

5/4/05
ALLOWED
Leon J. Lombardi
Leon J. Lombardi
Justice

MASTER DEED

**MAPLEWOOD VILLAGE CONDOMINIUM
231-261 SALEM STREET
READING, MIDDLESEX COUNTY, MASSACHUSETTS 01867**

Maplewood Village Development, L.L.C., (hereinafter referred to as the **Seller/Declarant**), being the sole owner(s) of the land at 231-261 Salem Street, Reading, Middlesex County, Massachusetts, described in **Exhibit "A"** attached hereto, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the **Condominium**), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

243 Salem St Reading, MA

1. NAME OF CONDOMINIUM.

The Condominium is to be known as **Maplewood Village Condominium**. A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is **Maplewood Village Condominium Trust**. The names of the initial Trustees of the Trust are: **John R. Cullen, Jr. and Richard W. Stuart, Jr.** The Declaration of Trust contains by-laws enacted pursuant to said Chapter 183A.

2. DESCRIPTION OF LAND.

A certain parcel of land with all improvements thereon situated at and now numbered 231-261 Salem Street, Reading, Middlesex County, Massachusetts. Said parcel contains 6.11 Acres of land, more or less, being further described in **Exhibit "A"** attached hereto.

SAID PREMISES ARE CONVEYED SUBJECT TO:

- (1) Comprehensive Permit Decision of the Reading Zoning Board of Appeals recorded with the Middlesex South Registry of Deeds, Office of Land Registration, as Document No. 1345331 noted on Certificate of Title No. 231761, Book 1289 Page 8;
- (2) Order of Conditions issued by the Reading Conservation Commission as DEP File No. 270-402, and recorded with said Deeds as Document No. 1292686, Book 1289 Page 8;
- (3) Order of Conditions issued by the Reading Conservation Commission as DEP File No. 270-423, and recorded with said Deeds as Document No. 1345330, Book 1289 Page 8;



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- (4) **Easement** to the Town of Reading Municipal Light Department recorded with said Deeds as Document No. 1370855 noted on Certificate of Title No.231761, Book 1289 Page 8;
- (5) **Regulatory Agreement** and Declaration of Restrictive Covenants for Ownership Property recorded with said Deeds as Document No. 1371398 noted on Certificate of Title No.231761, Book 1289 Page 8;
- (6) such other easements, covenants or restrictions as shown on the following plans:
- (a) **Locus plan** of land for Lot 37 containing 266,169+/- square feet as shown on Land Court Plan 28404E;
 - (b) **Phase Plan** prepared for Maplewood Village Development LLC, Salem Street, Reading, Massachusetts; prepared by Design Consultants, Inc., Consulting Engineers and Surveyors of Somerville, MA; dated December 22, 2004; Scale: 1" = 40' and recorded herewith;

DESCRIPTION OF BUILDING

The Condominium is presently comprised of one (1) building (the "Building") containing seven (7) attached units (the "Units"). The Building has been constructed in the areas of the condominium shown as "Phase I" on the Phasing Plan. The Building is constructed primarily of wood. The foundation of the Building is poured concrete. The roof is comprised of asphalt shingles. The Building is located at 231-261 Salem Street, Reading, Middlesex County, Massachusetts

The location of the Building(s) containing the Units in Phase I will be shown on a plan filed with the first unit deed for the Units in such Phase (the "Phase Plan"). The Buildings in future phases will be part of an amendment to this Master Deed.

Each dwelling unit shall contain no more than 2 bedrooms. The condominium development shall be limited to six (6) buildings. The buildings shall be no more than three (3) stories in height. Four (4) buildings shall have a maximum of seven (7) units and two (2) building shall have a maximum of four (4) units.

Building Type	Number of Buildings	Number of Dwelling Units
Two-Story-4 unit	2	8
Two-Story, 7 unit	4	28
TOTALS	6	36

Unit Type	Market-Rate	Affordable	Total Number of
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	Units	Units	Units
Two Bedroom	27	9	36

AFFORDABLE HOUSING: Of the proposed Thirty-Six (36) units to be constructed in the areas of the condominium, nine (9) of these dwelling units shall be reserved for purchase by households whose gross annual income is equal to or below eighty (80%) of the Boston area median household income, adjusted for household size (hereinafter, the affordable units), and the duration of the affordability restriction on said nine (9) units shall be for a term, of ninety-nine (99) years or, in the event of approval of an affordability restriction by the Massachusetts Department of Housing and Community Development in accordance with M.G.L. ch.184, s.31-33, in perpetuity. The cumulative total of Certificates of Occupancy issued for affordable units in the project shall always be at least twenty-five percent (25%) of the total Certificates of Occupancy issued for all units, until such time as Certificates of Occupancy for all of the 9 affordable units have been issued.

4. DESCRIPTION OF UNITS.

The designation of each Condominium unit (the Units) in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on **Exhibit B** annexed hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the concrete floor.
- (b) Ceilings: The plane of the lower surface of the concrete ceiling.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.
- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the window frames.
- (e) Each Unit includes the ownership of all utility lines, plumbing, electrical and other apparatus and equipment which exclusively serves and are located within the individual Unit.
- (f) Each Unit includes the ownership of the heating and air conditioning apparatus which exclusively serves that individual Unit whether inside or outside of the Unit and each

Unit shall have an easement to maintain all line, pipes, conduits, ducts or any other equipment connected to said heating and air conditioning apparatus within the common areas extending to and from said Unit.

