

**MASTER DEED OF THE
VILLAGE AT SALISBURY SQUARE CONDOMINIUM**

I. Creation of Condominium.

(A) The undersigned, 12 Beach Road, LLC, a Massachusetts limited liability company, having a place of business at 6 Lyberty Way, Suite 201, Westford, Massachusetts 01886 (the “Declarant”), being the sole owner of the land with improvements thereon located at 12 Beach Road, Salisbury, Massachusetts, more particularly described on Exhibit “A” which is attached hereto and incorporated herein by this reference, does hereby, by duly executing and recording this Master Deed, submit said land, together with the improvements thereon, and all easements, rights and appurtenances belonging thereto (the “Subject Property”) to the provisions of Massachusetts General Laws, Chapter 183A, and does hereby state it proposes to create, and does hereby create, a Condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(B) Condominium Phasing.

The Declarant currently plans to develop the Condominium as a phased Condominium, each Phase of which shall contain one or more Units and/or one or more common facilities or elements. Section VIII (C) hereof sets forth the Declarant’s easements and rights to add additional land, buildings, Units, Exterior Parking Spaces and Phases, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or any mortgagee, or any Trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, shall be necessary so as to add additional land, buildings, Units, Garages, Exterior Parking Spaces and Phases to the Condominium. The buildings located at 2 Emerald Way, 14 Emerald Way and 3 Coral Lane, each consisting of one Unit shall constitute the first Phase of the Association (shown on said plans). When all Phases and Sub-Phases are completed there will be a total of twenty-nine (29) buildings, containing a total of thirty-one (31) units, all as shown on the Site Plan. Section VIII (C) also describes the Declarant’s additional rights in connection with phasing, and certain limitations on the Declarant’s phasing rights.

THE DECLARANT HEREBY ONLY SUBMITS PHASE I, BEING THE THREE (3) UNITS

LOCATED AT 2 EMERALD WAY, 14 EMERALD WAY AND 3 CORAL LANE, TO THE CONDOMINIUM AT THIS TIME. THE DECLARANT'S PRESENT INTENTION IS TO ADD ADDITIONAL UNITS THROUGH FUTURE PHASES AND SUB-PHASES.

II. Description of Land.

(A) The premises which constitute the Condominium consists of the land described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Land") together with the buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending seven (7) years next after the date on which the amendment to this Master Deed adding the last Phase is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the Common Areas and Facilities of the Condominium for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium including, but not limited to, the Land and all buildings, for any and all purposes, including but not limited to installing cable television lines and other utility lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same. The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases.

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

The Declarant further reserves the right and easement, in common with The Village at Salisbury Square Condominium Trust and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the

Town of Salisbury, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the benefit of the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns to (a) further grant easements across the Land upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the Land hereunder; (d) to connect any roadway or utilities to abutting parcels pursuant to the Approvals; and (e) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The Declarant further reserves the right to unilaterally grant to the Town of Salisbury and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant, or the Town, deems necessary, in their respective sole discretion, to complete the development contemplated hereunder or to carry out any of the improvements required under the Approvals.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the owners and occupants of the Land hereunder as well as any adjoining land thereto. Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity, including but not limited to, the owner(s) of the abutting land.

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood that only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of the Declarant shall have any personal liability hereunder.

III. Description of Buildings.

There is currently one (1) building on the Land. The building is described in Exhibit "B," which is attached hereto and is hereby incorporated herein by this reference. Exhibit "B" will be amended from time to time, if and to the extent that future buildings or Phases are created as set forth herein.

IV. Description of Units.

(A) The Unit designation of each Unit and statement of its location, approximate area, number of rooms, immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C," which is attached hereto and is incorporated herein by this reference. Exhibit "C" will be amended from time

to time, if and to the extent that future Phases are created as set forth herein elsewhere. The boundaries of each Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Lower Boundary: The upper surface of the poured concrete floor at the basement floor level for the Unit at 2 Emerald Way, the upper surface of the poured concrete slab for all other Units;
- (ii) Upper Boundary: The lower surface of the roof rafters and joists;
- (iii) Walls: The plane of the surface of the wall studs facing the interior of the Unit;
- (iv) Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one (1) Unit are a part of the Common Areas and Facilities;
- (v) Doors (including garage doors, if applicable) and windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, skylights and skylight frames, and as to the windows and skylights, the exterior surface of the glass, frame and sash;
- (vi) Each Unit shall include a hard-wired smoke detector and carbon monoxide detector.

