



2004 00158941

Bk: 43097 Pg: 163 Doc: MD
Page: 1 of 22 06/21/2004 01:02 PM

WJ 2

**MASTER DEED
JOHNSON WOODS CONDOMINIUM**

THIS MASTER DEED made this 30th day of December 2003 by Johnson Woods Realty Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts, 8 Doaks Lane, Marblehead, Massachusetts 01945 (hereinafter the "Declarant"), being the sole owner of the land in Reading, Middlesex County, Massachusetts described in Exhibit A-1 attached hereto and made a part hereof, by duly executing and filing this Master Deed at the Middlesex South District Registry of Deeds and the Middlesex South District Land Registration Office of the Land Court (both herein sometimes called the "Registry"), does hereby submit said land, together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended (hereinafter "The Act") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of The Act, and to that end declares and provides the following:

PLAN # 658 00 2024

1. Condominium Phasing. The Condominium is planned to be developed as a phased Condominium, each phase of which shall include one or more buildings containing one or more Condominium Units. The Condominium includes the Current Phase as shown on the Plan described in Exhibit A-2 attached hereto and made a part hereof. Paragraph 16 hereof sets forth the procedures whereby the Declarant reserves the right and easement to amend this Master Deed, without the need for the consent (except as in said paragraph 16 already granted) or signature of 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, so as to add phases to the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said rights to add phases.

2. Name. The name of the Condominium shall be **JOHNSON WOODS CONDOMINIUM**.

3. Description of the Land. The land (hereinafter the "Land") upon which the buildings and improvements are situated on West Street, Reading, Middlesex County, Massachusetts and is described in said Exhibit A-1 attached hereto and made a part hereof. The Land is subject the encumbrances referenced in Exhibit A-1.

4. Description of the Buildings. The buildings (hereinafter the "Buildings") on the Land are described in Exhibit B attached hereto and made a part hereof, as Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 16 hereof.

5. Designation of the Units and Their Boundaries.

(a) The Condominium presently consists of the Units situated in the Building(s) shown on the site plan to be recorded herewith (said Units together with all other Units subsequently added to the Condominium pursuant to paragraph 16 hereof as part of future phases are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of each of said Units in the first phase are set forth in Exhibit C attached hereto and made a part hereof and are shown on the Site Plan and Unit Floor Plans recorded herewith.

The said Unit Floor Plans show the layout, locations, unit numbers and dimensions of said Units as built, abutting units and access to the units, indicate that the Building(s) are labeled as set forth in Exhibit B

*Latham, Latham + Lamond
643 Main St.
Reading, Ma 01867*

** DUP LO CT*

attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act.

(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 C hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with each 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 the Units forming part thereof.

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

(i) Floors: The plane of the upper surface of the subflooring or the surface of the basement floor.

(ii) Ceilings: The plane of the lower surface of the ceiling joists;

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the demising walls facing the Unit; as to the doors to common areas (exterior doors), the exterior surfaces thereof; as to the exterior door frames and window frames, the interior surfaces thereof; and as to the windows, the exterior surface of the glass and sash.

(d) All glass window panes shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned by the Unit Owner thereof.

(e) All hardware, including, without limitation, locks and hinges and interior window mullions, which are part of or connected to the windows shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and maintained and repaired by the Unit Owner thereof.

Any storm and screen windows 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, but shall be initially installed only with the written consent of the Declarant.

Each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, the stud between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, attic spaces, corridors, hallways, elevators and stairways outside the Unit's boundaries, exterior window and door frames, exterior steps and landings, lawns, driveways, parking areas and structures, walks and all conduits, ducts, pipes, flues 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.

Each Unit includes the ownership of all utility installations which exclusively serve the Unit whether or not contained within the boundaries of the Unit.

Each Unit shall include an easement right to use one or more parking spaces, if any, as are shown on the floor plans attached to this Master Deed as shall be assigned by the Declarant to that Unit and as shall be set forth in the first deed of such Unit.