(g)) Each Unit includes the ownership of the patios, porches, decks or balconies which exclusively serves that individual Unit.

5. DESCRIPTION OF COMMON AREAS AND FACILITIES.

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

(a) The land described in **Exhibit "A"** attached 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, basement, structural columns, girders, beams, supports, exterior walls, roof of the Building, and common walls within the Building.

(c) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit).

(d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of; utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.

(e) The parking spaces of the Building.

(f) The stairways of the Building.

(g) The yards, lawns, gardens, roads, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters.

(h) All heating and air conditioning, telephone, electric power, gas, water and all utility lines and equipment and other apparatus and installations (but not including equipment solely serving a single Unit and contained therein) existing in the Building for the

common use, or necessary or convenient for the existence, maintenance or safety of the Building.

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

6. FLOOR PLANS

Simultaneously with the recording hereof, there has been recorded with Middlesex South County Registry of Deeds, Land Registration Office a set of floor plans of the Building, prepared by O'Sullivan Architects, Inc. of Wakefield, MA, dated March 25, 2005, consisting of one (1) sheet(s) and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and stating the name of the Building, and bearing the verified statement of David O'Sullivan, O'Sullivan Architects, Inc. of Wakefield, MA 01880, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

7. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS.

The Units in Phase I of the Condominium shall be entitled to the percentage of undivided interest (the "Beneficial Interest") in the Common Areas as set forth in **Exhibit C** attached hereto and incorporated herein by reference hereto for so long as the only Units in the Condominium are those in Phase

From and after the addition to the Condominium of Additional Phases containing Additional Units, pursuant to the provisions of Section 10, which additions may occur in any order, The Beneficial Interest to which these Units in Phase I are entitled shall be reduced accordingly and the Beneficial Interest to which these Units and all Additional Units subsequently included therein shall be determined upon the basis of the approximate relation that then fair value of each Unit bears to the then aggregate fair value of all Units. The Beneficial Interest so determined shall be set forth in the Amendment to the Master Deed by which the Additional Units resulting in such change of Beneficial Interest is added to the Condominium.

8. STATEMENT OF PURPOSE\USE OF BUILDING AND UNITS.

The Units are intended only for residential purposes to be occupied exclusively by persons who are fifty-five (55) or older and in strict compliance with the following (hereinafter, collectively referred to as the Legal Requirements):

1. Decision of the Reading Zoning Board of Appeals recorded with the Middlesex South Registry of Deeds, Office of Land Registration, as Document No. 1345331 noted on Certificate of Title No.231761, which permit construction of, and regulate the use of the land and buildings of the Condominium in a S-15 Residential Zoning District;

2. The exemptions for housing for older persons defined as housing intended and operated for occupancy by persons 55 years of age or older contained in 42 U.S.C. 3601-

3619 currently known as the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended by,

a) The fair Housing Amendments Act of 1988; and

b) The Housing for Older Persons Act of 1995;

c) 24 C. F. R. Part 100, subpart E which exempts housing as defined in Sec. 100.10(b) as housing intended and operated for occupancy by persons 55 years of age or older, from the Act's prohibitions against discrimination because of familial status which is defined in Sec. 100.20 as one or more individuals (who have not attained the age of 18 years) being domiciled with, (a) A parent or another person having legal custody of such individual or individuals; or, (b) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

d) All other local, state or federal laws, rules or regulations governing the use and occupancy of Units in Maplewood Village Condominium permitting same to be constructed, operated, used and occupied as housing for older persons.

3. Massachusetts General laws, Chapter 151B, Sec. 4 which provides in part that...The word age" as used in this subsection shall not apply to persons who are minors nor to residency in communities consisting of either a structure or structures constructed expressly for use as housing for persons 55 years of age or over ... on 1 parcel or on contiguous parcels of land, totaling at least 5 acres in size. For the purpose of this subsection, housing intended for occupancy by persons fifty-five ... shall comply with the provisions set forth in 42 USC 3601 et seq.

4. Massachusetts General Laws Chapter 40B, Sections 20 through 23, the Rules and Regulations of the Housing Appeals Committee (760 CMR Sections 30.00 and 31.00).

9. RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES

(A) No Unit may be occupied by any person in violation of the provisions of the Legal requirements and to that end the Trustees of the Maplewood Village Condominium Trust are specifically empowered to take any and all actions permitted or required, before or during a person or persons occupancy of a Unit so as not to violate local zoning or the exemptions afforded under state and federal law permitting discriminatory housing for persons fifty-five (55) and older. No legal or beneficial interest in a Unit may be conveyed, transferred or assigned without first having received a "Certificate of Compliance and Approval of Transfer" from the Trustees of the Maplewood Village Condominium Trust certifying that the present owner of the Unit has notified the Trustees of his/her\their intent to sell the Unit and had provided the Trustees sufficient documentation to satisfy the Board that the transfer of title would be consistent with the Legal Requirements and that as a result of the transfer, the property would be occupied by one or more persons fifty-five (55) years of age or older.

