear. It is part of the proposed Bruce Freeman rail trail from Lowell to Sudbury. The right of way owner, EOTC, supports this effort. To limit the extent of future 'abutter issues' at this location, the Board may want to consider establishing the rail trail presence by requiring its construction for the 1/4-mile distance between the Nashoba Sportsman Club driveway and the back of Eastern Road, including adequate landscape screening. EOTC would need to issue a license to use the right of way. I spoke to an agency representative who made it clear that EOTC wants a trail to comply with generally accepted rail

trail standards. Anything less, although it might make sense for an interim period, is likely to face EOTC resistance. The average cost of rail trails is +/-1 million dollars per mile.

The applicant states that he already donated \$50,000 to the rail trail effort as part of the original permits. Acknowledged.

4. *August 2001:* The special permit amendment should require full disclosure of the rail trail plans in all initial and resale real estate transactions and in all rental agreements.

This applicant signaled agreement.

5. *August 2001:* The proponent should provide a rail trail access via Eastern Road.

The applicant states that there are no feasible areas for rail trail access on the site. I suggest that the applicant's site engineer should create a feasible access. It does not appear very difficult to accomplish. The second site access off Eastern Road seems superfluous. Instead, it could serve as rail trail access leaving from Eastern Road as shown and continuing along the site's southerly border past unit 73 to the right of way.

6. *August 2001:* Additional affordable housing units should be considered.

The applicant has responded with caution, but suggested that with some setback "waivers" (which would be subject to a variance and outside of the Board of Selectmen's jurisdiction or control) they could provide three additional affordable units. In the absence of such "waivers", a middle ground could be, perhaps, maintaining the present 2.22% affordability count. Making one of the proposed 45 additional units affordable would result in the same percentage.

7. *August 2001:* Will there be any change in the scope of the auxiliary services provided to residents?

Answer provided - no change proposed.

8. *August 2001:* With the increase in project size, a revised traffic impact study seems to be warranted.

Answer provided - The applicant hopes to avoid this effort. On some past occasions, it seemed more appropriate to replace on an estimated cost basis the traffic study with real practical improvements related to traffic impact mitigation. Does the applicant have any suggestions, now that the Carlisle Road intersection has become the sole responsibility of the developer of Robbins Mill Estates (see par. 9 below)? More sidewalk on Main Street?

9. *August 2001:* The intersection of Main Street with Carlisle Road has a poor vertical and horizontal geometry. The applicant and the proponent of the Robbins Mill Estates subdivision off Carlisle Road could pool resources to design and implement an intersection upgrade. Perhaps this could be accomplished instead of a traffic study.

See par. 8 above.

cc: Planning Board
Building Commissioner
Engineering Department

TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 264-9628
Fax (978) 264-9630

Engineering Department

INTERDEPARTMENTAL COMMUNICATION

To: Don P. Johnson, Town Manager

Date: December 31, 2002

From: Engineering Department *G. J.* *D. Albert*

Subject: Site Plan Special Permit #11/18/98-366
Acton Assisted Living, LLC – 886, 900 Main Street and 8 Eastern Road

We have the following comments regarding the above mentioned site plan revised on October 30, 2002. Unless otherwise specified, the section numbers referenced in this memo refer to the Town of Acton Site Plan Special Permit Rules and Regulations.

Section 3.9.3, General Site Characteristics

1. There are two stone bounds along Main Street opposite Carlisle Road that need to be located and shown on the plans. I have attached a copy of the county layout for this section of Main Street (Route 27).
2. The sidewalk easement along Main Street should be changed to reflect the easement that was recorded in the South District Registry of Deeds on plan #1015 of 2002. Attached herewith.

Section 3.9.5, Site Improvements

3. The applicant will need to propose a street numbering system for the new development and have it approved by the Acton Engineering Department. Any new street names for the interior drives will need approval from the Acton Police and Fire Departments to ensure that the proposed street names will not cause a conflict with an already existing street name in Town. It is our opinion that reconfiguring any of the already approved street addresses for the units from the initial phase will only result in confusion since several building permits have already been issued for the development. The engineer will need to submit an amended street number plan for our records.
4. A crosswalk should be shown on Hartland Way at the intersection with Main Street. The engineer should also show handicap sidewalk ramps and a crosswalk on Hartland Way by Unit 64.
5. The engineer should extend the proposed sidewalk on the left side of the turnaround for Eastern Road to end at the paved driveway for the property owned by Eastern Road Realty, LLC (Map C-5, Parcel 40-4).
6. The engineer should relocate the crosswalk and handicap sidewalk ramps in the paved turnaround for Eastern Road from the intersection of Tinsdale Road to the property line adjacent to the land owned by Kilburn and the Acton Garage Storage. The new location

shortens the crosswalk distance on Eastern Road.

7. There is a 10" diameter white pine adjacent to the existing driveway for 900 Main Street that might need to be pruned or removed in order to construct the sidewalk as it is shown on the plan. The removal of this pine would not impact the screening along this section of Main Street.
8. The plans should show the location of the existing paved driveway at 898 Main Street (Map C-5, Parcel 20-1) in conjunction with the proposed sidewalk.
9. We concur with the comments about sidewalks in Roland Bartl's memo dated December 30, 2002.
10. We still believe that parking in the development is very limited and will be a problem for the unit owners and guests. It is our opinion that a majority of homeowners use their garages as a storage room rather than a parking space. This plan shows a loss of existing parking spaces for the construction of Unit 76 and Units 65-67.

Section 3.9.7, Site Utilities

11. The existing infiltration basins #2/3 and #4 are shown on the plans with proposed contours. The engineer should show the existing grading around these basins to clarify if they need to be reshaped.
12. The existing 10" metal pipe that is located under the driveway for 900 Main Street should be labeled on the plans to be removed.
13. The requirement for an Operation/Maintenance Plan by the Massachusetts Stormwater Policy (Standard #9) should be written into the decision for the Site Plan Special Permit to make future enforcement easier.
14. There should also be a description in the Operation/Maintenance Plan for the slide gate valves in the drainage pipes for infiltration basin #6 & #7. The description should clearly indicate their locations, purpose and how they operate.

Section 3.9.9, Construction Details

15. The handicap curb cut detail should be revised to show a maximum allowable ramp slope of 1:12 instead of 1:10. Attached are copies of the regulations from the ADA website.

Cc: Garry Rhodes, Building Commissioner



INTERDEPARTMENTAL COMMUNICATION

Acton Board of Health - Telephone 978-264-9634 - Fax 978-264-9630

December 4, 2002

TO: Garry Rhodes, Building Commissioner

FROM: Doug Halley, Health Director

SUBJECT: Site Plan Special Permit #11-18-96-366

The Acton Health Department has done a preliminary review of the plans and materials submitted regarding an Aquifer Special Permit for the 45 independent town house expansion of the Full Service Retirement Community located at 900 Main Street. Based on that review the Department notes that an Aquifer Special Permit is required from the Board of Health. Prior to the Board meeting on that issue they will require the following information:

1. A plan showing the existing conditions for the current Full Service Retirement Community (complete with surface and subsurface elevations) is required.
2. A nitrate loading assessment indicating the impacts of the development at the nearest down-gradient property line is required.
3. A hydro-geological study of the proposed wastewater discharge area is required.
4. Drainage calculations and a written summary of how a water balance is being maintained on site is required.

The Health Department has no other comments at this time.

ACTON MUNICIPAL PROPERTIES DEPARTMENT

INTERDEPARTMENTAL COMMUNICATION

To: Garry Rhodes, Building Commissioner *Date:* 12/6/02
From: Dean A. Charter, Municipal Properties Director 
Subject: Special Permit #11/18/98-366 Amended, 886 Main Street

1. No landscape plan has been submitted with this application. I will be happy to review it when it is submitted. Please be advised that I have not yet been contacted to perform a landscape as built inspection for the rest of the site.

2. Despite the protest of the developer, I feel confident that such a talented group of engineers could devise a feasible access and parking area for the Bruce Freeman Bikeway which will, after all, be a great benefit to the "fit seniors" who will be residing in the proposed units.

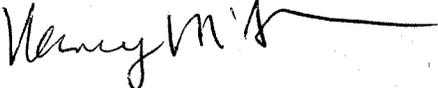


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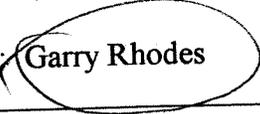
Nancy McShea
Recreation Director

Date: December 20, 2002

To: Don Johnson, Town Manager

From: Nancy McShea, Recreation Director 

Subject: Site Plan Special Permit #11/18/98-366 amended – Acton Assisted Living, LLC
– 886, 900 Main Street and 8 Eastern Road

Cc:  Garry Rhodes

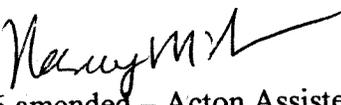
The Recreation Department maintains the same concerns that we had presented in our memo dated August 23, 2001. Given the additional housing units proposed, with the anticipated increased recreation demand, we feel that a contribution by Acton Assisted Living to NARA Park would be appropriate. Please see attached memo outlining proposed contribution.



TOWN OF ACTON
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Acton, Massachusetts, 01720
Telephone (978) 264-9608
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Nancy McShea
Recreation Director

August 23, 2001

To: Don Johnson, Town Manager
From: Nancy McShea, Recreation Director 
Re: Site Plan Special Permit # 11/18/98-366 amended – Acton Assisted Living, LLC –
886, 900, & 910 Main Street.
cc: Garry Rhodes

The Acton Recreation Department has some concerns over the additional housing units proposed for the Acton Assisted Living facility. Our concerns lie in the area of additional traffic, both foot and vehicular, at NARA Park. A total of 334 units will be developed at the completion of this project. I would anticipate this increasing our senior patrons at the park by at least 150 people. Given the impact that this would have on our site I am proposing that the following be taken into consideration.

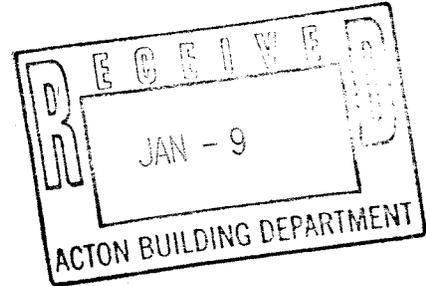
When the park was first built a walking trail was established that completes a 1-mile radius around the park. Sections of this trail were done in a "star-pac" material; the rest were connected to proposed parking lots and the interior road. We have had the opportunity to conduct some senior walking classes, and have seniors using this site on a regular basis. One common concern from the senior population is that the star-pac surface is unyielding and very difficult for them to walk on. Given the close proximity of the Acton Assisted Living to NARA Park, I would expect the seniors would be utilizing this safe, community park for walking and recreating. Given the increased demand on these trails I would propose that the Acton Assisted Living contribute towards the paving of the trail inside the park. The addition of the housing units will surely impact our park and the ability of these seniors to have a safe recreation area.



Water Supply District of Acton

Inter-Departmental Communication

James L. Deming
District Manager



TO: Garry Rhodes
FROM: Jim Deming
DATE: January 7, 2003
SUBJECT: Acton Assisted Living LCC
Site Plan Permit #366
CC: Bob Craig

The plans for the domestic water system for the proposed additional (45) independent town homes at the Assisted Living Complex on Main Street would appear to be in compliance with existing A.W.D. rules and regulations.

However, the additional water demand placed on the system will be in excess of 2,500 gpd and, therefore, a "Water Impact Report" will need to be provided.

After review, the A.W.D. will have further comments.

STAMSKI AND McNARY, INC.

80 Harris Street
Acton, Massachusetts 01720
(978) 263-8585
FAX (978) 263-9883

FILE COPY

WILLIAM F. McNARY, P.L.S.
JOSEPH MARCH, P.E., P.L.S.

November 21, 2002

Mr. Gary Rhodes, Building Commissioner
Town of Acton
472 Main Street
Acton, Ma 01720

Re: Acton Assisted Living, LLC
Main Street; Acton, Massachusetts
Site Plan Special Permit #366

Dear Gary,

On behalf of our client, Acton Assisted Living, LLC, we hereby request an amendment to the Site Plan Special Permit & Special Use Permit #11/18/98-366 for the referenced site. Changes to the proposed site are as follows.

A parcel of land has been acquired to the southwest of the existing site and a parcel of land to the northeast of the existing site is under agreement for purchase (Parcel 6, of Assessor's Map C-6). The applicant is proposing forty-five (45) independent town homes in addition to the thirty-one (31), which are approved under the aforementioned Special Permits. These town homes are proposed along with corresponding parking, sidewalks, landscaping, and associated utilities. Two additional entrances are proposed to the site. An entrance is proposed at the end of Eastern Road and a second entrance is proposed onto Main Street. There will now be four (4) entrances to the site. The additional town homes will be accessed via the additional entrances and existing access throughout the site.

For your review, we are resubmitting the following:

- An amendment fee of \$250.00;
- 12 full size sets of plans (24" x 36") revised October 30, 2002;
- 10 reduced sets of plans (11" x 17") revised October 30, 2002;
- 2 sets of drainage calculations dated October 30, 2002;
- 12 copies of the revised Development Impact Report;
- a certified 300' abutter's list;
- Recorded Plans and Deeds;

Architectural plans have not been included with this request for an amendment to the special permit. The town homes, are identical to the plans on file with the building department for the existing, approved site.

Amendments to the Special Permits were originally requested in a letter by Stamski and McNary, Inc., dated July 16, 2001, and subsequently withdrawn. We received a number of comments from Town Staff with regards to that request. Our responses are as follows:

November 21, 2002
Acton Assisted Living, LLC
Main Street
Page Two

Comments from Gary Rhodes, Building Commissioner dated September 5, 2001

Sidewalks – The applicant is proposing to construct a bituminous concrete sidewalk extending from the proposed second entrance to Main Street, southwest in front of the 898 Main Street and terminating at the existing site entrance from Main Street. The portion of the sidewalk in front of 898 Main Street is in lieu of constructing a sidewalk along the site property frontage at Nashoba Brook. The sidewalk as proposed will provide a continuous loop for the residents of Robbins Brook.

Sound – The following is taken from a response by Acton Assisted Living, LLC, to our office on this issue:

Acton Assisted Living, LLC, is aware that the Nashoba Gun Club is an abutter to the property. After much research, we learned that there are very few acoustical engineers with experience in gun clubs. We enlisted the services of Cavanaugh/Tocci Engineering who evaluated the site and the gun sound. After several site visits during “club hours”, the engineer suggested that a costly engineering analysis would offer little meaningful information. He explained that it is easier from an acoustical standpoint to mute the sound of intermittent gunfire.