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.

Each Unit shall have as appurtenant thereto the right to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Exclusive Easement Areas" in paragraph 8 hereof.

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 Exclusive Easement Areas described in paragraph 8 hereof which are reserved for the exclusive easement of use for the Units to which such Exclusive Easement Areas appertain.

6. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Buildings and improvements thereon shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A-1 hereto, 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 and studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, attic spaces, corridors, hallways, elevators and stairways outside the Unit's boundaries, exterior window and door frames, exterior steps and landings, lawns, driveways, parking areas (subject to the exclusive rights as to parking spaces that may be given to other units owners) and walks.
- (c) All conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity, heated or cooled air, exhaust from fireplaces or furnaces, telephone and sprinkler services, 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, not including those installations or facilities which, although located outside a unit, exclusively serve a single Unit.
- (d) In general any and all apparatus, equipment and installations existing for common use.
- (e) Such additional Common Areas and Facilities as may be defined in The Act.

The Declarant has reserved the right and easement 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 amendment to this Master Deed adding such future phases to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive easement provisions of paragraph 8 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. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined in accordance with the Act upon the basis of the approximate relation that the fair value of each Unit measured as of the date this Master Deed is executed or amended, not considering the value of the exclusive right to use parking spaces bears to the aggregate fair value of all Units also measured as the date of this Master Deed is executed or amended. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C hereto, as said Exhibit C may hereafter be amended in accordance with the provisions of The Act as additional phases are added to the Condominium pursuant to paragraph 16 hereof. The fair value of any affordable units shall take into consideration the restrictions placed upon those units.

8. Exclusive Easement Areas. The following portions of the Common Areas and Facilities are hereby designated Exclusive Easement Areas appurtenant to one or more Units as hereinafter described: Each Unit Owner shall have the exclusive easement right to use the parking space(s) allocated by the Declarant to such Unit, if any, as set forth in the first deed to such Unit or in a subsequent instrument of conveyance from the Declarant to such Unit Owner, as more particularly described in paragraph 21 hereof. The said Exclusive Easement Areas 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 and easement 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 deeded to the Condominium as part of future phases. Such assignments of Exclusive Easement Areas may vary from the Exclusive Easement Areas assigned and described in this paragraph 8, and if such variations shall occur, they shall be specified in the amendments to this Master Deed adding such future phases.

9. Purpose and Restrictions on Use. the Condominium shall be used for the following purposes and shall be subject to the following restrictions:

(a) Each Unit shall be used only for residential purposes. The Condominium Trustees may (but shall not be obligated to) in their discretion, subject to applicable zoning bylaws, grant written permission for a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant, insurance agent or like professional person residing in any Unit to maintain therein an office for his personal professional use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised, held out or used as a place to see, visit or consult with or provide any service to clients, patients, or customers.

(b) The architectural integrity of the Building(s) shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight, chimney, enclosure, awning, screen, interior or exterior window mullion, antenna, air conditioning unit, sign, including but not limited to "for-sale" sign, banner or other device and no change, addition, structure, projection decoration or other feature shall be erected or placed upon or attached to the Building(s) or attached to or exhibited through a window of the Building(s) and no painting, removal or replacement of windows or interior or exterior window mullions or other painting or decorating shall be done on any part or surface of the Building(s).

