

MASTER DEED OF THE COURTYARD CONDOMINIUM

ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, under Declaration of Trust dated May 13, 1988, and recorded with Middlesex North District Registry of Deeds in Book 4548, Page 49 of Chelmsford, Middlesex County, Massachusetts (hereinafter referred to as "Declarant"), being the sole owner of certain property in Chelmsford, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional phases in the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said right to so amend.

2. Name.

The name of the Condominium shall be as follows:
THE COURTYARD CONDOMINIUM.

2A. Massachusetts Housing Partnership, Homeownership Opportunity Program

Qualified buyers of units in the Condominium may obtain mortgage financing under the Massachusetts Housing Partnership, Homeownership Opportunity Program. Units financed through this program will include deed restrictions that will assure, upon resale, that such units will continue to be available, below appraised value, to qualified buyers under the Massachusetts Housing Partnership, Homeownership Opportunity Program.

Those deed restrictions are set forth in Exhibit C attached hereto.

The maximum number of restricted units within the Condominium shall be 51 if all Phases are built.

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3. Description of Land.

The Premises which constitute the Condominium comprise the land situated at 360 Littleton Road, in Chelmsford, Middlesex County, Massachusetts, as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

A description of the land on which the Condominium Units are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases of the Condominium, and the terms and provisions of a Condominium Phasing Lease by and between the Declarant, as Lessor, and Robert H. McBride, as Lessee, to be recorded herewith.

"Registry of Deeds" as used in this Master Deed shall mean Middlesex North District Registry of Deeds.

4. Description of the Building(s).

The Declarant is declaring an initial phase containing 24 Units in one wood frame building with a poured concrete slab foundation, and of vinyl veneer. The location of said building is as shown on the Site Plan, and contains a basement and three floors.

5. Designation of the Units and their Boundaries.

(a) The Condominium presently consists of 24 Units, all of which are situated in one building, and all as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the unit floor plans recorded herewith (hereinafter referred to as the "Plans").

The said Plans show the layout, locations, unit numbers and dimensions of said Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights

under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with any amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record new site and floor plans showing the building(s) and Units forming part thereof.

(c) The boundaries of each of the Units with respect to the floors, ceiling/roof, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the upper surface of the subflooring. The subflooring shall include, but not be limited to, any underlayment including concrete and gypcrete, but not including padding such as carpet padding.

(ii) Ceiling/Roof: The plane of the lower surface of the roof rafters (top floor) or the lower surface of ceiling joists (other floors).

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the exterior surface thereof; as to the exterior door frames and window frames, the exterior surface thereof; and as to the windows, the exterior surface of the glass.

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.

(d) Each Unit excludes the foundation, structural columns, girders, beams, supporters, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

(e) Each Unit includes the ownership of all utility installations which exclusively serve the Unit.

(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(g) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation the land and all parts of all buildings and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, 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 foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, and concrete floor slabs.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, gas, electricity, and telephone, which are not located within any Unit or which although located within a Unit serve other Units, whether alone or in common with such Unit.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

(e) In general, any and all apparatus, equipment and installations existing for common use, including the clubhouse and pool.

(f) The reversionary estate subject to the Condominium Phasing Lease referred to in paragraph 3 hereof.

(g) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, 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 amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10 and 11 hereof, each Unit 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 Unit Owners.

7. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) Parking Space. Included with and appurtenant to each Unit will be one parking space as designated by the Board of Trustees which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto. All other parking spaces shall be for the unreserved use of all Unit owners. The Board shall have the right to tow vehicles subject to the provisions of the General Laws of Massachusetts relating to towing. In addition, the Declarant and the Board shall have the right to change the common areas and to reassign parking spaces in order to comply with the provisions of the Federal Fair Housing Amendments Act of 1988 and Chapter 722 of the Massachusetts Acts of 1989.

(b) Patio. Included with and appurtenant to each first floor Unit is a patio which shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(c) Balcony. Included with and appurtenant to each 2nd/3rd floor Unit is a balcony which shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this

Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(d) Storage. Included with and appurtenant to each Unit is a basement storage unit which shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto. Additional units in additional phases may or may not have storage space appurtenant to the unit.

(e) If, as and when additional units are added to the condominium, such units may have exclusive rights and easements appurtenant to them. Such exclusive rights and easements shall be stated in the said amendments to the Master Deed.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof.

The Declarant has reserved the right pursuant to paragraph 16 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 7, and if such variation shall occur, they shall be specified in the amendment(s) to this Master Deed adding such future phase(s).

8. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest 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, which undivided interest is set forth in Exhibit B hereof.

9. Purpose and Restriction of Use.

The purposes for which the building and the Units are intended to be used are as follows except as otherwise permitted by the express written consent of the Board of Trustees:

- (a) Each Unit shall be used only for residential

dwelling purposes.

(b) The architectural integrity of buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, 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 building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(c) The Owners of any Unit may at any time and from time to time modify, remove and install walls lying wholly within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(d) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas.

(e) No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

(f) The parking area is intended to be used solely for the parking of private passenger vehicles except as otherwise permitted by the Board of Trustees in their reasonable discretion.

(g) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months except as to units owned by the Declarant.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit 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 Unit Owner shall be liable for any breach of the provisions of this paragraph, except as occur during his or her ownership of a Unit. Any person taking occupancy in a unit, including any tenants, lessees, guests and invitees and any persons utilizing the common areas shall be subject to said restrictions.

10. 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 Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and License the use of any unsold Units;
- (ii) Raise or lower the price of unsold Units;
- (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and
- (v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and their 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 any building, or other structure and improvements forming part thereof, such sales signs and other advertising

and promotional notices, displays and insignia as they 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 with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings 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 common areas and facilities of the Condominium including the development and addition to the Condominium of future phases as permitted by paragraph 16 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 17 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities 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 common areas and facilities 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.

11. Rights Reserved to the Condominium Trustees.

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately 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, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

12. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the THE COURTYARD CONDOMINIUM TRUST (hereinafter and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit 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 their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinafter and hereinafter the "Condominium Trustees") is as follows:

HRM, Inc. of Chelmsford, Massachusetts

The mailing address of the Trust is 360 Littleton Road, Chelmsford, Massachusetts.

The Condominium Trustees has enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be at 7:30 p.m. on the third Wednesday in November of each year (Trust 5.14.2).

The FISCAL YEAR of the Trust shall begin on January 1 of each year (Trust 5.23).

13. Easement for Encroachment.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or 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, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Buildings 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.

14. Units Owner's Rights and Obligations.

(a) 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 (including, without limitation, paragraphs 9(d) and 16 hereof), 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 as set forth 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 (including, without limitation, paragraphs 9(d) and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed 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.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, shall thereby irrevocably appoint the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop any additional phase(s) of the Condominium and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Voting power shall be proportionate to the percentage of undivided interest in the Common Areas and Facilities to which a unit is entitled hereunder.

(e) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Trust. Such share shall be proportionate to that Unit's undivided interest in the Common Areas and Facilities.

15. Amendments.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the

Condominium or as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least seventy-five per cent (75%) of the total voting power of the Unit Owners, as said voting power is defined in 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 of Units at the time holding at least seventy-five per cent (75%) of said total voting power of the Unit Owners, and (b) duly recorded with the Registry of Deeds, provided, that:

(a) The date on which any instrument of amendment is first signed by an Owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless 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 16 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

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

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof 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 Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 16 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales by the Declarant to third

party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of all of the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur. The Declarant may extend the seven (7) year period if said extension is approved by the Federal National Mortgage Association (FNMA) without the approval of any unit owners.

(g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) or the Massachusetts Housing Finance Agency (MHFA) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC and MHFA.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (h) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(j) The consent of the owners of Units holding at least seventy-five per cent (75%) of the voting power as defined in the Condominium Trust and the approval of eligible holders of mortgages (as the term "eligible mortgage holder" is defined and may be defined from time to time in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement) on Units which have at least fifty-one per cent (51%) of the voting power of the Units subject to eligible mortgages shall be required to add or amend any material provisions of the Condominium documents which establish any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas;
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of the Common Areas or Limited

Common Areas:

- (6) Responsibility for maintenance and repair of the Condominium;
- (7) Boundaries of any Unit;
- (8) Expansion of the Condominium or the Addition, Annexation or Withdrawal of Property to or from the the Project;
- (9) The interests in the Common Areas or Limited Common Area;
- (10) Convertibility of Units into Common Areas or of Common Areas into Units;
- (11) Leasing of Units;
- (12) A decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder;
- (13) Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit;
- (14) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.
- (k) Where required under the provisions of paragraph 19 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 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.

16. Declarant's Reserved Rights to Construct and Add Phases.

The Condominium presently is comprised of twenty-four (24) condominium units, all units contained in Building A, and (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to delimit or effect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the addition of 7 phases to the Condominium to be contained in seven buildings.

The Declarant reserves the right to add different types and styles of units including townhouses and garages.

The maximum number of Units in the Condominium, if all phases are declared, will be 168 Units.

The Declarant shall be under no obligation to proceed beyond the first Phase; nevertheless, should the Declarant choose to proceed to develop any additional phase in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire seven (7) years (unless extended in writing by FNMA) after the date of the recording of this Master Deed, provided that said reserved right 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 have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) The Declarant shall have the right to locate future buildings, structures, improvements and installations wherever it determines in its discretion the same to be appropriate or desirable.

(c) A phase may consist of any number of buildings containing any numbers of Units, provided, however, that the aforesaid maximum number of permitted Units for the entire Condominium is not exceeded.

(d) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.

(e) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein which are to be added to the Condominium as part of future phases.

(f) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those

described in paragraph 7 hereof.

(g) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendment(z) to this Master Deed which shall contain the following information:

(i) An amended description of any building being added to the Condominium.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B 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 Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing 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 Chapter 183A.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such building(s) shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(h) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the building(s) containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(i) It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the 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.

(j) Each Unit Owner understands and agrees that as additional phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed 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 this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(k) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them to the Declarant's reserved rights under this paragraph 16 and expressly agrees to the alteration of their 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.

(l) In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant 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 Unit Owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such

deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(m) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

(i) Additional roads, drives, parking spaces and areas, walks and paths;

(ii) New or additional Limited Common Areas.

(iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and

(iv) 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 him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the premises on which are or shall be located the building(s) constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement.

Ownership of each building, together with the residential units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said residential 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.

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

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it 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. 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 17, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

18. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

19. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of 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 all 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 Trustees 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 Section 16 hereof; 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 Trustees 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 Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to 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 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;

(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 eligible institutional first mortgage lender, upon written request to the Trustees of the Condominium Trust, will be entitled to:

(i) written notification from the Trustees 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 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 Trustees 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 19 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 District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

20. Severability.

In the event that any provisions 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 in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions 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.

21. 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.

22. Special Amendments.

Notwithstanding any other provisions herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed, Declaration of Trust, By-Laws and Rules and Regulations at any time and from time to time which amends this Master Deed:

(a) To comply with requirements of the Executive Office of Communities and Development (EOCD), the Federal National

Mortgage Association (FNMA), the Massachusetts Housing Finance Agency (MHFA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Federal Housing Association (FHA), the Veterans Administration (VA), or any other governmental agency or any other public, quasipublic or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or to modify or decrease the requirements of the Condominium Documents, if any secondary mortgage market entities and/or their requirements so allow;

(b) To induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;

(c) To bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or

(d) To correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment hereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Grantor to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligations or other instrument affecting a unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Grantor to vote in favor of, make, execute and record Special Amendments. The right of the Grantor to act pursuant to rights reserved or granted under this section shall be automatically assigned by Grantor without further confirmation of Grantor by act or deed to the Trustees of the Condominium Trust at such time as the Grantor no longer holds or controls title to any Unit.

Executed as a Sealed Instrument on this 12th day of Dec. , 1990.

