

32



Bk: 22856 Pg: 233 Page: 1 of 32
Recorded: 03/27/2009 02:33 PM

THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM
MASTER DEED

PROPERTY ADDRESS: 36 MIDDLESEX AVENUE, WILMINGTON, MA 01887

I. Creation of Condominium.

(A)(1) The undersigned, William J. Eldredge, Trustee of the 36 Middlesex Ave. Realty Trust (u/d/t dated August 30, 2007, and recorded at the Middlesex North District Registry of Deeds as Book 21561, Page 242), (the "Declarant"), being the sole owner of the land with the buildings thereon located at 36 Middlesex Avenue, Wilmington, Massachusetts (the "Land"), described on Exhibit "A" which is attached hereto and hereby incorporated herein by this reference and made a part hereof, 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, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state it proposes to create, and does hereby create, a Condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(A)(2) Definitions:

The following terms shall have the following meanings in this Master Deed and in the Declaration of Trust of THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM TRUST:

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

Declarant shall mean William J. Eldredge, Trustee of the 36 Middlesex Ave. Realty Trust.

Site Plan shall mean a plan entitled "Condominium Site Plan in Wilmington, Mass." showing the site plan for THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM created by Hayes Engineering, Inc., dated March 20, 2009.

Successors and Assigns shall mean the successors and assigns of the Declarant.

(B) Condominium Phasing.

The Declarant currently plans to develop the Condominium as a phased Condominium, each Phase of which shall include one or more building(s), containing one or more Units or one or more common facilities or elements or combinations thereof. Section VIII (C) hereof sets forth the Declarant's easements and rights to add additional Units, Exterior Parking Spaces, and Phases, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all Unit Owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or any mortgagee, or any Trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, shall be necessary so as to add additional Units, Exterior Parking Spaces and Phases to the Condominium. When fully-phased, the Condominium shall contain one (1) commercial unit and eleven (11) residential units. Each Phase may also contain both interior and exterior Common Areas and Facilities and Exterior Parking Spaces. Said Section VIII (C) also describes the Declarant's additional rights in connection with phasing, and certain limitations on the Declarant's phasing rights. Said Section VIII (C) also describes the Declarant's additional rights in connection with phasing and certain limitations and Declarant's rights.

II. Description of Land.

(A) The premises which constitute the Condominium consists of the land described on Exhibit "A", which is attached hereto and incorporated herein by this reference is made a part hereof, (the "Land") together with the Buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period two (2) years next after the date on which the amendment to this Master Deed adding the last Phase is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the Common Areas and Facilities of the Condominium for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this Section, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. Nothing in this Section shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium including, but not limited to, the Land and all Buildings, for the purpose of installing cable television lines and other utility lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install cable television lines and utility lines and such other equipment as may be necessary for the installation and operation of the same in any portions of the Condominium Buildings.

(B) The Declarant further reserves the right and easement over the land described above, common with THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM TRUST and the Owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace

and/or renew any underground and/or above ground utility lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of the Condominium; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the land described hereunder.

The Declarant further reserves the right and easement, in common with the THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM TRUST and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Wilmington, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the Declarant, as well as its agents, servants, employees, contractors, workmen, work crews, successors and assigns to (a) further grant easements across the Land upon terms and conditions similar to those contained herein; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on the Land.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the owners and occupants of the Land hereunder.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity.

III. Description of Buildings

The Buildings which constitute the Condominium are described on Exhibit "B". The Condominium consists of three buildings. Each building is of wood frame construction, with vinyl siding and asphalt shingles. Building A has three (3) stories and contains one (1) commercial and four (4) garden style residential units. Building B has three (3) stories and contains three (3) garden style residential units. Building C has three (3) stories and contains four (4) townhouse style units.

IV. Description of Units.

Building A

(A) Units.

