



Bk: 48373 Pg: 484 Doc: MD  
Page: 1 of 37 10/25/2008 01:54 PM

6

VILLAGES AT STOW CONDOMINIUM

MASTER DEED

PHASE I

This Master Deed of the Villages at Stow Condominium made this 24th day of October, 2006.

WITNESSETH that Stow Villages, LLC, a limited liability company duly established under the laws of Massachusetts, having its usual place of business in 148 Park Street, North Reading, Middlesex County, Massachusetts, (hereinafter referred to as the "Declarant"), being the owner of certain premises in Stow, 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 Villages at Stow Condominium. The premises which constitute the condominium comprise the land (the "Land") situated at Great Road and Hudson Road, Stow, Middlesex County, Massachusetts together with the improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), are described on the attached Schedule A. Said Villages at Stow Condominium Phase 1 consists of

Great Road, Stow, Massachusetts

PL # 1327 of 2006

two (2) units and is the first Phase of the Condominium and is shown on a plan entitled, "Phase 1 – Site Plan, Villages at Stow Condominium, Plan of Land in Stow, Massachusetts (Middlesex County) For: Stow Villages, LLC, Scale: 1" = 40', October 18, 2006" by Stamski and McNary, Inc., to be recorded herewith, and on the as-built floor plans entitled, " Unit 59, Villages at Stow Condominium Unit Plan in Stow, Massachusetts (Middlesex County) For: Stow Villages, LLC, October 18, 2006" by Stamski and McNary, Inc., and "Unit 60, Villages at Stow Condominium Unit Plan in Stow, Massachusetts (Middlesex County) For: Stow Villages, LLC, October 18, 2006" by Stamski and McNary, Inc." said plans being collectively the Condominium Plans hereinafter referred to, which are recorded herewith. Phase 1 shall consist of two units and is the first of up to ninety-six (96) phases. When and if all Phases are completed, the Condominium will contain ninety-six (96) Units, of which thirty-six (36) will be units that are part of triplexes ("Tri-Plex Units"), and the remainder are stand alone homes ("Stand Alone Units"). The Phase 1 units have access through Orchard Drive to Great Road, all as shown on the Condominium Plans which shows the layout, location, unit numbers and dimensions of the units as built. The Land is submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, roads, drainage facilities, driveways and other improvements designated as Phases 2 through 96, as shown on the Condominium Plans and Site Plan hereinabove and hereinafter referred to. The Declarant also reserves the right to have as an appurtenance to the construction of all future phases permitted by this Master Deed an easement 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 construction of the said future phases, and for the construction of a commercial building or buildings, parking areas and any other improvements

appurtenant or related thereto, on the land shown as Lot 4 on a plan entitled, "Site Plan for Villages at Stow in Stow, MA, Record Plan", dated August 10, 2004, Rev. October 14, 2004, November 15, 2004 and March 30, 2005, For: Stow Villages, LLC, by Stamski and McNary, Inc. recorded with said Deeds as Plan No. 1532 of 2005 (hereinafter referred to as "Site Plan"). The Declarant, its successors and assigns, shall have such right and easement to use driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in any future phase provided that such easement for access and construction shall not interfere with the access of the owners of previously conveyed units to their units. Said Declarant, its successors and assigns, reserves the right, but not the obligation, to create additional phases, including any part thereof as shown on the plans hereinbefore mentioned. The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order and mix of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A, as amended.

The Declarant reserves the right to grant and reserve drainage, slope and utility easements over, under, through and across the common areas of the Condominium Land and buildings, for the installation, construction, maintenance and reconstruction of sewer lines for access to the common leaching fields, shown on the condominium plan, as well as any and all related appurtenances related thereto or connected therewith (hereinafter called the "Sewage Treatment Facility"), and to set aside and reserve sufficient land area within the Condominium Land for the Sewage Treatment Facility and any replacement of the Sewage Treatment Facility; for the installation, construction,

maintenance and reconstruction of pipes and other conduits for the public water supply servicing the Units in the Condominium; for the installation, construction, maintenance, repair, operation or reconstruction of underground drainage facilities of all types and kinds, and for the installation, construction, maintenance, repair, operation or reconstruction of any and all other utilities of all types and kinds, including without limitation, the right to grant such easements to the owner of Lot 4 on the Site Plan. 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 cable television 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 further reserves the fee in Orchard Drive, Cortland Drive, MacIntosh Drive, Harvest Drive and Golden Drive (collectively referred to as the "Roadways"), as shown on the Condominium Plan and Site Plan, which fee in said Roadways together with all utility and drainage easements and facilities appurtenant thereto shall remain in the Association, as hereinafter defined, with the operation and maintenance of same to be governed by the Reciprocal Easement and Usage Agreement, as hereinafter defined. The Roadways shall never be maintained by the Town of Stow or accepted by the Town of Stow as public ways, it being a condition of the Comprehensive Permit, as defined herein, that the Declarant, its successors and/or assigns will never petition the Town of Stow for such acceptance.