Signed and sealed
in presence of

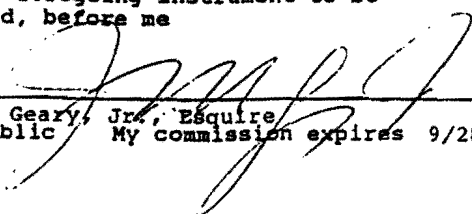
Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

December 12 , 1990

Then personally appeared the above-named
ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST,
and acknowledged the foregoing instrument to be
his free act and deed, before me



James M. Geary, Jr., Esquire
Notary Public My commission expires 9/28/95

EXHIBIT A
to Master Deed
THE COURTYARD CONDOMINIUM
(description of premises)

A certain parcel of land situated in said Chelmsford on the Southerly side of Littleton Road, containing 15.1 acres and being shown on a plan entitled "Plan of Land in Chelmsford, Mass., Surveyed for Joseph Solomont, February 8, 1957, Dana F. Perkins & Son, Inc., C.E.'s" which plan is recorded in Middlesex North District Registry of Deeds in Plan Book 88, Plan 176, bounded and described as follows:

NORTHERLY by said Littleton Road, six hundred fifty-five and 97/100 (655.97) feet;

WESTERLY by land of one Stockton, now or formerly, and by land of one MacCormick, now or formerly, as shown on said plan, by several courses in all measuring on thousand fifteen and 39/100 (1,015.39) feet;

SOUTHERLY by land now or formerly of Authur Burt and Theodore Emerson, as shown on said plan, by several courses measuring in all six hundred seventy-four and 59/100 (674.59) feet;

EASTERLY by land now or formerly of Theodore W. Emerson as shown on said plan nine hundred forty-eight and 40/100 (948.40) feet.

Subject to all rights, easements, restrictions and agreements of record insofar as any of the same are in force and applicable; and

Subject to all laws, codes, regulations, restrictions, requirements, conditions in the like imposed by any town, county, state or federal governmental entity, including the Board of Appeals Decision and comprehensive permit attached hereto as Schedule A-1.

For title see said deed, Book 5045 , Page 3 .

THE COMMONWEALTH OF MASSACHUSETTS

EXHIBIT A-1

Chelmsford
City or Town

BOARD OF APPEALS

Date: November 2, 19 88

Certificate of Granting of Variance or Special Permit
(General Laws Chapter 40A, Section 11)

The Board of appeals of the City or Town of Chelmsford

hereby certifies that a Variance or Special Permit has been granted

To The Commons Realty Trust
c/o Attorney Joseph B. Shanahan
Address P.O. Box 70

City or Town Chelmsford, MA 01824

affecting the rights of the owner with respect to land or buildings at _____
360 Littleton Road

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision granting said variance — special permit, and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

[Signature]
Chairman
[Signature]
Clerk

TOWN OF CHELMSFORD

BOARD OF APPEALS

DECISION

Dated 29 Sept 1988

COMPREHENSIVE PERMIT
CHELMSFORD, MASS.THE COMMONS - 2
LITTLETON RD.

I. INTRODUCTION:

On May 19, 1988, The Commons Realty Trust (the "applicant") filed a properly executed application for a Comprehensive Permit with the Chelmsford Board of Appeals.

The applicant requests a Comprehensive Permit under Mass- Massachusetts General Laws Chapter 40A, Section 9 and Chapter 40B, Sections 20-23 in order to construct 216 multi-family residential units under the Home Ownership Opportunity Program sponsored by the Executive Office of Communities & Development, or a similar affordable housing initiative program.

These condominium units, to be known as "The Commons", will be located on a 15.1 acre site, formerly known as "The Drive-in", on Littleton Rd., Chelmsford, Mass.

The applicant was also required to show evidence of complying with Rules and Regulations promulgated by the Board of Appeals on 2/11/87 and revised 9/24/87.

APPLICANT:

The Applicant is represented by Mr. Joseph B. Shanahan, Jr., 11 Summer St., Chelmsford, Ma., 01824, who is Trustee and a principle of The Commons Realty Trust. Other principles of the Trust are; Mr. Gary Marchand and Mr. Robert McBride of Chelmsford, and Mr. Sotir Papalio of Worcester, Mass.

II. HEARING:

Pursuant to the provisions of MGL Ch. 40B, Sec. 23, the Board of Appeals (the "Board") commenced the public hearing on June 16, 1988. By mutual agreement between the Applicant and the Board, the hearing was continued to, and resumed on the following dates: July 11, July 28, Aug 22 (only used for another continuance), Sept 13, and Sept 28. The hearing was closed on Sept 28, 1988.

The Board consisted of Daniel Burke, Chairman; Gustave Fallgren; Eileen Duffy; Robert Kydd, Vice Chairman; and Ronald Pare. All were in attendance at all hearings. The hearings were conducted in full compliance with the Commonwealth of Massachusetts "Open Meeting Law" and the procedural requirements of MGL Ch. 40A and Ch. 40B.

The board notified all certified abutters via registered mail, published a proper legal notice in the Chelmsford Newsweekly June 2 and June 9, 1988 and posted the notice in the Chelmsford Town Hall. Notice of the continuation of the public hearings was given at each hearing and posted within the proper time in the Town Hall.

The board was assisted at public hearings by Attorney Thomas Arnold, Concord, Ma., Special Town Counsel appointed by the Board of Selectmen for the purpose of representation for the Comprehensive Permit process.

The Board heard presentations by Joseph B. Shanahan, Jr., counsel for the applicant, concerning the site with regards to a traffic impact study prepared by HMM Associates, Inc., a Water Quality Impact Evaluation prepared by Pine & Swallow Associates, Inc. of Acton, Mass. The Board also received information and documents from Richard M. Cadwgan, Hydrogeologist; The BSC Group; NMAC Traffic Studies and testimony from Beverly Woods, NMAC Traffic Consultant; Carr-Dee Corp; Carlos Quintal, Conservation Commission Engineer and Mr. Richard Day, Director of Public Health.

During all hearings, members of the general public were allowed to ask questions, make statements, submit written information and request information.

Based on the information presented, the Board has identified the following major issues or concerns which must be addressed in deciding whether or not to issue a Comprehensive Permit.

III. ISSUES/CONCERNS:

1. Has the applicant complied with the "Applicant - Rules and Regulations" dated Sept 24, 1987 as required by the Board?
2. Does the Town of Chelmsford have a "need" for affordable housing?
3. Is there a negative impact on the Town of Chelmsford School System?
4. Is there a severe traffic impact on Route 110 (Littleton Rd) or adjoining roadways?
5. Can the Town support the project with water from municipal wells, considering the continuing water bans during the summer months?
6. Will construction on this site place the neighbors' private wells or the towns municipal water supply at risk?
7. Is there a negative impact on Wetlands or is there risk of encroachment on an area of the property within Floodplain?
8. Is it possible for the number of units to be reduced in the project without making the proposal unfeasible?

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IV. RESPONSES TO ISSUES/CONCERNS:

1. Applicant was required by the Board to have met with and received information from the following Town Boards or Departments and show documented evidence of the appearances.

The applicant produced evidence of meetings or conversations with all of the following Town Boards or Departments:

| <u>Agency</u> | <u>Recommendation</u> |
|--|---|
| a) Board of Selectmen | Yes |
| b) Planning Board | Yes |
| c) Building Inspector | N/A |
| d) Board of Health | Limit to 135 until more soil testing is complete. |
| e) Conservation Commission | Hold a public hearing |
| f) Fire Department | Yes |
| g) Water District | Yes |
| h) Police Department | Yes |
| i) Housing Authority | Yes |
| j) Affordable Housing Review Committee | Yes/with conditions |

Other requirements of the applicant that were presented to the Board were:

- a) A Traffic Impact Study (2)
 b) A Hydrogeological Study (2)
 c) A Project Proforma
 d) Landscape Plans, Architectural Rendering and Typical Floor Plan, and Site Plans
 e) Massachusetts Housing Finance Agency site approval (Received Dated 3/30/88)

The Board determined the applicant compliant with the "Rules and Regulations"

2. Does the Town of Chelmsford have a "Need" for affordable housing?

The Board has reviewed the need for Affordable Housing in the Town of Chelmsford and finds that the town does not now meet the strict statutory minima. However, the Board notes that the Town has moved aggressively to develop and support affordable housing. This Board approved a Comprehensive Permit for 180 units in May, 1986, and another Permit for 59 units in June, 1988. In addition, the Town has become a "Partnership" community and has committed itself to working with developers and state agencies to develop affordable housing.

3. Is there a negative impact on the Town of Chelmsford School System?

Concerns by interested neighbors and citizens were raised as to the impact to the Town School System and particularly the Byam Elementary School located within 2 miles of the proposed project.

The applicant revealed information that the impact on the Byam School would be less than 2 or 3 students per class on an average basis.

The Board obtained statistical data from U. S. Department of Commerce, Bureau of the Census (1980) that shows School Age Children on a dwelling basis are as follows:

| | |
|-----------------------------------|--------------------------|
| Single Family Homes (3 Br) x .793 | Town House (3 Br) x .676 |
| (2 Br) x .243 | (2 Br) x .147 |

A substantial reduction is achieved by apartment complex projects when compared to single family homes. Therefore, the Board finds no significant impact on the school system.

4. Is there a severe traffic impact on Route 110, Littleton Road or surrounding streets and intersections?

The applicant presented a traffic study by HMM Associates, using 216 residential units and 1124 vehicle trips per day, with the major impact being on Littleton Rd. The report indicated 87% of the project trips would use Littleton Rd. East while 9% will travel West on Littleton Rd. and the remaining 4% would use Garrison Rd. to/from the South.

The results of their study concluded that upon completion and full occupancy of the project (1997), the LOS at all study area intersections will remain at the same LOS identified for the 1997 No-Build condition, with only slight decreases in the intersection reserve capacity.

The traffic study from 1984 by the Northern Middlesex Area Commission (NMAC) was reviewed and an update and re-review of the HMM report was requested by the Board.

The new NMAC report was presented to the Board at a Public Hearing on September 28, as well as expert testimony from Beverly Woods, NMAC Staff Traffic Consultant. NMAC determined an average 3% growth per year through 1997 with little impact from the proposed project. NMAC's report was found to be consistent with the HMM report and with the annual history of 3.2% increase since 1984.

The Board finds no significant impact to the level of service to these roadways due to this project.

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5. Can the Town support the project with water from municipal wells, considering the continuing water bans imposed during the summer months ?

The Town currently has under construction a 5 million gallon water storage facility on Robin Hill as well as 16 inch mains feeding this particular area of town. The Board received letters from the Center Water District supporting the project and therefor determines that the project can be supported with town water.

6. Will construction of this project on this site place the neighbors private wells or municipal wells at risk ?

The neighbors and citizens present spoke of these concerns and to the inadequacy of the original Water Quality Impact Evaluation supplied by the Applicant from Pine & Swallow Associates.

To this concern the Board requested a more detailed Hydrogeological study be prepared as well as a listing of all neighboring private wells.

The Board received a report from Richard M. Cadogan, Hydrogeologist, concluding "the residential private wells along and west of Garrison Road, appear to be in no danger of adverse hydrologic impacts associated with development of the site", as well as a critique of the Pine & Swallow report by The BSC Group. The closest municipal well is located in excess of three (3) miles down-stream from the site.

Also, the Board received a Hydrogeological Study performed by Carr-Dee Corp., based on the BSC Group review of the original Pine and Swallow Associates Water Quality Impact Evaluation.

Based on this data, Mr. Richard Day, Town of Chelmsford Director of Public Health, supported 135 units on the site and revealed the possibility of 168 units, but would need additional soil testing to accept a total of 168 units on the site.

The Board determined from all the data presented that there would be no impact on municipal or private wells.

7. Is there a negative impact on wetlands or is there a risk of encroachment on an area of the property within flood plan?