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

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

- i. Lower Boundaries. The upper surface of the poured concrete floor at the basement floor level or the plain of the upper surface of the sub-flooring. The sub-flooring shall include, but not be limited to, any underlayment including concrete and gypcrete, but not including padding such as carpet padding.
- ii. Upper Boundaries. The plane of the lower surface of the ceiling joists.
- iii. Walls. The plane of the surface of the wall studs facing the interior of the Unit.
- iv. Pipe Chases or Other Enclosures concealing pipes, wires or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one (1) Unit are a part of the Common Areas and Facilities.
- v. Chimneys and Flues. Each Unit includes, to the extent shown on the floor plan, a chimney and flue and all portions and all components of which, whether located within or outside the Unit, are part of the Unit which it serves. Each Unit Owner shaving such a fireplace and chimney shall have the same cleaned every two (2) years by October 15th of said year, the first year of which shall be in the year 2011 and submit the proof of the same to the Trustees before November 1st.
- vi. Doors and Windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and sash.

All Units are heated and cooled by means of a separate heating, ventilating and air conditioning system. The HVAC system for Unit 1 is located on a concrete slab on the ground outside Building A and adjacent to the Unit. The HVAC systems for Unit 2 and Unit 3 are soffited into the ceiling above the interior Building A parking spaces. The HVAC systems for Unit 4 and Unit 5 are soffited into the ceiling within the storage areas of their respective units. Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater and HVAC systems) contained therein, or wherever located, which exclusively serve the Unit.

Each Unit shall have as appurtenant thereto, the right and easement to use, in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through other Units or the Common Areas and Facilities.

Each Unit shall have as appurtenant thereto, the right and easement to use the Common Areas described in Section V, Sections A and C hereof with the other Unit Owners in the Condominium.

Each Unit Owner shall be responsible for their electricity, gas, water and sewer expenses, which shall be supplied by a public utility servicing the area in which the Condominium Association is located directly to each Unit Owner through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas, water and sewer and other utilities (if any), consumed or used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his Unit.

(B) Interior and Exterior Parking Spaces.

- (i) Unit 1 contains a four-car interior carport/garage as shown on the floor plans.
- (ii) Exterior Parking Spaces not located within a Units carport/garage (the "Exterior Parking Spaces", individually, an "Exterior Parking Space") shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Exterior Parking Spaces. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners of Units, their tenants and their guests, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium Trust.
- (iii) Exterior Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), or by light commercial vehicles (as that term is defined in section 4.1.6 of the Town of Wilmington Zoning By-Law, i.e. maximum 6,000 pound gross vehicle weight or 135 inch wheel base) and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Exterior Parking Spaces.

- (C) Storage Space – The Declarant shall have the right to create a storage space and convey the exclusive use of said Storage Space to a Building A Unit Owner in the Condominium or to the Condominium Trust. The Declarant shall have the right to establish levels of maintenance, upkeep and repair with respect to the Storage Area and assign the obligation and responsibility either to the Trustees and/or the Unit

Owner who has been granted the exclusive use of the same.

However, so long as the Declarant owns a Unit, the Declarant shall have the right to:

1. Lease, rent and license the use of any Storage Area;
2. Use said Storage Area for material permitted by law; and
3. Such other further rights granted by the Declarant in the Master Deed.

Notwithstanding any provisions of these Condominium documents, a Unit Owner may not convey such Storage Space without conveying such Unit Owner's Unit and other interest appurtenant thereto.

Building B

(A) Units.

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

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

- (i) Lower Boundary: The upper surface of the poured concrete floor of the floor slab;
- (ii) Upper Boundary: The lower surface of the roof rafters and joists;
- (iii) Walls: The plane of the surface of the wall studs facing the interior of the Unit;
- (iv) Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one (1) Unit are a part of the Common Areas and Facilities.
- (v) Doors (including garage doors) and windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and sash;
- (vi) Chimneys, and flues. Each Unit includes, to the extent shown on the floor plan, a chimney and flue and all portions and all components of which, whether located within or outside the Unit, are part of the Unit which it

serves. Each Unit Owner shaving such a fireplace and chimney shall have the same cleaned every two (2) years by October 15th of said year, the first year of which shall be in the year 2011 and submit the proof of the same to the Trustees before November 1st.

All Units are heated and cooled by a heat pump which contains a fan, condenser, wiring and other equipment, all of which is contained within the Unit or located on a concrete slab Outside Building B immediately adjacent to the respective Unit.

Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) contained therein or wherever located which exclusively serve the Unit.

Each Unit shall have as appurtenant thereto the right and easement to use, in common with the Units served thereby, all utility lines and other Common Facilities which serve it, but which are located in or pass through the Common Areas and Facilities.

