

SCHEIER & KATIN, P.C.
103 GREAT ROAD
ACTON, MA 01720

DAVIS PLACE CONDOMINIUM

MASTER DEED



Bk: 49868 Pg: 463 Doc: MD
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This Master Deed of the Davis Place Condominium made this 30th day of July, 2007.

WITNESSETH that DAVIS PLACE, LLC, a Massachusetts limited liability company having its principal place of business at 8 Whittier Place, Suite 23F, Boston, Massachusetts 02114, (hereinafter referred to as the "Declarant"), being the owner of certain premises in Acton, Middlesex County, Massachusetts, hereinafter described on Schedule A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Davis Place Condominium. The premises which constitute the condominium comprise the land ("Land") situated on Prospect Street, Acton, Middlesex County, Massachusetts together with the improvements and buildings now existing (collectively, the "Condominium"), as shown on a plan entitled, "Davis Place Condominium, As Built Site Plan of Land in Acton, Massachusetts, Prepared For Davis Place, LLC" dated July 30, 2007; and a plan entitled, "Davis Place Condominium", Floor Plans in Acton, Massachusetts, Prepared for: Davis Place, LLC, dated July 30, 2007, all of which plans were prepared by Place Site Consultants, Inc., to be recorded herewith, said plans being the "Condominium Plans" hereinafter referred to, all which are recorded herewith, said premises being bounded and described as set forth on the attached Schedule A. The Davis Place Condominium contains eight (8) units (each, a "Unit"), each of which have access over the

Property: 154 Prospect St. #2, Acton, MA
#018 7.31.07

1-8

driveway shown on the Condominium Plans, to Prospect Street, Acton, Massachusetts, all as shown on the Condominium Plans which shows the layout, location, unit numbers and dimensions of the units as built. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to pass and repass over the said land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the completion of construction.

The Declarant reserves the right to grant easements over, under, through and across the common areas of the condominium land and buildings for the purpose of installing utilities, cable television and intelligence transmission lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same. The Declarant also reserves the right and to grant easements over, under, through and across the common areas of the Land for drainage, slope, and utility easements shown on the Condominium Plans and any and all related appurtenances and facilities servicing the Units in the Condominium.

The Condominium is subject to the provisions of Board of Appeals Decision #06-04 Comprehensive Permit issued by the Town of Acton Zoning Board of Appeals pursuant to M.G.L. ch. 40B, which Comprehensive Permit is recorded with the Middlesex South District Registry of Deeds in Book in Book 48698, Page 555, and accordingly, two (2) of the Units (Units 2 and 5) in the Condominium ("Affordable Units") will be sold at prices and to persons specified in the Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project entered into between Declarant, the Town of Acton and the Department of Housing and Community Development dated March 2, 2007, ("Regulatory Agreement"), and recorded said Deeds in Book 49832, Page 521. The Deeds for the Affordable Units are also subject to the provision of Exhibit C of the Regulatory Agreement ("Deed Rider").

2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

3. LEGAL ORGANIZATION

The Davis Place Condominium Association, Inc. ("Association") shall be the organization of Unit Owners organized pursuant to Chapter 180 of the of the General Laws of Massachusetts, which corporation will manage and regulate the aforesaid Condominium, pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts. Membership in the Association shall be appurtenant to ownership of a unit in the aforesaid Condominium, which membership shall not be severable in any manner from said unit.

The Board of Governors of the Corporation ("Board of Governors") shall consist of at least three (3) and not more than five (5) persons (each, a "Governor"). Initially, there shall be three (3) Governors appointed by the Declarant (including successors in the event of vacancy) who may serve until the fifth annual meeting of the Unit Owners, in accordance with the By-Laws. Thereafter, the Governors shall be elected by and from the members of the Association.

The Officers of the Association ("Officers") shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Directors to serve as such officers. In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

The By-Laws of the Association ("By-laws") shall refer to those By-Laws of the Association which have been duly adopted by its Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

The Davis Place Condominium Rules and Regulations ("Rules and Regulations") shall refer to those Rules and Regulations as shall be adopted by the Board of Governors from time to time.

4. DESCRIPTION OF BUILDING

The Condominium consists of three (3) buildings containing a total of eight (8) Units, each building having access through a driveway to Prospect Street, all as shown on the Condominium Plans above described and having such characteristics as are set forth in Schedule B and shown on the Condominium Plans. The building has a masonry foundation, wood frames and wood siding with asphalt shingle roof.