Each Unit is heated and cooled by means of a separate HVAC system, all portions of which, whether located within or without the Unit are part of the Unit which it serves. Each Unit includes the ownership of all utility installations (including, but not limited to, a sewer pump, if applicable, and hot water heater) and smoke detector and carbon monoxide detectors contained therein or wherever located which exclusively serve the Unit and all wires and conduits associated with the same. The Unit Owner shall be responsible for maintaining, repairing or replacing any such utility installations which exclusively serve the Unit, regardless of where they are located.

Units may have one or more gas-fired fireplaces, which will be directly vented to the outside of the Unit. If any gas-fired fireplace is constructed as part of the Unit, the Unit includes all portions of this gas-fired fireplace including any flues and/or equipment associated with the same, whether located within or outside the Unit and shall be part of the Unit which it serves.

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

The Owner of each Unit shall be responsible for their respective electricity, gas, and water expenses, which shall be supplied by a public utility servicing the area in which the Condominium Trust is located directly to each Unit Owner through separate meters. Each Unit Owner shall be

required to pay all bills and assessments for electricity, gas, sewer, water and other utilities (if any), consumed or used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his Unit.

(B) Garages and Exterior Parking Spaces:

- (i) Each Unit shall have the exclusive right and easement for the two parking spaces, one of which may be located in the garage appurtenant to the Unit. Such spaces for the exclusive use of each Unit shall be designated in the Unit deed. Each Unit shall also have the exclusive right and easement to park vehicles in the driveway appurtenant to his or her Unit.
- (ii) In addition to the Unit parking spaces, the Declarant may construct additional Exterior Parking Spaces not located in garages or in driveways (the "Exterior Parking Spaces", individually, an "Exterior Parking Space"), which shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors until such time as all the units are sold. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional, non-exclusive use by all Unit Owners of Units, their tenants and their guests, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium Trust.
- (iii) Driveways leading to garages, Garages and Exterior Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles except that garages may be used for limited storage in accordance with this Master Deed, the By-Laws and the Rules and Regulations. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Driveways shall not be used for storage; but the Owner of the Unit to which a driveway is appurtenant shall have the right to park private noncommercial passenger vehicles therein. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, ATVs, four wheelers, unregistered vehicles, motor homes of any size or type, or inoperable vehicles shall be permitted to be parked in driveways or Exterior Parking Spaces.
- (iv) Each Unit shall have the exclusive right and easement for the use of the Garage which exclusively adjoins said Unit. Each Unit shall be responsible for the upkeep, maintenance and repair of any such Garage. Said right shall be subject to the

Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such Garage. No Garage may be converted into living or livable space.

(C) Decks and Porches.

Each Unit shall have the exclusive right and easement for the use of such areas, including such porches, decks and/or patios which exclusively adjoin said Unit, if any. Each Unit shall be responsible for the upkeep and maintenance, repair and replacement of any such exclusive use area. Said right shall be subject to the Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such exclusive use areas, along with the appearance, maintenance, painting, decorating and utilization of said areas. As set forth in the Approvals, no rear decks, patios or porches are anticipated other than as shown on the Site Plans and no other rear decks, patios or porches are to be built without first returning to the Planning Board.

(D) Exterior Landscaping Area:

- (i) The Association shall be responsible for the upkeep, maintenance, repair and replacement of exterior landscape and sidewalk areas, the expenses of which shall be Common Expenses. This includes, but is not limited to, the removal of snow and ice, as well as watering and landscaping as required. All snow and ice removal shall be conducted in accordance with the requirements set forth in the Approvals, as such term is defined below. Snow shall not be permitted to block roadways, parking areas or stop the drainage from functioning properly. If snow storage areas are at capacity, snow is to be carted off site. Notwithstanding the above, each Unit Owner shall be responsible, at his or her own expense, for removing snow and ice from his or her Unit, and any porch, deck or patio appurtenant thereto.