(c) Curtains, draperies and shades for each Unit shall be white or lined with white fabric, unless an alternate color shall have been approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and shall conform to the conditions set forth in said Section 5.9 of the Condominium Trust. Any Unit Owner proposing to install curtains or draperies may request the Condominium Trustees, to approve such curtains or draperies prior to installation and, if such approval shall have been given, the Condominium Trustees shall be estopped from ordering the removal of such

curtains or draperies. If such approval is not sought or obtained, the Condominium Trustees may order the removal of any curtains or draperies, even if white or lined with white fabric, if the Condominium Trustees determine, in their sole discretion, that such curtains or draperies are not appropriate. (See also paragraph 10 hereof). The Condominium Trustees may establish other rules and regulations controlling the color and design of shades, curtains, draperies or other window treatment that may be seen from outside of a building

Except as allowed the Declarant as to future phasing and as otherwise provided in Section 5.3.1 of the Condominium Trust, no Unit Owner shall make any addition, alteration or improvement to his Unit which would encroach upon the Common Areas and Facilities without the prior written approval of the Trustees and all Unit Owners and First Mortgagees (as defined in paragraph 19 hereof)

(e) In order to provide for a predominantly owner-occupied Condominium, no Unit Owner except the Declarant, may lease, rent or license the use of his Unit without the prior written consent of the Condominium Trustees, which consent may be withheld with or without cause and which consent shall be withheld if the leasing, renting or licensing of any Unit would result in a total number of owner-occupied Units that is less than 80% of all Units in the Condominium. Each Unit Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees and all other occupants therein. Therefore, each Unit Owner who leases, rents or licenses the use of his or her Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of (i) any damage or injury, actual or claimed, to person or property caused by any of his or her lessees, tenants, licensees or other occupants of his or her Unit claiming by, through or under such person, or (ii) any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his or her lessees, tenants, licensees or other such occupants to enforce the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws. Any lease or rental agreement shall be in writing and shall be specifically subject to the requirements of this Master Deed, the Declaration of Trust and By-Laws and the condominium rules adopted pursuant to the By-Laws (the "Condominium Rules"). No Unit shall be leased for less than a six-month period. Notwithstanding the above, if this restriction would disqualify the affordable units (paragraph 28) from being approved as eligible housing by the Department of Housing and Community Development, the affordable units (paragraph 28) shall be exempt for this provision to the minimum amount necessary to cause those units to so qualify. No owner of an affordable unit may rent that unit contrary to rental restrictions imposed on the unit. No owner of an affordable unit may rent his unit for longer than one year in the aggregate during his ownership.

(f) All use and maintenance of Units and the Common Areas and Facilities (including the Exclusive Easement 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 or the Exclusive Easement Areas appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units and their appurtenant Exclusive Easement Areas.

(g) No Unit or any part of the Common Areas and Facilities (including the Exclusive Easement 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 and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

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, the Condominium Trustees may grant written consent to exceptions to such restrictions. 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. In the event of a conflict between said restrictions and the Fair Housing Amendments Act of 1988, said law shall control. No Unit Owner shall be liable for any breach of the provisions of this paragraph 9, except such as occur during his ownership of a Unit.

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 (including any Units that may be added pursuant to paragraph 16 hereof), 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 and easement to:

- (i) To Lease and license the use of any unsold Unit;
- (ii) To use any Unit owned by the Declarant as a model/sales office for display for purposes of sale or leasing of condominium units and/or for the storage of materials;
- (iii) To designate a certain number of parking spaces for use by sales office personnel until all Units have been sold; and
- (iv) To maintain a construction trailer or trailers in the Common Areas until construction of the Condominium is completed.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable for the marketing and sale of the Condominium and for its identification.

(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 his agents, representatives, employees and contractors the right and easement to enter each Unit and the Common Areas and Facilities from time to time, at reasonable hours with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings (but not the relocation or removal of a building in which a Unit owned by someone else is located) and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future 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 easement and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

(d) Notwithstanding any provision of the Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its successors and assigns the right and easement to grant easements for utilities, parking, roadways, driveways and walkways and any other purpose for which

easements may be granted and each Unit Owner, by acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant and its successors and assigns as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements and does further agree to, for himself and his successors and assigns to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(e) The rights reserved by the Declarant under this paragraph 10 shall expire ten (10) years after the date of the recording of this Master Deed, provided that said expiration date may be extended by the Declarant by a written instrument recorded with the Registry and provided that said reserved rights shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to paragraph 16 hereof reach the maximum limit of One Hundred Sixty-One Units; or

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

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 and the Exclusive Easement Areas appurtenant thereto:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building.