Each Unit shall have as appurtenant thereto, the right and easement to use the Common Areas described in Section V, Sections B and C hereof with the other Unit Owners in the Condominium.

Each Unit Owner shall be responsible for their electricity, gas, water and sewer expenses, which shall be supplied by a public utility servicing the area in which the Condominium Association is located directly to each Unit Owner through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas, water and sewer and other utilities (if any), consumed or used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his Unit.

(B) Exterior Parking Spaces.

- (i) Each Unit includes, as an appurtenance thereto, one (1) exterior parking space as shown on the plans and as designated in the first deed for the Unit.
- (ii) Exterior Parking Spaces not designated as an appurtenance to a Unit (the "Exterior Parking Spaces", individually, an "Exterior Parking Space") shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Exterior Parking Spaces. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners of Units, their tenants and their guests, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium Trust.
- (iii) Exterior Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), or by light commercial vehicles (as that term is defined in section 4.1.6 of the Town of Wilmington Zoning By-Law, i.e. maximum 6,000 pound gross

vehicle weight or 135 inch wheel base) and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Exterior Parking Spaces.

- (iv) Decks and Patios. Each Unit shall have the exclusive right and easement for the use of the deck and/or patio which adjoins said Unit. Each Unit shall be responsible for the upkeep and maintenance of said exclusive use area. Barring failure of the Unit Owner to maintain said decks and patios, the Board of Trustees shall have the obligation to replace the same pursuant to the provisions of the Declaration of Trust. Said right shall be subject to the Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such deck and/or patio, along with the appearance, painting, decorating and utilization of said deck and/or patio.

Building C

(A) Units.

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

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

- (i) Lower Boundary: The upper surface of the poured concrete floor of the floor slab;
- (ii) Upper Boundary: The lower surface of the roof rafters and joists;
- (iii) Walls: The plane of the surface of the wall studs facing the interior of the Unit;
- (iv) Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one (1) Unit are a part of the Common Areas and Facilities.

- (vii) Doors (including garage doors) and windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and sash;
- (viii) Chimneys, and flues. Each Unit includes, to the extent shown on the floor plan, a chimney and flue and all portions and all components of which, whether located within or outside the Unit, are part of the Unit which it serves. Each Unit Owner shaving such a fireplace and chimney shall have the same cleaned every two (2) years by October 15th of said year, the first year of which shall be in the year 2011 and submit the proof of the same to the Trustees before November 1st.

All Units are heated and cooled by a heat pump which contains a fan, condenser, wiring and other equipment, all of which is contained within the Unit or located on a concrete slab Outside Building C immediately adjacent to the respective Unit.

Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) contained therein or wherever located which exclusively serve the Unit.

Each Unit shall have as appurtenant thereto the right and easement to use, in common with the Units served thereby, all utility lines and other Common Facilities which serve it, but which are located in or pass through the Common Areas and Facilities.

Each Unit shall have as appurtenant thereto, the right and easement to use the Common Areas described in Section V, Sections B and C hereof with the other Unit Owners in the Condominium.

Each Unit Owner shall be responsible for their electricity, gas, water and sewer expenses, which shall be supplied by a public utility servicing the area in which the Condominium Association is located directly to each Unit Owner through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas, water and sewer and other utilities (if any), consumed or used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his Unit.

(B) Interior and Exterior Parking Spaces.

- (i) Each Unit contains a one-car interior garage as shown on the floor plans.
- (ii) Exterior Parking Spaces not located within a Unit's garage (the "Exterior Parking Spaces", individually, an "Exterior Parking Space") shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Exterior Parking Spaces. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners of Units, their tenants and their guests, subject to and in

accordance with the By-Laws and Rules and Regulations of the Condominium Trust.

- (iii) Exterior Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), or by light commercial vehicles (as that term is defined in section 4.1.6 of the Town of Wilmington Zoning By-Law, i.e. maximum 6,000 pound gross vehicle weight or 135 inch wheel base) and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Exterior Parking Spaces.
- (iv) Decks and Patios. Each Unit shall have the exclusive right and easement for the use of the deck and/or patio which adjoins said Unit. Each Unit shall be responsible for the upkeep and maintenance of said exclusive use area. Barring failure of the Unit Owner to maintain said decks and patios, the Board of Trustees shall have the obligation to replace the same pursuant to the provisions of the Declaration of Trust. Said right shall be subject to the Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such deck and/or patio, along with the appearance, painting, decorating and utilization of said deck and/or patio.

V. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein.

The Common Areas and Facilities of the Condominium consist of the entire subject premises as described in Section II ("Description of Land") of this Master Deed, other than the Units described on Exhibit "C" hereto, subject to the further limitations as set forth below, along with being subject to the Declarant's phasing easements and rights as set forth in Sections I(B) and VIII(C). Without limiting the foregoing language in this Section V, the Common Areas and Facilities of the Condominium include and are subject to:

A. Building A.

- (i) The attic, foundation, structural members, beams, supports, exterior walls, vinyl siding, roof and structural walls, and other structural components located within any Unit, subject to easements of other Units to replace existing HVAC equipment located therein;

- (ii) Installation of central services, if any, such as heat, electric power, gas, hot and cold water, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, including Appurtenant Areas thereof, whether located in that Unit or located elsewhere in the Common Areas;
- (iii) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services (collectively, "utility installations") which utility installations are: (i) contained in the common portions of the Building; and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Appurtenant Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;
- (iv) The main entrance, foyers, other entrances, hallways and corridors, stairways and fire escapes and any HVAC equipment serving the same, wherever located;
- (v) The Storage Spaces, subject to the exclusive use and interest in the same;
- (vi) Utility rooms;
- (vii) The elevator, elevator shaft, pits and all associated components for the same;
- (viii) All trash storage facilities;
- (ix) Steps in the entrance;

B. Building B.

- (i) The attic, foundation, structural members, beams, supports, exterior walls, vinyl siding, roof and structural walls, and other structural components located within any Unit, subject to easements of other Units to replace existing HVAC equipment located therein;
- (ii) Installation of central services, if any, such as heat, electric power, gas, hot and cold water, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, including Appurtenant Areas thereof, whether located in that Unit or located elsewhere in the Common Areas;
- (iii) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services (collectively, "utility installations") which utility

installations are: (i) contained in the common portions of the Building; and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Appurtenant Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;

- (iv) The main entrance, foyers, other entrances, hallways and corridors, stairways and fire escapes and any HVAC equipment serving the same, wherever located;
- (v) The Storage Spaces, subject to the exclusive use and interest in the same;
- (vi) Utility rooms;
- (vii) All trash storage facilities;
- (viii) Steps in the entrance;

C. Building C.

- (i) The attic, foundation, structural members, beams, supports, exterior walls, vinyl siding, roof and structural walls, and other structural components located within any Unit;
- (ii) Installation of central services, if any, such as heat, electric power, gas, hot and cold water, and fire control systems, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, including Appurtenant Areas thereof, whether located in that Unit or located elsewhere in the Common Areas;
- (iii) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services (collectively, "utility installations") which utility installations are: (i) contained in the common portions of the Building; and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Appurtenant Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;
- (iv) Steps in the entrance;

D. Common Areas and Facilities Subject to all Buildings.

- (i) The Land described in Section II (“Description of Land”) of this Master Deed, subject to the provisions regarding the Declarant’s rights and subject to the provisions regarding Exterior Parking Spaces, Garage Parking Spaces and Storage Areas;
- (ii) Exterior lighting devices and wires and poles serving the same;
- (iii) Exterior Parking Spaces, except as otherwise limited by this Master Deed; Declarant reserves the right and easement to relocate/reconfigure any unassigned parking spaces as advisable in the sole discretion of the Declarant;
- (iv) The lawns, plants, shrubbery, landscaping, driveways, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, to the extent that any of the foregoing are not situated within a Unit;
- (v) Irrigation systems and all components related to the same;
- (vi) Such additional Common Areas and Facilities as may be defined in Chapter 183A;
- (vii) Any and all private wells on the property, as well as any components related to the same;
- (viii) The sewer system, which is defined as all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer services and all sewage drainage pipes and all appurtenant areas located outside the Units that serve part of the Condominium other than a specific Unit exclusively;
- (ix) Any components related to the storm water management facility;
- (x) The Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Condominium Trust, and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof;
- (xi) The Declarant has reserved the right and easement pursuant to Sections 1(B) and 8(C) hereof to modify the boundaries of Units to be included in the Condominium as part of future Phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the Amendment to this Master Deed adding such future Phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to

the Units involved;