The Trustees shall not issue a Certificate of Compliance and Approval of Transfer unless all of the following requirements have been met:

(i) The occupancy of the Unit by the proposed individual or individuals satisfies all of the Legal Requirements.

(ii) No Unit may be transferred unless the current owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the intended closing date of the Name(s) and address(es) of the proposed transferee and all members of his or her family and all other persons who propose to occupy the Unit; (b) provided the Trustees with the attested copy of the purchase and sale agreement or other agreement memorializing the sale or transfer of the legal or beneficial ownership, and (c) such other documentation as the Trustees deem reasonable and appropriate to be certain the Legal Requirements have been met. In addition to the foregoing, the Trustees shall have the right to require an in-person interview with the prospective purchaser and/or other proposed occupants. The Trustees may charge the current Unit Owner desiring to sell his or her Unit, a reasonable fee for administration of the approval process and issuance of the Certificate of Compliance and Approval of Transfer.

(iii) In exercise of the approval authority hereintofore granted, the Trustees may not exercise such authority so as to restrict the sale or occupancy of the Units because of race, creed, color or national origin. The Trustees may however reject a proposed purchaser, tenant or occupant for other reasons including without limitation failure of the Unit owner to comply with the procedural and substantive requirements of the proceeding subparagraphs or rule and regulations governing the procedure for approval of the transfer. The Trustees may from time to time establish such other reasonable procedures and requirements to carry out the intent of this paragraph without need to amend this Master Deed.

B. The following conditions and restrictions shall apply to the tenanting, renting and /or leasing of Units:

(1) No Unit in the Condominium shall be rented, leased or licensed to any third party for any length of time without the written permission of the Trustees.

(2) The Trustees shall not give permission in writing unless all of the following requirements have been met:

(i) The occupancy of the Unit by the proposed individual or individuals satisfies all of the Legal requirements.

(ii) No Unit or any part thereof may be leased, rented or licensed for use unless the owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the commencement of the proposed lease, rental or license arrangements and of

the name(s) and address(es) of the proposed lessee, tenant or licensee and all members of his or her family and all other persons who propose to occupy the Unit, (b) supplied the Trustees with written references with respect to all such persons referred in the immediately preceding clause as the Trustees may reasonably request, ©) supplied the Trustees with a completed rental application executed by the Unit owner and the prospective tenant and other proposed occupants, which form may be established from time to time by the Trustees, together with a copy of the proposed lease, rental or license agreement. In addition to the foregoing, the Trustees shall have the right to require an in-person interview with the prospect tenant, lessee, licensee or other proposed occupants. The Trustees may charge the Unit owner desiring to rent his or her Unit a reasonable fee for administration of the approval process.

(iii) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and have an initial term of not less than six (6) months. A copy of the fully executed agreement shall be provided to the Trustees prior to occupancy by the tenant;

(iv) No Unit may be tenanted, rented, leased or licensed for transient or hotel purposes;

(v) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner to comply with all terms and conditions of this Master Deed, specifically including but not limited Section 8 and Section 9 hereof, to the Maplewood Village Condominium Trust and the Rules and Regulations adopted by the Trustees and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust and/or Rules and Regulations shall be a default under said lease, license or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Section 8 and Section 9 of this Master Deed. In addition, the tenant of a Unit shall execute a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe the terms of said Master Deed, Condominium Trust and Rules and Regulations and be liable for fines, penalties and other costs associated with any violations thereof.

(3) By acceptance of a deed of a Unit, each Unit owner shall be deemed (i) to be personally responsible for the actions of his lessees, tenants, licensees and all other occupants therein and shall at the request of the Trustees, cause, in compliance with applicable state or federal law, any lessee, tenants, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive or otherwise interferer (in the judgment of the Trustees) with the beneficial use and enjoyments of any Unit owner(s) of their Unit(s) and the common elements, and (ii) to have irrevocably appointed and constituted the Trustees as the Unit owner's attorney in fact to seek eviction, equitable relief and/or damages resulting from a violation by the tenant of the terms and provisions of the Master Deed, Condominium Trust or Rules or Regulations. Such rights and remedies may be exercised against both the Unit owner and the lessee, tenant or occupants and shall be cumulative and not

exclusive. In addition such fines, penalties and other charges incurred by the lessees, tenants or other occupants, together with such costs incurred by the Trustees as a result of action taken by the Trustees pursuant to this Section, shall be chargeable to the Unit owner, and enforced and collected against the Unit owner and the Unit as if the same were a common expense.

(4) In the exercise of the approval authority hereinbefore granted, the Trustees may not exercise such authority so as to restrict leasing or occupancy of the Units because of race, creed, color or national origin. The Trustees may however reject a proposed tenant for other reasons including without limitation failure of the Unit owner to comply with the procedural and substantive requirements of the preceding subparagraphs. All extensions or renewals of occupancy agreements must also be approved by the Trustees in accordance with the foregoing.

