MASTER DEED

This MASTER DEED of the PAUL REVERE TOWNHOUSES CONDOMINIUM is made this 17th day of September, 1984.

WITNESSETH that FORROW BUILDERS, INC., hereinafter with its successors and assigns called "the Declarant," a Massachusetts corporation with its usual place of business in Millbury, Massachusetts (mailing address: P.O: Box 148, Millbury, Massachusetts 01527), being the owner of certain premises on Grafton Street in said Millbury, 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 proposes to and does hereby 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 it does hereby declare and provide as follows:

1. NAME AND LOCATION OF CONDOMINIUM

(a) The name of the Condominium shall be PAUL REVERE VILLAGE, also known as the PAUL REVERE TOWNHOUSES CONDOMINIUM and PAUL REVERE TOWNHOUSES, said Condominium being shown on a plan entitled "Site Plan - Paul Revere Village in Millbury, Mass." dated September 17, 1984 prepared by Lavallee Brothers, Inc., and recorded with the Worcester District Registry of Deeds in Plan Book 524, Plan 120.

(b) The Paul Revere Village Condominium is located on a parcel of land situated on Grafton Street in Millbury, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at a point in the northerly line of Grafton Street at the southeasterly corner of Lot 2 as shown on plan recorded with said Registry in Plan Book 512, Plan 70;

THENCE North 06° 30' 00" East by said Lot 2 two hundred twenty and 00/100 (220.00) feet to a point;

THENCE South 86° 11' 52" West by said Lot 2 and Lot 1 on plan recorded with said Registry in Plan Book 512, Plan 70 three hundred and 22/100 (300.22) feet to a point in the stone wall at land now or formerly of Vallee Homes;

THENCE North 06° 30' 34" East two hundred forty-five and 89/100 (245.89) feet to a drill hole;

THENCE North 07° 16' 34" East three hundred sixty-five and 34/100 (365.34) feet to a drill hole;

Buck 8466.
Page 243
Book 8522
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Book 8763
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Book 8921
Poge 366

Book 8921 Puge 61 Book 9018 Page 302 Book 9121 Page 319 Book 9419 Page 328

9419 Pay 328 Book 9600 Page 374 Votes B. 10896 Pgs. 287 + 288

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Consument	THENCE	North 07° 50' 34" East three hundred fifty-nine and 76/100 (359.76) feet to a drill hole;
Ggreement B. 12582 Jags. 68, 70, 72, 74 Boah 19471 Page 323	THENCE	North 06° 43' 04" East two hundred ninety-four and 11/100 (294.11) feet to a drill hole, the last four courses being by a stone wall;
Jogs. 68, 70, 72, 74	THENCE	North 05° 55' 54" East two hundred eighty-four and 62/100 (284.62) feet to a stone wall;
Koak	THENCE	South 83° 03' 04" West ninety-three and 48/100 (93.48) feet to a drill hole;
19471	THENCE	North 04° 35' 50" East four hundred seventy-seven and 76/100 (477.76) feet to a drill hole in a corner of walls at land now or formerly of Mangano;
323	THENCE	South 83° 36' 16" East three hundred thirty-nine and 78/100 (339.78) feet to a point;
Doole 22103	THENCE	South 83° 29' 36" East two hundred forty-nine and 36/100 (249.36) feet to a point;
Tage 12	THENCE	South 83° 34' 56" East one hundred eighty-one and 65/100 (181.65) feet to a point;
	THENCE	South 83° 52' 56" East two hundred three and 69/100 (203.69) feet to a point;
	THENCE	South 83° 18' 16" East two hundred fifty-seven and 94/100 (257.94) feet to a drill hole, the last seven courses being by a stone wall;
	THENCE	South 83° 18' 16" East three hundred sixteen and 45/100 (316.45) feet to a point in a stone wall at the approximate location of the Millbury-Grafton town line;
	THENCE	South 06° 38' 44" West one hundred eighty-seven and 08/100 (187.08) feet to a point;
	THENCE	South 06° 38' 44" West three hundred fifty and 57/100 (350.57) feet to a point;
,	THENCE	South 06° 31' 34" West three hundred twenty-six and 25/100 (326.25) feet to a point;
	THENCE	South 06° 46' 34" West one hundred fifty-five and 90/100 (155.90) feet to a point;
	THENCE	South 07° 32' 04" West one hundred nine and 46/100 (109.46) feet to a point;

THENCE South 05° 50' 44" West one hundred ninety-two and 81/100 (192.81) feet to a point;

THENCE South 06° 40' 44" West four hundred ten and 70/100 (410.70) feet to a drill hole;

THENCE South 06° 04' 46" West two hundred twenty-eight and 90/100 (228.90) feet to a Worcester County highway bound in the northerly line of Grafton Street, the last eight courses being by a stone wall in the approximate location of the Millbury-Grafton town line;

THENCE South 86° 11' 52" West by the northerly line of Grafton Street two hundred twenty-one and 42/100 (221.42) feet to a point;

THENCE northeasterly by a curve to the left with a radius of twenty-five and 00/100 (25.00) feet for a curve distance of thirty-nine and 27/100 (39.27) feet to a point;

THENCE North 03° 48' 08" West three hundred sixty and 00/100 (360.00) feet to a point;

THENCE South 86° 11' 52" West seven hundred twenty and 00/100 (720.00) feet to a point;

THENCE South 03° 48' 08" East one hundred fifteen and 00/100 (115.00) feet to a point;

THENCE South 86° 11' 52" West one hundred and 00/100 (100.00) feet to a point;

THENCE South 04° 37' 29" West two hundred seventy-two and 95/100 (272.95) feet to a point in the northerly line of Grafton Street;

THENCE South 86° 11' 52" West by the northerly line of Grafton Street one hundred nineteen and 31/100 (119.31) feet to the place of beginning.