The site will not have any construction within wetland or floodplain and the applicant will, if required, file for a hearing and an order of conditions as well as meet any other requirements of the Town of Chelmsford Conservation Commission.

8. The Proforma for the Project was reviewed by Mr. James Stockard, Consultant to the Town of Chelmsford and his recommendation as to the feasibility of the number of units was a minimum of 150 units.

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-6-

9. The issue of the Sewage Treatment Plant and the amount of treated effluent discharged into the ground because of the brook traversing the rear of the property was voiced as a concern. The resulting size of the project would be based on the design limits of the Plant and the soil conditions at the site. This issue resulted in the 168 unit limit with a 135 unit number accepted by Mr. Richard Day, until he has done additional soil testing.

V. RESULTING FACTS:

The opposition testimony was heard from neighbors and citizens but there was no documented evidence given by any known Consultant or expert to substantiate the issues or fears raised at the many public hearings.

The site has also had a history where at three previous Town Meetings, attempts to rezone this parcel Multi-Family by the owner, has failed due to Town Meeting vote.

The only zoning issues pertaining to this proposal are multi-family vs single family and density.

After many hours of testimony and reviewing the "Lowell Crossing" Site, built by some of the principles of this project, the Board closed the hearing on 28 September 1988 and discussion took place.

Based on all of the facts presented, the Board voted to grant the Comprehensive Permit on a motion by Eileen Duffy and a second by Robert Kydd. The vote was unanimous and is recorded as:

| | |
|------------------|-----|
| Ronald Pare | Yes |
| Robert Kydd | Yes |
| Eileen Duffy | Yes |
| Gustave Fallgren | Yes |
| Daniel Burke | Yes |

The Board of Appeals hereby grants a Comprehensive Permit to The Commons Realty Trust on the basis of and with the following conditions:

VI. BASIS:

- A. The granting of this Permit is reasonable and consistent with local needs for affordable housing
- B. The project is granted with a maximum of 168 units subject to the approval of the Board of Health requirement that the Sewerage Treatment Plant can support this number.
- C. The project shall be constructed using the plans presented to the Board at the public hearings showing 168 units within 8 buildings and various other details shown on the Plan Drawing dated 9/13/88.

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- D. The buildings shall be similar to those constructed at the "Lowell Crossing" and as shown by various plans and rendering's submitted to Board at the public hearings

VII. CONDITIONS:

- A. There shall be no construction within wetlands or floodplain.
- B. A Surety Bond in the amount of \$30,000 shall be posted or an equal amount of monies shall be placed in an escrow account with the Treasurer of the Town of Chelmsford and shall not be released until all landscaping, screening and fencing is in place and found to be acceptable to the current Board of Appeals.
- C. The project shall consist of no more than 168 units within 8 buildings located on the 15.1 acre site. The breakdown of units is as follows:
- a. 42 HOP units, 34 2-bedroom units with an average price of \$75,000; 8 of these units shall be 3-bedroom with an average price of \$85,000. There shall be a scale of prices from \$65,000 to \$85,000 on the 2-bedroom units, and \$75,000 to \$95,000 on the 3-bedroom units, subject to marketing conditions and buyer qualifications.
 - b. 9 3-bedroom units sold to the Housing Authority at a price of \$95,000.
 - c. 117 2-bedroom market rate units with an anticipated price of \$105,000.
- D. There will be two parking spaces per unit plus twenty spaces for visitors, etc. constructed away from the wetlands.
- E. The developer will explore the possibility of a school bus turnaround in front of the clubhouse working with the School Department.
- F. Up to Five percent (5%) of the units in the project will be barrier-free and accessible to handicap individuals. These units will be developed in accordance with marketing demands.
- G. There will be marketing of units with Affordable Housing Review Committee involvement with preference for sales to local residents and Town employees.
- H. All of the 42 HOP units will be affordable in perpetuity.
- I. The developer guarantees to the Town that this will be an ownership development and the developer will not seek any rental subsidies for this project.

RECORD - 2 FILE 51

- J. The developer will make changes to the project in accordance with the MNAC traffic study dated August, 1988 including matching the driveway of this project with the Garrison Place project and changing the radii to 60 feet with a 4 foot offset and 15:1 taper, including Pedestrian improvements.
- K. The Developer will contribute \$5,000 worth of improvement to the Garrison House as they see fit.
- M. The Board requires the developer obtain all necessary permits, including the DEQE Discharge Permit which will ultimately determine the total number of units, Board of Health approval, and the Order of Conditions issued by the Conservation Commission including prohibition of salt use on parking area, oil and gas hoods on drainage system and limits on fertilizer use at the project.
- N. The development of this site, including construction, will be consistent with all local, state and federal laws and regulations including but not limited to compliance with construction codes. Lastly, the developer will complete the MEPA process for this site.
- O. In addition, Commons Realty Trust agrees to the following:
 1. The enunciator panel will be relocated from the clubhouse area and tied to the master box situated on the island at the entrance to the project.
 2. Strobe lights will be installed on the exterior of every building.
 3. Any other reasonable request by the Fire and Police Safety Officer.

VIII. APPROVED:

Daniel Burke
 Daniel Burke

A TRUE COPY ATTEST:

Mary Elt
 Mary Elt
 TOWN CLERK

Gustave Fallgren
 Gustave Fallgren
 CLERK OF TOWN

Robert L. Kydd
 Robert Kydd
 TOWN CLERK

Eileen Duffy
 Eileen Duffy
 TOWN CLERK

Ronald Pare
 Ronald Pare

EXHIBIT B
to Master Deed
Unit Designations
The Courtyard Condominium

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTEREST |
|----------|-----------|--------------------|-----------|----------------------------|------------|
| 1 | 1 | 940 | 4 | H,B | 4.1 |
| 2 | 1 | 940 | 4 | H,B | 4.1 |
| 3 | 1 | 1094 | 4 | P | 4.1 |
| 4 | 1 | 1041 | 4 | H,B | 4.1 |
| 5 | 1 | 944 | 4 | H,B | 4.1 |
| 6 | 1 | 982 | 4 | P | 4.1 |
| 7 | 1 | 913 | 4 | H,B | 4.1 |
| 8 | 1 | 913 | 4 | H,B | 4.1 |
| 9 | 1 | 982 | 4 | P | 4.1 |
| 10 | 1 | 982 | 4 | P | 4.1 |
| 11 | 1 | 944 | 4 | H,B | 4.1 |
| 12 | 1 | 1041 | 4 | H,B | 4.1 |
| 13 | 1 | 1269 | 5 | P | 4.4 |
| 14 | 1 | 1041 | 4 | H,B | 4.1 |
| 15 | 1 | 944 | 4 | H,B | 4.1 |
| 16 | 1 | 913 | 4 | H,B | 4.1 |
| 17 | 1 | 913 | 4 | H,B | 4.1 |
| 18 | 1 | 982 | 4 | P | 4.1 |
| 19 | 1 | 944 | 4 | H,B | 4.1 |
| 20 | 1 | 1172 | 4 | H,B | 4.3 |
| 21 | 1 | 1404 | 5 | P | 5.0 |
| 22 | 1 | 940 | 4 | H,B | 4.1 |
| 23 | 1 | 940 | 4 | H,B | 4.1 |
| 24 | 1 | 1121 | 4 | P | 4.3 |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXECUTIVE OFFICE OF COMMUNITIES & DEVELOPMENT

EXHIBIT C



Michael S. Dukakis, Governor
Amy S. Anthony, Secretary

HOMEOWNERSHIP OPPORTUNITY PROGRAM

Initial Disclosure Statement

This Disclosure Statement sets forth restrictions that apply to certain borrowers participating in the Homeownership Opportunity Program ("HOP Program") of the Massachusetts Housing Partnership (the "MHP"), as administered by the Executive Office of Communities and Development ("EOCD"). Anyone intending to purchase a home subject to a discounted purchase price and/or receipt of the subsidy assistance provided by the HOP Program is required to acknowledge both at the time of mortgage loan application and at the mortgage loan closing that they have read this Initial Disclosure Statement and understand the restrictions imposed on them in the event they decide to sell their home. At the time of signing a firm loan commitment with a bank, the Disclosure Statement attached as Exhibit A must be signed by the borrower participating in the HOP Program.

Introduction

The Massachusetts Housing Partnership has been established to assist moderate income families to acquire a home. Assistance to income eligible borrowers may, in some instances, be provided in the form of a discounted purchase price for the property. This discounted purchase price is designated by EOCD or its agent as a percentage discount of the appraised value of the property. In addition, in some instances, qualified borrowers may have the benefit of subsidy payments that will reduce the costs set forth in their first note and mortgage (collectively, "First Note and Mortgage").

I. Purchase Price Discount

Certain designated units in a project within the HOP Program will be sold to income eligible borrowers at a discount from the appraised value of the property. Because the objective of the HOP Program is to continue to provide affordable homeownership to qualified buyers, the borrower, when later reselling the property, is required to follow the procedure set forth in paragraph A below and limit the maximum sales price of the unit to the same percentage of appraised value (calculated at the time of resale) that was applied in calculating the borrower's original purchase price. At the time of resale by the borrower of the property, the borrower, at the borrower's expense, must obtain an appraisal of the

Office of the Secretary
100 Cambridge Street, Room 1404
Boston, Massachusetts 02202
(617) 727-7765

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07/87

property by an appraiser previously approved by EOCB, which appraisal shall be subject to EOCB approval. The deed conveying the property to the borrower will contain the applicable percentage discount of the appraised value to be applied to the borrower's resale.

For example, if the borrower purchases the property for \$80,000.00 and the appraised value of the property is \$100,000.00 at such time, then the applicable percentage to be applied to the borrower's resale ("Discount Rate") (as set forth in the deed to the borrower) is 20%. This Discount Rate of the appraised value will apply to the borrower's resale of the property. Thus, when the borrower wants to sell the property, the borrower, at his or her cost, must obtain an appraisal acceptable to EOCB, and the Discount Rate stated in the borrower's deed will then be applied to the new appraisal to determine the maximum amount for which the property can be sold by the borrower. Continuing our example, if the new appraisal indicates that the property at the time of resale is then valued at \$150,000.00, the maximum amount the borrower can sell the property for within the HOP Program will be \$120,000.00 ($\$150,000 \times .20 = \$30,000$; $\$150,000 - \$30,000 = \$120,000$). The Discount Rate applicable to the borrower's property will be determined by EOCB at or prior to the date the borrower enters into a firm loan commitment with the borrower's bank.

**A. Procedure to be Followed by the Borrower when
the Borrower Wishes to Transfer the Property**

When a borrower decides to resell his or her property, the borrower shall provide EOCB and a local agency, if any, designated by EOCB to administer the HOP Program, written notice of the borrower's intention to sell. Within 120 days of such notice, EOCB and/or the local agency will locate an eligible purchaser unless EOCB and the local agency do not exercise its right of first refusal as described below.

If (i) neither the local agency nor EOCB responds in writing to the borrower within the first 30 days of such notice to the effect that they are proceeding to find an eligible buyer or that EOCB, or its assignee, shall purchase the property, or (ii) EOCB responds in writing to the borrower within the 30 day period to the effect that neither the local agency nor EOCB are proceeding to find an eligible buyer, then the borrower may thereafter sell the home to any purchaser, and the various deed restrictions regarding the HOP Program will no longer apply to the new purchaser. However, in such case, the borrower will be required to repay to EOCB the difference between the actual sales price of the home and the discounted price that would have been paid if a purchaser qualifying under the HOP Program had been found (less the reasonable cost of the appraisal and any broker's fees) (see the example set forth below).

If within the 30 day period the local agency or EOCB does respond to the borrower's notice of intent to sell, the maximum sales price for the house will be determined as described in paragraph I based upon an appraisal acceptable to the local agency or EOCB. EOCB will then determine the permissible income range for potential purchasers using current underwriting standards and such sale price and the lowest available mortgage interest rates. During the balance of the 120 day period, the local agency, EOCB and the borrower will attempt to find

Income eligible buyers. The local agency will determine how to select a purchaser from among multiple eligible buyers.