(5) The provisions of the within Section 9A shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law except and to the extent that following the exercise of the right of foreclosure or other remedies provided in a mortgage or other applicable law, the Unit must be occupied by a person or persons age fifty-five (55) or older.

No other use may be made of any Unit without the prior written consent of the Trustees of Maplewood Village Condominium Trust, which trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connection with such purposes.

(©) Notwithstanding the provisions contained in Section 8 and Section 9 hereof, the Declarant, or any successor to his interest in the Condominium, including but not limited to mortgagees and assignees but excluding those purchasing individual Units, hereby reserve(s) the right, until all of the Units have been sold by Declarant or such successor, to:

(i) install signs;

(ii) use any Units owned by the Declarant as models for display for purposes of selling or leasing of Units or for any other lawful purposes;

(iii) lease any Units owned by the Declarant;

(iv) allow access, ingress and egress to prospective purchasers and sales staff personnel or other proper parties over and upon the common elements, on such days and during such hours as may be determined by the Declarant in Declarant's sole discretion, in order to allow inspection and showing of Units owned by the Declarant. The signs, fixtures and other items installed in or upon the common elements by the Declarant to facilitate the sale of Units shall not be considered common elements, shall remain the property of the Declarant and shall be removed by the Declarant not later than the date of conveyance of the last Unit in the Condominium held by the Declarant for sale in the ordinary course of Declarant's business.

(D) No Unit shall be used for any purpose not specified in Section 8 above;

(E) The architectural integrity of the Buildings and the Units shall be preserved without modification and to that end no Unit Owner may alter, screen or otherwise enclose any front deck, porch or patio appurtenant to a Unit and no awning, screen, antenna, sign, banner, flag or flag pole or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the building, any Unit or any part thereof. However, Unit Owners may, with the prior approval of the Trustees, screen or otherwise enclose any rear deck or porch appurtenant to a Unit. No addition to or change or replacement (except, so far as practicable with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frame shall be made, and no painting attaching of decalcomania or other surface of any Building, Unit, deck, porch or patio nor on the interior or exterior surface of any window, without the prior approval of the Trustees. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the Building be white or near white color in order to maintain a uniformity of appearance of all Units as viewed from the exterior of the Building. Except as hereinafter provided, this Section 9 shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire.

(F) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit subject to the provisions of Section 8 and Section 9 hereof, and may modify, remove and install nonbearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees, which approval shall not be unreasonably withheld or delayed.

(G) Dogs or other animals of whatever kind (excepting house cats, caged birds or aquarium fish) shall not be kept in any Unit or in any portion of the Building or Common Elements at any time. The Trustees shall have the power to enforce the provisions of this paragraph by requiring any Unit owner, or other occupant of a Unit keeping an animal in a Unit, or permitting an animal to be in the Building or Common elements, to immediately remove such animal from the Condominium. In addition the Trustees may impose fines for such violations as provided under the terms of the Condominium Trust. All fines and expenses of enforcement of the provisions of this paragraph shall be the personal liability of the Unit owner in violation of this paragraph and if such sums are not paid when demanded, shall become a lien upon such Unit owner's Unit and enforced and collected as if same were a Common Charge.

(H) No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted in a Unit, and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Unit, except such as shall have been approved in writing by the Trustees.

(I) No Unit owner may own, store or operate on the Condominium Land a privately owned golf cart.

(J) No Unit or such portions of the Common Elements of which a Unit has exclusive use thereof, shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust and Rules and Regulations.

(K) The following restrictions and regulations shall apply to the use and occupancy of all parking spaces in the Condominium including the Garage Spaces and Outdoor Parking Spaces and all unassigned parking areas serving the Condominium (collectively, the "Parking Spaces"):

(i) The parking spaces may be used only for parking of private automobiles, motorcycles, pickup trucks which (a) are three quarter ton or smaller; (b) have no material stored or hung in the payload area unless garaged; (c) have no commercial lettering or decalcomania on them; and (d) are not commercially registered, noncommercial vans (those without lettering or decalcomania and without commercial registration) and sport utility vehicles all which are for the personal of Unit owners entitled to use said parking Spaces, and their immediate families and their guests and invitees. No unregistered vehicles, trucks, (other than pickup trucks described above) boats, recreational vehicles, mobile homes, trailers (whether capable of independent operations or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the Parking Spaces except with the written consent of the Trustees of the Condominium Trust. Only one vehicle is allowed to be parked in any Parking Space;

(ii) All vehicles belonging to a Unit Owner shall be parked within their respective Units, Garage Spaces, or Outdoor Parking Spaces;

(iii) A Unit owner, by written permission of the Trustees, may permit any tenant, guest, servant, licensee or other party, the right to use a Parking Space which said Unit owner is entitled to use, but all parties using parking Space shall comply with the provisions relating to such use contained in this Master deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to said Condominium Trust;

(iv) A Unit owner, who by written permission of the Trustees, permits any tenant guest, servant, licensee or other party, the right to use a Parking Space which said Unit owner is entitled to use, shall be responsible for the compliance by such any tenant guest, servant, licensee or other party with the provisions of this Section 9, the terms and conditions of this Master deed, the Condominium Trust and the Rules and Regulations of the Condominium, to the extent the same may be applicable;

(v) Except as permitted herein no Parking Space may be rented, leased or tenanted by any Unit Owner except as incidental to the renting, leasing or tenanting of his or her Unit;

(vi) In instances where vehicles using any Parking Space or other facilities of the Condominium do not comply with the foregoing provisions, the Trustees of the Condominium are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.