The Condominium is subject to the provisions of a Comprehensive Permit issued by the Town of Stow Zoning Board of Appeals pursuant to M.G.L. ch. 40B, as amended, recorded with the Middlesex South District Registry of Deeds in Book 41576, Page 325, and filed with the Middlesex South Registry District of the Land Court as Document No, 1340365,

("Comprehensive Permit"), and accordingly, twenty-four (24) of the Units in the fully phased Condominium will be sold at prices specified in a Regulatory Agreement entered into between Declarant and the Town of Stow dated January 30, 2006, recorded with the Middlesex South District Registry of Deeds in Book 46985, Page 555 and filed with the Middlesex South Registry District of the Land Court as Document No. 1402945, to persons or households with incomes at or below eighty percent (80%) of the median household income published for the Boston PMSA for annual debt service on a mortgage (on the then prevailing 30-year fixed interest rates), taxes, insurance and condominium fees with no more than five (5%) percent down payment, (the "Affordable Units"), and an additional six (6) of the Units in the fully phased condominium will be sold to persons or households earning no more than one hundred and twenty (120%) percent of the median income published for the Boston PMSA for annual debt service on a mortgage (at then prevailing 30 year fixed interest rates), taxes, insurance and condominium fees with no more than a five (5%) percent down payment, ("Moderate Income Units"). The Affordable Units are designated in the duly executed Amendment(s) to the Master Deed creating such Units.

The Condominium is also subject to the provisions of that certain Reciprocal Easement and Usage Agreement by and between the Declarant and the Villages at Stow Shoppes, LLC, dated October 24, 2006, ("REA"), which REA is recorded with the Middlesex South District Registry of Deeds in Book 48373, Page 463 and that certain Easement Agreement by and between Hewlett Packard Company and Bose Corporation dated December 15, 2003, recorded with the Middlesex South District Registry of Deeds in Book 41641, Page 554, and filed with the Middlesex South Registry District of the Land Court as Document No. 1303536, as affected by Amendment to Easement Agreement dated as of August, 2005, recorded with the

Middlesex South District Registry of Deeds in Book 46722, Page 252, and filed with the Middlesex South Registry District of the Land Court as Document No. 1400395.

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

Villages at Stow Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

Villages at Stow Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 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 is appurtenant to Unit Ownership in the aforesaid Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be five governors appointed by the Declarant (including successors in the event of vacancy) who shall serve until the fifth annual meeting of the Unit Owners. Thereafter, the governors shall be elected by and from the members of the Association.

Officers of the Association 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 Governors to serve as such officers and Unit Owners. 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 shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

The Sewage Treatment Facility shall mean the leaching areas, sewage pump station, pipes, conduits, controls, ducts, plumbing, cables, manholes, equipment and other facilities for the furnishing of sewer service to and from the Units, and all appurtenances thereto that serve the Units in the Condominium, all related to the disposal of sewage from the Units, located over, under, on or within Condominium or Land, and which also furnish sewer service to Lot 4 on the Plan.

The REA shall refer to that document recorded with the Middlesex South District Registry of Deeds in Book 48373, Page 463, which governs the maintenance and operation of the Roadways, the Sewage Treatment Facility, storm water drainage facilities, public water supply and any other utility easements which are used in common with the Villages at Stow Shoppes, LLC.

The Plan shall refer to that certain plan entitled, "Site Plan for Villages at Stow, A Comprehensive Permit Project, Stow, Massachusetts", dated August 10, 2004, Revised: October 14, 2004, November 15, 2004 and March 30, 2005, Stamsky and McNary, Inc., recorded with the

Middlesex South District Registry of Deeds as Plan No. 1532 of 2005 (also referred to as "Site Plan").

The Bose Easement Agreement shall refer to that certain Easement Agreement by and between Hewlett Packard Company and Bose Corporation dated December 15, 2003, recorded with the Middlesex South District Registry of Deeds in Book 41641, Page 554, and filed with the Middlesex South Registry District of the Land Court as Document No. 1303536, as affected by Amendment to Easement Agreement dated as of August, 2005, recorded with the Middlesex South District Registry of Deeds in Book 46722, Page 252, and filed with the Middlesex South Registry District of the Land Court as Document No. 1400395.

The Roadways shall refer to those ways providing access to the Condominium being shown on the Plan as Orchard Drive, Cortland Drive, MacIntosh Drive, Harvest Drive and Golden Drive.