If no eligible buyer is found and EOCED does not notify the borrower in writing that EOCED shall purchase the property within the 120 day period, the borrower may sell the home to any purchaser free of all HOP Program deed restrictions, except any amount received by the borrower upon the resale in excess of the maximum sales price determined by applying the Discount Rate shall be paid directly to EOCED (less the reasonable cost of the appraisal and any broker's fees). For example, if the borrower sells the property to a third party free of the restrictions for \$160,000.00 and the Discount Rate stated in the deed was 20%, the borrower may retain \$128,000 and must pay EOCED \$32,000.00 (minus appraisal and broker fees) ($\$160,000 \times .20 = \$32,000$; $\$160,000 - \$32,000 = \$128,000$).

II. Subsidy Assistance Payments and Repayment of Assistance

Certain qualifying borrowers will receive the benefit of subsidy assistance payments under the HOP Program that will reduce the borrower's effective payment costs under their First Note and Mortgage. Although the First Note and Mortgage signed by the borrower will designate an amount to be paid to borrower's lender at a stated interest rate throughout the term of the loan, EOCED shall cause subsidy assistance payments to be made to the borrower's lender in accordance with the schedule provided at the time of loan commitment. The borrower will therefore in effect be required to pay its lender the difference between the stated mortgage payment amount designated in the First Note and Mortgage and the amount of the subsidy assistance payments paid to the borrower's lender. If, however, EOCED fails to provide this subsidy assistance, the borrower will be obligated to pay the borrower's lender the amount set forth in the lender's First Note and Mortgage. For example, if the borrower's interest rate on the First Note and Mortgage with borrower's lender is 8%, EOCED may cause to be paid to the lender a monthly payment to effectively reduce the borrower's interest rate on his or her First Note and Mortgage to 6%. Therefore the borrower will only pay the borrower's lender that amount not paid by EOCED.

The borrower, however, will be required to execute, at the closing, another note and mortgage ("Second Note and Mortgage") in favor of EOCED to assure repayment of this subsidy assistance. The Second Note and Mortgage will secure the amount of the subsidy assistance that could be provided the borrower over the term of the mortgage loan and the property being purchased is pledged as security for repayment of the subsidy assistance. The Second Note and Mortgage must be repaid upon the borrower's transfer of the property, but can be prepaid in advance without penalty. If the Second Note and Mortgage is signed by two persons, any transfer of the property by devise, descent or by operation of law upon the death of one of those persons shall not require the repayment of the amount due under the Second Note and Mortgage if the entire interest in the property is then owned by the other person who signed the First Note and Mortgage. Additionally, the borrower will not be allowed to further mortgage the property without EOCED's prior consent. The amount of the assistance to be repaid by the borrower will be the lesser of: (1) the amount of subsidy

assistance actually received by the first lender; or (ii) twenty percent (20%) of the net allowable appreciation of the property as determined by EOCB.

The term "net allowable appreciation of the property" means any increase in the price of the property as determined by applying the relevant discount rate to the appraised value of the property at that time, less reasonable appraisal costs and broker's fees, all as set forth in the Second Note and Mortgage.

Even if the Second Note and Mortgage is prepaid prior to the expiration of the Deed restriction or prior to the sale of the property, the restrictions set forth in the Deed shall remain as set forth in Paragraphs I and II herein.

The undersigned Borrower(s) agree to be bound by and acknowledge that he or she has read this Disclosure Statement and understands the benefits and the restrictions of the HOP Program, including the future restrictions on the sale price which is enforceable by the seller of the property and assigned to EOCB, as well as the provisions for repayment of the HOP Program subsidy assistance payments and acknowledges receipt of a copy of this Disclosure Statement.

PLEASE DIRECT ALL CORRESPONDENCE AND QUESTIONS TO:

Secretary
Executive Office of Communities and Development
100 Cambridge Street, 14th Floor
Boston, Massachusetts 02202

All notices required in this Disclosure Statement must be given in writing and by hand delivery or posted in the United States mail by registered or certified mail.

305433 P190

AMENDMENT TO MASTER DEED
OF THE COURTYARD CONDOMINIUM
(Adding Phase 2 - Baxter)

WHEREAS ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, under Declaration of Trust dated May 13, 1988, and recorded with Middlesex North District Registry of Deeds in Book 4548, Page 49, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Chelmsford, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated December 12, 1990, with Middlesex North Registry of Deeds in Book 5404, Page 311, establishing THE COURTYARD CONDOMINIUM; and

WHEREAS, Paragraph 16 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to The Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at 360 Littleton Road, in said Chelmsford:

Units 1 through 18 inclusive, in the Baxter Building.

Said Units shall comprise Phase 2 on the area depicted as "Baxter Phase 2" on Plan of Land entitled "As Built Site Plan, The Courtyard in Chelmsford, Massachusetts, Dec. 1990, Marchionda & Associates, Inc.", which plan is to be recorded herewith in said Registry of Deeds, and which shows the new building being added to the Condominium.

Simultaneous with the recording of this Amendment, there is being recorded an amended Exhibit B describing the designations,

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305433 P191

locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

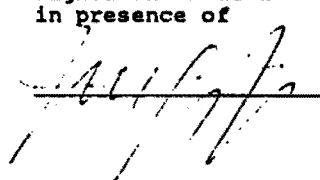
The building is constructed of the same materials as buildings in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5(d) of said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities as defined in the applicable provisions of said Master Deed.

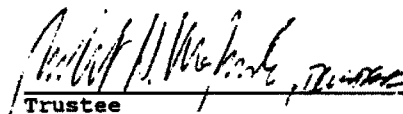
Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record, including but not limited to Condominium Phasing Lease dated December 12, 1990, and recorded with said Registry of Deeds in Book 5404, Page 305.

Executed as a Sealed Instrument on this 22^d day of JAN, 1991.

Signed and sealed
in presence of




Trustee

305433 P192

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

July 22, 1991

Then personally appeared the above-named
ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, and
acknowledged the foregoing instrument to be his free
act and deed, before me


James M. Geary, Jr.
NOTARY PUBLIC
My Commission Expires:

9-28-95

, 1991

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-95

EXHIBIT B
to Master Deed
Unit Designations
The Courtyard Condominium
APPLETON BUILDING
Phase 1

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTEREST |
|----------|-----------|--------------------|-----------|----------------------------|------------|
| 1 | 1 | 940 | 4 | H,B | 2.35 |
| 2 | 1 | 940 | 4 | H,B | 2.35 |
| 3 | 1 | 1094 | 4 | P | 2.35 |
| 4 | 1 | 1041 | 4 | H,B | 2.35 |
| 5 | 1 | 944 | 4 | H,B | 2.35 |
| 6 | 1 | 982 | 4 | P | 2.35 |
| 7 | 1 | 913 | 4 | H,B | 2.35 |
| 8 | 1 | 913 | 4 | H,B | 2.35 |
| 9 | 1 | 982 | 4 | P | 2.35 |
| 10 | 1 | 982 | 4 | P | 2.35 |
| 11 | 1 | 944 | 4 | H,B | 2.35 |
| 12 | 1 | 1041 | 4 | H,B | 2.35 |
| 13 | 1 | 1269 | 5 | P | 2.55 |
| 14 | 1 | 1041 | 4 | H,B | 2.35 |
| 15 | 1 | 944 | 4 | H,B | 2.35 |
| 16 | 1 | 913 | 4 | H,B | 2.35 |
| 17 | 1 | 913 | 4 | H,B | 2.35 |
| 18 | 1 | 982 | 4 | P | 2.35 |
| 19 | 1 | 944 | 4 | H,B | 2.35 |
| 20 | 1 | 1172 | 4 | H,B | 2.50 |
| 21 | 1 | 1404 | 5 | P | 2.75 |
| 22 | 1 | 940 | 4 | H,B | 2.35 |
| 23 | 1 | 940 | 4 | H,B | 2.35 |
| 24 | 1 | 1121 | 4 | P | 2.50 |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXHIBIT B
to Amendment to Master Deed
Unit Designations
The Courtyard Condominium
Baxter Building
Phase 2

| UNIT NO. | PHASE NO. | APPROXIMATE S.F. AREA | NO. ROOMS | % INTEREST |
|----------|-----------|-----------------------|-----------|------------|
| 1 | 2 | 1030 | 4 | 2.35 |
| 2 | 2 | 933 | 4 | 2.35 |
| 3 | 2 | 980 | 4 | 2.35 |
| 4 | 2 | 912 | 4 | 2.35 |
| 5 | 2 | 912 | 4 | 2.35 |
| 6 | 2 | 980 | 4 | 2.35 |
| 7 | 2 | 980 | 4 | 2.35 |
| 8 | 2 | 933 | 4 | 2.35 |
| 9 | 2 | 1030 | 4 | 2.35 |
| 10 | 2 | 1285 | 5 | 2.55 |
| 11 | 2 | 1030 | 4 | 2.35 |
| 12 | 2 | 933 | 4 | 2.35 |
| 13 | 2 | 912 | 4 | 2.35 |
| 14 | 2 | 912 | 4 | 2.35 |
| 15 | 2 | 980 | 4 | 2.35 |
| 16 | 2 | 933 | 4 | 2.35 |
| 17 | 2 | 1030 | 4 | 2.35 |
| 18 | 2 | 1285 | 5 | 2.55 |

The immediate common areas to which each unit has access is a common hallway.

AMENDMENT TO MASTER DEED
OF THE COURTYARD CONDOMINIUM
(Adding Phase 3 - Camden)

WHEREAS ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, under Declaration of Trust dated May 13, 1988, and recorded with Middlesex North District Registry of Deeds in Book 454, Page 49, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Chelmsford, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

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WHEREAS, the Declarant has caused to be recorded a Master Deed dated December 12, 1990, with Middlesex North Registry of Deeds in Book 5404, Page 311, as amended, establishing THE COURTYARD CONDOMINIUM; and

WHEREAS, Paragraph 16 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to The Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at 360 Littleton Road, in said Chelmsford:

Units 1 through 18 inclusive, in the Camden Building.
PLAN BEING RECORDED HEREWITH

Said Units shall comprise Phase 3 on the area depicted as "Camden Phase 3" on Plan of Land entitled "As Built Site Plan, Courtyard in Chelmsford, Massachusetts, Dec. 1990, Marchionda Associates, Inc.", which plan is recorded with said Registry of Deeds in Book of Plans 175, Plan 31, and which shows the new building being added to the Condominium.

Simultaneous with the recording of this Amendment, there is being recorded an amended Exhibit B describing the designation

locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

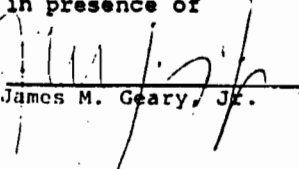
The building is constructed of the same materials as buildings in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5(d) of said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities as defined in the applicable provisions of said Master Deed.


Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record, including but not limited to Condominium Phasing Lease dated December 12, 1990, and recorded with said Registry of Deeds in Book 5404, Page 305.

Executed as a Sealed Instrument on this 25th day of April, 1991.

Signed and sealed
in presence of


James M. Geary, Jr.