(E) Climate Control:

- (i) Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not more than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55% at all times.
- (ii) Unit Owners shall be responsible to:
 - (1) clean and dust the surfaces within a Unit on a regular basis;
 - (2) immediately remove visible moisture accumulation on windows, windowsills

- and any other surfaces within the Unit;
- (3) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
 - (4) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
 - (5) when appropriate, engage a professional remediation company to mitigate any damage to the Unit resulting from leaks and spills;
 - (6) replace water heaters, if any, prior to the end of the warranty period;
 - (7) use braided metal hoses or high pressure equivalent on washing machines, if any;
 - (8) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
 - (9) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
 - (10) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.
- (iii) Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.
- (iv) Unit Owners are required to report immediately, in writing, delivered to the Board:
- (1) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
 - (2) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
 - (3) any failure or malfunction of any heating, ventilating or air conditioning

system serving the Unit.

- (v) Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to undertake any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4, this Master Deed, the Declaration of Trust and the By-Laws attached as Exhibit A thereto.
 - (vi) Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or resulting from the Unit Owner's failure to comply with the terms of this provision, the Master Deed, the Declaration of Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions.
 - (vii) Unit Owners shall be responsible and liable for any fines for violations of this and any damages suffered by the Condominium or other Owners or occupants of the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this provision.
 - (viii) Any expenses or fines charged to a Unit Owner pursuant to this provision shall be collectible as a common expense.
 - (ix) Unit Owners shall be responsible for the maintenance and repair of the pad of the HVAC equipment, if any, outside their unit.
- (F) Exclusive Use Areas:

In addition to the areas described above (including Garages, decks, porches, patios, etc.), additional exclusive use areas (including storage areas, terraces, walkways, etc.) as shown on the Site Plans and/or Unit Plans, shall be appurtenant to one or more Units. Said exclusive use areas shall be limited common areas and shall be for the exclusive use of the Unit to which it is attached. Except as otherwise set forth hereunder, each said Unit Owner shall be responsible for the upkeep and maintenance of said exclusive use area.

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

- a. The Common Areas and Facilities of the Condominium consist of the Land and entire premises described in Section II of this Master Deed, other than the Units described on Exhibit "C" hereto, subject to the Declarant's phasing easements and rights as set forth herein. Without limiting the foregoing language in this Section V, the Common Areas and Facilities of the Condominium include and are subject to:
- (i) The Land described in Section II of this Master Deed, subject to the provisions regarding the Declarant's Phasing rights and subject to the provisions regarding Exterior Parking spaces;
 - (ii) The foundation/slab, structural members, beams, supports, exterior walls, vinyl siding, roof and structural walls, and other structural components located within any Unit;
 - (iii) Installation of central services, if any, such as heat, electric power, gas, hot and cold water, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, including Appurtenant Areas thereof, whether located in that Unit or located elsewhere in the Common Areas;
 - (iv) All conduits, chutes, ducts, plumbing, wiring, flue and other facilities for the furnishing of utility services (collectively "utility installations") which utility installations are: (i) contained in the common portions of a building, if any; and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Appurtenant Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;
 - (v) Exterior lighting devices and wires and poles serving the same (provided; however, that each Unit Owner shall be solely responsible for the maintenance, repair and replacement of any exterior lighting appurtenant to or exclusively serving his or her Unit. With respect to the replacement of such lighting, the Unit Owner shall utilize materials of at least the same quality, design and rating as the materials originally installed by the Declarant. Any such replacement materials shall be approved by the Board in writing prior to installation.);
 - (vi) Exterior Parking Spaces, except as otherwise limited by this Master Deed;
 - (vii) The lawns, plants, shrubbery, landscaping, driveways, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, to the extent that any of the foregoing are not situated within a Unit and/or an exclusive use or limited common area. No interior fencing, walls or structures of any kind shall be installed, other than as specifically depicted on the Landscape Plan submitted to the Town in conjunction with the Approvals, as such term is defined below. All landscaping, fencing and lighting included as part of the Common Areas and Facilities shall be