(L) The use of the porches or patios, decks, balconies or parking spaces by the owners or occupants of the respective Units to which they are appurtenant and any improvement thereof shall comply with this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, Chapter 183A and all zoning, safety, building and other applicable laws, ordinances and regulations. The Trustees of the Condominium Trust and their agents, servants and contributors may have access to and use of said porches or patios, decks, balconies or parking spaces after not less than 48 hours notice to the owner of the Unit having the exclusive right to the use thereof for purposes of maintenance, repair, upkeep or inspection of said areas or other portions of the Building or Common Areas and the Trustees of the Condominium Trust and any Unit owner may have access to and use of the porches or patios, decks, balconies or parking spaces at any time, without notice, in the event of an emergency.

(M) All Units, from the period of October 15 to April 15 of each year, shall be heated at all times so as to maintain minimum temperatures in such Units of 62 degrees Fahrenheit so as to avoid the freezing of pipes, plumbing facilities and the like. If any Unit owner fails to maintain a 62 degree temperature as aforesaid, the Trustees shall have a right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature as aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of Chapter 183A.

These restrictions shall be for the benefit of all the Unit owners and shall be administered on behalf of the Unit owners by the Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end 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 such as occur during his or her Unit ownership.

The use of the Building(s) and Common Areas may also be restricted under the provisions of the Condominium Trust and the Rules and Regulations promulgated thereto and recorded herewith; provided however, that any such restrictions shall not be inconsistent with the terms and conditions of this Master Deed.

10. AMENDMENT OF MASTER DEED\ADDITIONAL PHASES

This Deed may be amended by vote of at least 80% in beneficial interest of all Unit Owners, case in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 80% in beneficial interest of all Unit Owners.

(vi) In instances where vehicles using any Parking Space or other facilities of the Condominium do not comply with the foregoing provisions, the Trustees of the Condominium are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.

(L) The use of the porches or patios, decks, balconies or parking spaces by the owners or occupants of the respective Units to which they are appurtenant and any improvement thereof shall comply with this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, Chapter 183A and all zoning, safety, building and other applicable laws, ordinances and regulations. The Trustees of the Condominium Trust and their agents, servants and contributors may have access to and use of said porches or patios, decks, balconies or parking spaces after not less than 48 hours notice to the owner of the Unit having the exclusive right to the use thereof for purposes of maintenance, repair, upkeep or inspection of said areas or other portions of the Building or Common Areas and the Trustees of the Condominium Trust and any Unit owner may have access to and use of the porches or patios, decks, balconies or parking spaces at any time, without notice, in the event of an emergency.

(M) All Units, from the period of October 15 to April 15 of each year, shall be heated at all times so as to maintain minimum temperatures in such Units of 62 degrees Fahrenheit so as to avoid the freezing of pipes, plumbing facilities and the like. If any Unit owner fails to maintain a 62 degree temperature as aforesaid, the Trustees shall have a right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature as aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of Chapter 183A.

These restrictions shall be for the benefit of all the Unit owners and shall be administered on behalf of the Unit owners by the Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end 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 such as occur during his or her Unit ownership.

The use of the Building(s) and Common Areas may also be restricted under the provisions of the Condominium Trust and the Rules and Regulations promulgated thereto and recorded herewith; provided however, that any such restrictions shall not be inconsistent with the terms and conditions of this Master Deed.

10. AMENDMENT OF MASTER DEED\ADDITIONAL PHASES

This Deed may be amended by vote of at least 80% in beneficial interest of all Unit Owners, case in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 80% in beneficial interest of all Unit Owners.

The Declarant hereby reserves the right for himself, his successor and assigns, without the consent of any Unit owner or any holder of a mortgage on a Unit, pursuant and in accordance with the provisions of this section, to amend the Master Deed to add such additional phases and all other structures and improvements which may be situated on the Condominium Land and the related common areas of the Condominium by the recording of an Amendment to the Master Deed with the Middlesex North Registry of Deeds.

Each Additional Phase added to the Condominium shall be assigned a Phase number pursuant to Section 3 of the Master Deed.

Upon recording of any such Amendment to the Master Deed, the Additional Phases and Units included within and the elements, features and facilities designated as common areas shall be a part of the Condominium as if included and described in the original Master Deed. Should the Declarant elect to add additional phases to the Condominium, the additional Units contained therein, when added to Phase I shall not in the aggregate, amount to more than thirty (36) Units.

Nothing contained in the Master Deed shall be deemed to restrict the right of the Declarant to construct additional Buildings or other improvements on the Condominium Land, provided however, that if the Declarant elects to construct such additional Buildings or other improvements on the Condominium Land, they shall be designed so as to not detract from the quality and architectural and other aesthetic features of the existing Condominium Building, all in the opinion of the Declarant.