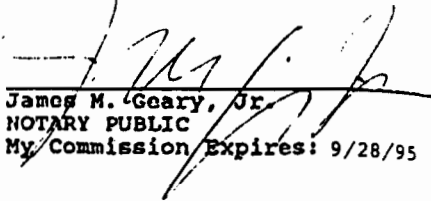

Trustee Robert H. McBride

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

April 25 , 1991

Then personally appeared the above-named
ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, and
acknowledged the foregoing instrument to be his free
act and deed, before me


James M. Geary, Jr.
NOTARY PUBLIC
My Commission Expires: 9/28/95

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- NO
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* Key

EXHIBIT B
to Amendment
to Master Deed
Unit Designations
The Courtyard Condominium
APPLETON BUILDING
Phase 1

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTEREST |
|----------|-----------|--------------------|-----------|----------------------------|------------|
| 1 | 1 | 940 | 4 | H,B | 1.65 |
| 2 | 1 | 940 | 4 | H,B | 1.65 |
| 3 | 1 | 1094 | 4 | P | 1.65 |
| 4 | 1 | 1041 | 4 | H,B | 1.65 |
| 5 | 1 | 944 | 4 | H,B | 1.65 |
| 6 | 1 | 982 | 4 | P | 1.65 |
| 7 | 1 | 913 | 4 | H,B | 1.65 |
| 8 | 1 | 913 | 4 | H,B | 1.65 |
| 9 | 1 | 982 | 4 | P | 1.65 |
| 10 | 1 | 982 | 4 | P | 1.65 |
| 11 | 1 | 944 | 4 | H,B | 1.65 |
| 12 | 1 | 1041 | 4 | H,B | 1.65 |
| 13 | 1 | 1269 | 5 | P | 1.75 |
| 14 | 1 | 1041 | 4 | H,B | 1.65 |
| 15 | 1 | 944 | 4 | H,B | 1.65 |
| 16 | 1 | 913 | 4 | H,B | 1.65 |
| 17 | 1 | 913 | 4 | H,B | 1.65 |
| 18 | 1 | 982 | 4 | P | 1.65 |
| 19 | 1 | 944 | 4 | H,B | 1.65 |
| 20 | 1 | 1172 | 4 | H,B | 1.75 |
| 21 | 1 | 1404 | 5 | P | 1.95 |
| 22 | 1 | 940 | 4 | H,B | 1.65 |
| 23 | 1 | 940 | 4 | H,B | 1.65 |
| 24 | 1 | 1121 | 4 | P | 1.75 |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXHIBIT B
to Amendment to Master Deed
Unit Designations
The Courtyard Condominium
Baxter Building
Phase 2

| UNIT NO. | PHASE NO. | APPROXIMATE S.F. AREA | NO. ROOMS | % INTEREST |
|-------------|--------------|--------------------------|--------------|------------|
| 1 | 2 | 1030 | 4 | 1.65 |
| 2 | 2 | 933 | 4 | 1.65 |
| 3 | 2 | 980 | 4 | 1.65 |
| 4 | 2 | 912 | 4 | 1.65 |
| 5 | 2 | 912 | 4 | 1.65 |
| 6 | 2 | 980 | 4 | 1.65 |
| 7 | 2 | 980 | 4 | 1.65 |
| 8 | 2 | 933 | 4 | 1.65 |
| 9 | 2 | 1030 | 4 | 1.65 |
| 10 | 2 | 1285 | 5 | 1.75 |
| 11 | 2 | 1030 | 4 | 1.65 |
| 12 | 2 | 933 | 4 | 1.65 |
| 13 | 2 | 912 | 4 | 1.65 |
| 14 | 2 | 912 | 4 | 1.65 |
| 15 | 2 | 980 | 4 | 1.65 |
| 16 | 2 | 933 | 4 | 1.65 |
| 17 | 2 | 1030 | 4 | 1.65 |
| 18 | 2 | 1285 | 5 | 1.75 |

The immediate common areas to which each unit has access is a common hallway.

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EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Camden Building-Phase 3)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 3 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 3 | 4 | 1026 | 1.65% |
| 2 | 3 | 4 | 932 | 1.65% |
| 3 | 3 | 4 | 979 | 1.65% |
| 4 | 3 | 4 | 911 | 1.65% |
| 5 | 3 | 4 | 911 | 1.65% |
| 6 | 3 | 4 | 979 | 1.65% |
| 7 | 3 | 4 | 979 | 1.65% |
| 8 | 3 | 4 | 932 | 1.65% |
| 9 | 3 | 4 | 1026 | 1.65% |
| 10 | 3 | 5 | 1275 | 1.75% |
| 11 | 3 | 4 | 1026 | 1.65% |
| 12 | 3 | 4 | 932 | 1.65% |
| 13 | 3 | 4 | 911 | 1.65% |
| 14 | 3 | 4 | 911 | 1.65% |
| 15 | 3 | 4 | 979 | 1.65% |
| 16 | 3 | 4 | 932 | 1.65% |
| 17 | 3 | 4 | 1026 | 1.65% |
| 18 | 3 | 5 | 1272 | 1.75% |

The immediate common area to which each unit has access is common hallway.

AMENDMENT TO MASTER DEED
OF THE COURTYARD CONDOMINIUM
(Adding Phase 4 - Devonshire)

WHEREAS ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY
Trust, under Declaration of Trust dated May 13, 1988, and recorded
with Middlesex North District Registry of Deeds in Book 4548, Page
40, of Chelmsford, Middlesex County, Massachusetts,
(the Trustee referred to as "Declarant") has submitted certain
provisions relating to the condominium form of ownership and use in a
Massachusetts Condominium with the provisions of Massachusetts General
Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master
Deed dated December 17, 1990, with Middlesex North Registry of
Deeds in Book 5404, Page 311, as amended, establishing THE
COURTYARD CONDOMINIUM; and

WHEREAS, Paragraph 16 of said Master Deed sets forth the
manner in which said Master Deed may be amended to add additional
units to the Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master
Deed of said Condominium in accordance with the applicable
provisions of said Master Deed by submitting to the
provisions of Massachusetts General Laws, Chapter 183A and to the
provisions of said Master Deed as amended as aforesaid, and any
and all of the provisions and conditions referred to in said
Master Deed as amended, the following units located at
100 Hillside Road, in said Chelmsford:

Units 1 through 18 inclusive, in the Devonshire Building.

Said units shall comprise Phase 4 on the area depicted as
"Devonshire Phase 4" on Plan of Land entitled "As Built Site Plan,
The Courtyard in Chelmsford, Massachusetts, Dec. 1990, Marchionda
& Associates, Inc.", which plan is recorded with said Registry of
Deeds in Plan Book 175, Plan 31, and which shows the new building
to be added to the Condominium.

In addition with the recording of this Amendment, there is
being recorded an amended Exhibit B describing the designations,

08/08/91 PLAN BOOK: 175 PAGE: 32

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locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statements required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The building is constructed of the same materials as buildings in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5(d) of said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all documents of record, including but not limited to Condominium Phasing Lease dated December 12, 1990, and recorded with said Registry of Deeds in Book 5404, Page 305.

Executed as a Sealed Instrument on this 7th day of August,

Signed and sealed
in presence of

Donald B. O'Connor

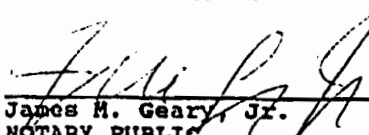
Robert H. McBride
Trustee, Robert H. McBride

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

August 7, 1991

Then personally appeared the above-named
ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, and
acknowledged the foregoing instrument to be his free
act and deed, before me



James M. Geary, Jr.
NOTARY PUBLIC
My Commission Expires: 9/28/95

EXHIBIT B
to Amendment
to Master Deed
Unit Designations
The Courtyard Condominium
APPLETON BUILDING
Phase 1

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTERE |
|----------|-----------|--------------------|-----------|----------------------------|----------|
| 1 | 1 | 940 | 4 | H,B | 1.27 |
| 2 | 1 | 940 | 4 | H,B | 1.27 |
| 3 | 1 | 1094 | 4 | P | 1.27 |
| 4 | 1 | 1041 | 4 | H,B | 1.27 |
| 5 | 1 | 944 | 4 | H,B | 1.27 |
| 6 | 1 | 982 | 4 | P | 1.27 |
| 7 | 1 | 913 | 4 | H,B | 1.27 |
| 8 | 1 | 913 | 4 | H,B | 1.27 |
| 9 | 1 | 982 | 4 | P | 1.27 |
| 10 | 1 | 982 | 4 | P | 1.27 |
| 11 | 1 | 944 | 4 | H,B | 1.27 |
| 12 | 1 | 1041 | 4 | H,B | 1.27 |
| 13 | 1 | 1269 | 5 | P | 1.36 |
| 14 | 1 | 1041 | 4 | H,B | 1.27 |
| 15 | 1 | 944 | 4 | H,B | 1.27 |
| 16 | 1 | 913 | 4 | H,B | 1.27 |
| 17 | 1 | 913 | 4 | H,B | 1.27 |
| 18 | 1 | 982 | 4 | P | 1.27 |
| 19 | 1 | 944 | 4 | H,B | 1.27 |
| 20 | 1 | 1172 | 4 | H,B | 1.36 |
| 21 | 1 | 1404 | 5 | P | 1.40 |
| 22 | 1 | 940 | 4 | H,B | 1.27 |
| 23 | 1 | 940 | 4 | H,B | 1.27 |
| 24 | 1 | 1121 | 4 | P | 1.36 |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXHIBIT B
to Amendment to Master Deed
Unit Designations
The Courtyard Condominium
Baxter Building
Phase 2

| UNIT NO. | PHASE NO. | APPROXIMATE S.F. AREA | NO. ROOMS | % INTEREST |
|----------|-----------|-----------------------|-----------|------------|
| 1 | 2 | 1030 | 4 | 1.27 |
| 2 | 2 | 933 | 4 | 1.27 |
| 3 | 2 | 980 | 4 | 1.27 |
| 4 | 2 | 912 | 4 | 1.27 |
| 5 | 2 | 912 | 4 | 1.27 |
| 6 | 2 | 980 | 4 | 1.27 |
| 7 | 2 | 980 | 4 | 1.27 |
| 8 | 2 | 933 | 4 | 1.27 |
| 9 | 2 | 1030 | 4 | 1.27 |
| 10 | 2 | 1285 | 5 | 1.36 |
| 11 | 2 | 1030 | 4 | 1.27 |
| 12 | 2 | 933 | 4 | 1.27 |
| 13 | 2 | 912 | 4 | 1.27 |
| 14 | 2 | 912 | 4 | 1.27 |
| 15 | 2 | 980 | 4 | 1.27 |
| 16 | 2 | 933 | 4 | 1.27 |
| 17 | 2 | 1030 | 4 | 1.27 |
| 18 | 2 | 1285 | 5 | 1.36 |

The immediate common areas to which each unit has access is a common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Camden Building-Phase 3)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 3 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 3 | 4 | 1026 | 1.27% |
| 2 | 3 | 4 | 932 | 1.27% |
| 3 | 3 | 4 | 979 | 1.27% |
| 4 | 3 | 4 | 911 | 1.27% |
| 5 | 3 | 4 | 911 | 1.27% |
| 6 | 3 | 4 | 979 | 1.27% |
| 7 | 3 | 4 | 979 | 1.27% |
| 8 | 3 | 4 | 932 | 1.27% |
| 9 | 3 | 4 | 1026 | 1.27% |
| 10 | 3 | 5 | 1275 | 1.36% |
| 11 | 3 | 4 | 1026 | 1.27% |
| 12 | 3 | 4 | 932 | 1.27% |
| 13 | 3 | 4 | 911 | 1.27% |
| 14 | 3 | 4 | 911 | 1.27% |
| 15 | 3 | 4 | 979 | 1.27% |
| 16 | 3 | 4 | 932 | 1.27% |
| 17 | 3 | 4 | 1026 | 1.27% |
| 18 | 3 | 5 | 1272 | 1.36% |

The immediate common area to which each unit has access is common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Devonshire Building-Phase 4)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 4 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 4 | 4 | 1043 | 1.27% |
| 2 | 4 | 4 | 923 | 1.27% |
| 3 | 4 | 4 | 976 | 1.27% |
| 4 | 4 | 4 | 907 | 1.27% |
| 5 | 4 | 4 | 907 | 1.27% |
| 6 | 4 | 4 | 976 | 1.27% |
| 7 | 4 | 4 | 976 | 1.27% |
| 8 | 4 | 4 | 923 | 1.27% |
| 9 | 4 | 4 | 1043 | 1.27% |
| 10 | 4 | 5 | 1279 | 1.36% |
| 11 | 4 | 4 | 1043 | 1.27% |
| 12 | 4 | 4 | 923 | 1.27% |
| 13 | 4 | 4 | 907 | 1.27% |
| 14 | 4 | 4 | 907 | 1.27% |
| 15 | 4 | 4 | 976 | 1.27% |
| 16 | 4 | 4 | 923 | 1.27% |
| 17 | 4 | 4 | 1043 | 1.27% |
| 18 | 4 | 5 | 1275 | 1.36% |

The immediate common area to which each unit has access is common hallway.