5. DESIGNATION OF UNITS

Unit designation, number of bedrooms, approximate area, location and other descriptive information are as shown on the attached Schedule B and the Condominium Plans, all of which are incorporated herein and made a part hereof.

6. INTEREST OF UNIT OWNER

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in accordance with the formula set forth herein and the provisions of Chapter 183A of the General Laws of Massachusetts. Consistent with the foregoing, the percentage interest of each of the Affordable Units is based on the reduced sale price of said Unit as specified in the applicable Regulatory Agreement, and as such, the percentage interest of each of the Affordable Units (and the corresponding condominium fees)

will be less than other comparably sized Units in the Condominium. Provided however, in the event that any of the Affordable Units lose their "Affordable" status pursuant to the provisions of the Regulatory Agreement and/or Deed Rider, and are no longer subject to any restriction as to price or income of purchaser, the percentage interests of the units in the Condominium shall be adjusted to make the percentage interest (and the corresponding condominium fees) of the former "Affordable Unit", consistent with other units of comparable size, amenity and value.

Each Unit in the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefore in Exhibit C annexed hereto and made a part hereof.

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. **Floor:** The upper surface of the concrete basement floor or concrete first floor for units without basements;
- b. **Ceiling:** The plane of the lower surface of attic roof rafters.
- c. **Interior Building Walls Between the Units:** The plane of the interior surface of the wall studs facing each Unit.
- d. **Exterior Building Walls, Doors and Windows:** The planes of the interior surface of the wall studs or in case of a concrete wall, the interior surface of said concrete wall; as to doors, the interior surface thereof; as to windows, the exterior surface of the glass and window frames.

8. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any changes or modifications to the:

- a) exterior of said Unit, or
- b) any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services. However, such Unit Owner may modify the interior construction of such Unit in any manner not inconsistent herewith subject always to provisions of this Master Deed and the provisions of the By-Laws, and the Rules and Regulations. Any and all work permitted with respect to a Unit as aforesaid

shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the local building permit authority, if required, and pursuant to the plans and specifications which have been submitted to and approved by the Board of Governors. Such approval shall not be unreasonably withheld or delayed.

9. RESTRICTIONS ON USE OF UNITS

- a) Each Residential Unit shall be occupied by no more than two (2) persons per bedroom as a single-family residence.
- (b) Notwithstanding any provisions of this Section 9, Restrictions on Use of Units, to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any unit in the Condominium, it shall have the right to erect and maintain "for sale" signs in and on the Common areas and facilities of the Condominium.
- (c) Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws and the Rules and Regulations, including the restrictions with respect to occupancy, and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements, as executed (with the dollar amount of rent deleted at the Unit Owner's option) shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records. The Board of Governors shall also be furnished at the same time with written acknowledgement of the lessee that the lessee has received copies of and will comply with the provisions of the Master Deed, By-Laws and the Rules and Regulations. Notwithstanding the foregoing, the said Declarant, its

successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

- (d) The occupants of each Unit may have not more than two (2) pets per Unit, to wit, a cat weighing less than fifteen (15) pounds and a dog weighing less than fifty (50) pounds. Provided always, that the keeping of any such pets shall be subject to the Rules and Regulations and in the event that any such pets, in the sole discretion of the Board of Governors, causes or creates a nuisance, said pets shall be permanently removed from the Condominium upon three (3) days notice.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws and the Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed. Any Unit Owner found by a Court of competent jurisdiction to be in violation of the provisions of this Master Deed, By-Laws or the Rules and Regulations shall be liable for the reasonable counsel fees incurred by the Association in enforcing same.

The Association also reserves the right and easement to enter onto each Unit, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws.

10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner common interest. Such membership is not assignable or severable from the ownership of such Unit.
- b. The exclusive easement to use the decks, porch or entry, adjacent to each Unit, if any there be, as shown on the Condominium Plans for access only to each Unit, and as otherwise permitted by the Rules and Regulations..
- c. The exclusive easement for access only to each Unit over the paved parking area in front of its garage, as shown on the Condominium Plans as "E.U.A".with the respective Unit number.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, as may be granted in the Master Deed and as shown on said Condominium Plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed, the provisions of the By-Laws and the Rules and Regulations.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of the aforesaid Condominium comprise and consist of (a) the land described in the attached Schedule A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on the Condominium Plans (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding and the common walls between the said Units of the buildings and between Units and the common areas; (c) roof of buildings, all sewer, water and electric lines, flue lines, conduits, ducts, pipes, plumbing, wiring,