(b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

12. The Unit Owners Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Johnson Woods Condominium Trust (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be filed with the Registry herewith. Each Unit Owner shall have an interest in the Condominium Trust equal to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original and present sole Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustee" or "Condominium Trustees") is as follows:

Edward T. Moore
8 Doaks Lane
Marblehead, Massachusetts 01945

The Condominium Trustee has enacted the By-Laws pursuant to and in accordance with the provisions of the Act.

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 or (e) the construction of additional Units or common use facilities in the Condominium in accordance with paragraph 16 hereof, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.

14. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including without limitation, paragraph 9(d) and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Condominium Rules, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A-1, as said Exhibit may be amended from time to time. 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, subparagraph 9(d) and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Condominium Rules, 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.

15. Amendments. Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phases to the Condominium, and except as provided in Section 7.2 of the Condominium Trust with respect to First Mortgagees' consent to certain amendments, 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 percent (75%) of the total undivided beneficial interest 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 percent (75%) of said total undivided beneficial interest, and (b) duly filed with the Registry, provided, that:

- (a) The date on which any instrument of amendment is first signed by an Owner shall be indicated as the date of the amendment.
- (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 phases 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 Owner of each Unit whose percentage interest is changed by such amendment.
- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of The Act shall be of any force or effect.
- (e) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phases 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 with the Registry.

(f) No instrument of amendment 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. The requirement for the Declarant consent shall expire ten (10) years after the date of the recording of this Master Deed unless extended by a written instrument recorded with the Registry, provided that said requirement shall sooner expire upon the first to occur of the following events:

- (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent-amendments hereto pursuant to paragraph 16 hereof reach the maximum limit of One Hundred Sixty-One Units; or
- (ii) The Declarant shall record with the Registry a statement specifically relinquishing his reserved rights to amend this Master Deed to add new Units to the Condominium.

(g) No instrument of amendment which purports to amend or otherwise affect paragraphs (c) through (f) 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, but this shall not require the consent of any Unit owner for the Declarant to add subsequent phases and Units pursuant to paragraph 16.

(h) Where required under the provisions of paragraph 19 hereof, the instrument of amendment shall be assented to by the First Mortgagees (as hereinafter defined).

(i) The instrument of amendment shall be assented to by appropriate governmental authority but only to the extent obtaining such assent is required by law. No such consent shall be required for the Declarant to add subsequent phases and Units pursuant to paragraph 16.

Each instrument of amendment executed and filed 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 Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings containing one or more Units. In order to permit and facilitate such development, the Declarant, 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 the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:

- (a) Additional building(s), each housing one or more Units.
- (b) Additional roads, drives, parking spaces and areas, garages, walks and paths.
- (c) New or additional fences or decorative barriers or enclosures, decks, terraces, patios, greenhouses, and other structures of every character.
- (d) New or additional conduits, pipes, flues, wires, poles, drainage facilities and other installations or facilities for the furnishing of utility services or waste removal.
- (e) 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 itself in subparagraph 10(c) hereof.

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 with respect to the proceeds of such sales.

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

The Declarant shall have no obligation to construct and add to the Condominium additional Units, Exclusive Use Areas, Common Areas or improvements.

The following subparagraphs (A) through (F) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 16:

(A) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire ten (10) years after the date of the recording of this Master Deed unless extended by the Declarant by a written instrument recorded with the Registry, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 16 reach the maximum limit of One Hundred Sixty-One Units; or
- (ii) The Declarant shall record with the Registry a statement specifically relinquishing his reserved rights to amend this Master Deed to add new Units to the Condominium.

(B) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 16.