AMENDMENT TO MASTER DEED
 OF THE COURTYARD CONDOMINIUM
 (Adding Phase 5 - Exeter)

02/24/92 PLAN BOOK: 177 PAGE: 148

WHEREAS ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, under Declaration of Trust dated May 13, 1988, and recorded with Middlesex North District Registry of Deeds in Book 4548, Page 49, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Chelmsford, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

02/24/92 09:54:12

WHEREAS, the Declarant has caused to be recorded a Master Deed dated December 12, 1990, with Middlesex North Registry of Deeds in Book 5404, Page 311, as amended, establishing THE COURTYARD CONDOMINIUM; and

WHEREAS, Paragraph 16 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to The Condominium;

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NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed (I) by amending said Master Deed Section 5 (c)(i) and (ii) by adding the following alternative as it relates to Units in Phases 5 through 8:

02/24/92 PLAN BOOK: 177 PAGE: 147

(c) The boundaries of each of the Units in Phases 5 through 8 inclusive with respect to the floors, roof, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the upper surface of the concrete floor slab.

(ii) Ceiling: The plane of the lower surface of the roof rafters.

and (II) by amending said Master Deed by creating an alternative for Units in Phases 5 through 8 inclusive, by deleting Section 7 (b)(c) and (d) as it relates to said Phases only, and substituting a new Section (b) as follows, but only as it applies to said Phases 5 through 8 inclusive:

(b) Deck. Included with and appurtenant to each Unit is a deck which shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

and (III) by submitting to provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at 360 Littleton Road, in said Chelmsford

Units 1 through 20 inclusive, in the Exeter Building.

Said Units shall comprise Phase 5 on the area depicted as "Exeter Phase 5" on Plan of Land entitled "As Built Site Plan, The Courtyard in Chelmsford, Massachusetts, Feb, 1992, Marchionni & Associates, Inc.", which plan is recorded with said Registry Deeds herewith, and which shows the new building being added to the Condominium.

Simultaneous with the recording of this Amendment, there is being recorded an amended Exhibit B describing the designations locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percent interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

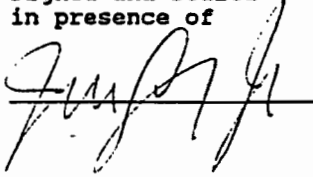
The building is constructed of the same materials as buildings in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5(d) of said Master Deed, or as amended by this Amendment. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities as defined in the applicable provisions of said Master Deed, as amended.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record, including but not limited to Condominium Phasing Lease dated December 12, 1990, and recorded with said Registry of Deeds in Book 5404, Page 305.

Executed as a Sealed Instrument on this 24th day of February, 1992

Signed and sealed
in presence of




Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

February 24, 1992

Then personally appeared the above-named ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, and acknowledged the foregoing instrument to be his free act and deed, before me

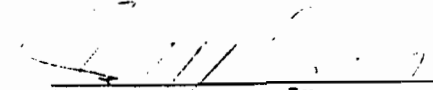

James M. Geary, Jr.
NOTARY PUBLIC
My Commission Expires:

EXHIBIT B
to Amendment
to Master Deed
Unit Designations
The Courtyard Condominium
APPLETON BUILDING
Phase I

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTEREST |
|----------|-----------|--------------------|-----------|----------------------------|------------|
| 1 | 1 | 940 | 4 | H,B | 1.0204 |
| 2 | 1 | 940 | 4 | H,B | 1.0204 |
| 3 | 1 | 1094 | 4 | P | 1.0204 |
| 4 | 1 | 1041 | 4 | H,B | 1.0204 |
| 5 | 1 | 944 | 4 | H,B | 1.0204 |
| 6 | 1 | 982 | 4 | P | 1.0204 |
| 7 | 1 | 913 | 4 | H,B | 1.0204 |
| 8 | 1 | 913 | 4 | H,B | 1.0204 |
| 9 | 1 | 982 | 4 | P | 1.0204 |
| 10 | 1 | 982 | 4 | P | 1.0204 |
| 11 | 1 | 944 | 4 | H,B | 1.0204 |
| 12 | 1 | 1041 | 4 | H,B | 1.0204 |
| 13 | 1 | 1269 | 5 | P | 1.0204 |
| 14 | 1 | 1041 | 4 | H,B | 1.0204 |
| 15 | 1 | 944 | 4 | H,B | 1.0204 |
| 16 | 1 | 913 | 4 | H,B | 1.0204 |
| 17 | 1 | 913 | 4 | H,B | 1.0204 |
| 18 | 1 | 982 | 4 | P | 1.0204 |
| 19 | 1 | 944 | 4 | H,B | 1.0204 |
| 20 | 1 | 1172 | 4 | H,B | 1.0204 |
| 21 | 1 | 1404 | 5 | P | 1.0204 |
| 22 | 1 | 940 | 4 | H,B | 1.0204 |
| 23 | 1 | 940 | 4 | H,B | 1.0204 |
| 24 | 1 | 1121 | 4 | P | 1.0204 |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXHIBIT B
to Amendment to Master Deed
Unit Designations
The Courtyard Condominium
Baxter Building
Phase 2

| UNIT NO. | PHASE NO. | APPROXIMATE S.F. AREA | NO. ROOMS | % INTEREST |
|-------------|--------------|--------------------------|--------------|------------|
| 1 | 2 | 1030 | 4 | 1.0204% |
| 2 | 2 | 933 | 4 | 1.0204% |
| 3 | 2 | 980 | 4 | 1.0204% |
| 4 | 2 | 912 | 4 | 1.0204% |
| 5 | 2 | 912 | 4 | 1.0204% |
| 6 | 2 | 980 | 4 | 1.0204% |
| 7 | 2 | 980 | 4 | 1.0204% |
| 8 | 2 | 933 | 4 | 1.0204% |
| 9 | 2 | 1030 | 4 | 1.0204% |
| 10 | 2 | 1285 | 5 | 1.0204% |
| 11 | 2 | 1030 | 4 | 1.0204% |
| 12 | 2 | 933 | 4 | 1.0204% |
| 13 | 2 | 912 | 4 | 1.0204% |
| 14 | 2 | 912 | 4 | 1.0204% |
| 15 | 2 | 980 | 4 | 1.0204% |
| 16 | 2 | 933 | 4 | 1.0204% |
| 17 | 2 | 1030 | 4 | 1.0204% |
| 18 | 2 | 1285 | 5 | 1.0204% |

The immediate common areas to which each unit has access is a common hallway.

EXHIBIT B
 to Amendment
 to Master Deed
 UNIT DESIGNATIONS
 THE COURTYARD CONDOMINIUM
 (Camden Building-Phase 3)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 3 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 3 | 4 | 1026 | 1.0204% |
| 2 | 3 | 4 | 932 | 1.0204% |
| 3 | 3 | 4 | 979 | 1.0204% |
| 4 | 3 | 4 | 911 | 1.0204% |
| 5 | 3 | 4 | 911 | 1.0204% |
| 6 | 3 | 4 | 979 | 1.0204% |
| 7 | 3 | 4 | 979 | 1.0204% |
| 8 | 3 | 4 | 932 | 1.0204% |
| 9 | 3 | 4 | 1026 | 1.0204% |
| 10 | 3 | 5 | 1275 | 1.0204% |
| 11 | 3 | 4 | 1026 | 1.0204% |
| 12 | 3 | 4 | 932 | 1.0204% |
| 13 | 3 | 4 | 911 | 1.0204% |
| 14 | 3 | 4 | 911 | 1.0204% |
| 15 | 3 | 4 | 979 | 1.0204% |
| 16 | 3 | 4 | 932 | 1.0204% |
| 17 | 3 | 4 | 1026 | 1.0204% |
| 18 | 3 | 5 | 1272 | 1.0204% |

The immediate common area to which each unit has access is common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Devonshire Building-Phase 4)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 4 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 4 | 4 | 1043 | 1.0204% |
| 2 | 4 | 4 | 923 | 1.0204% |
| 3 | 4 | 4 | 976 | 1.0204% |
| 4 | 4 | 4 | 907 | 1.0204% |
| 5 | 4 | 4 | 907 | 1.0204% |
| 6 | 4 | 4 | 976 | 1.0204% |
| 7 | 4 | 4 | 976 | 1.0204% |
| 8 | 4 | 4 | 923 | 1.0204% |
| 9 | 4 | 4 | 1043 | 1.0204% |
| 10 | 4 | 5 | 1279 | 1.0204% |
| 11 | 4 | 4 | 1043 | 1.0204% |
| 12 | 4 | 4 | 923 | 1.0204% |
| 13 | 4 | 4 | 907 | 1.0204% |
| 14 | 4 | 4 | 907 | 1.0204% |
| 15 | 4 | 4 | 976 | 1.0204% |
| 16 | 4 | 4 | 923 | 1.0204% |
| 17 | 4 | 4 | 1043 | 1.0204% |
| 18 | 4 | 5 | 1275 | 1.0204% |

The immediate common area to which each unit has access is common hallway.

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EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Exeter Building-Phase 5)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase 4 |
|----------|-----------|-----------------|------------------------|---|
| 1 | 5 | 4 | 1367 | 1.0204% |
| 2 | 5 | 4 | 1368 | 1.0204% |
| 3 | 5 | 4 | 1389 | 1.0204% |
| 4 | 5 | 4 | 1370 | 1.0204% |
| 5 | 5 | 5 | 1800 | 1.0204% |
| 6 | 5 | 5 | 1804 | 1.0204% |
| 7 | 5 | 5 | 1816 | 1.0204% |
| 8 | 5 | 5 | 1804 | 1.0204% |
| 9 | 5 | 4 | 1429 | 1.0204% |
| 10 | 5 | 4 | 1382 | 1.0204% |
| 11 | 5 | 4 | 1372 | 1.0204% |
| 12 | 5 | 4 | 1363 | 1.0204% |
| 13 | 5 | 4 | 1361 | 1.0204% |
| 14 | 5 | 4 | 1361 | 1.0204% |
| 15 | 5 | 5 | 1801 | 1.0204% |
| 16 | 5 | 5 | 1815 | 1.0204% |
| 17 | 5 | 5 | 1834 | 1.0204% |
| 18 | 5 | 5 | 1814 | 1.0204% |
| 19 | 5 | 4 | 1391 | 1.0204% |
| 20 | 5 | 4 | 1370 | 1.0204% |

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

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**AMENDMENT TO MASTER DEED
OF THE COURTYARD CONDOMINIUM
(Adding Phase 6 - Franklin)**

WHEREAS ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, under Declaration of Trust dated May 13, 1988, and recorded with Middlesex North District Registry of Deeds in Book 4548, Page 49, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Chelmsford, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated December 12, 1990, with Middlesex North Registry of Deeds in Book 5404, Page 311, as amended, establishing THE COURTYARD CONDOMINIUM; and

WHEREAS, Paragraph 16 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to The Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Amendments by amending said Master Deed and Amendments by submitting to provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at 360 Littleton Road, in said Chelmsford:

Units 1 through 20 inclusive, in the Franklin Building.