- (xii) The Declarant's reserved rights and easements pursuant to Section 8(C) hereof includes, without limitation, the right to situate a dumpster for trash service on the Premises in a location to be determined at the sole discretion of the Declarant;
- (xiii) All other items situated on the Land and listed as Common Areas in Massachusetts General Laws, Chapter 183A, except for the Units described on Exhibit "C" hereto, subject to the provisions regarding the Declarant's Phasing rights. The proportionate interest of each Unit of the Condominium in the Common Areas and Facilities of the Condominium shall be as set forth on Exhibit "C" which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future phases are created as set forth herein elsewhere.

VI. Master and/or Site Plans.

A set of the floor plans of the buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" and/or "Site Plans" is hereby incorporated herein by this reference and made a part hereof.

VII. Use of Units.

(A) Unit 1 in Building A is intended for lawful commercial use only. Unit 1 may be used for permitted retail or professional offices without permission of the Board of Trustees, or for such other permitted commercial uses allowed by the Town of Wilmington Zoning By-Law with the express written permission of the Board of Trustees.

(B) All other Units in all Buildings are intended only for residential purposes; provided, however, that any Unit may also be used as an office but only (1) accessory to such residential use; (2) only if and to the extent such accessory office use is permitted by applicable zoning laws; and (3) no one shall be employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(C) There shall be no smoking allowed in any interior common area or Unit in Buildings A and B.

(D) No unit may be rented or leased for any period shorter than six (6) continuous months without the express written permission of the Board of Trustees.

(E) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may use one or more Units for sales offices, models and other purposes, and may rent, lease or license Units.

(F) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto.

(G) No Unit Owner shall make any addition, alteration or improvement in or to any Unit, including Appurtenant Areas, affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural or architectural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit, including Appurtenant Areas (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

In many instances, the water pipes servicing the Units consist of plastic or PVC. As such, Unit owners are expressly prohibited from any drilling, cutting or exposing the area between interior walls. A Unit Owner shall be liable for any damage or injury resulting from the Unit Owner's violation of this provision.

(H) No Unit Owner shall make any addition, alteration or improvement to any part of the Common Area, including, without limitation, Exclusive Use Areas and/or the yard and landscaping thereof, without written consent of the Board of Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary.

VIII. Amendment of Master Deed.

(A) This Master Deed may be amended by: (i) vote of the Owners of Units entitled to not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities; (ii) the assent of not less than fifty-one percent (51%) (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee; and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust,

who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Middlesex County Registry of Deeds, provided, however that:

(i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex County Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place;

(ii) Pursuant to the provisions of General Law, Chapter 183A, Section 5, the percentage of the undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded;

(iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the Units so altered;

(iv) No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any Unit in the Condominium;

(v) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect;

(B) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant reserves the right, at any time and from time to time, to unilaterally amend this Master Deed or Trust, for the following purposes:

- (i). to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Wilmington, or any of its boards, bodies or agencies;
- (ii). or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender; or
- (iii). To induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the ownership of a Unit; or
- (iv). to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission in this Master Deed, Trust, Exhibit thereto, or any supplement or amendment thereto, including without limitation, the correction of measurements appearing on any plan recorded in connection with the Condominium; or

- (v). to assist the Declarant in the sale, development and/or marketing of any Unit.

All Unit Owners, mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to any such amendments by the Declarant.

(C) The Condominium is planned to be developed as a Phased Condominium, each Phase of which shall include one (1) or more Buildings and Units and may include Decks, Garages, Exterior Parking Spaces, Storage Areas and other appurtenances. Notwithstanding anything to this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, the Declarant hereby reserves to itself and its successors and assigns (and any party including, but not limited to, a mortgagee or mortgagees, to whom or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:

- (i) The Declarant shall have the right and easement (but not the obligation) 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) and Units;
- (b) Additional roads, driveways, decks, garages, Exterior Parking Spaces, Garage Parking Spaces, Storage Areas and parking areas, walks and paths;
- (c) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- (d) New or additional conduits, pipes, satellite dishes, wires, poles or other lines, equipment and installations of every character for the furnishing of utilities;
- (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; and

- (ii) In the event that there are unsold Units, the Declarant shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:

- (a) Lease, rent and license the use of any unsold Unit, or Exterior Parking Space, Garage Parking Spaces and Storage Spaces;
- (b) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
- (c) Use any Unit owned by the Declarant as an office for the Declarant's use.