flues and other facilities for the furnishing of utility services which are contained in portions of a building contributing to the service and/or support of the other Units or common areas and facilities, but not including any of the aforesaid, located solely within said Unit and serving said Unit exclusively; (d) all such facilities contained within any Unit which serves part of the Condominium other than the Unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways, porches, decks and the improvements thereon and thereof, including walls, railings, steps, exterior lighting fixtures and plants, all subject to the exclusive easement of the Unit Owners, if any, set forth herein; (f) master television antenna systems and other facilities thereof, if any there be; (g) parking areas and driveway subject to the exclusive easement of the Unit Owners, if any, set forth herein; and (h) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance for the same, shall exist so long as the building stands.

13. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the percentage interest of the Units in the Condominium, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner. The Declarant further reserves the right to amend this Master Deed or the Condominium Plans recorded herewith at any time until the conveyance of the last Unit to account for changes which are made to the configuration of any Unit not yet conveyed from the Declarant to a Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Unit owned by it.

Except as otherwise provided in this Master Deed, any amendment involving a change in percentage interest shall, subject to the provisions of Section 15 below, require the assent of all Unit Owners whose percentage interest is affected by such change. Notwithstanding the foregoing, in the event any of the "Affordable Units" lose their "Affordable" status pursuant to the provisions of the Regulatory Agreement and/or Deed Rider, and are no longer subject to any restriction as to price or income of purchaser, the percentage interests of the units in the Condominium shall be adjusted, without the assent of said affected unit owners, to make the

percentage interest of the former "Affordable Unit" consistent with other units of comparable size, amenity and value. No amendment shall be effective until recorded with the said Registry of Deeds.

14. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Law of the Association shall not bar the subsequent re-submission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

15. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages ("First Mortgagee") 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 its By-Laws 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 even of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee.

b. Any party who takes title to a Unit by 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 Association or its By-Laws;

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. Except as otherwise provided by this Master Deed or applicable law, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees that represent at least fifty-one (51%) percent of the votes of Units that are subject to mortgages, shall be required to:

(i) by any act or omission, seek to abandon or terminate the Condominium after substantial destruction or condemnation occurs or for other reasons agreed to by such mortgagees; or

(ii) add or amend any material provisions of the Condominium documents of the Condominium of a material adverse nature to mortgagees.

As to any such addition or amendment, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after the proposal is made, provided such proposal is sent by certified mail, return receipt requested.

An affidavit by the Trustees appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 60 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

f. In no event shall any provision of this Master Deed or By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.

g. A First Mortgagee and any guarantor of such mortgage, upon request made to the Board of Governors, shall be entitled to written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;

(ii) any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

The provisions of this paragraph are intended to comply with the requirements of FNMA regarding the protection of first mortgagees and any inconsistencies or interpretations of the forgoing shall be resolved accordingly.

16. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Association entered into by the Declarant prior to the time the Declarant shall have relinquished control of the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

17. BOOKS, RECORDS AND FINANCIAL STATEMENTS

- a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, Rules and Regulation and books, records and financial statements of the Association. "Available" means available for inspection upon request, during the normal business hours or under other reasonable circumstances.
- b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

18. CONSTRUCTION OF DOCUMENTS

- a. The Master Deed and the By-Laws shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA).

All provisions of the Master Deed and of the By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

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

19. MISCELLANEOUS

- a. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or described the scope of this Master Deed nor the intent of any provision hereof.

- b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

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

- d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions 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 though such invalid provision had never been included herein.

- e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

- f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the

Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last in perpetuity, or such other period as is the longest permitted by law.

WITNESS my hand and seal this 30th day of July, 2007.

DAVIS PLACE, LLC

BY: Edward W. Flannery Jr. MANAGER
Edward W. Flannery, Jr., Manager


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 30, 2007

Then personally appeared before me, the undersigned notary public, Edward W. Flannery, Jr., proved to me through satisfactory evidence of identification, which were known to me, 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 Manager of Davis Place, LLC, as aforesaid.