He suggested that a “sound study” will offer little to the Board or the proponent that is not readily apparent to all parties; i.e. guns make noise and it is very difficult to mitigate this type of noise.

It was his suggestion that the best means to mitigate the sound is to construct an earthen berm along the property line between the Gun Club and the proposed development. This berm can be at a reasonable height as determined by the grading. On top of the berm, we will install an 8’ solid fence to attenuate the sound and screen the sightlines between the two properties.

In addition, we will make full disclosure to prospective buyers of the units abutting the property line that a gun club exists and note the hours of operation.

As The Board is aware, Robbins Brook has nearly one hundred (100) residents living in the senior community at this time and there have been no complaints whatsoever.

As a side note, the developer has prior experience in developing housing adjacent to Gun Clubs. The developer built a single-family subdivision in Northboro, MA adjacent to a gun club. There were no issues between the residents and the club.

Railtrail - There aren’t any feasible areas within the site for a rail trail easement. In addition, there is a parking area and access already provided at 1019 Main Street.

NARA - The applicant does not wish to contribute towards the paving of the walking trails at NARA at this time.

November 21, 2002
Acton Assisted Living, LLC
Main Street
Page Three

Main Street and Carlisle Road/Traffic Study - The applicant is not proposing a revised traffic study. A revised traffic study will most likely reveal a deficiency that is already known, the intersection of Carlisle Road with Main Street is unsafe. The proponent of the Robbins Mill Subdivision, per the Definitive Subdivision decision for the project, will be improving the intersection per an intersection improvement plan that was prepared by them. Please refer to Definitive Subdivision decision #02-09 for Robbins Mill Estates Definitive Subdivision.

Affordable Housing - The following is taken from a response by Acton Assisted Living, LLC, to our office on this issue:

The Special Permit #11/18/98-366 permitted the construction of 135 units composed of 80 assisted living, 24 independent, and 31 villas. Of the 135 units, 3 assisted living units were to be provided to the town as affordable. This number represents 2% of the total unit count.

The current plan for Phase II is for the addition of 45 townhouses units to the senior community. To do so, Acton Assisted Living, LLC, will purchase abutting properties at a considerable expense. We have not been afforded any relief in our acquisition price from the Seller(s) as may be offered under Chapter 40B, and believe that we are paying well in excess of market value for the properties. Moreover, Acton Assisted Living, LLC, will incur a significant expense to develop, remove, and dispose of the unsightly contractors' yard that is currently located on the majority of Phase II property.

In doing so, Acton Assisted Living, LLC in return for a calculated market risk will strive to achieve its development objectives, while at the same time the Town of Acton will benefit from the elimination of an unsightly property, gain significant tax advantages from a mature and local adult population with no added stress to municipal services.

Consistent with our relationship with the Town of Acton, we remain open to all reasonable dialogue. However, we feel that it is in all parties interests that the development proceed forward and that to do so the permitting must be approached with a reasonable approach to the economics of the marketplace. We were able to offer 2% of the prior housing count because this did not present a significant financing risk to lending institutions. Acton Assisted Living, LLC, maintains that anything in excess of 2% of the proposed unit count presents a financial risk to lending institutions and may render the proposed development unfinanciable. Acton Assisted Living, LLC, suggests that if we explore increasing the unit count to 48 units with relief on side yard setbacks, we will be able to offer three (3) additional affordable units to the Town of Acton.

Fiscal Impact – The following is taken from a response by Acton Assisted Living, LLC to our office on this issue:

I am not certain what this report entails. Acton Assisted Living, LLC believes that the historical data from the current development demonstrates tremendous benefits to the Town and minimal negative impact.

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Acton Assisted Living, LLC
Main Street
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Comments from Roland Bartl, Town Planner dated August 28, 2001

1. Section 4.3.4.2 of the Acton Zoning Bylaw, amended through April 2002, states that in a Recharge Protection Area (Zone 2), a minimum of 70% of every lot shall remain Open Space and 40% of every lot shall remain as Undisturbed Open Space. No more than 30% of a lot shall be covered by impervious cover.

As can be seen from the Zone 2 Requirements tabulation on the Land Use Plans (Sheets 5-7), the applicant meets the requirements of Zoning Bylaw Section 4.3.4.2. There is a 252,918 s.f. of lot area in the Recharge Protection Area (Zone 2). This area is comprised of 193,618 s.f. of Open Space (76.6%), 124,337 s.f. of Undisturbed Open Space (49.2%), and 59,300 s.f. of impervious cover (23.4%). The impervious cover includes the existing driveway for the Nashoba Gun Club.

2. The applicant is proposing to construct a bituminous concrete sidewalk extending from the proposed second entrance to Main Street, southwest in front of the 898 Main Street and terminating at the existing site entrance from Main Street. The portion of the sidewalk in front of 898 Main Street is in lieu of constructing a sidewalk along the site property frontage at Nashoba Brook. The sidewalk as proposed will provide a continuous loop for the residents of Robbins Brook.
3. The applicant has already donated \$50,000 to the Rail Trail fund per the decision for Site Plan Special Permit #366.
4. The applicant has no issue with this request.
5. There aren't any feasible areas for rail trail access on the site. In addition, there is a parking area and access already provided at 1019 Main Street.
6. Please see the response given to Gary Rhodes' comments above.
7. There will not be any change in the scope of auxiliary services provided at Robbins Brook.
8. The applicant is not proposing a revised traffic study. A revised traffic study will most likely reveal a deficiency that is already known, the intersection of Carlisle Road with Main Street is unsafe. The proponent of the Robbins Mill Subdivision, per the Definitive Subdivision decision for the project, will be improving the intersection per an intersection improvement plan that was prepared by them. Please refer to Definitive Subdivision decision #02-09 for Robbins Mill Estates Definitive Subdivision.
9. See comment 8 above.

Comments from Naomi McManus, Clerk, ACHC dated September 6, 2001

See response to Gary Rhodes.

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Comments from Robert Craig, Acton Fire Chief dated September 6, 2001

1. A hydrant is proposed at the end of Eastern Road.
2. Two call boxes have been proposed as part of this amendment. One is located adjacent to the second entrance on Eastern Road and the second one is located at the site intersection adjacent to Unit #41.
3. The existing development receives ambulance calls approximately twice per day for the Assisted living Building. As the current amendment includes only independent town homes, it is not expected that ambulance calls will greatly increase.
4. As the additional water demand will be in excess of 2,500 gpd (approximately=9,900 gpd, 45 units x 2 bdrms. x 110 gpd/bdrm.), the applicant will provide the Acton Water District with a Water Impact Report, which will be reviewed for approval by the Water Commissioners. A copy of this report will be provided to Chief Craig.

Comments from James Deming, Water District Manager dated August 20, 2001

The applicant is proposing to complete the water main loop at the existing and proposed Eastern Road entrances. The water loop will extend from in front of Unit 72, southeast along the second proposed entrance to Eastern Road and connecting with the existing 6" water stub that is located within the existing entrance at Eastern Road.

Comments from Acton Engineering Department, dated August 23, 2001

1. As this project is not required to comply with Acton Subdivision Rules and Regulations, the applicant is proposing to use a minimum pipe size of 8".
2. These items have been added to the plan legends.
3. The appropriate bounds have been shown on the plans.
4. The elevation of the bronze disk at Nashoba Brook in General Note #1 on the Detail Sheet (sheet 13) has been changed to 172.72.
5. The applicant will propose a street numbering system separately after consulting with the Acton Engineering Department.
6. Please see the response given to Gary Rhodes' comments above.
7. A crosswalk has been added at the proposed second entrance onto Main Street.
8. Spot grades have been shown along Main Street accordingly.
9. The Town homes that have already been constructed under Site Plan Special Permit #366 have 16' wide driveways. To our knowledge, there have not been problems with parking

for the Town homes. Therefore, the applicant is not proposing to construct them wider than currently in existence.

10. A guardrail is proposed in front of Clay-lined Basin 7 and Infiltration Basin 7.
11. Erosion and Sedimentation Note #4 has been revised to indicate that the drainage basins will be properly cleaned and graded to minimize the amount of sediment remaining in them after the site is stabilized.
12. An emergency spillway has been added to Infiltration Basin #7.
13. The proposed diversion manholes have been designed to provide infiltration during frozen conditions.
14. A table has been added to the Clay-Lined Basin Detail that summarizes the minimum heights of the proposed clay liner in each basin.
15. A 6' diameter 12" deep rip rap lined sediment sump has been proposed at each new basin outlet.
16. An *Agri Drain* Slide Gate Valve is proposed for Infiltrations Basins #6 and #7. Please see the Infiltration Basin Detail.
17. There are no longer any proposed catch basins/manholes within the right of way of Main Street.
18. Symbols for all proposed diversion manholes are shown consistently on all plans.
19. The applicant is agreeable to incorporating the Operation and Maintenance Plan for the drainage system in the Permit.
20. Note #4 on the Land Use Plans (sheets 5-7) indicates that the two (2) proposed bituminous concrete sidewalks along Main Street are to be five (5) feet wide.
21. The bituminous concrete sidewalk detail has been revised to indicate that the sidewalk is to be 5' wide and that the 2% cross-slope is a maximum.
22. Modified cape cod bituminous concrete berm is indicated on the Land Use Plans (sheets 5-7).
23. The drywell detail for the Town homes and the garage has been revised to indicate an overflow pipe.
24. All diversion manholes in the Precast Concrete Diversion Manhole Detail show the 4" concrete block wall diverting the first inch of runoff to the clay-lined basins.

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Acton Assisted Living, LLC
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Page Seven

25. The catch basin detail has been revised to indicate that a *Snout* oil and gas trap shall be installed on all pipes less than 12" in diameter.
26. Please see the response given to Gary Rhodes' comments above.

Comments from Dean Charter, Municipal Properties Director dated Aug. 14, 2001

1. This is to be submitted under separate cover.
2. There aren't any feasible areas for rail trail access on the site. In addition, there is a parking area and access already provided at 1019 Main Street.
3. The applicant has already donated \$50,000 to the Rail Trail fund per the decision for Site Plan Special Permit #366.

Comments from Nancy McShea, Recreation Director dated August 23, 2001

The applicant does not wish to contribute towards the paving of the walking trails at NARA at this time.

Comments from Doug Halley, Health Director dated August 23, 2001

The applicant has applied to the DEP and will be applying to the BOH to amend the groundwater discharge permit for the additional sewage flow. The treatment plant components have been sized to accommodate this phase of development. An additional soil absorption system is proposed at the rear of the site.

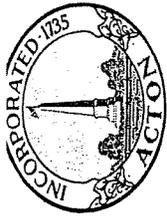
We appreciate a response to this issue at your earliest convenience. If you should have any questions, please contact our office.

Respectfully,
For: Stamski and McNary, Inc.

Jody Borghetti

Joseph March, P.E., P.L.S.

cc. Steve Vazza, Acton Assisted Living, LLC.



Town of Acton
 472 Main Street
 Acton, MA 01720
 Telephone (978) 264-9622
 Fax (978) 264-9630

Brian McMullen
 Assistant Assessor

Address: 900 Main Street, 900 Main Street Beside, 908 Main Street, 8 Eastern Road, Robbins Brook/Assisted Living
Parcel ID: C5-6, C5-6-1, C5-8, C5-20, C5-39-2

Parcel Location	Parcel ID	Owner Name	Co-Owner Name	Mailing Address	City	ST	Zip
EASTERN RD	C5-40-4	EASTERN ROAD REALTY LLC		27 OLD EAST STREET	CARLISLE	MA	01741
EASTERN RD UNIT A	C5-40-3A	KILBURN ERIC C		3 EASTERN RD UNIT A	ACTON	MA	01720
EASTERN RD UNIT B	C5-40-3B	ACTON GARAGE STORAGE, INC.		PO BOX 985	ACTON	MA	01720
LEDGE ROCK WY	C5-38-1	REX LUMBER CO		840 MAIN STREET	ACTON	MA	01720
48 MAIN ST	C5-39	DECK HOUSE INC		930 MAIN STREET	ACTON	MA	01720
64 MAIN ST	C5-40	KELLEHER PAUL C		864 MAIN ST	ACTON	MA	01720
75 MAIN ST	C5-42	ERIKSON HENRY		151 SUMMER STREET	ACTON	MA	01720
77 MAIN ST	C5-43	ERIKSON HENRY		151 SUMMER STREET	ACTON	MA	01720
95 MAIN ST	C5-30	WEEKS CHARLES H	WEEKS SARA L	895 MAIN STREET	ACTON	MA	01720
97 MAIN ST	C5-22	NOGIVELLI JOHN J		897 MAIN STREET	ACTON	MA	01720
98 MAIN ST	C5-20-1	GOSSELS WERNER F TRUSTEE	BENNETT TRUST	BOX 122	WAYLAND	MA	01778
01 MAIN ST	C5-21	HILDRETH DONALD R		901 MAIN ST	ACTON	MA	01720
05 MAIN ST	C5-13	JOYAL MARY L		905 MAIN ST	ACTON	MA	01720
06 MAIN ST	C5-12	ANTONELLI ARTHUR B	VIRGINIA A	906 MAIN ST RFD	ACTON	MA	01720
15 MAIN ST	C5-9	TOWN OF ACTON		472 MAIN STREET	ACTON	MA	01720
20 MAIN ST	B5-39-1	GOSSELLS WERNER F	LAIN REALTY TRUST	17 BENNETT ROAD	WAYLAND	MA	01778
24 MAIN ST	B5-35	NASHOBA SPORTSMANS CLUB		P.O. BOX 2333	ACTON	MA	01720
30 MAIN ST	B6-14	DECK HOUSE INC		930 MAIN STREET	ACTON	MA	01720

1/14/2002

abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list.

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

- Boxborough, MA 01729 Maynard, MA 01754
- Carlisle, MA 01741 Stow, MA 01775
- Concord, MA 01742 Sudbury, MA 01776
- Littleton, MA 01460 Westford, MA 01886

April Thomas
 April Thomas
 Assessing Clerk

D51

MASTER DEED

Robbins Brook Condominium

Acton, MA

January 23, 2002

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SEE PLAN IN RECORD BOOK _____ PAGE _____

MASTER DEED
ROBBINS BROOK CONDOMINIUM

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MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM

The undersigned Declarant (as hereinafter defined), being the sole owner of the land in Acton, Middlesex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto to the provisions of the Act (as hereinafter defined) and proposes to create, and hereby does create with respect to said premises, a Condominium to be governed by and subject to the provisions of the Act, and to that end the Declarant declares and provides the following:

1. Definitions, Condominium Phasing, AAL, Pulte and Orbit Separate Properties.

A. Definitions.

The following terms shall have the following meanings in this Master Deed and in the Declaration of Trust of The Robbins Brook Condominium Trust:

AAL shall mean Acton Assisted Living, LLC, a Massachusetts limited liability company with a principal office address c/o Vazza Associates 150 Wood Road, Braintree, Massachusetts 02184 and its successors and assigns (except as otherwise limited as set forth in the definition of "successors and assigns" hereinbelow).