The Common Driveways shall refer to those ways providing access to the Condominium being shown on the Plan as Common Drive "A", Common Drive "B", Common Drive "C", Common Drive "D", Common Drive "E", Common Drive "F" and Common Drive "G".

#### 4. DESCRIPTION OF BUILDING

Phase 1 of the Condominium consists of two buildings each containing one (1) Stand Alone Unit with two floors and a basement and having access through a walkway and driveway and Orchard Drive and Harvest Drive to Great Road, all as shown on the Condominium plans above described and having such characteristics as are set forth in Schedule B and shown on the aforesaid Condominium Plans. The building has concrete foundations, wood frames, vinyl siding, wood trim and an asphalt shingle roof.



## 5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B, and the location of the same as is shown on the Condominium Plans.

## 6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which percentages also reflect anticipated future development of a given order and mix of units. The Declarant reserves the right to change such order and mix, and the corresponding percentage interest appertaining to the units, including units existing before as well as after such change, provided that such percentage interests as modified are in compliance with Chapter 183A, as amended.

## 7. BOUNDARIES OF UNITS

The boundaries of the Tri-Plex 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 exterior surface

thereof; as to windows, the exterior surface of the glass and window frames.

The boundaries of the Stand Alone Units are as follows:

- a. **Floor:** The lower surface of the concrete basement floor.
- b. **Ceiling:** The plane of the exterior surface of the asphalt roof shingles.
- c. **Exterior Building Walls, Doors and Windows:** The plane of the exterior surface of the cedar siding or in case of a concrete wall, the exterior surface of said concrete wall; as to windows, the exterior surface of the glass and window frames.

## 8. MODIFICATION OF UNITS

The owner of any Unit may, at his sole cost and expense, at any time, make any changes or modifications of the interior of such Unit subject to the prior written approval of the Board of Governors of the Association and subject to the limitations set forth in the By-Laws of the Association and the Comprehensive Permit. The Owner of any Tri-Plex Unit may not make any modifications to the exterior of such Tri-Plex Unit except as otherwise expressly permitted in this Master Deed. The owner of any Stand Alone Unit may, at his sole cost and expenses, make any changes or modification to the exterior of such Stand Alone Unit, including additions to the same so long as same are located within the building envelope shown on the Plan, subject to the prior written approval of the Board of Governors of the Association and subject to the restrictions and limitations as set forth herein and in the By-Laws of the Association. No unit shall contain more than three (3) bedrooms, and this limitation may not be modified or waived except by the Town of Stow. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Stow, if required, and pursuant to plans

and specifications which have been submitted to and approved by the Board of Governors of the Association. Such additions to the Stand Alone Units are limited to those expansions in use which would be appurtenant to a single family use as provided in the Town of Stow Zoning By-Law and in compliance with the Building and Zoning By-Laws of the Town of Stow, the terms and conditions of the Comprehensive Permit and the restrictions and limitations set forth herein.

9. RESTRICTIONS ON USE OF UNITS; RESTRICTIVE COVENANTS

All of the Units in the Condominium shall be subject to the following restrictive covenants, which restrictions, except as otherwise provided or allowed by this Master Deed may be extended by notice of extension executed and recorded in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 27, as amended.

A. USE OF THE UNITS. Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof. Each Unit shall be occupied by no more than two persons per bedroom as a single-family residence. Notwithstanding any provisions of this paragraph 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, regardless of whether same is directly related to the Condominium or not. So long as the 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.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the Condominium

and shall have a minimum initial term of six (6) months. There shall be no more than thirty percent (30%) of the Units in the Condominium leased at any time. To that end, request shall be made to the Board of Governors prior to any Unit Owner entering into a lease or rental agreement. The Board of Governors shall approve such lease or rental agreement unless there would be (as a result of the requesting Unit) 30% of the Units in the Condominium subject to a lease or rental agreement. Every Unit Owner who leases their Unit shall notify the Board of Governors when such Unit is no longer subject to a lease or rental agreement to enable the Board of Governors to ensure compliance with the requirements set forth herein. A copy of all leases or rental agreements shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. 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.

Except as limited by the terms of this Master Deed, the Villages at Stow Condominium Rules and Regulations and the By-Laws of the Association, the owner of a Stand Alone Unit may use his or her EUA, as hereinafter defined, for all purposes for which residential yards are used in the Town of Stow, Massachusetts. The owner of a Tri-Plex Unit may use his or her EUA only for the following purposes: (a) as an open yard area, (b) as a landscaped area or (c) as a patio or deck area with general seating and barbeque (provided that if a patio or decks is constructed thereon, such is constructed with the approval of the Declarant or the Board of Governors as the case may be in accordance with this Master Deed).