(iii) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant) and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(iv) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by the Section VIII and the development of Common Use Facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section VIII (C). This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other Section of this Master Deed or any other instrument or document, or under applicable law or regulation.

(v) The Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit Owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.

(vi) Ownership of each Building, together with the Units, Decks, Garages, Exterior Parking Spaces and Storage Areas and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

(vii) 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 Buildings, Units, Decks, Garages, Exterior Parking Spaces, Storage Areas and other appurtenances shall be unlimited.

(viii) The following sub-sections are set forth to further describe the scope of the

Declarant's reserved rights and easements under this Section VIII (C):

(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 all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

(I) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or

(II) The Declarant shall record with the Middlesex County Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.

The Declarant shall have the right, prior to the expiration of seven (7) years to unilaterally extend the time for a period of seven (7) years without any further votes required of any Unit Owners and/or mortgage holders and all Unit Owners, mortgagees and Trustees of the Condominium Trust shall be deemed to have consented to any such amendments by the Declarant.

(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 Section VIII (C).

(c) Size of Phases. There are no minimum or maximum size limitations on the future Phase(s) to be added to the Condominium. A Phase may consist of any number of Buildings, Units, Decks, Garages, Exterior Parking Spaces, Garage Parking Spaces, Storage Areas and other appurtenances provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases in numerical order, but may construct Buildings, Units, or Phases add Buildings, Units and Phases to the Condominium in any order which the Declarant may desire.

(d) Units Which May Be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future Phases, however, the total number of Units in the Condominium shall not exceed the

maximum number permitted by applicable law.

(e) Types of Units Which May Be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future Buildings and Garages, and Units which are to be added to the Condominium as part of future Phases. Therefore, except as otherwise set forth in this Master Deed, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in Section IV hereof.

(f) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future Phase(s).

(g) The Declarant may add future Phase(s) and the Building(s) and Unit(s) therein to the Condominium by unilaterally executing and recording with the Middlesex County Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(I) An amended Exhibit "B" describing the Building(s) being added to the Condominium;

(II) If the boundaries of the Unit(s) being added to the Condominium vary from those described in Section IV, the definition of the Common Areas and Facilities contained in Section V hereof shall be modified, as necessary, with respect to such Unit(s);

(III) An amended Exhibit "C" describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Section IV of this Master Deed, and setting forth the new percentage ownership interests of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A; and

(IV) Floor plan(s) for the new Units being added to the Condominium which floor plan(s) shall comply with the requirements of Chapter 183A;

(h) It is expressly understood and agreed that all Unit Owners, and all persons claiming, by, through or under Unit Owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new Phases to the Condominium and all other amendments made pursuant to this Section VIII (C) and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, which so executed by the Declarant or its successors or assigns and recorded with the Middlesex County Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit Owner understands and agrees that as additional Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit Owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the additional of a new Phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

(i) Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section VIII (C) and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section VIII (C).

(j) In the event that notwithstanding the provisions of this Section VIII (C) to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, or its successors and assigns, is required on any amendment to this Master Deed which adds a Building, Unit(s) and/or new Phase(s) to the Condominium, then the Declarant, its successors and assigns 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 each such Unit Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such 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, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

(k) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

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

(m) The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable, one (1) or more facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. The Declarant may turn such facilities 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 Section VIII (C), however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.

(n) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all Phases, the Declarant and its successors-in-title and their nominees may use one (1) or more of the Units for sales offices, marketing functions and models.

(o) Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Phase(s), Units, Garages, Exterior Parking Spaces, Garage Parking Spaces, Storage Areas or any other structures or facilities whatsoever beyond Phase I.

(p) The Declarant further reserves the right and easement over the Land described above, in common with THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM TRUST and the Owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of the Condominium; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the Land described hereunder.