AAL Land shall mean the land designated as "AAL Land" on the Plan and as described in Exhibit F attached hereto.

AAL Units shall mean Units which are constructed on AAL Land and which are therefore the property solely of AAL or its successors or assigns (see AAL Land).

An Independent Dwelling shall mean a Unit intended exclusively for residential use in the multi unit building labeled "Independent Living" on the Plan.

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed, or added to the Condominium by amendment to this Master Deed.

Declarant shall mean AAL and its successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

EUA shall mean an exclusive use area, as defined in Sections 5 (c), 6 and 7 (b).

Limited Common Area shall mean "Limited Common Areas and Facilities" as defined in the Act; to wit: a portion of the Common Areas and Facilities for the exclusive use of one or more but fewer than all of the units.

Orbit shall mean Orbit Construction, Inc., a Massachusetts corporation with a business address of 400 Essex Street, P.O. Box 5600, Beverly Farms, Massachusetts 01915 and its successor and assigns (except as otherwise limited herein).

Orbit Land shall mean the land designated as "Orbit Land" on the Plan, and as described in Exhibit D attached hereto.

Orbit Units shall mean Units which are constructed on Orbit Land and which are therefore the property solely of Orbit or its successors or assigns (see Orbit Land).

Owner shall have the same meaning as the term "Unit Owner" in Section 1 of the Act without regard to whether the Unit is a Village Home, Independent Dwelling or The Assisted Dwelling Unit.

Pulte shall mean Pulte Home Corporation of New England, a Michigan Corporation with a place of business at 257 Turnpike Street, Suite 200, Southborough, MA 01772 and its successors and assigns (except as otherwise limited herein.)

Pulte Land shall mean the land designated as "Pulte Land" on the Plan, and as described in Exhibit E attached hereto.

Pulte Units shall mean Units which are constructed on Pulte Land and which are therefore the property solely of Pulte or its successors or assigns (see Pulte Land).

Plan shall mean a plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA" prepared for Pulte Home Corp. of N.E., dated 10/26/01, Scale 1"=40', drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, and recorded in the Middlesex South District Registry of Deeds herewith.

Successors and assigns shall mean the successors and assigns of AAL, or Pulte, or Orbit, whichever the context requires, but the term "successors and assigns" specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of AAL, or Pulte, or Orbit unless such deed, mortgage or other instrument, referring specifically to this Section 1A of this Master Deed, so states.

The Act shall mean Massachusetts General Laws, Chapter 183A (“Condominiums”), as amended.

The Assisted Living Unit shall mean the Unit labeled “Assisted Living Building” on the Plan.

The Condominium shall mean the Condominium created by this Master Deed.

The Condominium Trust shall mean Robbins Brook Condominium Trust, the unit owners' organization formed pursuant to the Act.

The Independent Dwelling Building shall mean the building in which the Independent Dwellings are located.

Unit shall mean a Condominium Unit as that term is defined in Section 1 of the Act. A Unit may be a Village Home, Independent Dwelling or The Assisted Dwelling Unit.

Village Home shall mean a Unit intended exclusively for residential use in an attached or detached building.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof. Paragraph 19 hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said paragraph 19 already granted) or signature of any owner, or any mortgagee or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any unit) or any other party, so as to add additional land and additional phases and additional Units to the Condominium. Said paragraph 19 also describes certain limitations on the Declarant's said rights to add additional land, additional phases and additional Units.

C. AAL Land; AAL Units; Pulte Land; Pulte Units; Orbit Land; Orbit Units.

- (i) The Declarant wishes to constitute the Condominium and does hereby constitute the Condominium so that (a) all Units built upon AAL Land shall be and remain AAL's separate property in fee simple (the “AAL Units”) regardless of whether the land is included in the Exhibit A attached hereto or whether the Land has been added to the Condominium by amendment to this Master Deed, (b) all Units built upon Pulte Land shall be and remain Pulte's separate property in fee simple (the “Pulte

Units”) regardless of whether the land is included in the Exhibit A attached hereto or whether the Land has been added to the Condominium by amendment to this Master Deed, and (c) all Units built upon Orbit’s Land shall be and remain Orbit’s separate property in fee simple (the “Orbit Units”) regardless of whether the land is included in the Exhibit A attached hereto or whether the Land has been added to the Condominium by amendment to this Master Deed.

- (ii) (a) All Units built upon AAL Land shall be and remain the separate property of AAL, regardless of when such Units were constructed. When AAL conveys an AAL Unit, such unit shall be and become the property of the grantee to whom AAL has conveyed same, and upon the completion of such conveyance, such unit shall no longer be a AAL Unit (unless the conveyance was to AAL). Unit deeds and unit mortgages of AAL Units shall be fully valid if executed solely by AAL, and no such deed or mortgage shall need the signature or assent of anyone else.
- (b) All Units built upon Pulte Land shall be and remain the separate property of Pulte, regardless of when such Units were constructed, and notwithstanding that the Declarant is composed of only AAL and the continued designation of Pulte Land shall become merely a matter of convenience of reference. When Pulte conveys a Pulte Unit, such unit shall be and become the property of the grantee to whom Pulte has conveyed same, and upon the completion of such conveyance, such unit shall no longer be a Pulte Unit (unless the conveyance was to Pulte). Unit deeds and unit mortgages of Pulte Units shall be fully valid if executed solely by Pulte, and no such deed or mortgage shall need the signature or assent of AAL or anyone else.
- (c) All Units built upon Orbit Land shall be and remain the separate property of Orbit, regardless of when such Units were constructed, and notwithstanding that the Declarant is composed of only AAL and the continued designation of Orbit Land shall become merely a matter of convenience of reference. When Orbit conveys an Orbit Unit, such unit shall be and become the property of the grantee to whom Orbit has conveyed same, and upon the completion of such conveyance, such unit shall no longer be a Orbit Unit (unless the conveyance was to Orbit). Unit deeds and unit mortgages of Orbit Units shall be fully valid if executed solely by Orbit, and no such deed or mortgage shall need the signature or assent of AAL or anyone else.

All references in this Master Deed (including but not limited to paragraph 19 hereof) to the right of the Declarant to add additional land, additional phases, and additional Units to the Condominium shall be understood to refer to the right of AAL, Pulte, Orbit and their respective successors and

assigns (except as limited in the definition of successors and assigns) to add additional land, additional phases and additional Units as set forth in this subparagraph C of this paragraph 1.

- (iii) By way of illustration of the foregoing, the land which constitutes the Condominium is comprised of AAL Land, Pulte Land, Orbit Land, and Common Land; the Units which constitute Phase 1 of the Condominium are built solely on Pulte Land. Accordingly, all Units which constitute Phase 1 of the Condominium shall be and remain the separate fee simple property of Pulte ("Pulte Units") even though such land now constitutes a portion of the Condominium land.
- (iv) Any amendment to this Master Deed adding land or improvements to the Condominium shall be fully valid if signed only by AAL, if the land being added to the Condominium by such amendment is AAL Land; and any amendment to this Master Deed adding land or improvements to the Condominium shall be fully valid if signed only by Pulte, if the land being added to the Condominium by such amendment is Pulte Land; and any amendment to this Master Deed adding land or improvements to the Condominium shall be fully valid if signed only by Orbit, if the land being added to the Condominium by such amendment is Orbit Land.
- (v) Notwithstanding that the Declarant is herein defined as AAL, the Declarant, qua Declarant, shall obtain no ownership interest in fee or otherwise, whatsoever in any of the Units now or hereafter made a part of the Condominium, other than the AAL Units. It is expressly understood and agreed that the fee simple ownership of each and every Unit shall belong, to either AAL, Pulte or Orbit (but not jointly), depending upon whether the land on which such units are built is AAL Land, Pulte Land or Orbit Land.

D. Development Rights

- (i) The term "Development Rights" as used herein shall mean the right and easement of the AAL, Pulte or Orbit (and any of them) to add buildings and/or Units to the Condominium, including but not limited to Declarant's rights and easements set forth in paragraph 19 of this Master Deed. The term "Development Rights Grantee" shall mean any grantee to whom Development Rights are assigned and/or conveyed.
- (ii) In the event that AAL, Pulte, and/or Orbit assign, convey and transfer Development Rights, each unit added to the Condominium by a Development Rights Grantee pursuant to the exercise of Development Rights shall be and remain the property of such Development Rights Grantee, and such Development Rights Grantee shall have the right to sell

and mortgage each such Unit to anyone whomsoever, and title to such Unit shall be deemed to be vested in fee simple in such Development Rights Grantee until such Development Rights Grantee executes and delivers a Unit deed describing the Unit to a third party grantee or mortgagee.

- (iii) The Development Rights Grantee shall be regarded as the successor and assign of the grantor of the Development Rights solely with respect to the grant of Development Rights of the Units named in the instrument of assignment of Development Rights, but such Development Rights Grantee shall not be deemed the successor or assign of such grantor for any other purpose, or in any other connection. All grants of Development Rights (unless otherwise specified) shall be subject to (i) the provisions of this Master Deed, (ii) the provisions of the Condominium Trust, (iii) the Act, (iv) the Declaration of Covenants, Conditions and Restrictions dated October 19, 2000, recorded in the Registry in Book 31942, Page 418 (the "CC&R"), (v) all orders of conditions recorded in the Registry pertaining to the Condominium (vi) the Special Permit referred to in the CC&R, (vii) all applicable laws, codes, rule and regulations regarding construction or development of the Condominium (as all of the foregoing may be amended from time to time), and (viii) any other matters specifically set forth in the grant of Development Rights. No grantee, mortgagee, lessee, tenant or other transferee of any interest in any Unit conveyed to a third party grantee, mortgagee, lessee, tenant, or other transferee by a Development Rights Grantee shall be deemed to have any rights against the grantor of the Development Rights, except as set forth in other agreements between such parties.

2. Name

The name of the Condominium shall be "ROBINS BROOK CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium").

3. Description of Land

The land upon which the building(s) and improvements are situated is described in Exhibit A attached hereto and made a part hereof.

4. Description of Buildings

The building(s) (hereinafter the "building or building(s)") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 19 hereof.

5. Designation of the Village Homes and Their Boundaries

- (a) There will be not more than thirty-one (31) Village Homes, each being a detached or attached single-family dwelling located on the land described in Exhibit A and each being a Village Home Unit. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each of the Village Home Units are set forth in Exhibit C, attached hereto, and as shown on the site and floor plans of the Condominium, recorded herewith or to be recorded with Amendments hereto. The said floor plans show the layout, locations, numbers and dimensions of the Units as built, indicate that the buildings are collectively named "Robbins Brook Condominium" and otherwise have no name, and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of the Act.
- (b) If and when the Declarant and/or Development Rights Grantee adds additional phase(s) to the Condominium pursuant to its reserved rights under paragraph 19 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in this paragraph 5. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant/Development Rights Grantee shall record floor plans showing the building(s) and Unit(s) forming part thereof.
- (c) Village Homes: Each Village Home shall be a single family free-standing dwelling house or single family attached dwelling house and shall have the exclusive use of walkways, driveways, decks, porches and entryways servicing that unit as well as the structural and exterior finish components of the building housing the unit. These exclusive use areas which are part of the Limited Common Area of the condominium are sometimes referred to herein as EUAs.. The boundaries of each of the Village Homes with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Concrete Floors: The plane of the upper surface of the concrete basement floor slab.
- (ii) Stone, Brick, and/or Concrete Walls: The plane of the interior finished surface of the concrete walls and the interior finished surface of any stone or brick walls.
- (iii) Roofs or Upper Boundaries: The plane of the unfinished interior surface of the attic roof rafters.
- (iv) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or, in the case of concrete walls, the interior surface of the concrete walls facing the Unit; as to exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames,

the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass. As to the interior building walls between units, the plane of the interior surface of the wall studs facing each unit.

- (v) Garage: As to the garage portion of each unit, the plane of the upper surface of the concrete floor slab, the plane of the lower surface of the interior surface of roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the garage; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.
- (d) All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Board of the Robbins Brook Condominium Trust Village Homes Group (VHG) (see paragraph 5.4.9 of the Condominium Trust recorded herewith). Each Village Home Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Village Home or which are situated in, on or within the EUA set aside for the exclusive use of said Village Home.
- (e) All Common Area located near or attached to each Village Home Unit specifically including, but not limited to, the roof, perimeter or exterior walls, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks (but not the perimeter sidewalks) and all parts of the structure shall not be part of the Unit, but shall be Limited Common Area, all or a portion of which is designated as Exclusive Use Area for the benefit of the unit to which it is attached or which it serves. The maintenance and upkeep of the Limited Common Areas shall be allocated to all Village Homes, notwithstanding that a given Unit has exclusive rights to use all or some of these areas;
- (f) The Trustee(s) of the Village Homes Group of the Robbins Brook Condominium Trust shall be obligated to maintain, repair and replace the Limited Common Area and improvements relative to the Village Home Units, but at the expense only of the owners of Units in the Village Home Units, as a group. Each Unit owner in the Village Home Units shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of their Unit bears to the undivided interest in the Common Area of all Village Home Units, and all such expenses shall be assessed as Village Homes Group Common Expenses as provided for in section 5.4.9 of the Robbins

Brook Condominium Trust. Thus, the maintenance, repair, and replacement of all Limited Common Area improvements in and appurtenant to the Village Home Units shall be the financial responsibility of the Village Homes Group but not of the Independent Dwelling Group or the Assisted Living Group.

- (g) All Village Home Units are heated by means of a separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Unit, are a part of the Unit which it serves.
- (h) Each Village Home Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Village Home, which exclusively serve that Village Home.
- (i) Each Village Home Unit shall have as appurtenant thereto the right and easement to use, in common with all the Village Home Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways or Common Land shown on the Plan herein referred to, or in or through EUA's.
- (j) Each Village Home Unit shall have as appurtenant thereto the non-exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as Village Homes Exclusive Use Areas" and are further described in paragraph 10 hereof.
- (k) Each Village Home Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in common with the other Village Homes in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.