B. UNIT MAINTENANCE.

Each Stand Alone Unit Owner shall have the obligation, at his or her sole cost and expense, to maintain the exterior of his or her unit, including the grounds, driveway and landscaping in the Exclusive Use Area ("EUA") corresponding to the number of the unit shown on the Condominium Plans referenced to herein, in the best of standards, which maintenance shall include regular painting when necessary, snow and ice removal, and any repair or replacement to the Stand Alone Unit as may be necessary, as set forth in the Rules and Regulations, at all times, and in the event of failure to do so, the Board of Governors shall perform said maintenance and charge said Unit Owner.

Each Tri-Plex Unit Owner shall have the obligation to perform general and regular cleaning and maintenance on the exterior of his Unit such as snow and ice removal, sweeping, lighting upkeep, and debris removal, but shall have no obligation for mowing or other landscaping or for painting, repair or replacement of the common areas, including the building envelope, the decks and the driveway which shall be performed by the Association in order to insure uniformity of colors and other appearances

C. SITE DEVELOPMENT.

(1) Removals. No stonewalls or trees shall be removed or disturbed without the prior written consent of the Declarant, which consent shall not be unreasonably withheld.

(2) Colors. Exterior colors of each Stand Alone Unit, including roof, trim, doors, roof shingles and shutters shall be in traditional palettes and earth tones and Declarant shall have complete discretion to determine and approve the same. Declarant's decision shall be based on aesthetic considerations; i.e. coordination with other abutting and adjacent Units,

coordination of trim colors with shingle tones, etc. Fireplace chimneys visible on the exterior shall be or appear to be of masonry or clapboard. Exterior colors of the Tri-Plex Units shall be determined by the Declarant in its sole discretion until all Units have been conveyed, and thereafter by the Board of Governors of the Association.

(3) Completion. Construction of any structure, addition or other modification or improvement permitted upon a EUA shall, once begun, be carried forward diligently to completion, including landscaping and garages. Any dwelling or accessory structure not fully completed within eight (8) months from the beginning of construction, may, at the discretion of the Declarant, be removed. This paragraph shall not apply to unfinished living or storage areas within a fully enclosed structure. No construction vehicles or equipment shall be permitted to be stored on any EUA or any other part of the Condominium for any duration beyond said eight (8) month construction period.

D. WINDMILLS AND/OR SOLAR PANELS. No windmills or solar panels of any kind shall be erected on any EUA or any Unit constructed thereon.

E. FENCES. Fences within any EUA, the construction of which must be approved by the Declarant, shall be constructed of vinyl.

F. ANTENNAS. To the extent permitted by applicable law, satellite dishes greater than two (2) feet in diameter or antenna towers for radio or television reception or transmission shall not be erected on any Unit or EUA and the location of such satellite dish shall be such that it is not visible from the Roadways or adjoining Units.

G. VEHICLES. No part of the common areas, including but not limited to, the driveways, shall be used for the parking or storing of trucks, or other commercial vehicles, boats,

campers, or trailers, or other items or goods, except noncommercial duly registered automobiles belonging to the unit owners and guests and small pick-up trucks. Small pick-up trucks shall be defined as nothing larger than three quarter ton pick-ups and may include pick-up trucks that are used for the owner's livelihood or business purpose. No part of the outside areas shall be used for repairing or maintaining of any vehicle. Provided, further, any private passenger automobile of any type that is not operable and/or unregistered is prohibited from the Villages at Stow Condominium.

H. SIGNS. No sign shall be displayed or erected on any Unit or EUA, except for name and number signs identifying the owner of the Unit or the street number and shall be not more than two (2) feet in area. One temporary sign pertaining to the sale of the premises is permitted. Nothing contained within this section shall affect or negate the validity of that certain sign easement contained within the Bose Easement Agreement as previously defined.

I. FUEL TANKS. No buried oil tanks shall be permitted on any of the Condominium Land.

J. CLOTHES LINES, VEGETABLE GARDENS. Clotheslines and vegetable gardens in any Stand Alone Unit EUA shall be screened from sight of abutting Units, and shall not be visible from any of the Roadways. Clotheslines and vegetable gardens shall not be permitted in a Tri-Plex EUA.

K. DECKS, PATIOS, BALCONIES AND PORCHES. The decks, patios, balconies and porches, if any, that are appurtenant to each Unit are subject to such limitations and conditions as are imposed by the Board of Governors of the Association. Other than chairs, benches, umbrellas, tables and barbecues of such number, nature and type as are normally and actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, are to

be affixed or stored on decks, porches and patios, except with the approval of the Board of Governors of the Association, which approval may be withheld in their absolute discretion.