(C) Size of Phases. There are no minimum or maximum size limitations on the future phases to be added to the Condominium. A phase may consist of any number of buildings containing any numbers of Units, provided, however, that the maximum-total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (D) below is not exceeded.

(D) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add more than that number of new Units to the Condominium as part of future phases, so that the total number of Units in the Condominium shall not exceed One Hundred Sixty-One Units (being the Units as shown on Exhibit C attached hereto and made a part hereof plus the maximum Units which may be added as part of future phases).

(E) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the type of construction, 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, provided, however, the construction of all future Buildings and

Units must be of comparable or superior quality to the initial Building and Units. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable Federal, state or local law and regulation) on the size, layout and design of future Buildings or the size, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Units from those described in subparagraphs 5(c) and 5(d) hereof.

(F) Right to Designate Exclusive Easement Areas. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities as Exclusive Easement Areas for the exclusive use of the Units to be added to the Condominium as part of future phases. Such future designated Exclusive Easement Areas may include, but need not be limited to storage bins, patios, terraces, decks, yards, fences, steps, condenser pads, walkways and parking spaces or areas or structures. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Exclusive Easement Areas appurtenant to the Units in such phases if such Exclusive Easement Areas are different from those described in paragraph 8 hereof.

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

- (a) An amended Exhibit B describing the Building(s) being added to the Condominium.
- (b) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.
- (c) 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.
- (d) An amended Exhibit C 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.
- (e) If the Exclusive Easement Areas designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 8 hereof, a description of such variations so as to identify the new or modified Exclusive Easement Areas appurtenant to the new Units. Such description of the new or modified Exclusive Easement Areas appurtenant to the new Units shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.
- (f) A revised site plan of the Condominium showing the new Building(s) and floor plans for the new Units being added to the Condominium, which floor plans shall comply with the requirements of The Act.

It is expressly understood and agreed that no such amendment adding new phases to the Condominium shall require the consent (except as in this paragraph 16 already granted) 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 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, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all

persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phases 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 each Unit Owner in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of his 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 said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date this Master Deed is executed 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 this Master Deed is executed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him to the Declarant's reserved rights under this paragraph 16 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium effective when new phases are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 16.

In the event that notwithstanding the provisions of this paragraph 16 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 phases 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 deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

17. Declarant's Reserved Rights to -Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for himself and his successors and assigns, hereby expressly reserves the right and easement, but shall have no obligation, to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable one or more common use facilities as he shall determine to be necessary or desirable to serve the Condominium, together with all such utility conduits, pipes, flues, wires, poles and other installations or facilities as shall be associated therewith. Such common use facilities may include recreation areas or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; 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, "Declarant" shall mean and refer to Johnson Woods Realty Corporation and to all successors and assigns of said Johnson Woods Realty Corporation. Where the Declarant reserves certain rights and

easements to itself and its successors and assigns under this Master Deed, the Condominium Trust and the By-Laws, such rights and easements shall be reserved to those assigns to whom the Declarant specifically assigns such rights and easements.

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 applicable requirements of the Act, the following provisions shall apply for the protection of the holders, insurers or guarantors of first mortgages of record with respect to the Units including but not limited to the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Home Loan Bank, lenders in affiliation with the New England Fund Program or the Local Initiative Program, and the Massachusetts Housing Finance Agency ("MHFA") (hereinafter "First Mortgagees") and shall be enforceable by any First Mortgagee:

(a) In the event that the Declarant or 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 subparagraph (i) and (ii) above.

(b) The following provisions apply to any such right of first refusal:

- (i) The right to purchase is exercisable only as a means of insuring owner-occupancy of the unit that is being sold, or for some other valid purpose that serves the best interests of the Condominium;
- (ii) The right to purchase and the manner in which the holder exercises it comply with applicable law, and
- (iii) The right to purchase may be exercised only if the holder gives the Unit Owner written notice of its intent to exercise the right within 30 days after it receives the Unit Owner's notice of a proposed sale and then only if the holder has the ability to exercise due diligence in completing the purchase of the Unit promptly and properly

(c) 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.