6. Designation of Independent Dwellings and Their Boundaries: (a) The Declarant shall have the right and easement to construct Independent Dwellings and add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The Independent Dwellings will be in a single building and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as "Independent Dwellings Group Limited Common Area and/or Exclusive Use Area.". The boundaries of each such Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (i) Floors: The upper surface of the subflooring;
- (ii) Ceilings: With respect to all Units except top-floor Units, the bottom-most surface of the floor beams and other structural members appurtenant to such floor beams of the floor above; With respect to top-floor Units,

the plane of the bottom-most surface of the roof joists and other structural members appurtenant to such roof joists;

- (iii) Exterior and Interior Walls: The plane of the surface of the wall studs facing the interior of the Unit, or at the option of the Declarant, an imaginary line running through the center of the demising wall;
- (iv) Pipe Chases or Other Enclosures concealing pipes, wires or conduits within a Unit are part of that Unit but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit are part of the Common Area. At the option of the Declarant, such pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit shall be limited common areas to be shared by the owners of Units within the building in which the same are located, and the Owners of the Units served by such pipes, wires or conduits shall share the costs of maintenance, repair and replacement of same; and
- (v) Doors and Windows: Included within a Unit are all windows (including all plate-glass windows) and all doors which open from the Unit expressly including interior and exterior doors (including the glass in all interior and exterior doors).

All Independent Dwellings are heated by means of a separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Unit, are a part of the Unit which it serves.

Each Independent Dwelling includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Independent Dwelling, which exclusively serve the Independent Dwelling.

- (b) All Common Area located in the Independent Dwelling Building specifically including, but not limited to the footings, foundation, roof, and all parts of the structure, plantings, driveways, parking areas, decks, patios, stairs and landings, if any, walks (but not the perimeter sidewalks) shall be Limited Common Area allocated to all of the Units in the Independent Dwelling Building. Without limiting the generality of the previous sentence, Limited Common Area in the Independent Dwelling Building shall include but not be limited to all structural parts of the Independent Dwelling Building, including but not limited to footings and foundations, and all structural columns, lintels, girders, beams, joists and support. Limited Common Area shall also include installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single Unit, whether located in whole or in part within, or without

such Unit, are a part of the Unit which it services and are not a part of the Limited Common Area; and

- (c) Notwithstanding anything to the contrary in this Master Deed or in Robbins Brook Condominium Trust or the By-Laws and rules and regulations thereto, the Trustee(s) who are owners of Units in the Independent Dwelling Building, or who are designees of owners in the Independent Dwelling Building, shall have the right and easement to allow owners and occupants of other Units, and members of the general public, to use any portion of the Limited Common Areas in or appurtenant to the Independent Dwelling Building.
- (d) The Trustee(s) of the Independent Dwellings Group of the Robbins Brook Condominium Trust shall be obligated to maintain, repair and replace the Limited Common Area in the Independent Dwelling Building, but at the expense only of the owners of Units in the Independent Dwelling Building. Each Unit owner in the Independent Dwelling Building shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of its Unit bears to the undivided interest in the Common Area of all Units in the Independent Dwelling Building, and all such expenses shall be assessed as Common Expenses. Thus, all maintenance, repair and replacement of all items in the Independent Dwelling Building shall be the financial responsibility of all of the owners of Units in that building, (but not the responsibility of any owners of Units in other buildings).

7. The Assisted Living Unit and Its Boundaries: The Declarant shall have the right and easement to construct the Assisted Living Unit and add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (a) The Assisted Living Unit shall be a free-standing building and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as a separate area bearing the designation "Assisted Living Unit Exclusive Use Area" as set forth in paragraph 10 hereof, upon which the Assisted Living Unit is situated. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
 - (i) Concrete Floors: The plane of the lower surface of the concrete basement floor slab.
 - (ii) Stone, Brick, and/or Concrete Walls: The plane of the exterior finished surface of the concrete walls and the exterior finished surface of any stone or brick walls.
 - (iii) Roofs or Upper Boundaries: The plane of the exterior surface of roof shingles.

- (iv) Walls, Doors and Windows: As to walls, the plane of the exterior finished surface of the exterior walls; as to entrance doors, door frames and window frames and the windows, the exterior finished surfaces thereof.
- (b) The Assisted Living Unit includes the roof, foundation, structural columns, girders, beams, supports, perimeter or exterior walls, concrete or wood floor slabs, window frames, door frames, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks (but not the perimeter sidewalks) and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within the Assisted Living Unit or which are situated in, on or within the EUA set aside for the exclusive use of the Assisted Living Unit.
- (c) The Assisted Unit is heated by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Assisted Living Unit, are a part of the Assisted Living Unit.
- (d) The Assisted Living Unit includes the ownership of all utility installations (including but not limited to hot water heaters) contained therein or on the EUA set aside for the exclusive use of the Assisted Living Unit, which exclusively serve the Assisted Living Unit.
- (e) The Assisted Living Unit shall have as appurtenant thereto the right and easement to use, in common with other Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the common areas and facilities, or other EUA's.
- (f) The Assisted Living Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Assisted Living Unit EUA" on the plan.
- (g) The Assisted Living Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in common with other Units in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.
- (h) The Assisted Living Unit includes all portions thereof, specifically including both structural and non-structural portions. No part of the Assisted Living Unit shall be a part of the Common Areas and Facilities.

- (i) Notwithstanding anything to the contrary in this Master Deed or in Robbins Brook Condominium Trust or the By-Laws and rules and regulations thereto, the owner of the Assisted Living Unit shall have the right and easement to allow owners and occupants of other Units, and members of the general public to use any facilities located in or appurtenant to the Assisted Living Unit at any time and from time to time.

8. Common Areas and Facilities

The Common Areas and Facilities of the Condominium shall consist of the land described in paragraph 3 hereof, including all improvements located thereon other than the Units, subject to easements and rights of certain Unit Owners to areas as set forth in paragraph 10 hereof. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

- (a) In general any and all apparatus, equipment and installations existing for common use.
- (b) (i) The Sewer System, which is hereby defined as follows: a sewerage treatment plant and leaching areas to be constructed on a portion of the Condominium Land shown as "Common Land" on the Plan together with all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer service and all sewer and drainage pipes, septic tanks, and sewer disposal systems, plants, tanks, leaching fields and all appurtenances thereto located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; (as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities) the building and sewer treatment plant contained therein with all appurtenances thereof, including all pipes constituting the sewer collection system and the related appurtenances and easements for sewer lines, and other appurtenances relating thereto. The Sewer System shall serve the Condominium, including all land, buildings and Units and improvements added to the Condominium from time to time in the future. The Sewer System shall be a portion of the Common Areas and Facilities of the Condominium. The Condominium Trust shall have the right and easement to use, operate, maintain, repair and replace all portions of the Sewer System. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the Sewer System, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units including but not limited to areas as defined in paragraph 10 hereto) in order to fulfill its responsibilities

with respect to the operation, use, maintenance, repair and replacement of the Sewer System.

- (ii) AAL shall construct the Sewer System. AAL's construction shall include all of the items defined as portions of the Sewer System in clause (i) of this paragraph 8(b). All such construction shall be at AAL's expense and upon AAL's initiative. The Sewer System shall have an initial capacity of at least 22,420 gallons per day. The Sewer System shall be built to specifications promulgated by the Massachusetts Department of Environmental Protection (the "DEP"), and construction of the Sewer System shall be satisfactory to the DEP.
- (iii) The "Turnover Event" is hereby defined as the earliest to occur of (i) the date on which the 31st Village Home is added to the Condominium by amendment of this Master Deed, or (ii) the expiration of the phasing rights as more particularly described in Paragraph 19 or earlier termination of such rights in writing by the Declarant. Until the Turnover Event, AAL shall operate the sewer system. After the Turnover Event, the Trustees of the Condominium Trust shall operate the sewer system.
- (iv) Sewer Costs being a portion of the common expenses as defined in Section 5.4.1 of the Condominium Trust shall be borne as follows:

The Village Homes Group, shall be responsible for the same proportion of Sewer Costs as the effluent produced by all Village Home Units, as a group, bears to the total effluent treated by the Sewer System.

The Independent Dwellings Group, shall be responsible for the same proportion of Sewer Costs as the effluent produced by all Independent Dwellings, as a group, bears to the total effluent treated by the Sewer System.

The Assisted Living Unit shall be responsible for the same proportion of Sewer Costs as the effluent produced by the Assisted Living Unit bears to the total effluent treated by the Sewer System.

- (v) Any rule or regulation adopted by the Condominium Trust which relates to the Sewer System shall require the prior written approval of the Division of Water Pollution Control of the DEP.

The use or maintenance of the Common Areas and Facilities including the Sewer System in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the DEP is hereby prohibited.

Unit Owners shall be responsible for insuring that the Trustees of the Condominium Trust comply with all applicable statutes, regulations or permit conditions relating to the Sewer System.

- (c) The lawns, plants, shrubbery, landscaping, driveways, emergency access road, roads and walkways on the Condominium Land (and perimeter sidewalks even if located within the Limited Common Area) and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, stairways and lighting fixtures to the extent that any of the foregoing are not situated within an EUA and/or Limited Common Areas. All such construction shall be at AAL's expense and upon AAL's initiative.
- (d) The parking spaces on the Condominium Land, excepting same that are contained or located within an EUA and/or Limited Common Areas. All such construction shall be at AAL's expense and upon AAL's initiative.
- (e) All recreational facilities on the premises of the Condominium not situated within an EUA and/or Limited Common Areas. All such construction shall be at AAL's expense and upon AAL's initiative.
- (f) All other elements and features of the Condominium Land, however designated or described, excepting only the Units and all other elements or property situated within an EUA and/or Limited Common Areas as herein defined and described, and all other items, listed as Common Areas and Facilities in Section 1 of the Act, and located on the Condominium Land and not referred to herein.
- (g) Ownership of the fee in all streets and ways shown on the Plan shall be part of the Common Areas and Facilities. The Trustees of the Condominium Trust (and not the Declarant) shall be obligated to maintain the streets and ways (including removal of snow and ice therefrom) and utilities therein, thereon and thereunder.
- (h) The Common Areas and Facilities shall be subject to the provisions of the by-laws of the Condominium Trust, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- (i) With respect to parking spaces not located within an EUA and/or Limited Common Areas, the same shall be available for occasional use by all Owners of Units, their tenants and their guests, subject to and in accordance with the by-laws and rules and regulations of the Condominium Trust.
- (j) In addition to and not in limitation of the rights of Owners as elsewhere herein set forth and as provided in the Act, the Owner or Owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owners of all other Units and subject to like rights and easements appurtenant to such other Units; to use the common areas and facilities, including without limiting the

generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, cables, and other facilities for the furnishing of utilities and services, subject always, however to, (a) the exclusive rights and easements herein granted to particular Units in certain facilities; (b) the restrictions and other provisions herein set forth; and (c) the rules and regulations promulgated by the Board of Trustees of the Condominium Trust.

- (k) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.
- (l) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and not a part of an EUA and/or Limited Common Areas and to make excavations for such purposes; and no Owner shall do any of the foregoing in an area other than that set aside for said Unit's exclusive use without the prior written permission of said Trustees in each instance.
- (m) In the event that the drainage system or part thereof outside of the roadway right-of-way for any reason deteriorates to the extent that it is not reasonably suitable for the purposes originally intended, and no longer has the capacity to handle storm water run-off at its intended rate, the Town, acting by its Highway Superintendent shall have the right to enter the property and perform emergency repairs in said drainage rights-of-way and/or structures. The costs and expenses for the performance of said repairs shall be borne by the Condominium Trust, and the Trust shall be responsible for the maintenance of said drainage easements as they traverse over the common land.
- (n) The Declarant hereby reserves the right and easement to modify the boundaries of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.
- (o) Subject to the exclusive use provisions of paragraph 10 hereof, the restrictions set forth in paragraph 11 hereof, and the reserved rights and easements as set forth

herein, each Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other owners.

9. 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 19 hereof.

10. Exclusive Use Areas; Limited Common Areas

The following portions of the Common Areas and Facilities are hereby designated as Exclusive Use Areas (EUA's) and/or Limited Common Areas for the exclusive use of each Village Home, the Assisted Living Unit, and the Independent Dwelling Building as herein described

- (a) The Units in each Village Homes Building, and the Assisted Living Unit shall have the exclusive right and easement for the use of so much of the immediately surrounding Condominium Land being shown as Exclusive Use Area (EUA) and/or Limited Common Areas and designated as "Pulte Land" in the first instance and designated as "AAL Land" in the second instance, all as shown on the Master Plan or as added by Amendment and, in each instance, upon which such Unit is situated, except the perimeter sidewalks.
- (b) Each Village Home shall have the exclusive right and easement to use the parking areas serving the Village Home as well as the Unit decks, patios, stairs, walkways and landings which are attached to said Village Home. The Village Home s Group shall have the responsibility for upkeep and maintenance of such areas;
- (c) The Assisted Living Unit shall have the responsibility for the upkeep and maintenance of all entrances, patios, decks, landings, walks, stairs, driveways, parking areas, lawns, plantings, shrubs, recreational facilities, conduits, ducts, pipes, flues, wires, meter area and other installations and facilities of every kind and description being situated in, on or upon said Unit's Exclusive Use Area and/or Limited Common Areas servicing said Unit, as well as the exterior of said Unit, including the roof thereof, and to the extent allowed by law, said elements shall constitute and be (a) a part of the Unit, and (b) property belonging to the Owner of the Unit.

- (d) The Independent Dwellings Group shall, as a group, have the exclusive right and easement for the use of so much of the Condominium Land being shown as Orbit Land on the Plan referred to above or as added by Amendment and upon which such Units and parking are situated. The Independent Dwellings Group shall have the responsibility for upkeep and maintenance of the Independent Dwellings Group Exclusive Use Area and/or Limited Common Area. The EUA and/or Limited Common Area designated on the Plan as the "Orbit Land" shall be Limited Common Area appurtenant to all Independent Dwelling Units and the Independent Dwelling Units shall have the exclusive right and easement to use the driveway, parking areas and garages so designated on the Plan, except the perimeter sidewalks.