The Declarant hereby further reserves the right for himself, his successor and assigns, without the consent of any Unit owner or any holder of a mortgage on a Unit, pursuant and in accordance with the provisions of this section, to amend the Master Deed to (a) correct technical, scrivener's errors or other defects in the Master Deed; (b) to fulfill requirements of applicable laws and governmental regulations and to satisfy the requirements or bring the Master Deed into compliance with the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) legal guidelines and legal warranties; the Government National Mortgage Association; the Veterans Administration; the Department of Housing and Urban Development; the Federal Housing Association or any other governmental agency (public, quasi-public or private), (c) to bring this Master Deed in compliance with Chapter 183A of the general laws of the Commonwealth of Massachusetts and (d) to satisfy the provisions of this Master Deed, at any time or from time to time by the recording of an Amendment to the Master Deed with the Middlesex South Registry of Deeds, Land Registration Office.

By acceptance of a deed to a Unit within the Condominium, each Unit owner and the holder of a mortgage on a Unit shall have thereby consented to any such amendment or a Restated Master Deed made pursuant to this section, without the Declarant being required to obtain any further consent or the execution of any documents by such Unit owner or mortgage holder.

However, no instrument of Amendment which alters the use of or the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered and its Mortgagee(s), if any; and

No instrument of Amendment which alters the percentage of undivided interest to which a Unit is entitled in the Common Areas shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected and said instrument is recorded as an Amended master Deed; and

No instrument of Amendment affecting any Unit in any way which impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage; except that an amendment of this Master Deed reducing a Unit's percentage of the undivided interest to which it is entitled in the common areas shall not be considered impairing the security of any mortgage; and

No instrument of Amendment affecting any Unit in any way which impairs the security of a holder of a mortgage of record or which would disqualify the holder of a mortgage of record from sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) under the laws and regulations applicable thereto, shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

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 Chapter 183A shall be of any force or effect.

In furtherance of the foregoing, a power coupled with an interest, is hereby reserved and granted to the Declarant 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 or other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights granted under this section shall terminate at such time as the Declarant, its successors and/or assigns, no longer holds title to a Unit and such power shall thereafter vest in the Trustees of the Condominium Trust.

11. DECLARANT'S RESERVATION OF RIGHTS

Notwithstanding the provisions contained in this Master Deed, especially Sections 8 and 9 hereof, and notwithstanding the provisions contained in Trust to the contrary, the Declarant, or any successor or assigns to its interest in the Condominium, hereby reserves for itself and its successors and/or assigns without the further consent of any Unit Owner, the following rights and easements:

(a) Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the rights of easements to use, occupy, alter, for construction purposes only, the Land described in Section 2 for all purposes necessary or desirable in order to construct Additional Phases of the Condominium including the Buildings and the Condominium Units thereon and the Common Areas thereof and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

(b) Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the following rights to be in full force and effect until the last of the Condominium Units in all Phases is conveyed of record by the Declarant; the right of access, ingress, and egress over and upon the Land described in Section 2 hereof and the Common Areas of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by the Declarant in connection with the creation and construction of Additional Phases; the right to lay, maintain, repair and replace, construct and install and connect all utilities, utility lines, poles, ducts, conduits and similar facilities to serve any or all of the Condominium Units in the Additional Phases and the Common Areas and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air and all drainage pipes, septic tanks, sewer and sewerage disposal systems to serve any or all of the Condominium Units in the Additional Phases and the Common Areas; to pass and repass by foot and vehicular traffic over all driveways, roadways, access ways and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways and walkways are commonly used, including the transportation of construction materials, equipment and personnel for the purpose of construction of said Additional Phases; to construct the Buildings and Improvements on the Land shown on the Plans filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation, the right to grant to others, including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of Additional Phases; to store construction materials, equipment and supplies in those portions of the Common Areas not subject to rights of exclusive use appurtenant to any Unit and in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium Units in Phases 1 and 3 and the Additional Phases and the Common Areas in connection therewith;

©) The right to grant or reserve in the future, without the consent of any Unit Owner or holder of a mortgage on a Unit, such other rights, easements or restrictions on, over, across, through and/or under the Condominium Land, which the Declarant deems necessary, appropriate or advisable in connection with the development of the Condominium Land.

(d) The right to grant or reserve in the future, without the consent of any Unit Owner or holder

of a mortgage on a Unit, such other rights, easements or restrictions on, over, across, through and/or under the Condominium Land, which the Declarant deems necessary, appropriate or advisable in connection with a Public Access Recreation Trail as specified and detailed in the

Comprehensive Permit Decision of the Reading Zoning Board of Appeals recorded with the Middlesex South Registry of Deeds, Office of Land Registration, as Document No. 1345331 noted on Certificate of Title No.231761, Book 1289, Page 8.

The rights and easements reserved by the Declarant in this Section 11 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other Sections of the Master Deed.

Each Trustee of the Condominium Trust, as well as each Owner and Mortgagee of a Unit within the Condominium, by acceptance and recording of a deed or mortgage to a Unit, shall thereby have consented to the exercise of all of the Declarant's rights, easements and reservations herein declared and reserved by the Declarant for the benefit of itself, its successors and/or assigns without the necessity of securing any further consent or execution of any further documents by such Trustee, Owner or Mortgagee, and does here by appoint Declarant as his/her/their/its attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant and to exercise any of such right or to effect any such rights, which power of attorney is deemed running with the land, binding upon heirs,, successors and assigns, durable, irrevocable and coupled with an interest.