L. POOLS. No above-ground swimming pools shall be constructed on any EUA. Inground swimming pools, tennis courts and other site amenities within a Stand Alone EUA shall be subject to the written approval of the Declarant, which approval may be withheld in its sole discretion. Inground swimming pools, tennis courts and other such site amenities are not permitted in a Tri-Plex EUA, except as specifically allowed by this Master Deed.

M. STATUES AND OTHER OBJECTS. No statues, sculptures, painted trees, birdbaths, replicas of animals or other similar objects shall be permitted on any part of any EUA or Common Area which is visible from the Roadways or from adjacent Units.

N. ANIMALS OR FOWL. No animals or reptiles of any kind, except dogs and cats, shall be raised, breed or kept in any unit or in the common area. Dogs and cats owned by unit owners may be kept in said unit provided that the total number of dogs and cats does not exceed two (2).

All pets shall be leashed at all times when off their owners' EUA and shall not be confined to common areas or EUA areas by chains, anchors, ropes, electronic fencing devices, or the like. No Unit Owner shall maintain a breeding or boarding kennel for dogs, cats or other animals.

O. TRASH DISPOSAL. All trash receptacles must be kept out of view from the Roadways (preferably in garage) except on trash collection days. Trash receptacles must be returned to garage or rear yard within ten (10) hours of trash pick-up.



P. OFFENSIVE ACTIVITIES. No Unit Owner shall cause or suffer or permit his invitees or licensees to cause obnoxious or offensive activities on any of the Common Areas of the Condominium, or any other land which such Unit Owner has the express right to use.

Q. MAINTENANCE OF EUA. Each Unit Owner shall be obligated to maintain and keep in good order and repair his EUA in accordance with these restrictions and covenants and others set forth in this Master Deed.

R. SEVERABILITY. Invalidation of any one or more of the covenants contained herein, judgment or court order or otherwise, shall in no way affect any other provisions contained herein, which shall remain in full force and effect.

S. ENFORCEMENT OF RESTRICTIVE COVENANTS. These restrictive covenants shall run with the Land and shall be enforced by the Declarant, and at such time as the Declarant no longer has an interest in the Condominium, by the Association. A breach of any of these restrictive covenants will give to the Declarant, its successors and assigns, and to any other person or persons for whose benefit these protective covenants are imposed, the usual legal and equitable remedies to compel the performance hereof, or to recover damages. In addition, until such time as the Declarant no longer has any interest in the Condominium, the Declarant, and only the Declarant, shall have the right to provide written notice by Certified Mail to the owner of the Unit alleged to be in violation of these restrictions. Such notice shall specifically identify the alleged violation. If no response is received within thirty (30) days of the receipt of written notice or if the violation is admitted, but abatement has not begun within sixty (60) days of receipt of written notice, or if abatement has begun but is not completed within one hundred and twenty (120) days of receipt of notice, the Declarant shall have the right, but not the obligation,

to enter the EUA and abate and remove, at the expense of the party at fault, any erection or work that may be contrary to the terms of this Declaration, without being guilty of trespass therefor. Additionally, and regardless of whether the Declarant elects to enter the EUA for abatement purposes, or proceed with any other remedies, legal or equitable, the Unit Owner shall pay to the Declarant a per diem penalty in the amount of One Hundred (\$100.00) Dollars per day until abatement is completed. By acceptance and recording of a deed to any Unit, the Grantee/Unit Owner agrees and covenants that said penalties, and any and all other costs incurred by the Declarant in enforcing these Covenants, including but not limited to attorneys fees, shall be borne by the Unit Owner in violation, shall run with the land and shall be a lien upon said Unit until paid.

T. NO WAIVER. The failure of the Declarant or the Association to enforce any covenants, agreement, restriction or condition herein contained shall in no event be deemed a waiver of the right to enforce the same thereafter.

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 of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association. Any Unit Owner found by a Massachusetts Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the association in enforcing same.

#### 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's percentage interest in the Condominium. Such membership is not assignable or severable from the ownership of such Unit.
- b. The exclusive right and easement to use the walkways, decks, porches, patios, driveways, steps and Exclusive Use Area ("EUA") corresponding to the number of the unit shown on the Condominium Plans referred to herein, subject to such limitations and restrictions contained herein, and as are imposed by the Board of Governors of the Association.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the general common areas, if any, (and expressly excepting the Landscape Buffer Area, the Sewer Easement, and those areas defined in the REA) 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 and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

#### 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 shown on said Condominium Plans, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on the Village at Stow Condominium plans annexed hereto. The said Common Areas are further subject to the right and easement of the Declarant to construct, mortgage and lease the structures constituting Phases 2 through 96, and thereafter to submit the same as phases by Amendment to the