11. Purpose and Restrictions on Use

The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Village Home and Independent Dwelling shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Acton Zoning By-Laws) and for no other use.
- (b) The Owner of any Village Home may at any time and from time to time add to or modify, remove or replace said Unit, provided however, that (i) no such addition, modification, removal, replacement or any other exterior work on any Unit shall be performed without the prior written approval in each instance of the Trustees as set forth in Section 5.9 of the Condominium Trust, and (ii) any and all work with respect to any addition, modification, removal, replacement, installation or other improvements, shall not constitute an adverse impact upon nor an increase in the real or calculated discharge into the Sewer System. Notwithstanding the foregoing, the Owner proposing to do any such work shall notify the Condominium Trustees and the DEP Division of Water Pollution Control, or any successors thereof, in writing, by certified mail, return receipt requested, detailing in narrative form the proposed work to be done, not less than sixty (60) days prior to the commencement thereof.
- (c) The Assisted Living Unit may be used for all purposes permitted by the Acton Zoning By-Law.
- (d) Pets shall be permitted in the Assisted Living unit subject to such restrictions as the owner of the Assisted Living Unit may promulgate.

The following subsections (e) through (r) shall apply to Units other than the Assisted Living Unit:

- (e) Owners may lease, rent or license the use of their Unit, subject, however, to the conditions and obligations set forth in this Master Deed. Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an owner with respect to his Unit shall by virtue of this sub-paragraph 11(e) of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Unit. Each Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of
- (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person; and
 - (ii) any legal action, including court enforcement proceedings, taken by an Owner or the Condominium Trustees against such Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this sub-paragraph 11(e).
- (f) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
- (g) No noxious or offensive activity shall be carried on or upon any Common Area, Limited Common Area, Exclusive Use Area or in any Unit.
- (h) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained within the Condominium or its Common Areas and Facilities, on any EUA or in any structure thereon, or in any Unit, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any owner of a Village Home or Independent Dwelling during such time as such Unit is occupied. After due notice and hearing the

Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit Owner or occupant.

- (i) No trailer, tent, shack or barn shall be erected at any time on an Exclusive Use Area or in the Common Areas.
- (j) In the event of destruction of a Village Home by fire or other casualty, the replacement Unit shall be at least equal in size to the original Village Home.
- (k) No garage (other than the Independent Living Units Garage and garages which are a part of Village Homes Units), porch, bay window, terrace, fence, garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on an EUA appurtenant to a Unit without the express written consent of the Trustees.
- (l) No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Unit or EUA appurtenant to a Unit, except that "for sale" or "for rent" or "for lease" signs not more than two (2) square feet in area shall be permitted.
- (m) Garages attached to Village Homes ("Unit Garages") may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Unit Garage in which the same are used (except when actually being transported). Unit Garages shall not be used for human habitation, nor shall Unit Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle.
- (n) No above-ground or in-ground swimming pool shall be installed.
- (o) Except as may be provided by law, no so-called "satellite" dishes or similar apparatus shall be installed on any Unit or improvement appurtenant thereto unless approved in advance by the Trustees.
- (p) Rebuilding, replacements, additions, alterations and improvements to Units and EUA's shall be subject to the provisions of Section 5.9 of the Condominium Trust. No Unit, building or structure of any description (including fences, walls and similar structures) shall be constructed, placed or maintained on any EUA or

Limited Common Area, nor shall the exterior of any Unit, building or structure be added to or altered, without the prior written approval of the Trustees of the Condominium Trust with respect to the exterior size, design, location on the EUA or Limited Common Area, building materials and color scheme of the proposed construction as set forth in Section 5.9 of the Condominium Trust. A written instrument duly executed on behalf of the Trustees of the Condominium Trust and recorded with said deeds shall be conclusive evidence of compliance with any covenant or restriction contained herein to the extent stated in said instrument as of the date thereof.

- (q) No fence, wall or similar structure standing more than four (4) feet above the ground immediately beneath it shall be erected, placed or maintained on a EUA or Limited Common Area appurtenant to a Unit forward of the front of any structure located on such Lot. No fence, wall or similar structure standing more than six (6) feet above the ground immediately beneath it shall be erected, placed or maintained on any portion of an EUA appurtenant to a Unit. No chain link fence shall be erected, placed or maintained on any portion of an EUA.
- (r) Any permitted or approved exterior construction or work on a structure on an EUA appurtenant to a Unit shall be completed within eight (8) months of the commencement of such construction or work (including landscaping and any driveway work) and, if approved pursuant to subsection (p) hereof, shall be performed in conformity with the provisions of Section 5.9 of the Condominium Trust. No exterior, window, or "through the wall" air conditioner shall be placed or maintained in the front of any structure on an EUA appurtenant to a Unit.

Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, and shall be enforceable by each Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Owner shall be liable for any breach of the provisions of this paragraph 11, except such as occur during his or her ownership of a Unit.

12. Rights Reserved to the Declarant for Sales and Future Development

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights as the Owner of such unsold Units, as any other Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit or holds the development rights to any unconstructed unit(s) to:
 - (i) Lease, rent and license the use of any unsold Unit or Development Rights;

- (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
 - (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.
- (b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant), and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities, including but not limited to Limited Common Areas other than land in which structures have been erected, with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by paragraph 19 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 19 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. Notwithstanding the foregoing, any person or entity exercising the right to perform work on land, which has been improved, shall promptly restore the disturbed area to its condition prior to the entry.
- (d) Notwithstanding any provision of this Master Deed to the contrary (including but not limited to Section 11), the Declarant shall have the right and easement to construct, modify, or demolish Units, and other structures and improvements

without the consent of any unit owner, mortgagee or the Trustees of the Condominium Trust.

13. Rights Reserved to the Condominium Trustees

Upon twenty-four hour advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Owner involved, or immediately and without notice in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit and EUA:

- (a) To inspect, maintain, repair or replace the General Common Areas and Facilities, Limited Common Area and Exclusive Use Areas contained therein or elsewhere.
- (b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

14. The Unit Owners' Organization

The organization through which the unit owners will manage and regulate the Condominium established hereby is ROBBINS BROOK CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities and each of Village Homes Group, Assisted Living Group and Independent Dwelling Group shall be responsible for Limited Common Areas appurtenant to the units within that group. Each Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder and in the Group of which his Unit is a part in proportion to the percentage of undivided ownership interest in that Group, all as shown on Schedule C attached hereto. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Acton Assisted Living, LLC
c/o Vazza Associates
400 Crown Colony Drive
6th Floor
Quincy, MA 02169

The Condominium Trustees have enacted the By-laws pursuant to and in accordance with the provisions of the Act. The Condominium Trust may not be terminated without the prior approval of the DEP, Division of Water Pollution Control, as provided in Article VII, Section 7.3 of said Trust.

15. Easement for Encroachment

If any portion of the Common Area and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the buildings; (b) alteration or repair to the Common Areas and Facilities or EUA's made by or with the consent of the Condominium Trustees; (c) as a result of repair or restoration of the building or any 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 the building involved stands.

16. Units Subject to Master Deed, Unit Deed and Condominium Trust

All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-laws, as they may be amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the deed of the Unit and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

17. Amendments

Except as otherwise provided in paragraph 19 hereof with respect to amendments adding new phase(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 seventy-five percent (75%) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by owners at the time holding at least seventy-five percent (75%) of said total voting power of the Owners, and duly recorded with the Middlesex South District Registry of Deeds, provided that:

- (a) The date on which any such instrument is first signed by Owners shall be indicated thereon as the date thereof and no instrument of amendment shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date.
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

- (c) Except as provided in paragraph 19 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.
- (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 shall be of any force or effect.
- (e) No instrument of amendment which purports to affect the Declarant's reserved easements and rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 19 or elsewhere in this Master Deed or the Declarant's reserved easement and rights to construct, erect or install common use facilities shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds.
- (f) No instrument of amendment which would adversely affect the Declarant's easements, and rights set forth in this Master Deed, including but not limited to the Declarant's easements, rights and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 19 hereof to include additional phase(s), shall be of any force of effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon a completion of construction and sale by the Declarant to third party purchasers of all of the Declarant's interest in the Condominium and the Land (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in this Declaration).
- (g) No instrument of amendment which purposes to amend or otherwise affect paragraphs (c) through (f) of this paragraph 17 or paragraph 19 shall be of any force and effect unless signed by the Declarant, as long as the Declarant owns any interest in the Condominium or the Land.
- (h) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 17 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such 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.
- (i) No amendment of the Master Deed or the Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed and Trust relating to

the Sewer System or any provision therein which require the prior written approval of the Division of Water Pollution Control of the DEP or its successors.

- (j) Notwithstanding any other provision of this Article 17, an Owner, subject always to the provisions of Article 11(b), may add to, modify, remove or replace the Owner's Unit and to that end may unilaterally amend this Master Deed and the Site Plan referred to herein to the extent required to reflect said addition, modification, removal or replacement, and such amendment shall be at the Owner's sole cost and expense and shall always be done upon the occasion of any such work if and to the extent required by law.

18. Termination and Removal from Condominium Law

- (a) Until such time as the Declarant has no remaining beneficial interest hereunder, Owners holding one hundred percent (100%) of the total voting power of the Owners and the Commonwealth of Massachusetts Department of Environmental Protection or successor agency responsible for granting wastewater treatment facility permits as provided in subparagraph (b) hereof shall be required to approve the removal of the Condominium described herein from the provisions of the Act and thereafter the provisions of Section 19 of the Act shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest thereunder, the Declarant approves of such removal, the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units and the Commonwealth of Massachusetts DEP or successor agency responsible for granting wastewater treatment facility permits as provided in subparagraph (b) hereof, shall also be required for such removal, all as provided for in Section 19 of the Act.
- (b) Upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of the Act, as Section 19 may be modified by subparagraph (a) herein, the Condominium Trust shall terminate, provided that on or before the date for termination:
 - (i) the DEP Division of Water Pollution Control, has been notified of the termination and has assented to it by written approval;
 - (ii) written consents to the termination are obtained from the holders of liens upon the Common Land and any of the Units;
 - (iii) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies; and

- (iv) in the event that the Sewer System is still servicing the Units of the Condominium, a substitute form of the owner's association in a form satisfactory to the DEP is established and existing to assume the maintenance and management of the Common Land upon which the Sewer System is located and all improvements thereto.

If the above prerequisites for termination of the Trust are satisfied, on the date set for such termination, the Trustees shall by deed(s) duly executed by a majority of their number convey the Sewer System to the said substituted form of owner's association, the terms of which must be approved in writing by the Planning Board and the DEP Division of Water Pollution Control, prior to the termination of the Trust. Terminations pursuant to this Article shall become effective upon the recording with the registry of deeds of the aforementioned instrument signed by the requisite number of Owners authorizing termination, the consents of the lien holders, the DEP Division of Water Pollution Control, and appropriate Trustee deed(s).

19. Declarant's Reserved Rights to Construct and Add Future Phases and to Amend.

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings, and Units. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to add additional land to the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Such additional land may include, any other land, not now shown on the Plan or now owned by the Declarant. The Declarant shall have the right to assign this right and easement to add additional land to the Condominium and the assignee shall have all of the rights reserved to the Declarant hereunder to add such land and to amend the Master Deed as herein provided.
- (b) The Declarant shall also have the right and easement to construct, erect and install on the Condominium Land (including such additional land as the Declarant may add to the Condominium, if any) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
 - (i) Additional building(s), and Units;
 - (ii) Additional roads, driveways, parking spaces and areas, walks and paths;
 - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;

- (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 12(c) hereof.

Ownership of each building, together with the Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in AAL, Pulte or Orbit, as set forth in subparagraph 1C hereof, who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with appurtenant EUA's, shall be unlimited.

The following sub-paragraphs (a) through (f) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 19:

- (a) Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire twenty-one (21) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
 - (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 19 reach the maximum limit allowed by law; or
 - (ii) Pulte, Orbit and AAL shall record with the Middlesex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing their reserved rights to amend this Master Deed to add additional land and/or new Units to the Condominium.

- (b) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Condominium Land pursuant to the rights reserved to the Declarant under this paragraph 19.
- (c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings and Units together with their respective EUA's and Limited Common Area, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Units and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire
- (d) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases, however the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.
- (e) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 5, 6 and 7 hereof.
- (f) Right to Designate EUA's as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Limited Common Area or EUA's shall specify the Limited Common Area or EUA's appurtenant to the Units in such phase(s) if such Limited Common Area or EUA's are different from those described in paragraph 10 hereof.

The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Middlesex South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (a) An amended Exhibit A describing the land being added to the Condominium, if applicable.
- (b) An amended Exhibit B describing the building(s) and Units being added to the Condominium.
- (c) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said paragraphs 5, 6 and 7 the definition of the Common Areas and Facilities contained in paragraph 8 hereof shall be modified, as necessary, with respect to such Unit(s).
- (d) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in paragraphs 5, 6 and 7 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- (e) If the EUA's designated as appurtenant to the Unit(s), being added to the Condominium, vary from those described in paragraph 10 hereof, a description of such variations so as to identify the new or modified EUA's appurtenant to the new Unit(s). Such description of the new or modified EUA appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Owner of the Unit to which they are appurtenant.
- (f) A revised site plan of the Condominium showing the new land, if applicable, the new Building(s), and floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Section 19 shall require the consent, (except as in this paragraph 19

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 Unit) any Trustee of the Condominium Trust, any Mortgagee or any other party whatsoever, and the only signature which shall be required on any such amendment is that of AAL or Pulte or Orbit, as set forth in subparagraph 1C. All Owners, persons claiming by, through or under Owners, including mortgagees and trustees of the Condominium Trust shall be deemed to have consented to any such amendment. Any such amendment, when so executed by AAL or Pulte or Orbit and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such 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 additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in 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, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the condominium.

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 Declarant's reserved easements and rights under this paragraph 19 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 new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 19.

In the event that notwithstanding the provisions of this paragraph 19 to the contrary, it shall ever be determined that the signature of any Owner, other than Pulte, Orbit or AAL, is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the

condominium, then Pulte, Orbit or AAL 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 Declarant 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 other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or the Condominium Trust, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

Notwithstanding anything to the contrary in this Master Deed or the Condominium Trust, the Declarant hereby reserves the right to amend this Master Deed in order to (a) comply with the requirements of the DEP, or (b) comply with the requirements of the Town of Acton or any agency or department thereof, or (c) comply with the requirements of any governmental agency or body, or (d) comply with the requirements of any insurance underwriter or insurance regulatory body, or (e) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, or (f) correct typographical, mathematical, scrivener's or other errors.

All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.

