

**MASTER DEED  
OF THE  
99 PARKER STREET CONDOMINIUM**

Parker Street, LLC, a Massachusetts limited liability company, (hereinafter referred to as "Declarant"), being the sole owners of land with a building thereon known and numbered as 99 Parker Street, Acton, Middlesex County, Massachusetts, described in Exhibit A (the "Premises"), which is attached hereto and hereby incorporated by reference and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and does hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end it hereby declares and provides as follows:

**1. Name**

The name of the Condominium shall be:

99 Parker Street Condominium

**2. Description of the Land**

The land on which the building and improvements are located is situated at 99 Parker Street, Acton, Middlesex County, Massachusetts, and is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

**3. Description of Building**

There are five (5) buildings (hereinafter referred to as the Units) located on the land and described in paragraph 2 above and as follows:

A. Building 1, also known as Unit 1, is an existing single family farm house with three (3) stories of living space plus a full basement with fieldstone foundation, plywood sheathed with vinyl siding and composite shingled roof;

B. Building 2, also known as Unit 2, is a single family with two stories of living space, a full basement and garage with a poured concrete foundation, plywood sheathed with vinyl siding and composite shingled roof;

C. Building 3, also known as Unit 3, is a single family with two stories of living space, a full basement with a poured concrete foundation, plywood sheathed with vinyl siding and composite shingled roof;

D. Building 4, also known as Unit 4, is a single family with two stories of living space, a garage under and a half basement with a poured concrete foundation, plywood sheathed with vinyl siding and composite shingled roof;

E. Building 5, also known as Unit 5, is a single family with two stories of living space, a garage under and a half basement with a poured concrete foundation, plywood sheathed with vinyl siding and composite shingled roof;

The buildings are shown on site plan entitled "Site Plan of 99 Parker Street Condominium by Meridian Engineering dated \_\_\_\_\_, 2010 recorded herewith and incorporated herein as the "Site Plan".

#### 4. Description of Units and Unit Boundaries

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, its proportionate interest in common areas and facilities, and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Floor Plans recorded simultaneously herewith.

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

A. Units 1 through 5 in Buildings 1 through 5

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

(ii) Roof: The exterior plane of the roof rafters.

(iii) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the outside wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames;

(iv) Air conditioning and other equipment located adjacent to Building 1 and which is appurtenant to and services Unit 1, is a part of Unit 1.

(v) Units 1 through 5 shall have the exclusive rights and easements to use the exclusive easement and areas shown on the Site Plan corresponding to each Unit number.

5. Description of Common Areas and Facilities.

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

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

B. The portion of the sewer and water lines and all other utility services not within the boundaries of a Unit as set forth above.

C. The exterior plane of each Unit, including but not limited to the vinyl siding, exterior doors, decks, porches and roofs porches and decks of Units 1 through 5, provided, however, that each Unit Owner shall have a license for the exclusive use of the porches and decks extending from the exterior wall of his/her/their/its Unit.

D. All other areas of yards, lawns, gardens, roads, walkways, and the improvements thereon, including lighting fixtures and planters shown on the Site Plan as Common Areas.

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

6. Floor Plans

Simultaneously with the recording hereof, there has been recorded with Middlesex South District Registry of Deeds a set of floor plans of the Buildings, entitled "\_\_\_\_, \_\_\_\_, \_\_\_\_," prepared by \_\_\_\_\_, dated \_\_\_\_\_, 2010, consisting of \_\_\_\_ sheets and showing the designation, layout, location, number of rooms, approximate area and dimensions of the Units, and the immediate common area, if any, to which it has access, bearing the verified statement of a registered land surveyor, certifying that the floor plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

6. Use of Units and Restrictions.

The purposes for which Buildings 1 through 5 and other facilities are intended to be used, and the restrictions on said uses, are as follows:

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

Declarant hereof for other purposes temporarily pursuant to the provisions of and subject to the limitations set forth in the following Paragraph 13.

B. The outdoor parking places, and the indoor garages in Units 1, 2, 4 and 5 are to be used for the parking of duly registered private passenger automobiles of occupants of the Units in the Condominium, and not for boats, trucks, or other vehicles or items without the written consent of the Condominium Trustee, and consent so given may be revoked at any time. No Unit owner may regularly park more than two (2) motor vehicles within the Condominium, and the owners of all Units shall, if they have only one motor vehicle, use their indoor garages for parking of that motor vehicle, and if they have two motor vehicles, use their indoor garages for parking of one of them.

C. Said Units shall be subject to the restrictions that (1) no business activities of any nature shall be conducted in any such Unit; (2) the architectural integrity of the buildings and Units shall be preserved without modification, and to that end no porch, deck, yard enclosure, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such Unit or any part thereof, no addition or change or replacement of any exterior light, door knocker, or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; (3) all maintenance and use by Owners of yards, decks, platforms, steps, porches, parking spaces, lights, and other facilities shall be done so as to preserve the appearance and character of the same and of the grounds and Buildings without modifications; (4) all use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with the provisions with respect thereto from time to time promulgated by said Condominium Trustee; (5) domestic pets, including but not limited to dogs, cats and birds may be kept in the Unit in conformance with Article IX of the Declaration of Trust of 99 Parker Street Condominium (6) No part of the Common Area, other than Exclusive Use Area, shall be used for the storage or use of grills, boats, trailers, motor vehicles, pools, sheds, playground equipment, clothes lines, or any other structure or fixture, and shall remain open and undisturbed, with the exception of landscaping otherwise permitted hereunder and performed by the Condominium Trust .