The Declarant further reserves the right and easement, in common with THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM TRUST and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Wilmington including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the Declarant or other owners, as well as its agents, servants, employees, contractors, workmen, work crews, successors and assigns, to (a) further grant easements across the lands upon terms and conditions similar to those contained herein; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on the Land.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Owners and occupants of the Land hereunder.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity.

IX. Condominium Unit Owners Association.

The name of the Trust which has been formed and through which the Unit Owners will manage and regulate the condominium hereby established is THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM TRUST under Declaration of Trust of even date to be recorded herewith. The address of the Trust is c/o William J. Eldredge, 36 Middlesex Avenue, Wilmington, Massachusetts 01887. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the Common Areas and Facilities as established by this Master Deed.

The names and address of the Trustees of said Trust and its term of office are as follows:

William J. Eldredge, 36 Middlesex Avenue, Wilmington, Massachusetts 01887.

Term: As set forth in Article 3 of the Declaration of Trust of THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM Trust.

The Trustee has enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

X. Name of Condominium.

The Condominium hereby established shall be known as "THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM".

XI. Encroachments.

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 or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Buildings; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Buildings stand.

XII. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside Units.

Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities located in the other Units and serving his Unit. Each Unit shall be subject to an

easement in favor of the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in such Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees of the Condominium shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the Buildings.

XIII. Wires Located Outside the Units.

Each Unit Owner shall have an easement in common with the Owners of other Units to use all wires (including, but not limited to those appurtenant to cable television, telephones and security systems) installed by the Declarant and located in the other Units and in portions of the Common Areas and Facilities and serving his Unit. Each Unit Owner shall be subject to an easement in favor of the Owners of the other Units, and of the Trustees of the Condominium Trust, to use all wires (including, but not limited to, those appurtenant to cable television, telephones and security systems) serving other Units or the Common Areas and Facilities in such Unit.

XIV. All Units Subject to Master Deed, Unit Deed and By-Laws and Rules and Regulations of the Condominium Trust.

All present and future Owners, visitors, servants and occupants of Units shall be subject to and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit "A" hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit "A" hereto, and the Unit Deed, and the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such Owner, visitor, 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereto.

XV. Corporation; Federal National Mortgage Association.

Reference is hereby made to Section 32 of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

Notwithstanding any provisions in these documents, the Declarant for himself, and his successors and assigns reserve the right to transfer any and all right associated with the Declarant hereunder, sell, transfer or otherwise convey any of the rights associated with the same hereunder to

a successor Declarant so long Federal Home Loan Mortgage as said instrument is executed and duly recorded in the Registry of Deeds.

XVI. Invalidity.

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

XVII. 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.

XVIII. 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 or the intent of any provisions hereof.

XIX. Municipal Restrictions.

The Town of Wilmington shall not have, now or ever, any legal responsibility for the operation and maintenance of the following: all roadways and parking areas, storm water management facilities including water detention basins, waste water disposal system including the gasoline sand trap system, water distribution system, snow plowing, landscaping, trash removal and recycling, street lighting, open space or sewer service. In this regard, the Condominium Association, now or in the future, shall not seek to have the roadway within the development to be dedicated to or accepted by the Town of Wilmington.

XX. 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.

EXECUTED as an instrument under seal this 26th day of March, 2009.

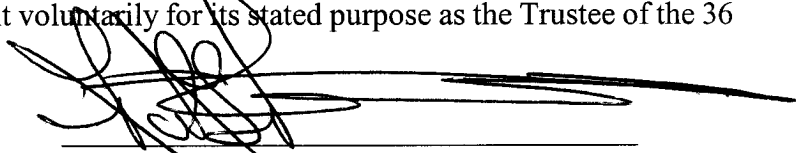
William J. Eldredge Trustee
BY: William J. Eldredge, Trustee
not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss:

March 26, 2009

On this 26th day of March, 2009, before me, the undersigned notary public, personally appeared William J. Eldredge, proved to me through satisfactory evidence of identification, which was A MA LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Trustee of the 36 Middlesex Ave. Realty Trust.