In the event that an amendment is of additional land containing common areas and facilities, the additional Common Fees and Expenses shall be borne by the Condominium provided that in no event shall the additional Common Fees and Expenses cause an increase to the Common Fees and Expenses paid by existing/original unit owners. Therefore, if the additional Common Fees and Expenses are not equal to or less than the contributions that will be made by new unit owners, if any, the excess

Common Fees and Expenses shall be the responsibility of the new or expanded unit owners group or holder of development rights. To the extent that an amendment is of additional land containing limited common areas and EUAs, additional Common Fees and Expenses shall be borne only by the unit owners group or holder of development rights, as the case may be, of such limited common areas and EUAs. The Declarant intends that additional phases expanding the original number of units or adding additional land shall be designated as a unit owners group in a manner comparable to the Village Homes Group and Independent Dwellings Group created herein. In addition, if changes are made to the initial common areas and facilities of the Condominium unilaterally by a single holder of development rights hereunder, any additional Common Fees and Expenses arising therefrom shall be borne only by the Unit Owners Group associated with the holder of development rights making the change.

20. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for himself and his successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he shall determine to be appropriate or desirable, one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment system, parking lots, community buildings, parks, playgrounds or facilities or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. The Declarant may tie into or expand any existing common use facilities in connection with the exercise of its rights under Section 19 and Section 12 (c) herein. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 20, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

21. Definition of "Declarant".

- (a) For purposes of this Master Deed the Condominium Trust and the By-laws, "Declarant" shall have the same meaning as set forth in Section 1A hereof.
- (b) All amendments of this Master Deed executed pursuant to the rights, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in paragraph 19 hereof shall be fully valid if executed by the Declarant or assignee of Declarant's Phasing Rights under recorded instrument, as set forth in Section 1C hereof and the signature of any party other than the party holding the Development Rights

being exercised by any such Phasing Amendment shall not be required on any such Phasing Amendment of this Master Deed.

22. Provisions for the Protection of Mortgagees.

Except as to allow the phasing of the condominium as provided for in paragraph 19 and notwithstanding anything in this Master Deed or in the Condominium Trust and By-Law to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgages") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) 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 shall not impair the rights of a First Mortgagee to:
 - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in sub-paragraphs (i) and (ii) above.
- (b) 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 Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) 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, except as many otherwise be set forth in the Act.
- (d) Except as provided by the Act (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

- (i) By any act or omission, seek to abandon or terminate the Condominium; or
 - (ii) Except as to allow the phasing of the condominium as provided for in paragraph 19 and change the pro-rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or, determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) Partition or subdivide any Unit; or
 - (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 19 hereof; or
 - (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.1 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of the Act.
- (e) Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of easements or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 19.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and

Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (k) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents of termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, provided that nothing herein shall be deemed to prevent phasing of the Condominium as set forth in paragraph 19 hereof:
 - (i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
 - (ii) The consent of the owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of

the Condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:

Voting;

Assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any Unit;

The interests in the Common Areas and Facilities; convertibility of Units into Common Areas or of Common Areas into Units;

Leasing of Unit estates;

Imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his or her Unit;

Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Middlesex South District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions or precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph 22 shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 22 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 Middlesex South District Registry of Deeds in accordance with the requirements of paragraph 17 hereof.

In the event of any conflict between the provisions of paragraph 19 and the provisions of this paragraph 22, the provisions of paragraph 19 shall prevail.

23. Sale or Lease of Units.

- (a) Appurtenant Interests. No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Units to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.
- (b) Sale and Lease Subject to Condominium Documents. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws.

24. Severability.

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

25. 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.

26. 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.

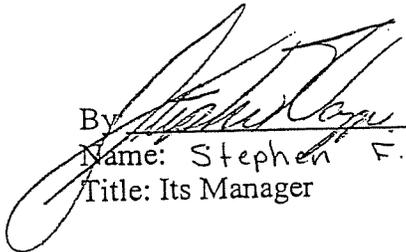
27. Governing Law.

This Master Deed, the Condominium Trust and By-Laws and the condominium created and regulated thereby, shall be governed in all respects by the Act as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for the Act shall apply to this Master Deed, the Condominium Trust and By-laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or
- (b) To the extent permitted by applicable law, the Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Owners required for it has been obtained, shall be recorded with the Middlesex South District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 24(b) to the contrary, the owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex South District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market this Condominium, including all its possible future phase(s).

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as an instrument under seal this 23rd day of January, 2002.

Acton Assisted Living, LLC
By: Eastern Road, LLC, Its Manager

By: 
Name: Stephen F. Vazza
Title: Its Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX

On this 23rd day of January, 2002, before me personally appeared the above-named Stephen F. Vazza, Manager of Eastern Road, LLC in its capacity as Manager of Acton Assisted Living, LLC as aforesaid, and acknowledged the foregoing to be his free act and deed and that of said and limited liability company


Notary Public
My Commission Expires: 12-2-2005

EXHIBIT A
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
“LAND”

Those three certain parcels of land situated in that part of Acton called North Acton, County of Middlesex and State of Massachusetts being more particularly described as follows:

Parcel 1: That certain parcel of land situated on the westerly side of Main Street and being shown as Lot 1A on a plan of land entitled “Plan of Land in Acton, Massachusetts”, Owned By: The Wickes Corp., dated Jan. 3, 1977, Scale 1”=60’, Drawn by R.D. Nelson, Civil Engineers, and being recorded with the Middlesex South District Registry of Deeds as Plan Number 254 and 1977 in Book 13163, Page END.

Parcel 2: That certain parcel of land situated northwesterly of Eastern Road and being situated southerly of Parcel 1 herein described and westerly of Parcel 3 herein described and being shown as Parcel B on a plan of land entitled “Plan of Land in Acton, Mass.”, Owners: Paul & Isabell Lumsden and Deck House Inc., dated March 14, 1979, Scale 1”=40’, Drawn by R.D. Nelson, Civil Engineers and being recorded with the Middlesex South District Registry of Deeds as Plan Number 410 of 1979 at Book 13690, Page 92.

Parcel 3: That certain parcel of land situated on Eastern Road and being shown as Lot 3A on a plan of land entitled “Plan of Land in Acton, Mass.”, Owners: Paul & Isabell Lumsden and Deck House Inc., dated March 14, 1979, Scale 1”=40’, Drawn by R.D. Nelson, Civil Engineers and being recorded with the Middlesex South District Registry of Deeds as Plan Number 410 of 1979 at Book 13690, Page 92.

Being the same premises described in two deeds to Declarant recorded with the Middlesex South District Registry of Deeds at Book 30341, Page 2 and Book 30341, Page 10.

The foregoing premises are also shown on a plan recorded herewith and entitled “Master Plan, Robbins Brook Condominium in Acton, MA” prepared for Pulte Home Corp. of N.E., dated 10/26/01, Scale 1”=40’, drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants.

The premises are subject to and have the benefit of the following matters:

- a. Order of taking by the Middlesex County Commissioners, dated 1/29/16 for the relocation of Lowell Road (now Main Street) recorded with said Deeds in Book 4029, Page 291 and shown on plan filed as Plan Number 578.

- b. Easement Lease to New England Telephone and Telegraph Company and Boston Edison Company dated 11/1/1944 and recorded at Book 6833, Page 550 and as shown on plan filed therewith.
- c. Order of taking by the Middlesex County Commissioners, dated 7/24/69 for the relocation of Lowell Road (now Main Street) recorded with said Deeds in Book 11715, Page 143 and shown on plan filed therewith.
- d. Variance, Notice of which is dated 8/24/1974 and recorded at Book 12697, Page 54.
- e. Rights of way, easements, notes, approvals, restrictions and other matters shown on plans depicting the foregoing premises and recorded at Book 12204, Page 655; Book 13163, Page END; Book 13690, Page 92, and Plan Number 1174 of 2000.
- f. Title to and rights of others in and to so much of the premises as lies within the bounds of Eastern Road and Main Street.
- g. Special Use Permit by Acton Board of Selectmen dated 3/16/1999 and recorded at Book 30341, Page 12 as affected by Amended of Decision by the Acton Board of Selectmen dated 9/26/00 and recorded at Book 32632, Page 516.
- h. Order of Conditions recorded at Book 30341, Page 18.
- i. Order of Conditions recorded at Book 31942, Page 412.
- j. Declaration of Covenants, Conditions and Restrictions by Acton Assisted Living, LLC et al recorded at Book 31942, Page 418.

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on a plan recorded herewith and entitled "As-Built Site Plan, Bldg 1- Phase 1 – Units 1-4, Robbins Brook Condominium in Acton, MA", prepared for Pulte Home Corp. of N.E. by Marchionda & Associates, L.P., dated 10/12/01, Scale 1"=40', and each unit contains a garage and two floors of living area.

EXHIBIT C

TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM

“DESCRIPTION OF UNITS”

Phase I

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	25 %	25 %
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	25 %	25 %
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	25 %	25 %
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L G, 2B, PR	25 %	25 %
TOTALS				100 %	100%

NOTES:

1. L = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, 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.

Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate proportion that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all units then in the condominium.

Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

EXHIBIT D

(Description of Orbit Land)

The areas designated as "Orbit Land" as shown on Plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA" prepared for Pulte Home Corp. of N.E., dated 10/26/01, revised through 12/19/01, Scale 1"=40', drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, which plan is recorded herewith in the Middlesex South District Registry of Deeds (the "Registry"), the property depicted on the plan being located off of Main Street, Acton, Middlesex County, Massachusetts, together with the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the Plan for access to and egress from the Orbit Land mentioned above.

EXHIBIT E

(Description of Pulte Land)

The areas designated as "Pulte Land" as shown on Plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA" prepared for Pulte Home Corp. of N.E., dated 10/26/01, revised through 12/19/01, Scale 1"=40', drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, which plan is recorded herewith in the Middlesex South District Registry of Deeds (the "Registry"), the property depicted on the plan being located off of Main Street, Acton, Middlesex County, Massachusetts, together with the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the Plan for access to and egress from the Pulte Land mentioned above.

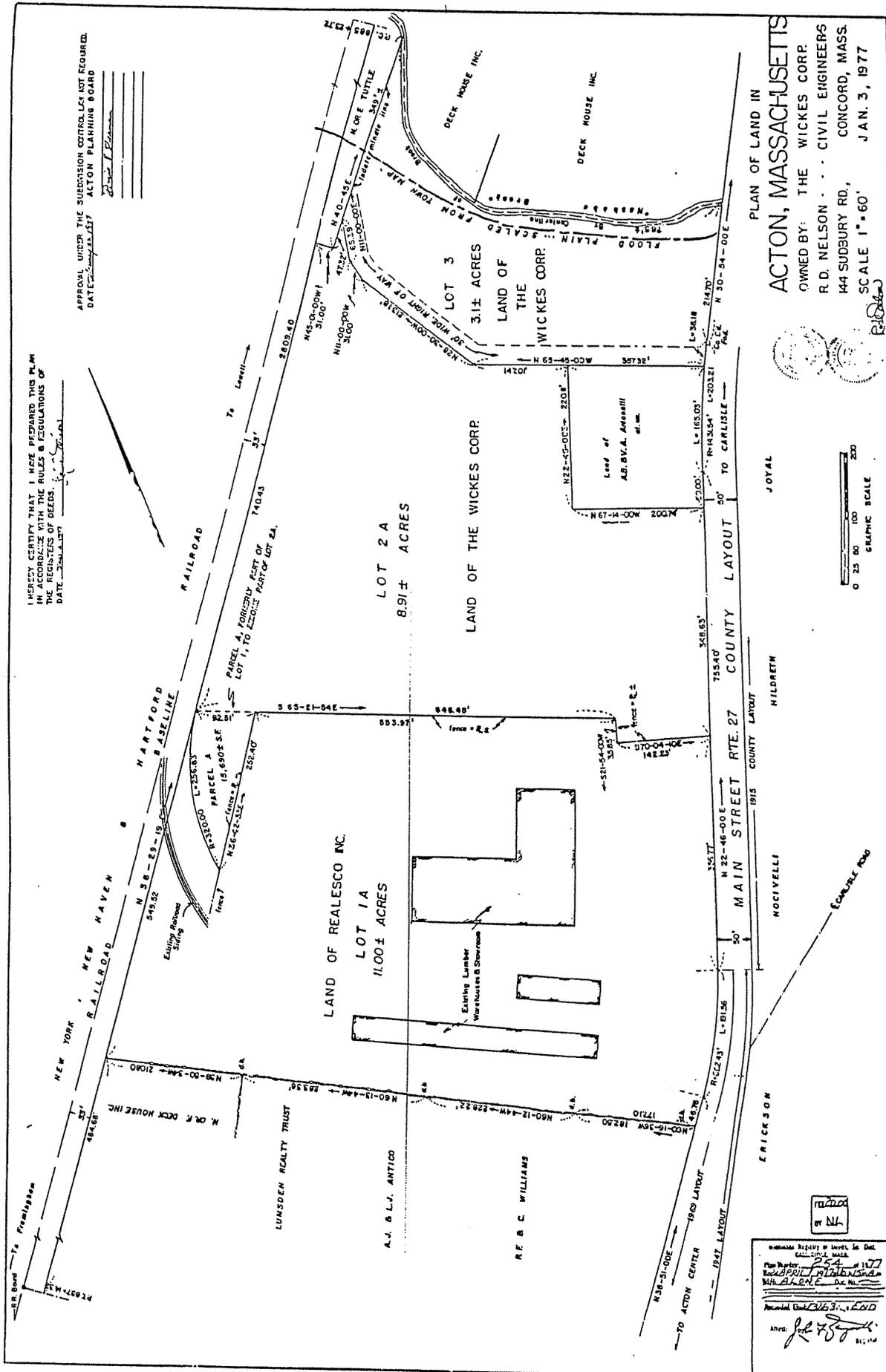
EXHIBIT F

(Description of AAL Land)

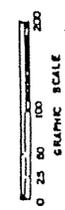
The areas designated as "A.A.L. Land" as shown on Plan entitled "Master Plan, Robbins Brook Condominium, Acton, MA" prepared for Pulte Home Corp. of N.E., dated 10/26/01, revised through 12/19/01, Scale 1"=40', drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, which plan is recorded herewith in the Middlesex South District Registry of Deeds (the "Registry"), the property depicted on the plan being located off of Main Street, Acton, Middlesex County, Massachusetts, together with the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the Plan for access to and egress from the A.A.L. Land mentioned above.

I HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAN IN ACCORDANCE WITH THE RULES & REGULATIONS OF THE REGISTER OF DEEDS.
 DATE: 2/28/1977
 [Signature]

APPROVAL UNDER THE SUBDIVISION CONTROL ACT NOT REQUIRED.
 DATE: 2/28/1977
 ACTON PLANNING BOARD
 [Signature]



PLAN OF LAND IN
 ACTON, MASSACHUSETTS
 OWNED BY: THE WICKES CORP.
 R.D. NELSON · · · CIVIL ENGINEERS
 144 SUDBURY RD., CONCORD, MASS.
 SCALE 1"=60'
 JAN. 3, 1977



JOYAL
 HILDRETH
 MOCIVELLI
 ERICKSON

RECORD COPY IN BOOK 146 PAGE 123-124
 Plan No. 254
 2/28/1977
 R.D. NELSON
 CIVIL ENGINEER
 No. 10246
 State of Massachusetts
 [Signature]

File # 2507

BK 30341PG010

JD 5 ✓

QUITCLAIM DEED

Route 27 Realty Corporation, a Massachusetts corporation whose address is c/o Vazza Associates, 150 Wood Road, Braintree, Massachusetts 02184 for consideration paid, and in full consideration of One Hundred and 00/00 (\$100.00) Dollars, GRANTS TO, Acton Assisted Living LLC, a Massachusetts limited liability company whose address is c/o Vazza Associates, 150 Wood Road, Braintree, Massachusetts 02184, the following described real property situated in the County of Middlesex, Commonwealth of Massachusetts,

with quitclaim covenants,

See legal description attached hereto as Exhibit "A" and made a part hereof by express reference thereto.

Together with all buildings and other improvements located thereon, and together with all rights and appurtenances in any manner appertaining or belonging to said property.

Address of property: 872 N. Main Street, Acton, MA
Address of grantee: c/o Vazza Associates, 150 Wood Road, Braintree, MA

In Witness Whereof the said Grantor has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer this 24th day of June, 1999.

Route 27 Realty Corporation

By: *Stephen F. Vazza*
Stephen F. Vazza, President

By: *Richard W. Vazza* Treasurer
Richard W. Vazza, Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

ON THIS 24th day of June, 1999, before me appeared Stephen F. Vazza and Richard W. Vazza, to me personally known, who being by me duly sworn, acknowledged said instrument to be their free act and deed as such President and Treasurer and the free act and deed of said corporation.

Paul L. Feldman
Paul L. Feldman, Notary Public
My commission expires: 10/23/03 *PAUL FELDMAN*

09:02:26:25:11:06:55 515 25.00

BK 3034 | PG 11

EXHIBIT "A"

Legal Description

Premises situated in that part of Acton Called North Acton, County of Middlesex and State of Massachusetts, to wit:

Beginning at the most Southerly corner of the premises herein described at iron pipe, land of John E. Murphy and Main Street, thence running North 60 degrees 8' 50" West 919.15 feet by land of said Murphy, partly by stone wall, to the land of the New York, New Haven and Hartford Railroad; thence turning and running N 38 degrees 31' 30" East by land of said railroad 549.52 feet to a point; thence turning and running South 65 degrees 23' 20" East 642.42 feet to a point; thence turning and running South 21 degrees 54' West 35.85 feet to a point; thence turning and running South 70 degrees 4' 10" East 142.23 feet to said Main Street, thence turning and running South 22 degrees 46' West 356.77 feet; thence on a radius of 963.17 feet, len. 153.68 feet; thence South 31 degrees 54' 30" West 83.75 feet to the point of beginning, the last three courses being along Main Street, containing 11.24 acres, more or less.

Excepting therefrom Parcel A and Lot 2A as shown on the plan recorded with the Middlesex South District Registry of Deeds in Book 13163, Page End.

Meaning and intending to convey those premises described in deed to Wickes Lumber Company recorded in Book 19158, Page 50.

Vazza Deed

14228

QUITCLAIM DEED

MSD 05/30/97 10:36:28 367 25.00 ***** MASS. EXCISE TAX: 2109.00 ***

900 MAIN STREET, ACTON, MA

Know Ye that Vehanush H. Davagian, of Belmont, Massachusetts, for and in consideration of Four Hundred Sixty Two Thousand, Five Hundred (\$462,500.00) Dollars

grants to MIG Group, LLC, a Massachusetts Limited Liability Company ^{with a mailing address} of 21 Alpine Lane, Chelmsford, Massachusetts 01824, with QUITCLAIM COVENANTS

the land in Acton, Massachusetts, known and numbered as 900 Main Street and more particularly described as follows:

That certain parcel of land in Acton, Middlesex County, Massachusetts, being shown as Lot 2A-1 on a plan entitled "Plan of Land in Acton, Mass." dated September 19, 1985 by Acton Survey & Engineering, Inc., recorded as plan number 1338 of 1985 in Book 16476 at Page 415.

Said premises are conveyed together with the benefit of an Easement for access to and use of a railroad siding. Said Easement being over and across a portion of Lot 1A of that certain plan recorded on April 1, 1977, in Middlesex, Southern District, Registry of Deeds as Plan 254 of 1977, in Book 13163 ^{END} and more particularly described as follows:

Beginning at a point on said railroad siding 843.362 feet S 38-29-19W of Pt. 857 plus 143 on the New York, New Haven and Hartford Railroad sideline, thence turning along the siding and running 153.54 feet to a point, thence turning N 36-42-33E running 75.05 feet to a point, thence turning and running along a curve with a radius of 320 feet for a distance of 256.83 feet to a point, thence turning S 38-29-19W and running 190.84 feet to the point of beginning.

Being a portion of the premises conveyed to the Grantor by deeds of Realesco, Inc., recorded in Book 13277 at Pages 225 and 227.

Witness my hand and seal this 28th day of May, 1997.

Vehanush H. Davagian
Vehanush H. Davagian

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

May 28 1997

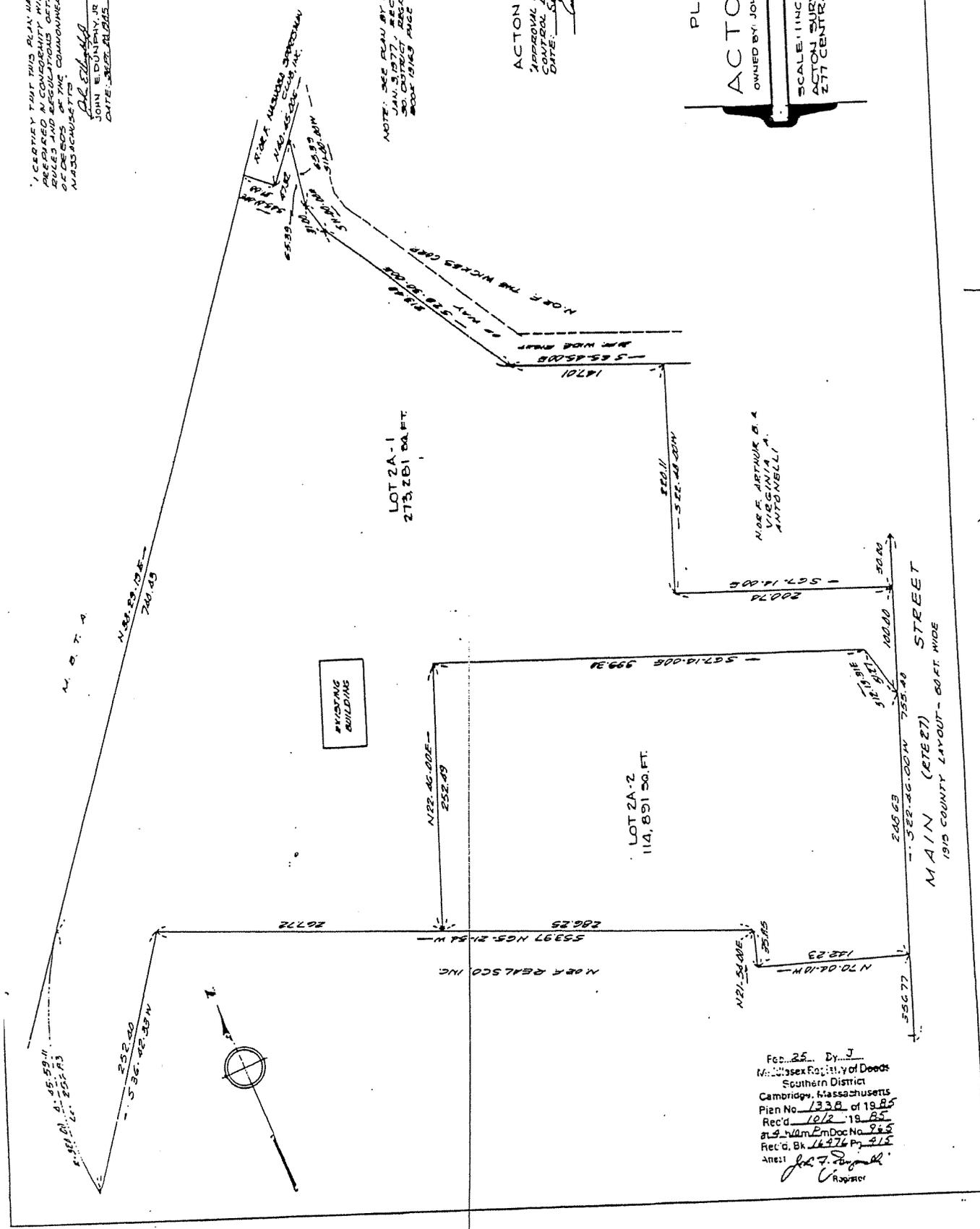
Then personally appeared the above-named Vehanush H. Davagian, and acknowledged the foregoing instrument to be her free act and deed, before me.

Barbara Pollard
Notary Public
My commission expires:
June 19, 2003

TAX 2109.00
CASH 2109.00
6057A015 10:28
EXCISE TAX
DEEDS REC 15
MIDDLESEX SOUTH
05/30/97
RECEIVED

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE COMMONWEALTH OF MASSACHUSETTS.

JOHN EDWIN JONES, JR. PLS 22158
DATE: 3/27/1935



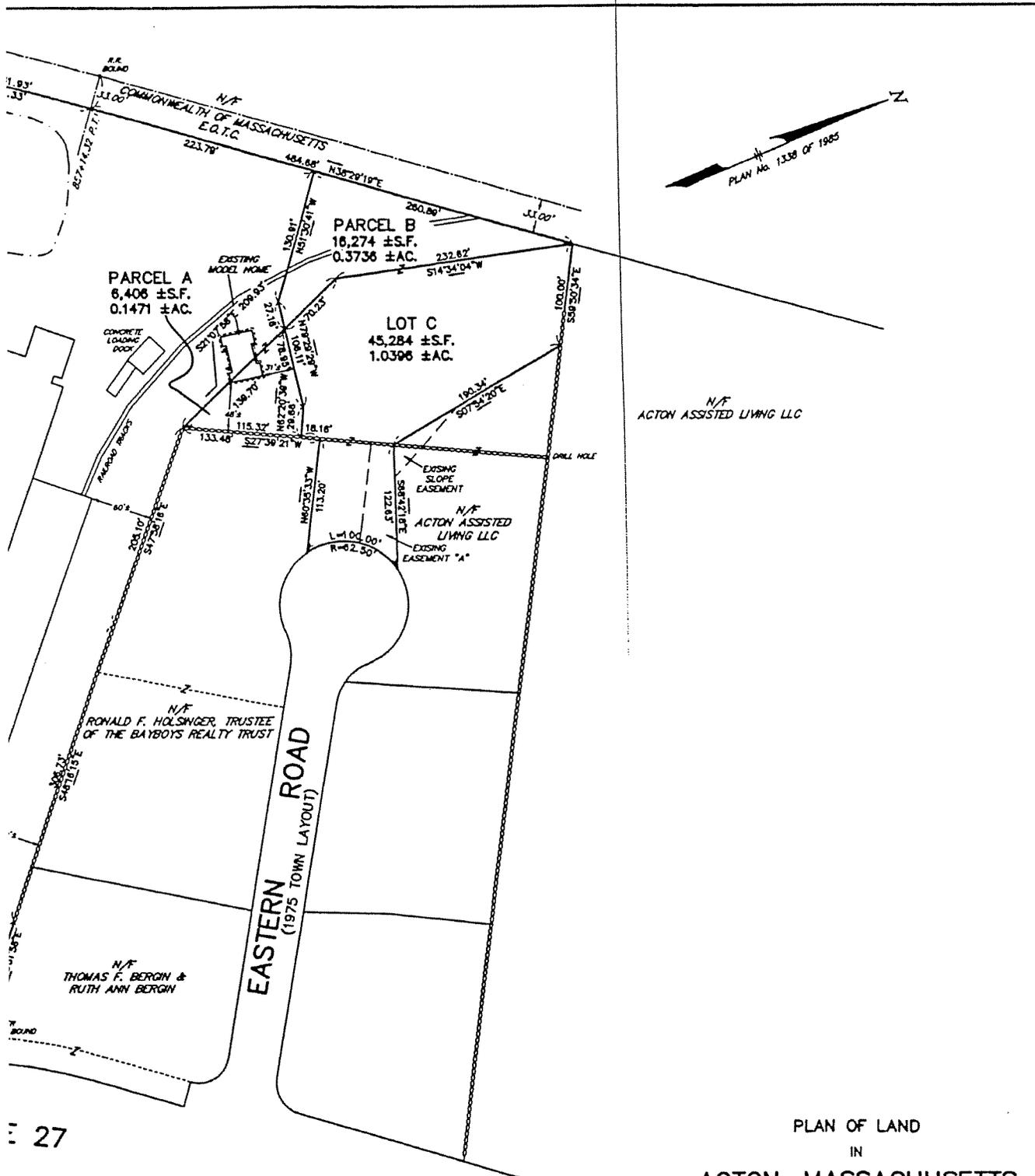
ACTION PLANNING B
APPROVAL UNDER THE SURVING CONTROL LAW NOT REQUIRED
DATE: 3/27/1935

PLAN OF LAND
IN
ACTON
OWNED BY: JOHN S. & VERNAHUSH
SCALE: 1 INCH = 40 FEET
ACTON SURVEY ENGINEER
277 CENTRAL ST. - ACTON



Feb. 25, 1935 Dy. J.
Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 1338 of 1935
Rec'd 10/2 1935
at 9.41 AM P.M. Doc No. 925
Rec'd, Bk. 14976 Pg. 216
J. J. Jones
Register

1338 of 1935



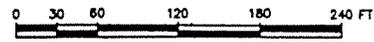
ENCLOSURE 23

27

PLAN OF LAND
 IN
ACTON, MASSACHUSETTS
 (MIDDLESEX COUNTY)

FOR: DECK HOUSE, INC.
 SCALE: 1"=60' JUNE 19, 2001

STAMSKI AND McNARY, INC.
 80 HARRIS STREET ACTON, MASSACHUSETTS
 ENGINEERING - PLANNING - SURVEYING



DEVELOPMENT IMPACT REPORT

The Development Impact Report (DIR) is intended to serve as a guide to the applicant in formulating the development proposal, as well as a guide to the Planning Board in its evaluation of the proposed development in the context of existing conditions and planning efforts by the Town. The DIR should be prepared as early in the development process as possible, even if certain aspects are unknown at that time. It is recommended that the various aspects of the DIR, together with a conceptual development plan, are discussed with the Planning Department staff as soon as possible, prior to the filing of an application for approval of a preliminary plan.