Master Deed, as provided herein, provided, however, that until amendments are recorded by the Declarant, the structures will remain the property of the Declarant and shall not constitute part of the Condominium; (b) all Roadways, Common Driveways, sidewalks and utilities including the Sewage Treatment Facility, water and electric lines, for the furnishing of utility services which are contained in the common areas and facilities; (c) other such facilities included in any part of the Condominium which serves more than one (1) Unit; (d) plants and trees in the Landscape Buffer Area; (e) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described, subject to the rights of Unit Owners pursuant to Section 10 (b) hereof; (f) the common leaching areas (waste water disposal area), including all pipes and other appurtenances constituting the Sewage Treatment Facility, servicing the Condominium and the Units within the Condominium.

The Common Area, outside of the EUAs, designated on the Plans as "Sewer Easement", may be planted with groundcover and used for passive recreation purposes. The Common Area, outside of the EUAs designated as "Landscape Buffer Area" on plans filed with the Town of Stow Zoning Board of Appeals shall be landscaped by the Declarant, in accordance with the landscaping plan approved by the Town of Stow, and said landscaping shall be maintained by the Association. Other Common Areas outside of the EUAs, including the pond, the vernal pool and the wetlands are subject to an Order of Conditions issued by the Town of Stow Conservation Commission, recorded with the Middlesex South District Registry of Deeds in Book 44522, Page 263 and filed with the Middlesex South Registry District of the Land Court as Document No. 1362700 and an Order of Conditions recorded in the Middlesex South District Registry of Deeds at Book 48024, Page 61, and accordingly, nothing shall be done in such areas which would violate the provisions of such Orders

of Conditions. The Common Area outside of the EUAs designated as "Well Radius Area" on the Plan shall also be left in its natural state and shall be limited exclusively to those uses directly related to the public water system, low impact trail maintenance, and passive recreation. For the purposes hereof, "passive recreation" shall be limited to walking, hiking, cross country skiing, and bicycling. No Unit Owner, or any agent thereof, shall deposit grass cuttings, leaves, tree branches, tree stumps or other materials and/or debris in the Landscape Buffer Area, the Well Radius Area, the Sewer Easement and/or the areas containing the pond, vernal pool or wetlands. In the event that any Unit Owner or agent thereof violates the aforesaid restriction, the Board of Governors of the Association shall have the right to levy fines and penalties commensurate with the damage caused or liability incurred by the Association.

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. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

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. Any such amendments in subsequent phases to the Units then existing in the condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis. Consistent with the foregoing, the percentage interest of each of the Affordable Units will be 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 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 and amenity.

Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit C annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those included in Phase 1.

From and after the inclusion(s) in this Condominium of additional Units in future phases, the percentages to which Units in Phase 1 are entitled shall be reduced accordingly, and the percentage to which Units in Phase 1 and in each additional Unit in future phases of the Condominium subsequently included therein, shall at all times be in accordance with the provisions of the Act and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the common areas and facilities to which a Unit (whether included therein in Phase 1 or a subsequent Phase), shall be entitled shall be a number (expressed as a percentage) equal to the Base for such Unit style, as specified herein or in an Amendment of the Master Deed, divided by the number S, determined as herein specified. The Bases for the several present and anticipated Unit styles shall be as follows:

Sterling: I	0.0617	Lancaster I:	0.0624
Sterling II:	0.0655	Lancaster II:	0.0670
Harvard I	0.0618	Bolton I	0.0624
Harvard II:	0.0657	Bolton II:	0.0664
Harvard III:	0.0657	Georgetown I:	0.0624
Princeton I:	0.0618	Georgetown II:	0.0684
Princeton II:	0.0677	York I:	0.0526
Oxford I:	0.0526	York II:	0.0605
Oxford II:	0.0605		

The Bases for new Unit types included in the Condominium shall likewise be determined by the Declarant in accordance with the provisions of the Act and in fair and equitable proportion to each other and to the Bases for present Unit types, and shall be set forth in an Amendment to the Master Deed by which such Addition(s) are included in the Condominium. The number S shall be the sum of the products of the then number of each type of Unit included in the Condominium times the Base for such Unit type. It is provided, however, that (a) the percentage figures so determined shall be rounded to the nearest one-thousandth (taking 5/10,000 as a major fraction), and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total, and (b) the percentage figures so determined and so rounded shall be set forth in the Amendment to this Master Deed by which the Additional Building(s) resulting in such change of percentage is included to the Condominium.

Notwithstanding the foregoing, the Declarant reserves the right to add other type homes which shall be further defined in Amendments to the Master Deed hereinafter recorded.