- maintained as set forth under the terms of the Approvals.
- (viii) Irrigation systems and all components related to the same;
 - (ix) Ownership in all ways on the Land, including Emerald Way, Coral Lane, Gulf Winds Lane, Morning Fog Circle, Sea Spray Lane and Salty Tear Lane (collectively, the “Way”), shall be part of the Common Areas and Facilities and subject to the rights of others to pass, repass and use the same for all purposes which streets and roads may be used in the Town of Salisbury. The Board of Trustees shall be obligated to maintain, as private ways, the Way and the named drives (including removal of snow and ice therefrom as set forth in the Approvals, and utilities therein, thereon and thereunder. Notwithstanding any provision herein to the contrary, there shall be no parking permitted on the Way at any time and one or more “No Parking” signs shall be erected thereon. Notwithstanding any provision herein to the contrary, any Bus-stop Shelter constructed in accordance with the terms of the Approvals shall, immediately upon completion, become property of the Town of Salisbury and shall not be included as part of the Common Areas and Facilities, and the Association shall have no liability for the maintenance, repair, replacement or removal of the same.
 - (x) Sewage disposal systems, including pipes, conduits, controls, ducts, plumbing, cables and equipment and all sewage drainage pipes located outside the Units which serve part of the Condominium other than a specific Unit exclusively. Notwithstanding the foregoing, it shall be the sole responsibility of each Unit Owner to maintain, repair and replace all elements of the sewage disposal system located within the Unit, or located outside the Unit and servicing the Unit exclusively, including, if applicable, sewer pumps. The Condominium Trust shall have the right, but not the obligation, to perform any such maintenance, repairs and replacements which it deems necessary, if not performed by the Unit Owner, and charge the Unit Owner for all costs associated with the same;
 - (xi) All storm water management infrastructure, facilities, and equipment, including pipes, conduits, controls, ducts, and other materials located on the Land and/or installed pursuant to the Approvals;
 - (xii) All other items situated on the subject property and listed as Common Areas in Massachusetts General Laws, Chapter 183A, except for the Units described on Exhibit “C” hereto, subject to the provisions regarding the Declarant’s Phasing rights. The proportionate interest of each Unit of the Condominium in the Common Areas and Facilities of the Condominium shall be as set forth on Exhibit “C” which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit “C” will be amended from time to time, if and to the extent that future phases are created as set forth herein elsewhere.
- b. The Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Condominium Trust, and to all Rules and Regulations. The Declarant has

reserved the right and easement to modify the boundaries of Units to be included in the Condominium as part of future Phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the Amendment to this Master Deed adding such future Phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

(C) The use or maintenance of the Common Areas and Facilities in a manner contrary or inconsistent with any applicable statute, rule or regulation of the Department of Environmental Protection Agency (“DEP”) or the Salisbury Board of Health is hereby prohibited.

VI. Master Plans.

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

VII. Use Restrictions.

(A) Units are intended only for residential purposes; provided, however, that any Unit may also be used as an office but only: (i) accessory to such residential use; (ii) only if and to the extent such accessory office use is permitted by applicable zoning laws and the Approvals, as such term is defined herein; and (iii) no one shall be employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(B) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Trust.

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

(D) The Unit Owners desire to maintain The Village at Salisbury Square Condominium as a first-class Owner-occupied residential community. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium

Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto. Under no circumstances shall a unit be leased for a period of less than one year.

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

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

(G) No Unit Owner shall make any addition, alteration or improvement to any part of the Common Area, including, without limitation, any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping thereof, without written consent of the Board of Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. Notwithstanding the terms in this subsection, nothing herein shall prohibit a Unit Owner from parking private passenger vehicles in any driveway in which the Unit has rights.

(H) No Unit Owner (other than Declarant in conjunction with its reserved powers hereunder) may erect any sign on or in the Unit including, without limitation, any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping thereof which is visible from the outside of the same or from the Common Elements, without in each instance having obtained the prior written permission of the Board of Trustees which permission may be granted or denied in the sole discretion of the Board.

(I) In keeping with the operation of the Condominium as a first-class residential facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to

health or in violation of any Legal Requirements or the Rules and Regulations. No gasoline or other explosive or inflammable material may be kept in any Unit or in any of the Common Areas or Facilities of the Condominium, except in strict accordance with all Legal Requirements. For the purpose of this Section, the Trustees' decision as to what constitutes a nuisance shall be binding on the Unit Owners.