The DIR seeks to raise the broad range of issues generally associated with development plans in a form and in a language that is understandable to a layperson. It assesses development impacts which could possibly be avoided or mitigated if recognized early in the development process. Other portions of the DIR request information which will help the Town plan ahead and ensure adequate services in the future. It is the hope of the Planning Board that the use of the DIR, along with early consultations with the Planning Department staff and the applicant's continuing cooperation throughout the development process, will foster a development of excellent quality and design sensitive to Acton's natural and historic heritage and other community concerns.

The DIR shall be filed with an application for approval of a preliminary and a definitive subdivision plan. The DIR shall clearly and methodically assess the relationship of the proposed development to the natural, physical, and social environment. In preparing the DIR, professionals of the respective fields shall be consulted and a systematic, interdisciplinary approach shall be utilized which will ensure the integrated use of the natural and social sciences and the environmental design arts in planning, designing and engineering of the proposed project.

DEVELOPMENT IMPACT REPORT – FSRC and ALR SPECIAL PERMITS

Please type or print information in blanks below.

1. Name of Proposed Subdivision: Robbins Brook Senior Living Community
2. Location: 8 Eastern Road, 900 and 910 Main Street, Devon Drive, Hartland Way, and Tinsdale Drive (Map C-5 Parcels 6, 6-1, 8, 20, and 39-2).
3. Name of Applicant(s): Acton Assisted Living, LLC.
4. Brief Description of the Proposed Project: This property will provide various levels of retirement housing along with a small retail center for the community.
5. Name of Individual Preparing this DIR: Joseph March
 Address: Stamski and McNary, Inc. Business Phone: (978) 263-8585
80 Harris Street; Acton, MA 01720
6. Professional Credentials: Registered Professional Engineer,
Professional Land Surveyor

A. Site Description

7. Present permitted and actual land uses by percentage of the site.

<i>Uses</i>	<i>Percentage</i>
Industrial	100
Commercial	
Residential	
Forest	
Agricultural	
Other (specify)	

8. Total acreage on the site: 23.053 acres.

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)		
Forested	7.134	1.869
Agricultural (includes orchards, cropland, pasture)		
Wetland	1.988	1.988
Water Surface Area	0.21	0.21
Flood Plain	2.225	2.225
Unvegetated (rock, earth, or fill)	3.583	
Roads, buildings and other impervious surfaces	3.598	8.785
Other (indicate type) Lawn/Brush	6.513	11.286

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district.
Note: be sure to include overlay zoning districts.

<i>District</i>	<i>Percentage</i>
Small Manufacturing	100

10. Predominant soil type(s) on the site: Merrimack Urban-Land Complex
 Soil drainage (Use the US Soil Conservation Service's definition)

<i>Soil Type</i>	<i>% of the Site</i>
Well drained	100
Moderately well drained	
Poorly drained	

11. Are there bedrock outcroppings on the site? yes X no
12. Approximate percentage of proposed site with slopes between:

<i>Slope</i>	<i>% of the Site</i>
0 - 10%	97
10 - 15%	1
greater than 15%	2

13. In which of the Groundwater Protection Districts in the site located? How close is the site to a public well?
 Zone(s) 2/3 Proximity to a public well: 1,900 +/- feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered?
 (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director).
 yes X no

If yes, specify: _____

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges?
 yes X no

If yes, specify: _____

16. Are there any established foot paths running through the site or railroad right of ways?
 yes X no

If yes, specify: _____

17. Is the site presently used by the community or neighborhood as an open space or recreation area?
 yes no

Is the site adjacent to conservation land or a recreation area? yes no

If yes, specify: _____

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view? yes no

If yes, specify: _____

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site?
 yes no

If yes, specify: Nashoba Brook is located along the northeast property line and across Main Street. Also, wetlands are located off the western property line and onsite along the eastern portion of the property.

20. Is there any farmland or forest land on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? yes no

If yes, specify: _____

21. Has the site ever been used for the disposal of hazardous waste? Has a 21E Study been conducted for the site? yes no

If yes, specify results: There are no reportable levels of hazardous materials.

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste? yes no

If yes, specify: _____

23. Does the project contain any buildings or sites of historic or archaeological significance?
(Consult with the Acton Historic Commission or the Action Historical Society.)
 yes no

If yes, please describe _____

24. Is the project contiguous to or does it contain a building in a local historic district or national register district?
 yes no

25. Is the project contiguous to any section of the Isaac Davis Trail?
 yes no

If yes, please describe _____

B. Circulation System

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed subdivision?

Average weekday traffic	511
Average peak hour volumes morning	25
Average peak hour volumes evening	43

*Approx. values extrapolated from Traffic Impact Study prepared by Transportation Planning Services.

27. Existing street(s) providing access to proposed subdivision:

Name Main Street ; Eastern Road Town Classification Arterial Street ; Local

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development:

Name of ways Main Street / Carlisle Road ; Main Street / Eastern Road.

37. Location of existing sidewalks within 1000 feet of the proposed site? Along the far side of Eastern Road, and on Main Street in front of Deck House, Rex Lumber and a bridge over Nashoba Brook.

30. Location of proposed sidewalks and their connection to existing sidewalks:

Sidewalks will be provided along the property frontage at the intersection of Main Street / Carlisle Road and from the existing site driveway at the same intersection along the frontage of 898 Main Street and connecting with the proposed second entrance at Main Street. The portion of the sidewalk in front of 898 Main Street is in lieu of a sidewalk at the property frontage at the Nashoba Brook bridge.

31. Are there parcels of undeveloped land adjacent to the proposed site? yes no

Will access to these undeveloped parcels be provided within the proposed site?

yes no

If yes, please describe _____

If no, please explain why Abutting properties have access to existing roadways

C. Utilities and Municipal Services

32. If dwelling units are to be constructed, what is the total number of bedrooms proposed? 80 bedrooms in the Assisted Living Building; 152 bedrooms for the Town Home; 48 bedrooms within the Independent Living Building; Total bedroom count is 280.

33. If the proposed use of the site is nonresidential, what will the site be specifically used for and how many feet of Gross floor area will be constructed? N/A

34. Storm Drainage

a. Describe nature, location and surface water body receiving current surface water of the site: There is little runoff exiting the site. Runoff enters Nashoba Brook via groundflow along the northeast property line.

b. Describe the proposed storm drainage system and how it will be altered by the proposed development: The runoff from the proposed site will be self contained on site using a closed drainage system and 6 pairs of clay lined basins and infiltration basins located throughout the site and a clay-lined

basin/galley chamber system. Clay-lined basin #5 and the galley chambers have been approved under a previous amendment.

c. Will a NPDES Permit be required? ___yes X no

35. In the event of fire, estimate the response time of the fire department (consult with Fire Dept.)
5 minutes

36. Schools (if residential)

a. Projected number of new school age children: 0

b. Distance to nearest school: 4.5 +/- miles

E. Measures to Mitigate Impacts

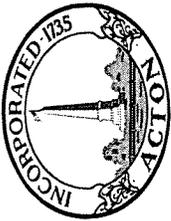
Attach brief descriptions of the measures that will be taken to:

- 37. Prevent surface water contamination.
- 38. Prevent groundwater contamination.
- 39. Maximize groundwater recharge.
- 40. Prevent erosion and sedimentation.
- 41. Maintain slope stability.
- 42. Design the project to conserve energy.
- 43. Preserve wildlife habitat.
- 44. Preserve wetlands.
- 45. Ensure compatibility with the surrounding land uses.
- 46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event..
- 47. Preserve historically significant structure sand features on the site.
- 48. To mitigate the impact of the traffic generated by the development.

Please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

Development Impact Report-Section E

37. Surface water contamination will be mitigated by the use of deep sump and hooded catch basins, clay-lined basins, infiltration basins, and roof drain drywells, which will remove gas, oil, and 80-85% of the total suspended solids. All runoff is to be treated according to Massachusetts Stormwater Management Standards. Also, a treatment plant is being utilized onsite for sewage flow from all buildings. The treatment plant has been designed according to applicable Massachusetts Treatment Plant Regulations.
 38. Groundwater contamination will be mitigated by the use of deep sump and hooded catch basins, clay-lined basins, infiltration basins, and roof drain drywells, which will remove gas, oil, and 80-85% of the total suspended solids. All runoff is to be treated according to Massachusetts Stormwater Management Standards. Also, a treatment plant is being utilized onsite for sewage flow from all buildings. The treatment plant has been designed according to applicable Massachusetts Treatment Plant Regulations.
 39. The majority of the runoff from the site will be infiltrated using infiltration basins designed for the 100-year 24-hour storm event.
 40. During construction, a haybale and/or siltation fence will be placed between the limit of construction and the edge of wetlands and will remain in place until a vegetative cover is established and a Certificate of Compliance is issued from the Acton Conservation Commission. Any silt, construction debris, etc. shall be removed from the wetlands immediately upon discovery. All sediments spilled, dropped, or washed into public rights-of-ways shall also be removed immediately. All catchbasins and manhole rims will be covered with siltation fabric and haybales. The sumps will be cleaned out immediately upon completion of construction activities. All cut and fill slopes will be stabilized immediately with six inches (6") of loam and seed during the growing season (April 1 to November 1) or with haymulch during the non-growing season (November 1 to April 1). Any fill material used shall be free of hazardous material and construction debris. Rip rap will be placed at the end of all drainage outlets. Please see *Erosion and Sedimentation Control Notes* located on the *Detail Sheet* (Sheet 14).
 41. All cut and fill slopes will be stabilized immediately with six inches (6") of loam and seed during the growing season (April 1 to November 1) or with haymulch during the non-growing season (November 1 to April 1). Haybales shall remain in place until vegetation has been established. Slopes steeper than 4:1 shall loamed, seeded, rolled, and stabilized, with "Contech Ero-Mat" Erosion Mat, installed according to Manufacturer's Instructions. Please see *Erosion and Sedimentation Control Notes* located on the *Detail Sheet* (Sheet 14).
 42. No extraordinary measures to be taken to conserve energy.
 43. Development is not located within a wildlife habitat area.
 44. There will be no point source discharges into the adjacent wetlands or Nashoba Brook.
 45. Earthen and landscape buffers will be employed.
 46. Infiltration basins have been sized to contain runoff for a 100 year storm event. Remaining runoff does not increase for the 2, 10, or 100 year storm event. See drainage calculations.
 47. No historical structures are present on site.
 48. There will be no adverse impact on traffic. Please see the previously submitted "Traffic Impact Study" prepared by Transportation Planning Services dated September 1998.
-



Town of Acton
 472 Main Street
 Acton, MA 01720
 Telephone (978) 264-9622
 Fax (978) 264-9630

Brian McMullen
 Assistant Assessor

Locus: 900 Main Street, 900 Main Street Beside, 908 Main Street, 8 Eastern Road, Robbins Brook/Assisted Living
Parcel ID: C5-6, C5-6-1, C5-8, C5-20, C5-39-2

Parcel Location	Parcel ID	Owner Name	Co-Owner Name	Mailing Address	City	ST	Zip
4 EASTERN RD	C5-40-4	EASTERN ROAD REALTY LLC		27 OLD EAST STREET	CARLISLE	MA	01741
3 EASTERN RD UNIT A	C5-40-3A	KILBURN ERIC C		3 EASTERN RD UNIT A	ACTON	MA	01720
3 EASTERN RD UNIT B	C5-40-3B	ACTON GARAGE STORAGE, INC.		PO BOX 985	ACTON	MA	01720
9 LEDGE ROCK WY	C5-38-1	REX LUMBER CO		840 MAIN STREET	ACTON	MA	01720
848 MAIN ST	C5-39	DECK HOUSE INC		930 MAIN STREET	ACTON	MA	01720
864 MAIN ST	C5-40	KELLEHER PAUL C		864 MAIN ST	ACTON	MA	01720
875 MAIN ST	C5-42	ERIKSON HENRY		151 SUMMER STREET	ACTON	MA	01720
877 MAIN ST	C5-43	ERIKSON HENRY		151 SUMMER STREET	ACTON	MA	01720
895 MAIN ST	C5-30	WEEKS CHARLES H	WEEKS SARA L	895 MAIN STREET	ACTON	MA	01720
897 MAIN ST	C5-22	NOCIVELLI JOHN J		897 MAIN STREET	ACTON	MA	01720
898 MAIN ST	C5-20-1	GOSSELS WERNER F TRUSTEE	BENNETT TRUST	BOX 122	WAYLAND	MA	01778
901 MAIN ST	C5-21	HILDRETH DONALD R		901 MAIN ST	ACTON	MA	01720
905 MAIN ST	C5-13	JOYAL MARY L		905 MAIN ST	ACTON	MA	01720
906 MAIN ST	C5-12	ANTONELLI ARTHUR B	VIRGINIA A	906 MAIN ST RFD	ACTON	MA	01720
915 MAIN ST	C5-9	TOWN OF ACTON		472 MAIN STREET	ACTON	MA	01720
920 MAIN ST	B5-39-1	GOSSELLS WERNER F	LAINE REALTY TRUST	17 BENNETT ROAD	WAYLAND	MA	01778
924 MAIN ST	B5-35	NASHOBA SPORTSMANS CLUB		P.O. BOX 2333	ACTON	MA	01720
930 MAIN ST	B6-14	DECK HOUSE INC		930 MAIN STREET	ACTON	MA	01720

11/14/2002

Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list.

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

Boxborough, MA 01729
 Carlisle, MA 01741
 Concord, MA 01742
 Littleton, MA 01460
 Maynard, MA 01754
 Stow, MA 01775
 Sudbury, MA 01776
 Westford, MA 01886

April Thomas

April Thomas
 Assessing Clerk