(d) 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;

(e) Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a

distribution to such Unit Owner of insurance proceeds or condemnation awards for, losses to or a taking of such Unit and/or the Common Areas and Facilities.

- (g) A First Mortgagee, upon written request made to the Condominium Trustees, shall be entitled to:
- (i) Written notification from the Condominium Trustees 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 First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities;
 - (vi) Receive prompt written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trustees; and
 - (vii) Receive prompt written notification of any proposed action which requires the consent of First Mortgagees as specified in this Master Deed or the Declaration of Trust.

(h) No agreement for professional management of the Condominium or any contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(i) The Declarant shall not file any instrument extending the period of time for the exercise of rights of the Declarant as set forth in Sections 9, 10(f), 15(f) and 16(A) unless such extension is permitted by FNMA.

The Declarant intends that the provisions of this paragraph 19 shall comply with the requirements of the FNMA, FHLMC and MHFA with respect to condominium mortgage loans and any more stringent requirements of The Act, and all questions with respect thereto shall be resolved consistent with that intention, but reserving all rights of phasing.

20. Special Amendments. Notwithstanding anything to the contrary contained herein or in the Condominium Trust, the Declarant reserves the right and power (but shall have no obligation), at any time and from time to time until the Declarant no longer owns any Unit, or has the right to add any additional Unit to the Condominium pursuant to paragraph 16 hereof, to record a special amendment to this Master Deed and the Condominium Trust at any time, without the consent of the Trustees or the Unit Owners, in order to (i) make clerical or factual corrections to the Condominium Trust or this Master Deed, including, without limitation, clerical or factual corrections to the plans and provisions relating to any appurtenance to any Unit or any description of or percentage interests appurtenant to any Unit, (ii) to conform the Condominium Trust and this Master Deed to the requirements of FNMA, FHLMC, MHFA, Department of Housing and Community Development ("DHCD"), the Act and any and all governmental approvals, permits, orders and decisions, which enable the development of the Condominium, (iii) to insert herein and in the Condominium Trust such provisions as may be required to qualify mortgages of Units in the Condominium for sale to FHLMC or ENMA, or to induce FHLMC, FNMA, MHFA or DHCD to make, purchase, sell, insure, or guarantee first mortgages of Units. In furtherance of the foregoing, a power

coupled with an interest is hereby reserved by and granted to the Declarant to vote in favor deed, mortgage, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant to, acknowledgment of and consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record any such special amendment.

21. Parking. The Declarant reserves the right to grant exclusive easements and leases to use parking spaces to certain Unit Owners, which right shall be appurtenant to that respective Unit, as set forth by the Declarant in the first deed to such Unit or in a subsequent instrument of conveyance or lease from the Declarant to such Unit Owner and which right shall not be transferred except upon transfer of the Unit to which it is appurtenant or to the Condominium Trustees. Parking spaces, whether the exclusive right to use such spaces has been granted to Unit Owners or whether such spaces are part of the Common Areas and Facilities, shall not be used for parking of unregistered motor vehicles or of boats or trailers or of oversized or commercial vehicles, i.e., any vehicle larger than a pick-up truck or a standard length passenger van or any vehicle having lettering or a sign on it designating its commercial use, without the express written permission of the Trustees, except that the Trustees may designate certain parking spaces for the parking of oversized or commercial vehicles. Until the Declarant's reserved right to add new Units to the Condominium expires pursuant to paragraph 16, the Declarant shall have the right to park oversized or commercial vehicles and to store materials in the parking spaces and shall have the right to grant the exclusive use of those remaining parking spaces the exclusive use of which have not been granted to Unit Owners, together with the right to rent such spaces. Following such occurrence, as aforesaid, any remaining parking spaces shall be Common Areas and Facilities which may, at the option of the Trustees of the Condominium Trust, (a) be designated as unassigned spaces for parking by Unit Owners and/or their guests or (b) rented or assigned to Unit Owners, on such terms and subject to such conditions as the Trustees shall deem appropriate. The Declarant may lease or grant an easement to abutters to the property for vehicular parking in designated parking spaces on the Land provided at least the minimum number of spaces required by law is available for use by the Unit owners.