Said Units shall comprise Phase 6 on the area depicted as "Franklin Phase 6" on Plan of Land entitled "As Built Site Plan, The Courtyard in Chelmsford, Massachusetts, Feb, 1992, Marchionda & Associates, Inc.", which plan is recorded with said Registry of Deeds in Book 177, Plan 147, and which shows the new building being added to the Condominium.

Simultaneous with the recording of this Amendment, there is

06/17/92 PLAN BOOK: 179 PAGE: 125

06/17/92 11:15:11

10000

10000

being recorded an amended Exhibit B describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The building is constructed of the same materials as buildings in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5(d) of said Master Deed, as amended. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities as defined in the applicable provisions of said Master Deed, as amended.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record, including but not limited to Condominium Phasing Lease dated December 12, 1990, and recorded with said Registry of Deeds in Book 5404, Page 305.

Executed as a Sealed Instrument on this 16th day of June, 1992

Signed and sealed
in presence of

Roalie A. O'Connell

Christine M. McNeil, Trustee
Trustee

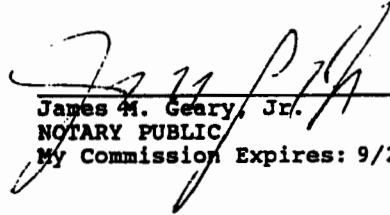
0 0 5 9 8 0 P 0 8 5

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

June 16, 1992

Then personally appeared the above-named
ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, and
acknowledged the foregoing instrument to be his free
act and deed, before me



James M. Geary, Jr.
NOTARY PUBLIC
My Commission Expires: 9/28/95

EXHIBIT B
to Amendment
to Master Deed
Unit Designations
The Courtyard Condominium
APPLETON BUILDING
Phase 1

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTERES |
|----------|-----------|--------------------|-----------|----------------------------|-----------|
| 1 | 1 | 940 | 4 | H,B | .8474% |
| 2 | 1 | 940 | 4 | H,B | .8474% |
| 3 | 1 | 1094 | 4 | P | .8474% |
| 4 | 1 | 1041 | 4 | H,B | .8474% |
| 5 | 1 | 944 | 4 | H,B | .8474% |
| 6 | 1 | 982 | 4 | P | .8474% |
| 7 | 1 | 913 | 4 | H,B | .8474% |
| 8 | 1 | 913 | 4 | H,B | .8474% |
| 9 | 1 | 982 | 4 | P | .8474% |
| 10 | 1 | 982 | 4 | P | .8474% |
| 11 | 1 | 944 | 4 | H,B | .8474% |
| 12 | 1 | 1041 | 4 | H,B | .8474% |
| 13 | 1 | 1269 | 5 | P | .8474% |
| 14 | 1 | 1041 | 4 | H,B | .8474% |
| 15 | 1 | 944 | 4 | H,B | .8474% |
| 16 | 1 | 913 | 4 | H,B | .8474% |
| 17 | 1 | 913 | 4 | H,B | .8474% |
| 18 | 1 | 982 | 4 | P | .8474% |
| 19 | 1 | 944 | 4 | H,B | .8474% |
| 20 | 1 | 1172 | 4 | H,B | .8474% |
| 21 | 1 | 1404 | 5 | P | .8474% |
| 22 | 1 | 940 | 4 | H,B | .8474% |
| 23 | 1 | 940 | 4 | H,B | .8474% |
| 24 | 1 | 1121 | 4 | P | .8474% |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXHIBIT B
to Amendment to Master Deed
Unit Designations
The Courtyard Condominium
Baxter Building
Phase 2

| UNIT NO. | PHASE NO. | APPROXIMATE S.F. AREA | NO. ROOMS | % INTEREST |
|-------------|--------------|--------------------------|--------------|------------|
| 1 | 2 | 1030 | 4 | .8474% |
| 2 | 2 | 933 | 4 | .8474% |
| 3 | 2 | 980 | 4 | .8474% |
| 4 | 2 | 912 | 4 | .8474% |
| 5 | 2 | 912 | 4 | .8474% |
| 6 | 2 | 980 | 4 | .8474% |
| 7 | 2 | 980 | 4 | .8474% |
| 8 | 2 | 933 | 4 | .8474% |
| 9 | 2 | 1030 | 4 | .8474% |
| 10 | 2 | 1285 | 5 | .8474% |
| 11 | 2 | 1030 | 4 | .8474% |
| 12 | 2 | 933 | 4 | .8474% |
| 13 | 2 | 912 | 4 | .8474% |
| 14 | 2 | 912 | 4 | .8474% |
| 15 | 2 | 980 | 4 | .8474% |
| 16 | 2 | 933 | 4 | .8474% |
| 17 | 2 | 1030 | 4 | .8474% |
| 18 | 2 | 1285 | 5 | .8474% |

The immediate common areas to which each unit has access is a common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Camden Building-Phase 3)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 3 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 3 | 4 | 1026 | .8474% |
| 2 | 3 | 4 | 932 | .8474% |
| 3 | 3 | 4 | 979 | .8474% |
| 4 | 3 | 4 | 911 | .8474% |
| 5 | 3 | 4 | 911 | .8474% |
| 6 | 3 | 4 | 979 | .8474% |
| 7 | 3 | 4 | 979 | .8474% |
| 8 | 3 | 4 | 932 | .8474% |
| 9 | 3 | 4 | 1026 | .8475% |
| 10 | 3 | 5 | 1275 | .8475% |
| 11 | 3 | 4 | 1026 | .8475% |
| 12 | 3 | 4 | 932 | .8475% |
| 13 | 3 | 4 | 911 | .8475% |
| 14 | 3 | 4 | 911 | .8475% |
| 15 | 3 | 4 | 979 | .8475% |
| 16 | 3 | 4 | 932 | .8475% |
| 17 | 3 | 4 | 1026 | .8475% |
| 18 | 3 | 5 | 1272 | .8475% |

The immediate common area to which each unit has access is common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Devonshire Building-Phase 4)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 4 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 4 | 4 | 1043 | .8475% |
| 2 | 4 | 4 | 923 | .8475% |
| 3 | 4 | 4 | 976 | .8475% |
| 4 | 4 | 4 | 907 | .8475% |
| 5 | 4 | 4 | 907 | .8475% |
| 6 | 4 | 4 | 976 | .8475% |
| 7 | 4 | 4 | 976 | .8475% |
| 8 | 4 | 4 | 923 | .8475% |
| 9 | 4 | 4 | 1043 | .8475% |
| 10 | 4 | 5 | 1279 | .8475% |
| 11 | 4 | 4 | 1043 | .8475% |
| 12 | 4 | 4 | 923 | .8475% |
| 13 | 4 | 4 | 907 | .8475% |
| 14 | 4 | 4 | 907 | .8475% |
| 15 | 4 | 4 | 976 | .8475% |
| 16 | 4 | 4 | 923 | .8475% |
| 17 | 4 | 4 | 1043 | .8475% |
| 18 | 4 | 5 | 1275 | .8475% |

The immediate common area to which each unit has access is common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Exeter Building-Phase 5)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase 5 |
|----------|-----------|-----------------|------------------------|---|
| 1 | 5 | 4 | 1367 | .8475% |
| 2 | 5 | 4 | 1368 | .8475% |
| 3 | 5 | 4 | 1389 | .8475% |
| 4 | 5 | 4 | 1370 | .8475% |
| 5 | 5 | 5 | 1800 | .8475% |
| 6 | 5 | 5 | 1804 | .8475% |
| 7 | 5 | 5 | 1816 | .8475% |
| 8 | 5 | 5 | 1804 | .8475% |
| 9 | 5 | 4 | 1429 | .8475% |
| 10 | 5 | 4 | 1382 | .8475% |
| 11 | 5 | 4 | 1372 | .8475% |
| 12 | 5 | 4 | 1363 | .8475% |
| 13 | 5 | 4 | 1361 | .8475% |
| 14 | 5 | 4 | 1361 | .8475% |
| 15 | 5 | 5 | 1801 | .8475% |
| 16 | 5 | 5 | 1815 | .8475% |
| 17 | 5 | 5 | 1834 | .8475% |
| 18 | 5 | 5 | 1814 | .8475% |
| 19 | 5 | 4 | 1391 | .8475% |
| 20 | 5 | 4 | 1370 | .8475% |

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Franklin Building-Phase 6)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase 6 |
|----------|-----------|-----------------|------------------------|---|
| 1 | 6 | 5 | 1734 | .8475% |
| 2 | 6 | 5 | 1733 | .8475% |
| 3 | 6 | 4 | 1431 | .8475% |
| 4 | 6 | 4 | 1417 | .8475% |
| 5 | 6 | 5 | 1883 | .8475% |
| 6 | 6 | 5 | 1887 | .8475% |
| 7 | 6 | 5 | 1889 | .8475% |
| 8 | 6 | 5 | 1880 | .8475% |
| 9 | 6 | 5 | 1721 | .8475% |
| 10 | 6 | 4 | 1425 | .8475% |
| 11 | 6 | 5 | 1660 | .8475% |
| 12 | 6 | 5 | 1744 | .8475% |
| 13 | 6 | 5 | 1746 | .8475% |
| 14 | 6 | 4 | 1429 | .8475% |
| 15 | 6 | 5 | 1890 | .8475% |
| 16 | 6 | 5 | 1889 | .8475% |
| 17 | 6 | 5 | 1890 | .8475% |
| 18 | 6 | 5 | 1886 | .8475% |
| 19 | 6 | 4 | 1427 | .8475% |
| 20 | 6 | 5 | 1413 | .8475% |

Handwritten scribbles and a vertical note:
with Reg. of Deeds

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

UNIT PLAN RECORDED HEREWITH

AMENDMENT TO MASTER DEED
OF THE COURTYARD CONDOMINIUM
(Adding Phase 8 - Hawthorne)

6256/5

WHEREAS ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY RUST, under Declaration of Trust dated May 13, 1988, and recorded with Middlesex North District Registry of Deeds in Book 4548, Page 49, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Chelmsford, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated December 12, 1990, with Middlesex North Registry of Deeds in Book 5404, Page 311, as amended, establishing THE COURTYARD CONDOMINIUM; and

WHEREAS, Paragraph 16 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to The Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Amendments by amending said Master Deed and Amendments by submitting to provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at 360 Littleton Road, in said Chelmsford:

Units 1 through 20 inclusive, in the Hawthorne Building.

Said Units shall comprise Phase 8 on the area depicted as "Hawthorne Phase 8" on Plan of Land entitled "As Built Site Plan, The Courtyard in Chelmsford, Massachusetts, 9/28, 1992, Marchionda & Associates, Inc.", which plan is recorded with said Registry of Deeds in Book 179, Plan 114 and which shows the new building being added to the Condominium.

Simultaneous with the recording of this Amendment, there is

12/14/92 PLAN BOOK: 180 PAGE: 78

12/14/92 10:47:01

71933 25.25 12

being recorded an amended Exhibit B describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

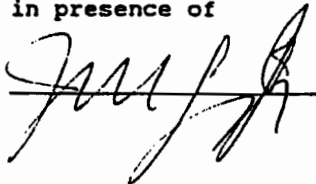
The building is constructed of the same materials as buildings in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5(d) of said Master Deed, as amended. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities as defined in the applicable provisions of said Master Deed, as amended.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record, including but not limited to the Condominium Plan of the same recorded in the Registry of Deeds in the County of Suffolk, Massachusetts.