(J) No Unit Owner shall make or permit any disturbing noises in its Unit or do or permit anything which will interfere with the rights, comforts and convenience of others. The volume of any radio, television, musical instrument or other sound producing device shall be sufficiently reduced at all times so as not to disturb other occupants. Despite such reduced volume, no such sound producing devices shall be operated between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation shall disturb or annoy other occupants.

(K) No installation, construction, or repair work involving noise shall be conducted except on weekdays (not including legal holidays) between the hours of 8:00 a.m. and 5:00 p.m., unless necessitated by emergency. All installation, construction and repair work requiring deliveries of materials or equipment and/or disposal of trash or debris shall be scheduled at least forty-eight (48) hours in advance with the Board of Trustees and/or the Condominium Managing Agent. Each Unit Owner shall be responsible for any damage to the Common Elements or other Units attributable to such Unit Owner's installation, construction or repair work, each Unit Owner must provide the Trustees with evidence of such insurance as the Trustees may require pursuant to the provisions of this Master Deed and the Trust and By-Laws. All installation, construction or repair work shall be carried out in accordance with the provisions of this Master Deed, the Trust and By-Laws.

(L) All draperies, as well as any other window treatments and hanging material, must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be installed closer than one inch (1") to heating units. All draperies, window coverings and window treatments visible from the exterior of the Condominium shall be lined with a neutral material or shall be neutral in appearance when viewed from the exterior of the Condominium. Except for the rights reserved by the Declarant in this Section, or as otherwise permitted by the Trustees, no signs, posters, artwork or articles of any kind shall be hung inside the windows or from the terraces or balconies in a manner as to be visible from the exterior of the Condominium.

(M) In order to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building or property, no smoking shall be allowed anywhere in or on common areas of the Condominium property; provided, however, that Unit Owners shall be allowed to smoke on the exterior decks or porches appurtenant to their respective Unit. The term "smoking," as used herein, shall mean inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette or other tobacco product, marijuana or illegal substances or similar lighted product in any manner or in any form. Except on

exterior decks or porches as noted above, no Unit Owner, guest or occupant shall smoke anywhere or on or in the Condominium Common Areas and Facilities, nor shall any Unit Owner permit any guests or visitors to do so.

VIII. Amendment of Master Deed.

(A) This Master Deed may be amended by: (i) vote of the Unit Owners entitled to not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities; (ii) together with the assent of not less than fifty-one percent (51%) of eligible mortgage holders as defined in the By-Laws (except in cases where a higher percentage is required by the By-Laws of the Condominium Trust, in which case such higher percentage specified shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee; and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Essex South District Registry of Deeds, provided, however that:

- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Essex South District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place;
- (ii) Pursuant to the provisions of General Law, Chapter 183A, Section 5, the percentage of the undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded;
- (iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the Units so altered;
- (iv) No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any Unit in the Condominium; and
- (v) No instrument of amendment which alters this Master Deed in any manner contrary to

or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

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

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

All Unit Owners, mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to any such amendments by the Declarant, or its successor, the Board of Trustees, if necessary.

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

- (i) The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
 - (1) Additional building(s) and Units;

- (2) Additional roads, driveways, decks, carports, garages, exterior parking spaces and parking areas, decks, patios, porches, walks and paths;
 - (3) New or additional fences or decorative barriers or enclosures, and other structures of every character;
 - (4) New or additional conduits, pipes, satellite dishes, wires, poles or other lines, equipment and installations of every character for the furnishing of utilities;
 - (5) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a Phased Condominium; and
 - (6) The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.
 - (g) The Declarant further reserves the right to unilaterally grant to the Town of Salisbury and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the Development contemplated hereunder.
- (ii) In the event that there are unsold Units, the Declarant shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:
- (1) Lease, rent and license the use of any unsold Unit, or Exterior Parking Space;
 - (2) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
 - (3) Use any Unit owned by the Declarant as an office for the Declarant's use.
- (iii) The Declarant and its authorized agents, representatives and employees shall have

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

- (iv) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by the Section VIII(C) and the and the development of Common Areas and Facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section VIII (C). This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.
- (v) The Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit Owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.
- (vi) Ownership of each building, together with the Units, decks, Garages, Exterior Parking Spaces, Porches and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.
- (vii) Except as limited by the Approvals, as such term is defined herein, or otherwise hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future Phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional buildings,

Units, decks, Garages, Exterior Parking Spaces and other appurtenances shall be unlimited.