22. Pets. Animals may not be kept in any Unit without the prior written consent of the Trustees. Any pets allowed by the Trustees must be of a gentle disposition and not venomous. The Trustees may revoke any such consent for cause at any time. *Cause* includes, but is not limited to noise, odor or aggressiveness. The Trustees may require that any animal in a Unit without consent or for which consent has been revoked, be removed as may be provided in the rules and regulations of the Condominium. Any permitted animal shall be leashed or carried at all times in the common areas. The owner shall clean up after the animal. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Condominium Trustees on demand. The pet owner shall hold the Condominium Trustees harmless from any claim resulting from any action of a specific pet.

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

24. 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.

25. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.
26. Governing Law. This Master Deed, the Condominium Trust and By-Laws, and the Condominium created and regulated thereby, shall be governed in all respects by The Act and other applicable Massachusetts law.
27. Declarant's Reserved Right to Consent in Writing to Amendments and/or Changes to Master Deed and Related Documents. As additional rights reserved by the Declarant, beyond those reserved above, the following is hereby declared: No amendment shall be made to the Master Deed, Declaration of Trust, By-Laws and/or Rules and Regulations or any other condominium instrument by anyone other than the Declarant until such time as all One Hundred Sixty-One Units have been sold and conveyed (or earlier if the Declarant gives up his rights to add all of One Hundred Sixty-One Units) without the expressed, written consent of the Declarant or its successors and assigns. During said period, amendments shall not diminish or impair the rights of the Declarant under the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations without the express written consent of Declarant or its successors and assigns and no amendment shall modify this section without the expressed, written consent of the Declarant and its successors and assigns and no other action may be taken by the Board, Unit Owners or others affecting the Declarant except with the expressed, written consent of Declarant or his successors and assigns.
28. Affordable Units. No Units in the Condominium are now designated as affordable units. However, the Declarant may designate Units hereafter as affordable units and units so designated shall be sold to Eligible Purchasers. "Eligible Purchaser" is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Community Development. A "Family" shall mean two or more persons who will live regularly in the Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. "Area" is defined as the Boston MSP/PMSA/Non-Metropolitan County. The fair market value assigned to Affordable Units reflects the deed restrictions imposed on those units, which results in a lower proportionate interest of the Affordable Units in the common areas and facilities and consequently a lower burden on those Affordable Units as to the common expenses. The Units shall be priced, marketed, conveyed and restricted in accordance with any applicable Regulatory Agreement and the applicable terms and conditions of any Community Planning and Development Commission special permits.

IN WITNESS, Johnson Woods Realty Corporation has caused this Master Deed to be signed, sealed and recorded on its behalf by Edward T. Moore, its President and Treasurer, duly authorized, on its behalf on this 30 day of December 2003.

Johnson Woods Realty Corporation

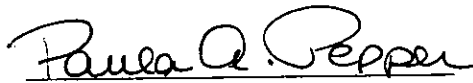
By: 
As President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss:

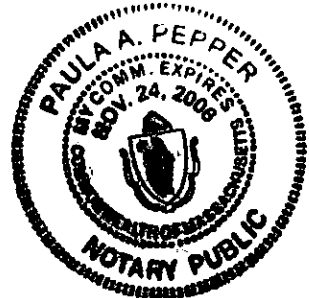
December 30, 2003

Then personally appeared the above-named Edward T. Moore, as President and Treasurer of Johnson Woods Realty Corporation, and acknowledged the foregoing to be his free act and deed on behalf of said Johnson Woods Realty Corporation, before me.