(D) Said restrictions shall be for the benefit of the Owners of all of the Units and, as the person in charge of the common area and facilities; shall be enforceable solely by the Condominium Trustees shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustee at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 6 except such as occur during his or her ownership of the Unit thereof.

**7. Amendment of Master Deed.**

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

**8. Maintenance and Repair of Units**

The owners of each of the Units shall be responsible to repair and maintain at their own cost their respective units and any exclusive use area appurtenant to said Unit. The cost of maintaining and repairing the common areas shall be borne in proportion to each Unit Owner's ownership percentage interest. All maintenance and replacement of and repairs to any Unit, ordinary or extraordinary (not necessitated by the negligence, misuse or neglect of another Unit Owner) within the Unit or belonging to the Unit Owner which are not a part of the common areas and facilities, shall be done by said Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein.

**9. Name of Condominium.**

The Condominium is to be known as "99 Parker Street Condominium". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "99 Parker Street Condominium Trust" and the initial Trustee is Mark Starr, Acton, MA 01720-2865.

**10. Determination of Percentages in Common Elements.**

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

**11. Encroachments.**

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

**12. Exclusions from Conveyance.**

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustee shall have a right of access to each Unit to inspect the same, to remove violations there from, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

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

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

The Condominium is intended to provide low and moderate income housing in accordance with the provisions of G.L. c. 40B, and is subject to the terms and conditions of a Comprehensive Permit issued by the Acton Board of Appeals as described in a Decision recorded in said Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ and the matters shown on the related plan entitled "Comprehensive Permit Plan for 99 Parker Street recorded in said Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Comprehensive Permit"), and the sale and resale of all of the Units are subject to certain restrictions and other provisions of a Regulatory Agreement and Declaration of Restrictive Covenants recorded in said Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, as amended by an instrument recorded in said Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Regulatory Agreement").

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

deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Comprehensive Permit, or the Regulatory Agreement shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

14. Leasing and Rental of Units Prohibited.

All of the Units, except for any Unit owned by the Acton Housing Authority, its assigns and successors who are required to rent only to low income individuals in accordance with the standards set out in the Regulatory Agreement, are intended to be owner occupied, and no unit other than one (or more) owned by the Acton Housing Authority, its assigns and successors as aforesaid, may be leased, rented, or subject to any form of use and occupancy agreement (except short term occupancy agreements in connection with and to a party to a binding purchase and sale agreement). Notwithstanding the prohibition against leases and rentals contained in the immediately preceding sentence, and anything elsewhere herein contained to the contrary notwithstanding, the Declarant reserves to itself and its successors and assigns (A) the right to rent any unsold Unit to any lessee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustee; (B) the right to transact any business within the Condominium to accomplish the foregoing; and (C) the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units. The provisions of this Paragraph 13 shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

15. Partial Invalidity.

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

16. Waiver.

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

17. 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.

18. Conflicts.

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

**19. Provisions Regarding Mortgages.**

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

(A) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(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 subparagraphs (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 Unit 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;

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

(E) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments, which are extinguished pursuant to the foregoing provision, may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not

relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(F) Unless at least two-thirds of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustee of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustee of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

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

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

(I) An institutional first mortgage lender, upon request to the Trustee of the Condominium Trust, will be entitled to:

(i) Written notification from the Trustee of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

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

(iii) Receive (at its own expense, if the condominium contains less than 50 units) an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) Receive prompt written notification from the Trustee of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) Receive written notice of any action, which requires the consent of a specified percentage of eligible mortgagees.

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

The provisions of this Paragraph 18 (and the last sentence of Paragraph 13) may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

WITNESS the execution hereof, under seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

Parker Street, LLC

By: \_\_\_\_\_  
Mark Starr, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

, 2010

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned Notary Public, personally appeared the above named Mark Starr, Manager of Parker Street, LLC, proved to me by satisfactory evidence of identification, being (check whichever applies):  
 driver's license or other state or federal governmental documents bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

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

**Schedule A**

<u>Unit No.</u>	<u>Location</u>	<u>Proportionate Interest</u>
1	Building 1	
2	Building 2	
3	Building 3	
4	Building 4	
5	Building 5	

## EXHIBIT "A"

A certain parcel of land with the buildings and improvements thereon located on Parker Street, Acton, Middlesex County, Massachusetts, known and numbered as 99 Parke Street, and bounded and described as follows:

Beginning at the Northeasterly corner of the premises at land now or formerly of Smith and the road above mentioned;

Thence running Southerly on said road, one hundred ninety-one (191) feet, more or less, to the corner of the fence at land now or formerly of John Fletcher;

Thence turning and running Westerly on said Fletcher's land, two hundred twenty-five (225) feet, more or less, as the fence now stands to the corner of the fence at other land now or formerly of said Fletcher;

Thence turning and running Northerly still on said Fletcher land, two hundred eighty-three (283) feet to the corner of the fence

Thence turning and running Easterly one hundred sixty (160) feet to land now or formerly of Smith;

Thence turning and running Southerly on said Smith land one hundred twenty-six (126) feet as the fence now stands to the corner of the fence;

Thence turning and running Easterly on said Smith land eighty-three (83) feet to the road at the corner and bound first mentioned.

Be all of said measurements more or less and be the same however otherwise bounded, measured or described.

Together with the right to pass and repass with teams or otherwise over a certain parcel of land described in a deed recorded with Middlesex South District Registry of Deeds in Book 4352, Page 311.