- (viii) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section, which shall at all times and in all respects be subject to the terms and conditions of the Approvals, as such term is defined herein:
- (1) The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
 - (a) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or
 - (b) The Declarant shall record with the Essex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
 - (2) There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Section
 - (3) There are no minimum or maximum size limitations on the future Phase(s) to be added to the Condominium. A Phase may consist of any number of buildings (or portions thereof), Units, decks, Garages and Exterior Parking Spaces, Porches and other appurtenances provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct buildings and Units and Phases and Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings or Units or Phases or Sub-phases in numerical order, but may construct buildings, Units, or Phases or Sub-phases and add buildings, Units and Phases of Sub-phases to the Condominium in any order which the Declarant may desire. The Declarant shall have the right

and easement to add sub-phases. A sub-phase shall be a portion of a Phase. For example, the Declarant may decide to construct and add to the Condominium by unilateral amendment to this Master Deed Sub-phase 2A, containing less than the number of units originally contemplated in Phase 2.

- (4) The Declarant may amend this Master Deed to add new Units to the Condominium as part of future Phases, however, the total number of Units in the Condominium shall not exceed the maximum number permitted by applicable law.
- (5) The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future buildings and Garages, and Units which are to be added to the Condominium as part of future Phases. Therefore, except as otherwise set forth in this Master Deed, the Declarant shall not be limited to any specific type of building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described herein.
- (6) The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future Phase(s).
- (7) The Declarant may add future Land, Phase(s), building(s) and Unit(s) therein to the Condominium by unilaterally executing and recording with the Essex South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
 - (a) An amended Exhibit "B" describing the building(s) being added to the Condominium;
 - (b) If the boundaries of the Unit(s) being added to the Condominium vary from those described herein, the definition of the Common Areas and Facilities contained herein shall be modified, as necessary, with respect to such Unit(s);
 - (c) An amended Exhibit "C" describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of

the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in this Master Deed, and setting forth the new percentage ownership interests of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A; and

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

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

amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

- (9) Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section.
- (10) In the event that notwithstanding the provisions of this Section to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, or its successors and assigns, is required on any amendment to this Master Deed which adds Land, a building, Unit(s) and/or new Phase(s) to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner and each Unit Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.
- (11) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall

not be in violation of any rule of law, then in effect.

- (12) All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future Phases will be consistent with the initial improvements in terms of quality of construction.
- (13) The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable, one (1) or more facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. The Declarant may turn such facilities over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Section, however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.
- (14) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all Phases, the Declarant and its successors-in-title and their nominees may use one (1) or more of the Units for sales offices, marketing functions and models.
- (15) Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Land, Phase(s), buildings, Units, Garages, Exterior Parking Spaces, decks, porches or any other structures or facilities whatsoever beyond Phase I.
- (16) The Declarant further reserves the right and easement over the Land described above, common with The Village at Salisbury Square Condominium Trust and the Owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of Land which the Declarant now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and

enjoyment of the improvements currently located on the Land described hereunder.

The Declarant further reserves the right and easement, in common with The Village at Salisbury Square Condominium Trust and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns, to (a) further grant easements across the lands upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The Declarant further reserves the right to unilaterally grant to the Town and/or any of its Boards, Assigns and/or Designees any easement the Declarant deems necessary, in its sole discretion, to complete the development contemplated hereunder.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity including, but not limited to, the owner(s) of the abutting land.

IX. Condominium Unit Owners Association.

The name of the Trust which has been formed and through which the Unit Owners will manage and

regulate the condominium hereby established is The Village at Salisbury Square Condominium Trust under Declaration of Trust of even date to be recorded herewith. The address of the Trust is c/o 12 Beach Road, LLC, 6 Lyberty Way, Suite 201, Westford, MA 01886. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the Common Areas and Facilities as established by this Master Deed.

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

12 Beach Road, LLC, 6 Lyberty Way, Suite 201, Westford, MA 01886

Term: As set forth in the Declaration of Trust of The Village at Salisbury Square Condominium Trust.

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

X. Name of Condominium.

The Condominium hereby established shall be known as “The Village at Salisbury Square Condominium.”