#### 14. 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, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any 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.



Notwithstanding the foregoing, no instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has fully exercised its development rights hereunder, unless the Declarant executes the instrument of amendment.

Any amendment involving a change in percentage interest shall, subject to the provisions of Section 16 below, require the assent of all unit owners whose percentage interest is affected by such change. No amendment shall be effective until recorded with the said Registry of Deeds. 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 to make the percentage interest of the former "Affordable Unit," consistent with other units of comparable size and amenity.

Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, its successors and assigns, reserves the right to construct on the premises such additional Units (or any lesser part thereof) as described in Paragraph 1 and Paragraph 11, and after such construction is substantially completed to amend this Master Deed creating Phases 2 through 96 (including any sub phases), as hereinbefore described, and each Unit Owner, his successors, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed under this Master Deed and Amendments thereto, irrevocably appoints the Declarant, its successors, assigns and mortgagees as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this Master Deed. The right to amend this Master Deed to add such additional phase or phases shall expire ten (10) years from the date of recording this Master Deed. All future improvements with

respect to the phases to be added shall be consistent with the initial improvements in terms of quality of construction. No amendment by either the Declarant or Unit Owners shall be contrary to or inconsistent with any provision of the Master Deed or By-Laws related to the operation, maintenance, repair, replacement or financing of the Sewage Treatment Facility or the public water supply, and the assessment of related common expenses, or any provision therein which requires the prior written approval of the Department of Environmental Protection ("DEP").

#### 15. 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; provided however that such removal shall require the prior written approval of the Department of Environmental Protection ("DEP").

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.

#### 16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders,

insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association 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 (and the prior written approval of the Massachusetts Department of Environmental Protection shall also be required); 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 Clerk of the Board of Governors 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 of the Condominium Association or its 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, upon request made to the Board of Governors of the Condominium Association, 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.
  - (v) DEP and Town of Stow Board of Health shall have the right at any time, and from time to time, to enter the

premises for the purpose of inspecting and testing the Sewage Treatment Facility.

17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium 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.

18. 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, other rules concerning the Condominium 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 financial statement prepared by a Certified Public Accountant for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

19. CONSTRUCTION OF DOCUMENTS

In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws

of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. 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 for a period of ninety-nine (99) years.

Executed under seal this 24<sup>th</sup> day of October, 2006.

For Authority, See Certificate  
of Stow Villages, LLC,  
to be recorded herewith

Stow Villages, LLC

By: 

D. Bruce Wheeler, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 24 day of October, 2006, before me, the undersigned notary public, personally appeared, D. Bruce Wheeler, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as Member of Stow Villages, LLC, as aforesaid, for its stated purpose.

*Diana P. Parker*

Notary Public

My Commission Expires:





THE VILLAGES AT STOW CONDOMINIUM

SCHEDULE A

That certain land in Stow, Middlesex County, Massachusetts situated on the southerly side of Great Road being all of the land as shown on that certain plan entitled, Site Plan for Villages at Stow, A Comprehensive Permit Project, Stow, Massachusetts" dated August 10, 2004, Revised: October 14, 2004, November 15, 2004 and March 30, 2005, by Stamski and McNary, Inc., recorded with the Middlesex South District Registry of Deeds ("Registry of Deeds") as Plan No. 1532 of 2005 ("Site Plan"), to which plan reference may be had for a more particular description.

Specifically excluded from the Villages at Stow Condominium is that certain parcel of land in Stow, Middlesex County, Massachusetts, situated on the southerly side of Great Road, and being shown as Lot 6 on a plan entitled, "Plan of Land in Stow, Massachusetts (Middlesex County) Being a Subdivision of Lot 2 as shown on LC Plan 3728-B", Scale: 1"=60', Date: April 12, 2004, filed with the Middlesex South Registry District of the Land Court ("Land Court") as Plan No. 3728-D, to which reference may be had for a more particular description of said Lot 6. Lot 6 is shown as Lot 4 on the above referenced Site Plan.

Subject to and with the benefit of easements, rights, restrictions and agreements of record, so far as the same are now in force and applicable, including but not limited to the following:

1. The Reciprocal Easement and Usage Agreement dated October 24, 2006, recorded with the Registry of Deeds in Book 48373, Page; 463
2. Easement Agreement between Hewlett-Packard Company and Bose Corporation dated December 15, 2003 and recorded with the Registry of Deeds in Book 41641, Page 554, filed with the Land Court as Document No. 1303536, as amended by Amendment to Easement Agreement dated August, 2005, recorded with the Registry of Deeds in Book 46722, Page 252, and filed with the Land Court as Document No. 1400395.
3. Comprehensive Permit issued by the Town of Stow Zoning Board of Appeals dated October 16, 2003, recorded with the Registry of Deeds in Book 41576, Page 325, and filed with the Land Court as Document No. 1340365.
4. Order of Conditions (DEP File No. 299-420) issued on January 4, 2005, recorded with the Registry of Deeds in Book 44522, Page 263, and filed with the Land Court as Document No. 1362700.
5. Taking affecting Great Road by the Middlesex County Commissioners recorded with the Registry of Deeds in Book 7657, Page 517 and Certificate of Entry under said taking recorded with the Registry of Deeds in Book 7710, Page 562.