12. ENCROACHMENTS.

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

13. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.

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

14. PROVISIONS FOR THE PROTECTION OF MORTGAGEES

It is the intention of the Declarant that the Condominium conform and comply with Federal Home Loan Mortgage Corporation (FHLMC) legal warranties and the Federal National Mortgage Association (FNMA) legal guidelines and to that end, notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter First Mortgagees) of record with respect to the Units and shall be enforceable by any First Mortgagee:

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

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage;
or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default —by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

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

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

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

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless at least two-thirds (2/3) 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 the rights reserved in this Master Deed; or

(iii) Partition or subdivide any Unit; or

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

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

(g) To the extent permitted by law, all taxes, assessments and charges 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 institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(a) 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;

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

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

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

(e) 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;

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

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

The Declarant intends that the provisions of this 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 section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

**15. UNITS SUBJECT TO MASTER DEED, UNIT DEED, DECLARATION OF TRUST,
AND RULES AND REGULATIONS.**

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

16. SALE, RENTAL AND MORTGAGING OF UNITS.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights, as owner of unsold Units, as any other Unit Owner.

17. INVALIDITY.

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

18. 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.

19. 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.

20. CONFLICTS.

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

In the event of a conflict between numerical voting requirements for action set forth in the Master Deed and any such requirements set forth in the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

In the event of any other conflict between the Declaration of Trust and any provision of this Master Deed, this Master Deed shall control.

21. INVALIDITY.

The invalidity of any provision of the Master Deed shall not impair or effect the validity or enforceability of the other provisions of this Master Deed.

WITNESS the execution hereof, under seal, this 11th day of April, 2005.

MAPLEWOOD VILLAGE DEVELOPMENT, L.L.C.

[Signature]
MEMBER: Village Builders Corporation
John R. Cullen, Jr., President & Treasurer

*22 C
137 3080*

[Signature]
MEMBER: Triton Construction Management, Inc.
Richard W. Stuart, Jr., President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 11, day of April, 2005, before me, the undersigned notary, personally appeared the above named **John R. Cullen, JR., PRESIDENT & TREASURER OF VILLAGE BUILDERS CORPORATION, MEMBER, MAPLEWOOD VILLAGE DEVELOPMENT, LLC**, proved to me through satisfactory evidence of identification, which were a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[Signature]

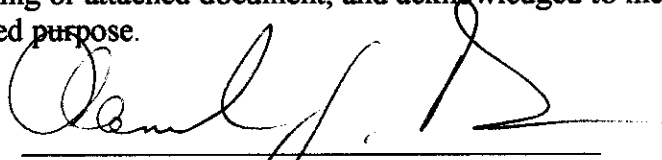
Notary Public: Daniel J. Brown
My Commission expires: 10-28-05



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 11th day of April, 2005, before me, the undersigned notary, personally appeared the above named **Richard W. Stuart, Jr., PRESIDENT AND TREASURER OF TRITON CONSTRUCTION MANAGEMENT, INC., MEMBER, MAPLEWOOD VILLAGE DEVELOPMENT, LLC** proved to me through satisfactory evidence of identification, which were a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Notary Public: Daniel J. Brown
My Commission expires: 10-28-05

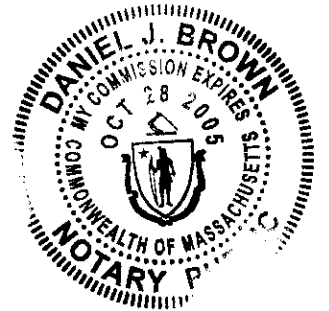


EXHIBIT A

**MAPLEWOOD VILLAGE CONDOMINIUM
231-261 SALEM STREET**

PROPERTY DESCRIPTION

B 1271
P48

That certain parcel of land situated in Reading in the County of Middlesex and said Commonwealth of Massachusetts, shown as Lot 37 on Land Court Plan 28404E, containing 266,169+/- square feet of land, to which reference is made for a more particular description of said Lot.

For title reference see Middlesex South Registry of Deeds, Office of Land Registration as Certificate of Title No. 231761 at Book 1289, Page 8.

Said Premises are subject to zoning laws of the Town of Reading, and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable.

The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

MASTER DEED

MAPLEWOOD VILLAGE CONDOMINIUM
231-261 SALEM STREET
READING, MIDDLESEX COUNTY, MASSACHUSETTS 01867

EXHIBIT B

Exhibit B is hereby incorporated by reference into and made a part of the Master Deed of Maplewood Village Condominium, 231-261 Salem Street, Reading, Middlesex County, Massachusetts.

DESCRIPTION OF BUILDING

There is one building on the land, described on Exhibit A to this Master Deed. The Building is a two (2)-story building. The building is constructed principally wood. The floor joists and the roof joists are wood. The roof is asphalt shingle. There are seven (7) Residential Units.