Executed as a Sealed Instrument on this 14th day of December 1992

Signed and sealed in presence of



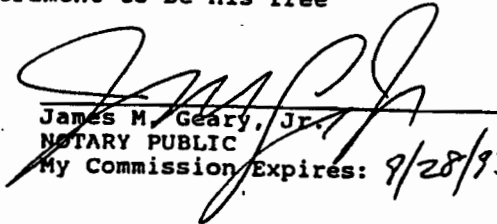

Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

December 14, 1992

Then personally appeared the above-named
ROBERT H. MC BRIDE, Trustee, THE COMMONS REALTY TRUST, and
acknowledged the foregoing instrument to be his free
act and deed, before me


James M. Geary, Jr.
NOTARY PUBLIC
My Commission Expires: 9/28/95

B 0 6 2 5 6 P 0 5 4

EXHIBIT B
to Amendment
to Master Deed
Unit Designations
The Courtyard Condominium
APPLETON BUILDING
Phase 1

| UNIT NO. | PHASE NO. | APPROX. S. F. AREA | NO. ROOMS | IMMED. ADJAC. COMMON AREA* | % INTEREST |
|----------|-----------|--------------------|-----------|----------------------------|------------|
| 1 | 1 | 940 | 4 | H,B | .6330 |
| 2 | 1 | 940 | 4 | H,B | .6330 |
| 3 | 1 | 1094 | 4 | P | .6330 |
| 4 | 1 | 1041 | 4 | H,B | .6330 |
| 5 | 1 | 944 | 4 | H,B | .6330 |
| 6 | 1 | 982 | 4 | P | .6330 |
| 7 | 1 | 913 | 4 | H,B | .6330 |
| 8 | 1 | 913 | 4 | H,B | .6330 |
| 9 | 1 | 982 | 4 | P | .6330 |
| 10 | 1 | 982 | 4 | P | .6330 |
| 11 | 1 | 944 | 4 | H,B | .6330 |
| 12 | 1 | 1041 | 4 | H,B | .6330 |
| 13 | 1 | 1269 | 5 | P | .6330 |
| 14 | 1 | 1041 | 4 | H,B | .6330 |
| 15 | 1 | 944 | 4 | H,B | .6330 |
| 16 | 1 | 913 | 4 | H,B | .6330 |
| 17 | 1 | 913 | 4 | H,B | .6330 |
| 18 | 1 | 982 | 4 | P | .6330 |
| 19 | 1 | 944 | 4 | H,B | .6329 |
| 20 | 1 | 1172 | 4 | H,B | .6329 |
| 21 | 1 | 1404 | 5 | P | .6329 |
| 22 | 1 | 940 | 4 | H,B | .6329 |
| 23 | 1 | 940 | 4 | H,B | .6329 |
| 24 | 1 | 1121 | 4 | P | .6329 |

* Key: H= Common Hallway
B= Balcony
P= Patio

EXHIBIT B
to Amendment to Master Deed
Unit Designations
The Courtyard Condominium
Baxter Building
Phase 2

| UNIT NO. | PHASE NO. | APPROXIMATE S.F. AREA | NO. ROOMS | % INTEREST |
|-------------|--------------|--------------------------|--------------|------------|
| 1 | 2 | 1030 | 4 | .6329 |
| 2 | 2 | 933 | 4 | .6329 |
| 3 | 2 | 980 | 4 | .6329 |
| 4 | 2 | 912 | 4 | .6329 |
| 5 | 2 | 912 | 4 | .6329 |
| 6 | 2 | 980 | 4 | .6329 |
| 7 | 2 | 980 | 4 | .6329 |
| 8 | 2 | 933 | 4 | .6329 |
| 9 | 2 | 1030 | 4 | .6329 |
| 10 | 2 | 1285 | 5 | .6329 |
| 11 | 2 | 1030 | 4 | .6329 |
| 12 | 2 | 933 | 4 | .6329 |
| 13 | 2 | 912 | 4 | .6329 |
| 14 | 2 | 912 | 4 | .6329 |
| 15 | 2 | 980 | 4 | .6329 |
| 16 | 2 | 933 | 4 | .6329 |
| 17 | 2 | 1030 | 4 | .6329 |
| 18 | 2 | 1285 | 5 | .6329 |

The immediate common areas to which each unit has access is a common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Camden Building-Phase 3)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 3 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 3 | 4 | 1026 | .6329% |
| 2 | 3 | 4 | 932 | .6329% |
| 3 | 3 | 4 | 979 | .6329% |
| 4 | 3 | 4 | 911 | .6329% |
| 5 | 3 | 4 | 911 | .6329% |
| 6 | 3 | 4 | 979 | .6329% |
| 7 | 3 | 4 | 979 | .6329% |
| 8 | 3 | 4 | 932 | .6329% |
| 9 | 3 | 4 | 1026 | .6329% |
| 10 | 3 | 5 | 1275 | .6329% |
| 11 | 3 | 4 | 1026 | .6329% |
| 12 | 3 | 4 | 932 | .6329% |
| 13 | 3 | 4 | 911 | .6329% |
| 14 | 3 | 4 | 911 | .6329% |
| 15 | 3 | 4 | 979 | .6329% |
| 16 | 3 | 4 | 932 | .6329% |
| 17 | 3 | 4 | 1026 | .6329% |
| 18 | 3 | 5 | 1272 | .6329% |

The immediate common area to which each unit has access is common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Devonshire Building-Phase 4)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA | PROPORTIONATE INTEREST (PERCENTAGE) Phase 4 |
|----------|-----------|-----------------|----------------------|---|
| 1 | 4 | 4 | 1043 | .6329% |
| 2 | 4 | 4 | 923 | .6329% |
| 3 | 4 | 4 | 976 | .6329% |
| 4 | 4 | 4 | 907 | .6329% |
| 5 | 4 | 4 | 907 | .6329% |
| 6 | 4 | 4 | 976 | .6329% |
| 7 | 4 | 4 | 976 | .6329% |
| 8 | 4 | 4 | 923 | .6329% |
| 9 | 4 | 4 | 1043 | .6329% |
| 10 | 4 | 5 | 1279 | .6329% |
| 11 | 4 | 4 | 1043 | .6329% |
| 12 | 4 | 4 | 923 | .6329% |
| 13 | 4 | 4 | 907 | .6329% |
| 14 | 4 | 4 | 907 | .6329% |
| 15 | 4 | 4 | 976 | .6329% |
| 16 | 4 | 4 | 923 | .6329% |
| 17 | 4 | 4 | 1043 | .6329% |
| 18 | 4 | 5 | 1275 | .6329% |

The immediate common area to which each unit has access is common hallway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Exeter Building-Phase 5)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase 5 |
|----------|-----------|-----------------|------------------------|---|
| 1 | 5 | 4 | 1367 | .6329% |
| 2 | 5 | 4 | 1368 | .6329% |
| 3 | 5 | 4 | 1389 | .6329% |
| 4 | 5 | 4 | 1370 | .6329% |
| 5 | 5 | 5 | 1800 | .6329% |
| 6 | 5 | 5 | 1804 | .6329% |
| 7 | 5 | 5 | 1816 | .6329% |
| 8 | 5 | 5 | 1804 | .6329% |
| 9 | 5 | 4 | 1429 | .6329% |
| 10 | 5 | 4 | 1382 | .6329% |
| 11 | 5 | 4 | 1372 | .6329% |
| 12 | 5 | 4 | 1363 | .6329% |
| 13 | 5 | 4 | 1361 | .6329% |
| 14 | 5 | 4 | 1361 | .6329% |
| 15 | 5 | 5 | 1801 | .6329% |
| 16 | 5 | 5 | 1815 | .6329% |
| 17 | 5 | 5 | 1834 | .6329% |
| 18 | 5 | 5 | 1814 | .6329% |
| 19 | 5 | 4 | 1391 | .6329% |
| 20 | 5 | 4 | 1370 | .6329% |

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

EXHIBIT B
 to Amendment
 to Master Deed
 UNIT DESIGNATIONS
 THE COURTYARD CONDOMINIUM
 (Franklin Building-Phase 6)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase 6 |
|----------|-----------|-----------------|------------------------|---|
| 1 | 6 | 5 | 1734 | .6329% |
| 2 | 6 | 5 | 1733 | .6329% |
| 3 | 6 | 4 | 1431 | .6329% |
| 4 | 6 | 4 | 1417 | .6329% |
| 5 | 6 | 5 | 1883 | .6329% |
| 6 | 6 | 5 | 1887 | .6329% |
| 7 | 6 | 5 | 1889 | .6329% |
| 8 | 6 | 5 | 1880 | .6329% |
| 9 | 6 | 5 | 1721 | .6329% |
| 10 | 6 | 4 | 1425 | .6329% |
| 11 | 6 | 5 | 1660 | .6329% |
| 12 | 6 | 5 | 1744 | .6329% |
| 13 | 6 | 5 | 1746 | .6329% |
| 14 | 6 | 4 | 1429 | .6329% |
| 15 | 6 | 5 | 1890 | .6329% |
| 16 | 6 | 5 | 1889 | .6329% |
| 17 | 6 | 5 | 1890 | .6329% |
| 18 | 6 | 5 | 1886 | .6329% |
| 19 | 6 | 4 | 1427 | .6329% |
| 20 | 6 | 5 | 1413 | .6329% |

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Greenwood Building-Phase 7)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase 7 |
|----------|-----------|-----------------|------------------------|---|
| 1 | 7 | 5 | 1641 | .6329% |
| 2 | 7 | 5 | 1639 | .6329% |
| 3 | 7 | 5 | 1571 | .6329% |
| 4 | 7 | 5 | 1553 | .6329% |
| 5 | 7 | 5 | 1792 | .6329% |
| 6 | 7 | 5 | 1795 | .6329% |
| 7 | 7 | 5 | 1794 | .6329% |
| 8 | 7 | 5 | 1785 | .6329% |
| 9 | 7 | 5 | 1613 | .6329% |
| 10 | 7 | 5 | 1562 | .6329% |
| 11 | 7 | 5 | 1554 | .6329% |
| 12 | 7 | 5 | 1640 | .6329% |
| 13 | 7 | 5 | 1629 | .6329% |
| 14 | 7 | 5 | 1569 | .6329% |
| 15 | 7 | 5 | 1790 | .6329% |
| 16 | 7 | 5 | 1794 | .6329% |
| 17 | 7 | 5 | 1803 | .6329% |
| 18 | 7 | 5 | 1794 | .6329% |
| 19 | 7 | 5 | 1578 | .6329% |
| 20 | 7 | 5 | 1555 | .6329% |

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

EXHIBIT B
to Amendment
to Master Deed
UNIT DESIGNATIONS
THE COURTYARD CONDOMINIUM
(Hawthorne Building-Phase 8)

| UNIT NO. | PHASE NO. | NUMBER OF ROOMS | APPROX. SQ. FT. AREA * | PROPORTIONATE INTEREST (PERCENTAGE) Phase |
|----------|-----------|-----------------|------------------------|---|
| 1 | 8 | 5 | 1649 | .6329% |
| 2 | 8 | 5 | 1645 | .6329% |
| 3 | 8 | 5 | 1639 | .6329% |
| 4 | 8 | 5 | 1634 | .6329% |
| 5 | 8 | 5 | 1796 | .6329% |
| 6 | 8 | 5 | 1807 | .6329% |
| 7 | 8 | 5 | 1802 | .6329% |
| 8 | 8 | 5 | 1799 | .6329% |
| 9 | 8 | 5 | 1627 | .6329% |
| 10 | 8 | 5 | 1632 | .6329% |
| 11 | 8 | 5 | 1624 | .6329% |
| 12 | 8 | 5 | 1643 | .6329% |
| 13 | 8 | 5 | 1643 | .6329% |
| 14 | 8 | 5 | 1577 | .6329% |
| 15 | 8 | 5 | 1798 | .6329% |
| 16 | 8 | 5 | 1804 | .6329% |
| 17 | 8 | 5 | 1807 | .6329% |
| 18 | 8 | 5 | 1802 | .6329% |
| 19 | 8 | 5 | 1633 | .6329% |
| 20 | 8 | 5 | 1629 | .6329% |

* includes basement area

The immediate common area to which each unit has access is steps and walkway.

(Handwritten signature)