XI. Encroachments.

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

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

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

Facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in such Unit. Subject to the provisions of the Condominium By-Laws, Exhibit A to the Declaration of Trust, the Trustees of the Condominium shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the buildings.

XIII. Wires Located Outside the Units.

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

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

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

XV. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to the mortgagee protection provisions By-Laws of the Condominium

Trust which is hereby incorporated herein by this reference and made a part hereof.

Notwithstanding any provisions in these documents, the Declarant for himself, and his successors and assigns reserve the right to transfer any and all right associated with the Declarant hereunder, sell, transfer or otherwise convey any of the rights associated with the same hereunder to a successor Declarant so long as said instrument is executed and duly recorded in the Registry of Deeds.

XVI. Invalidity.

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

XVII. Waiver.

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

XVIII. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

XIX. Conflicts.

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

XX. Continuing Obligations of the Condominium Trust.

Reference is made to the Town of Salisbury Planning Board Site Plan & Special Permit Approval dated September 28, 2012 (Recorded at Book 32393, Page 514) (the "Special Permit"). Reference is also made to the Order of Conditions DEP File No. 065-0973 dated September 24, 2012, issued by the Salisbury Conservation Commission (the "Order of Conditions"), and the NPDES Permit dated March 19, 2013 (the "NPDES" Permit"). The Unit Owners shall be subject to and bound by the terms and conditions of the Special Permit, the Order of Conditions and the NPDES Permit, as they may be amended or modified from time to time (collectively, the "Approvals"). All unit owners acknowledge that the Approvals create continuing obligations which shall become the responsibility

of the Unit Owners.

XXI. Environmental Remediation

Reference is made to that certain “Method 1 Risk Characterization, Release Abatement Measure Completion Statement, & Class A-2 Response Action Outcome Statement for 12 Beach Road, Salisbury, Massachusetts - RTN 3-31267” submitted to the Massachusetts Department of Environmental Protection on or about February 4, 2013.

XXIV. Storm Water Management

The Declarant shall be responsible for the installation, operation and maintenance of all aspects of the storm water management facilities until all dwelling Units have been conveyed. Upon the transition described in Section 3(a)(i) of the Declaration of Trust, the operation and maintenance of such storm water management facilities shall be the responsibility of the Condominium Association.

XXV. Liability and Arbitration

Notwithstanding anything to the contrary contained herein, and not withstanding any custom or usage to the contrary, it is expressly understood and agreed that the only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or any member of the Declarant, shall have any personal liability hereunder.

Furthermore, any and all claims, disputes and other matters in question arising out of or relating to the Declarant shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages. Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when an institution of legal proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or barred by the terms of any limited warranty given to a unit owner or the Association by the Declarant. In the event of arbitration, each party shall select an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator.

[Signatures Appear on the Following Page]

EXECUTED as an instrument under seal this ____ day of _____, 2014.

12 Beach Road, LLC

By: _____, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss: _____, 2014

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was drivers' license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Manager of 12 Beach Road, LLC.

Official Signature and Seal of Notary
My Commission Expires: _____

EXHIBIT "A" TO MASTER DEED

THE VILLAGE AT SALISBURY SQUARE CONDOMINIUM
SALISBURY, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of The Village at Salisbury Square Condominium, Salisbury, Essex County, Massachusetts

DESCRIPTION OF LAND

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

Parcel I

A certain parcel of land situate in Salisbury, Essex County, Massachusetts, bounded as follows:

NORTHWESTERLY	by land deed by Madeline L. Mailet to George R. French et ux two hundred seventy five feet, more or less;
NORTHEASTERLY	by Beach Road one hundred feet;
SOUTHEASTERLY	by remaining land of Madeline L. Mailet, parallel with the bound first given, two hundred sixty feet, more or less; and
SOUTHWESTERLY	by land now or formerly of Mary M. Gerrish one hundred feet.

And, the land in said Salisbury off the west side of Ferry Road bounded and described as follows:

Beginning at the Southeasterly corner where the land now or formerly of Bessie F. Brow meets the land of Jessie I. Moody, thence running

WESTERLY	along the land of James H. Evans 436 feet, thence running
NORTHERLY	along the land in part of Charles D. and Ida P. Foote and Linda T. George 262 feet, thence running
EASTERLY	along the land in part of George R. and Viola C. French, Martin and Madeline L. Mailet and Anne K. Daley, 324.57 feet, thence running
SOUTHERLY	along the land of the Roman Catholic Church of the Archdiocese of Boston, 100 feet, thence running
EASTERLY	along the land of the said Church 128 feet, more or less, thence running
SOUTHERLY	along the land now or formerly of Bessie F. Brown, 212 feet, more or less, back to the point of beginning.