Maryann Cassidy
Notary Public
My Commission Expires:

 MARYANN C. CASSIDY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 12, 2010

DAVIS PLACE CONDOMINIUM

SCHEDULE A

A certain parcel of land situated in Acton, Middlesex County, Massachusetts, being shown as "Locus 'Remaining Area of Lot 4'" ("the Land") on a plan entitled "Plan of Land 159 Prospect Street, Acton, Massachusetts, Prepared for: Davis Place, LLC, Scale: 1" = 40', dated Feb. 2, 2007, by Places Site Consultants, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 286 of 2007. Said Land contains 52,561 sq. ft. +/-, 1.21 Ac. +/- of land according to said Plan and to which reference may be had for a more particular description.

Reserving to the Declarant, its heirs, successors and assigns:

1. The perpetual right and construction easement over, under and upon the Land for the purpose of accommodating completion of the driveways, drainage system, utilities, and all other necessary and desirable appurtenances and facilities, including but not limited to access, grading, monumenting, loaming, and seeding. Without limiting the generality hereof, said reservation of easement includes the right to perform grading, and to deposit fill and other material necessary for the construction, drainage, support, and maintenance of the driveways and Units, and the Condominium, including the right to convey said easements to the Town of Acton, the Association, or any other parties..
2. The perpetual right and easement over, under and upon the Land for the purpose of surface and subsurface drainage, installing, constructing, and maintaining drainage facilities of every type and kind, including, but not limited to retention ponds, detention ponds, pipes, conduits, and all other types and kinds of drainage facilities, structures and appurtenances necessary or desirable for the purpose of surface and subsurface drainage for the benefit of the Condominium. Without limiting the provisions hereof, said reservation of easement includes the right to enter onto the Land with any and all material and equipment necessary to fully effectuate the rights reserved, install, construct and maintain any and all surface and subsurface drainage facilities, structures and such other appurtenances and facilities within the Land that may be necessary or desirable to fully effectuate the easement, and the right to convey said easements to the Town of Acton, the Association, or any other parties.

Said rights shall include the use of all necessary and desirable appurtenances and facilities of the Condominium, including without limitation, driveways, piping, equipment and all other appurtenances and facilities of every type and kind, and will allow the Declarant to construct such additional appurtenances and facilities on the Land as may be required to achieve the objectives set forth herein.

Said premises are conveyed subject to and with the benefit of the following, insofar as the same may still be in force and applicable:

1. Provisions of Massachusetts General Laws Chapter 183A, as amended, the within Master Deed, as it may be amended from time to time, the By-Laws of the Davis Place Condominium Association, Inc. and the Rules and Regulations promulgated thereunder.

2. Comprehensive Permit issued by the Town of Acton Zoning Board of Appeals dated September 12, 2006, recorded with said Deeds in Book 48698, Page 555.

3. Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, dated March 2, 2007, recorded with said Deeds in Book 49832, Page 521.

4. Sewer betterment entitled, "Town of Acton Middle Fort Pond Brook Sewer etterment Area Order Determining and Certifying Final Sewer Betterment Assessments", recorded in the Middlesex South District Registry of Deeds at Book 45383, Page 382, which such assessment shall be paid by the Unit Owners.

5. Order of Conditions dated June 7, 2006, and recorded in the Middlesex South District Registry of Deeds at Book 48305, Page 168.

Said premises are also conveyed subject to and with the benefit of all other easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

For title see deed to Davis Place, LLC, recorded with said Deeds in Book 48401, Page 309.

DAVIS PLACE CONDOMINIUM

SCHEDULE B

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>STREET ADDRESS</u>	<u>APPROXIMATE SQUARE FOOTAGE*</u>	<u>BEDROOMS</u>
1	1	159-1 Prospect Street	3,890	3
2	1	159 -2 Prospect Street	3,696	3
3	1	159-3 Prospect Street	3,742	3
4	2	159-4 Prospect Street	3,767	3
5	2	159-5 Prospect Street	3,809	3
6	2	159-6 Prospect Street	3,744	3
7	3	159-7 Prospect Street	3,768	3
8	3	159-8 Prospect Street	3,992	3

The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans hereinbefore mentioned and recorded herewith, which is incorporated herein and made a part hereof.

*The approximate square footage set forth herein includes the first and second floor, as well as the basement and garage, but excludes attic space, decks and porches.

DAVIS PLACE CONDOMINIUM

SCHEDULE C

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>PERCENTAGE OF INTEREST</u>
1	1	14.65%
2	1	4.66%
3	1	14.65%
4	2	14.65%
5	2	4.66%
6	2	14.65%
7	3	16.04%
8	3	16.04%

100.00%

Condo/davis place/Davis_Place_Mast_Deed Final Final 7.30.07

Eugene C. Bume
Attest Middlesex S. Register