Official signature and seal of notary
ROBERT G. PETERSON
My Commission Expires: 7/26/2013

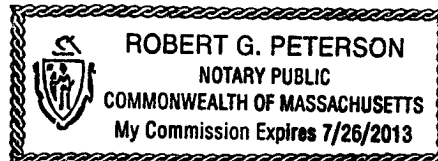


EXHIBIT "A"

THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM
WILMINGTON, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of the THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM, Middlesex County, Wilmington, Massachusetts

DESCRIPTION OF LAND

The premises which constitute the Condominium consist of the following described land in Wilmington, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

The land with the buildings thereon, numbered 36 Middlesex Avenue, Wilmington, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the most Easterly corner of the hereinafter described premises, said corner being on the Northwesternerly sideline of Middlesex Avenue and at land now or formerly of Robert R. & Ethel F. Butters, said Butters land being registered as Land Court Case No 18279A, the line runs:

SOUTHWESTERLY along the sideline of Middlesex Avenue along a curve having a radius of 240.14 feet for a distance of 96.16 feet to a stone bound; thence the line continues:

S 18 degrees 12' 40" W still along the sideline of Middlesex Avenue for 65.14 feet to a stake at the Eastern corner of Lot B [as shown on the below-mentioned plan]; thence the line turns and runs:

N 35 degrees 12' 50" [W] along [said] Lot B for 419 feet more or less to the bank of Mill Trench; thence the line turns and runs:

Northeasterly along the bank of Mill Trench for 44 feet more or less to land of aforementioned Buttes; thence the line turns and runs along the land of Butters for three courses:

S 50 degrees 28' 20" E for 176 feet, more or less; thence,

S 51 degrees 20' 02" E for 54.40 feet; thence,

S 50 degrees 55' 20" E for 124.41 feet to the point of beginning.

Said parcel contains 35,680 square feet, more or less, and being shown as Lot A on a Plan of Land in Wilmington, Massachusetts, surveyed for the Estate of Lena Cavanaugh, prepared by Robert E. Anderson, Inc., dated December 31, 1979, which plan is recorded at the Middlesex North District Registry of Deeds at Plan Book 135, Plan 5.

Being the same premises conveyed to Declarant by Deed of William J. Eldredge, individually, dated August 30, 2007, and recorded with said Registry of Deeds at Book 21561, Page 247.

See Site Plan recorded ~~at Plan Book~~ XXXXXXXXXX ~~Plan Number~~ XXXXXXXXXX HEREWITH.

See Floor Plans ~~recorded at Plan Book~~ XXXXXXXXXX ~~Plan Number~~ XXXXXXXXXX HEREWITH.

EXHIBIT "B"

THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM WILMINGTON, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM, 36 Middlesex Avenue, Wilmington, Middlesex County, Massachusetts

DESCRIPTION OF BUILDINGS

Building A:

The Building is a three (3) story structure. The Building is wood frame with vinyl siding. The roof is asphalt shingle.

Building B:

The Building is a three (3) story structure. The Building is wood frame with vinyl siding. The roof is asphalt shingle.

Building C:

The Building is a three (3) story structure. The Building is wood frame with vinyl siding. The roof is asphalt shingle.

FUTURE PHASES:

If all of the contemplated future Phases are constructed and added to the Condominium, there will be a total of three (3) Buildings and a total of twelve (12) Units. The Buildings will be wood frame with vinyl siding. The floor joists and roof joists will be wood. The roof will be asphalt shingles. The Developer has reserved its right to create basements and decks and such other rights as set forth in the Master Deed.

EXHIBIT "C"

THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM
WILMINGTON, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of THE COURTYARD AT WILMINGTON COMMONS CONDOMINIUM, Wilmington, Middlesex County, Massachusetts

DESCRIPTION OF UNITS

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

Unit 6 consists of 1,412 +/- square feet and is located on the 1st floor of Building B (Phase II).
Unit 6 includes: Kitchen, Living Room, Laundry Area, Two (2) Bathrooms, Three (3) Bedrooms

EXHIBIT "C"

UNIT DESIGNATION	UNIT LOCATION	NUMBER & DESIGNATION OF ROOMS	IMMEDIATE AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
Unit 6	Phase II, Subphase 6	As set forth in Exhibit B	Front and Rear Common Hallways, Side Door	100%

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.