Being the premises conveyed to Grantor by deed dated April 13, 2011 and recorded with the Essex South District Registry of Deeds at Book 30351, Page 394.

Parcel II

A certain parcel of land shown known as Parcel A as shown on a plan of land entitled "Plan of Land Form A," Project title: Archambault 11 Beach Road Salisbury, MA, Applicant: 12 Beach Road LLC P.O. BOX 239 Amherst NH 03031, Owner: Patricia Archambault 11 Bridge Road Salisbury, Massachusetts, prepared by Cammett Engineering 297 Elm Street Amesbury, MA, Scale: 1"=40', dated April 13, 2012. The plan is duly recorded with the Essex South District Registry of Deeds herewith, as Plan Book 435, Plan 69. Parcel A contains 98,040± square feet, 2.25 acres ± according to said Plan.

Being the premises conveyed to Grantor by deed from Patricia Archambault dated October 29, 2012 and recorded with the Essex South District Registry of Deeds in Book 31883, Page 196.

EXHIBIT "B" TO MASTER DEED

THE VILLAGE AT SALISBURY SQUARE CONDOMINIUM
SALISBURY, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of The Village at Salisbury Square Condominium, Salisbury, Essex County, Massachusetts

DESCRIPTION OF BUILDINGS

PHASE I: There are currently three (3) buildings on the Land. The buildings are two (2) story structures on poured concrete slabs, except for the building containing the Unit at 2 Emerald Way, which has a basement. The buildings are wood frame with 4" Weather Historic Vinyl Sided. The floor joists and roof joists are wood. The roofs are asphalt roof shingles. The existing buildings contain the following Units: 2 Emerald Way, 14 Emerald Way and 3 Coral Lane.

FUTURE PHASES:

If all of the contemplated future Phases are constructed and added to the Condominium, there will be twenty-nine (29) Buildings. The Buildings will be two story structures on concrete slabs. The Buildings will be wood frame with vinyl siding. The floor joists and the roof joists will be wood. The roofs will be asphalt shingles.

EXHIBIT "C" TO MASTER DEED

THE VILLAGE AT SALISBURY SQUARE CONDOMINIUM
SALISBURY, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of The Village at Salisbury Square Condominium, Salisbury, Essex County, Massachusetts

DESCRIPTION OF UNITS / PERCENTAGE INTERESTS

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

2 Emerald Way - Basement, Living Room, Kitchen, Dining Room, 1 ½ Bathrooms, 5 Bedrooms. Also included are any and all appurtenant common areas set forth herein or as shown on the Unit Plan.

14 Emerald Way - Foyer, Living Room, Kitchen, Dining Room, Laundry, 2½ Bathrooms, 3 Bedrooms, closets, Garage. Also included are any and all appurtenant common areas set forth herein or as shown on the Unit Plan, including porches and patios.

3 Coral Lane – Foyer, Living Room, Kitchen, Dining Room, Study/Bedroom, Laundry, 1 ½ Bathrooms, 2 Bedrooms, closets, Garage. Also included are any and all appurtenant common areas set forth herein or as shown on the Unit Plan, including porches and patios.

Unit Designation	Location of Unit	Approximate Area of Unit In Square Footage	Immediate Common Areas To Which Unit Has Access	Proportionate Interest of Unit In Common Areas and Facilities (total Condominium)
2 Emerald Way	Phase I – As shown on the Site Plan	2,918 sq. ft. (first and second floors, plus basement and attic);	Front and side doors exiting to common areas.	33.33%
14 Emerald Way	Phase I – As shown on the Site Plan	1,884 sq. ft. (first and second floors)	Front and side doors exiting to common areas.	33.33%
3 Coral Lane	Phase I – As shown on the Site Plan	1,752 sq. ft. (first and second floors)	Front and side doors exiting to common areas.	33.33%

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT

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

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