Notary Public

My Commission expires: 11/24/06

Obl. Johnson Woods. 12.3.03



SCHEDULE OF EXHIBITS AND PLANS

Exhibit A-1: The Land included in the condominium.

Exhibit A-2: Description of the Phasing.

Exhibit B: Description of Building(s).

Exhibit C: Description of the Units in Phase One and the percentage of undivided interest in Phase One.

Site Plan: Plan showing the Land and the location of the Building(s) in Phase One.

Building/Unit Floor Plans: Plans show the Building(s) in Phase One and the units within each building(s) in Phase One and the Units details.

**EXHIBIT A-1
DESCRIPTION OF THE LAND INCLUDED IN THE CONDOMINIUM**

The land situated on West Street, Reading, Massachusetts, as follows:

Parcel 1 (Registered Land):

Title Reference: Deed to Declaration registered with the Middlesex South District Land Registration Office of the Land Court as Document No. 1299744.

Parcel 2 (Recorded Land):

A portion of the land recorded at Book 41440 Page 361

The total land area included in the condominium is 36.168 square feet and is shown on the plan entitled "Condominium Plan of Land in Reading, Mass., *Johnson Woods Condominium*; Scale: 1"=100'; November 20, 2003; Hayes Engineering, Inc., Civil Engineers & Land Surveyors; Owner: Johnson Woods Realty Corporation".

**EXHIBIT A-2
PHASING PLAN**

The condominium may be developed in phases, in the sole discretion of the Declarant. A total of one hundred sixty-one units are intended to be established when the condominium is completed. The numbering of the buildings and the number of the phases does not necessarily indicate the sequence of the phasing, which sequence and timing is in the sole judgment of the Declarant. The Declarant reserves the right to modify subsequent phases and the layout of that phase, to the fullest extent allowed by law. Each phase shall contain at least one building.

EXHIBIT B
DESCRIPTION OF BUILDINGS

The condominium shall be comprised of duplex, triplex, quadraplex and multifamily, garden style buildings when all phases are completed. The buildings are assigned numbers. The numbering of the building does not necessarily relate to the sequence in which the building will be built. The description of the buildings in Phase One are as follows:

Building One: Building One is two stories in height, and contains one Unit, which shall be known as Unit 1. The Building is constructed of wood with wood bearing exterior walls covered by clapboard siding with pitched, asphalt-shingled roof.

Building Two: Building Two is one story in height and contains one unit, which shall be known as Unit 2. The building is of wood frame construction. Building siding is comprised of clapboards siding with pitched, asphalt-shingled roof.

**EXHIBIT C
DESCRIPTION OF UNITS AND PERCENTAGES OF INTEREST
PHASE ONE**

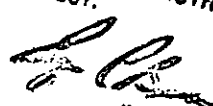
Unit One has access to the ground via an exterior doors and stairs. That unit has a living room, kitchen area, bathroom, mechanical room, dining room, closet(s) and two bedrooms. Unit Two has access to the ground via an exterior doors and stairs. Unit two is a building with no interior dividers.

The actual size, configuration and numbering of the Units in Phase One are shown on the attached plans entitled "Condominium Master Deeds Floor Plans in Reading, Massachusetts, *Johnson Woods, Condominium*; Owner: Johnson Woods Realty Corp.; Grazado Velleco Architects"; dated 12/2/2003.

The Units in Phase One are Units Numbered 1 and 2, and have the following proportionate interest in the common areas and facilities:

<u>Unit designation</u>	<u>Proportionate interest in the common areas and facilities</u>
1	75%
2	25%

The proportionate interest of Units in the common areas and facilities in this Phase shall decrease as additional Units are added by subsequent phasing by Master Deed amendment.

RECEIVED & ENTERED
 MIDDLESEX COUNTY
 REGISTRY OF DEEDS
 SOUTHERN DISTRICT
 ATTEST:

 REGISTRAR