BUILDING F - PHASE I

243 SALEM STREET

UNITS 1, 2, 3, 4, 5, 6 & 7 HAVE THE FOLLOWING ROOMS AND SQUARE FOOTAGE:

UNIT 1: two bedrooms; two baths; kitchen; dining area; living room, utility room, side porch, rear patio and one car garage, containing in all 1,426 square feet.

UNIT 2 (Affordable Unit): two bedrooms; two baths; kitchen; dining area; living room, utility & storage room containing in all 1,235 square feet.

UNIT 3: two bedrooms; two baths; kitchen; dining area; living room, utility room, side porch, rear patio and one car garage, containing in all 1,429 square feet.

UNIT 4: two bedrooms; two baths; kitchen; dining area; living room, storage; stairwell; side deck and one car garage under, containing in all 2,033 square feet.

UNIT 5: two bedrooms; two baths; kitchen; dining area; living room, storage, stairwell, balcony, and one car garage under, containing in all 1,693 square feet.

UNIT 6 (Affordable Unit): two bedrooms; two baths; kitchen; dining area; living room, storage, stairwell, rear deck and one car garage under, containing in all 1,625 square feet.

UNIT 7: two bedrooms; two baths; kitchen; dining area; living room, storage, stairwell, side deck and one car garage under, containing in all 1,765 square feet.

COMMON AREAS: The Units have immediate common area access to the patios, porches, decks appurtenant to the Unit; the land area outside of a Unit's attached garage, the common parking and common access road from the front of the Unit and the common grounds and landscaped areas. Units 4, 5, 6 and 7 further have access to rear stairway access to said units all of which are shown on the Floor Plans recorded herewith.

BUILDING E 261 SALEM ST.						
UNIT 1		6.36%	4.70%	3.43%	2.70%	2.35%
UNIT 2		5.51%	4.07%	2.97%	2.34%	2.03%
UNIT 3		6.375%	4.71%	3.45%	2.71%	2.35%
UNIT 4		9.075%	6.70%	4.89%	3.85%	3.35%
UNIT 5		7.555%	5.58%	4.07%	3.21%	2.79%
UNIT 6		7.25%	5.35%	3.91%	3.08%	2.68%
UNIT 7		7.875%	5.82%	4.25%	3.35%	2.91%
BUILDING F 243 SALEM ST.						
UNIT 1	12.72%	6.36%	4.70%	3.43%	2.70%	2.35%
UNIT 2	11.02%	5.51%	4.07%	2.97%	2.34%	2.03%
UNIT 3	12.75%	6.375%	4.71%	3.45%	2.71%	2.35%
UNIT 4	18.15%	9.075%	6.70%	4.89%	3.85%	3.35%
UNIT 5	15.11%	7.555%	5.58%	4.07%	3.21%	2.79%
UNIT 6	14.50%	7.25%	5.35%	3.91%	3.08%	2.68%
UNIT 7	15.75%	7.875%	5.82%	4.25%	3.35%	2.91%
TOTAL:	100%	100%	100%	100%	100%	100%

The Declarant reserves the right to change such order and mix and the corresponding percentage interest appertaining to the units existing before as well as after such change, provided that such percentage interests as modified comply with Chapter 183 A as amended.

EXHIBIT C
PROPORTIONATE INTEREST OF EACH UNIT
IN THE COMMON AREAS AND FACILITIES

BUILDING & UNIT NO.	PHASE I	PHASE II IF BUILT	PHASE II IF BUILT	PHASE IV IF BUILT	PHASE V IF BUILT	PHASE VI IF BUILT
BUILDING A 231 SALEM ST.						
UNIT 1						2.55%
UNIT 2						2.55%
UNIT 3						3.99%
UNIT 4						3.99%
BUILDING B 237 SALEM ST.						
UNIT 1					2.70%	2.35%
UNIT 2					2.34%	2.03%
UNIT 3					2.71%	2.35%
UNIT 4					3.85%	3.35%
UNIT 5					3.21%	2.79%
UNIT 6					3.08%	2.68%
UNIT 7					3.35%	2.91%
BUILDING C 249 SALEM ST.						
UNIT 1				3.43%	2.70%	2.35%
UNIT 2				2.97%	2.34%	2.03%
UNIT 3				3.45%	2.71%	2.35%
UNIT 4				4.89%	3.85%	3.35%
UNIT 5				4.07%	3.21%	2.79%
UNIT 6				3.91%	3.08%	2.68%
UNIT 7				4.25%	3.35%	2.91%
BUILDING D 255 SALEM ST.						
UNIT 1			5.10%	3.72%	2.93%	2.55%
UNIT 2			5.10%	3.72%	2.93%	2.55%
UNIT 3			7.97%	5.825%	4.59%	3.99%
UNIT 4			7.97%	5.825%	4.59%	3.99%

with
12-76-723
5-9-03

(2)

DOCUMENT 01373206

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 09, 2005 at 03:26P

Document Fee: 125.00

Receipt Total: \$500.00

CERT: C 637 BK: 00032 PG: 117

DAVID J. BROWN ESQ
NAME PO BOX 697 TEL.
CONCORD NH 03302
STREET ADDRESS CITY OR TOWN ZIP
603-225-7490