6. Matters as shown on the plan entitled, "Site Plan for Villages at Stow, A Comprehensive Permit Project, Stow, Massachusetts" dated August 10, 2004, Revised: October 14, 2004, November 15, 2004 and March 30, 2005, by Stamski and McNary, Inc., recorded with the Registry of Deeds as Plan No. 1532 of 2005.
7. Erosion Control Special Permit issued by the Stow Zoning Board of Appeals on January 10, 2005, recorded with the Registry of Deeds in Book 44953, Page 486 and the Land Court as Document No. 1370118.
8. Easement given to the Town of Hudson Municipal Light and Power Department dated November 4, 2005, recorded with the Registry of Deeds in Book 46435, Page 72 and filed with the Land Court as Document No. 1395297.
9. Easement given to Comcast of Massachusetts, III, Inc., dated November 4, 2005, recorded with the Registry of Deeds in Book 46435, Page 74 and filed with the Land Court as Document No. 1395295.
10. Easement given to Verizon New England, Inc., dated November 4, 2005, recorded with the Registry of Deeds in Book 46435, Page 68 and filed with the Land Court as Document No. 1395296.
11. Easement to NSTAR Gas Company dated November 4, 2005, recorded with the Registry of Deeds in Book 46435, Page 70 and filed with the Land Court as Document No. 1395293.
12. Regulatory Agreement between Massachusetts Housing Finance Agency, The Town of Stow and Stow Villages, LLC, dated as of January 30, 2006, recorded with the Registry of Deeds in Book 46985, Page 555 and filed with the Land Court as Document No. 1402945.
13. Disposition Agreement between Massachusetts Housing Finance Agency and Stow Villages, LLC, dated as of January 30, 2006, recorded with the Registry of Deeds in Book 46986, Page 1 and filed with the Land Court as Document No. 1402946.
14. Order of Conditions (DEP File No. 299-452) issued on July 18, 2006, recorded with the Middlesex South District Registry of Deeds in Book 48024, Page 61.
15. Notice of Voluntary Withdrawal of Land from the Registration System, recorded with the Registry of Deeds in Book 47656, Page 223 and filed with the Land Court as Document No. 1413825.
16. Determination of Applicability issued on July 19, 2006, recorded with the Registry of Deeds in Book 48024, Page 71.

17. Provisions of Massachusetts General Laws, Chapter 183A, as amended, the within Master Deed, as it may be amended, the By-Laws of the Villages at Stow Condominium Association, Inc., and the Rules and Regulations promulgated thereunder.

For title, see deed to the Declarant dated June 28, 2004 recorded with the Middlesex South District Registry of Deeds in Book 43197, Page 196, and filed with the Middlesex South Registry District of the Land Court as Document No. 1340360. Also see Notice of Voluntary Withdrawal of Land from the Registration System as filed with said Registry District of the Land Court as Document No. 1413825 and recorded with said Registry of Deeds in Book 47656, Page 223. —

## VILLAGES AT STOW CONDOMINIUM

## SCHEDULE B

## Phase 1

<u>UNIT NO.</u>	<u>STREET ADDRESS</u>	<u>SQUARE FOOTAGE*</u>
59	28 Orchard Drive	4,055
60	24 Orchard Drive	3,745

Together with the exclusive rights defined in Section 10 hereof.

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.

Each Unit is used only as a single-family home.

\*Square footages includes the basement and garage.

## VILLAGES AT STOW CONDOMINIUM

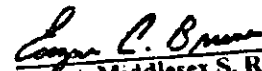
## SCHEDULE C

## Phase 1

<u>UNIT NO.</u>	<u>STREET ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
59	28 Orchard Drive	48.712%
60	24 Orchard Drive	51.288%
		Total 100.00

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in this Schedule C, has complied with the provisions of Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11, 13 and 14 of the same, the Declarant reserves the right to add additional Phases, in an order so desired, including the right to include Sub-phases within any such Phase, as well as the right to eliminate any Phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a). The Declarant will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

Condo/Villages at Stow/Master Deed REV 10-23-06

  
Attest. Middlesex S. Register