Being a portion of the premises conveyed by Lorraine T. LaRue and others by deed dated October 11, 1983, recorded with said Registry in Book 7960, Page 301.

Subject to rights granted to New England Telephone & Telegraph Company recorded with said Registry in Book 2302, Page 115; a notice of decision on special permit recorded with said Registry in Book 8201, Page 196; an offer of conservation restrictions and waiver recorded with said Registry in Book 8201, Page 209; and construction mortgages granted to Milbury Savings Bank recorded with said Registry in Book 8284, Pages 122, 131, 140, and 149.

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. For the purposes of this document, "townhouse" shall mean "unit," "townhouse designation" shall mean "unit designation" and "townhouse owner" shall mean "unit owner" as those terms are defined in Chapter 183A of the General Laws of Massachusetts.

3. LEGAL ORGANIZATION

The <u>Paul Revere Village Association</u>, <u>Inc.</u>, hereinafter referred to as the "Association," is a corporation of the townhouse owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which Association will manage and regulate Paul Revere Village 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 townhouse ownership in the Paul Revere Village and shall not be severable in any manner from said townhouse.

The <u>Directors of the Association</u> shall consist of at least three and not more than five persons. Notwithstanding the foregoing, initially there shall be two Directors who shall be appointed by the Declarant and serve until the second annual meeting of the townhouse owners. Thereafter, the Directors shall be elected by and from the membership of the Association.

The Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Therefter officers shall be elected by the Directors to serve as such officers and the President and Treasurer shall be members of the Association.

The <u>By-Laws of the Association</u> mean 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 Directors and are incorporated herein by reference, and such amendments thereto as may from time to time be enacted.

The <u>Paul Revere Village Rules</u> and <u>Regulations</u> means those rules and <u>regulations</u> which may be hereafter adopted by the Directors of the Association for the use and maintenance of the common areas and facilities and townhouses of Paul Revere Village.

4. DESCRIPTION OF BUILDINGS

The buildings of the Condominium consist of twenty-seven (27) buildings each having access to Grafton Street as shown on said plan of Paul Revere Village.

The buildings are to be constructed principally of concrete and wood, each having a poured concrete foundation, wood frame structure, asphalt roofing and vynal brick walls and/or wood siding.

5. <u>DESIGNATION OF TOWNHOUSES</u>

Paul Revere Village will consist of 98 units in 14 phases as follows:

Phase I (8	units)	Phase	II	(6 u	nits)	Pha	ise	III	(8	units)
7 Lexington 8 Lexington 9 Lexington 10 Lexington 11 Lexington 12 Lexington 13 Lexington 14 Lexington	Road Road Road Road Road Road	3 Lexi	ngto ngto ngto ngto	n Roa n Roa n Roa n Roa	ad ad ad ad	16 17 18 19 20 21	Lex Lex Lex Lex Lex	cingt cingt cingt cingt cingt	on on on on on	Road Road Road Road Road Road Road
Phase IV (8	units)	Phase	v	(8 uı	nits)	Pha	ise	VI	(8	units)
23 Lexington 24 Lexington 25 Lexington 26 Lexington 27 Lexington 28 Lexington 29 Lexington 30 Lexington	Road Road Road Road Road Road	31 Lex 32 Lex 33 Lex 34 Lex 35 Lex 36 Lex 37 Lex 38 Lex	ingt ingt ingt ingt ingt	on Roon Roon Roon Roon Roon Roon Roon R	oad oad oad oad oad oad	40 41 42 43 44 45	Lex Lex Lex Lex Lex	ingt ingt ingt ingt ingt	on on on on on	Road Road Road Road Road Road Road
Phase VII (8	units)	Phase	VIII	(8 t	ınits)	Pha	se	IX	(8	units)
9 Meetinghou 10 Meetinghou 11 Meetinghou 12 Meetinghou 13 Meetinghou 14 Meetinghou 15 Meetinghou	se Lane se Lane se Lane se Lane se Lane	3 Meet 4 Meet 5 Meet 6 Meet	inghe inghe inghe inghe inghe	ouse ouse ouse ouse	Lane Lane Lane	2 V 3 V 4 V 5 V 6 V	/ill /ill /ill /ill /ill	age age age age age age	Gre Gre Gre Gre Gre	en en en en
14 Meetinghou	se Lane se Lane	6 Meet 7 Meet	ingh ingh	ouse ouse	Lane	6 V 7 V	/ill /ill		Gre Gre	

Phase X (6	units)	Phase XI (6 units)	Phase XII (6	units)
9 Village 10 Village 11 Village 12 Village 13 Village 14 Village	Green Green Green Green	47 Lexington Road 48 Lexington Road 49 Lexington Road 50 Lexington Road 51 Lexington Road 52 Lexington Road	53 Lexington 54 Lexington 55 Lexington 56 Lexington 57 Lexington 58 Lexington	Road Road Road Road
Phase XIII	(6 units)	Phase XIV (4 units)		
5 Concord 6 Concord 7 Concord 8 Concord 9 Concord 10 Concord	Road Road Road Road	1 Concord Road 2 Concord Road 3 Concord Road 4 Concord Road		

Each unit will have three vertical levels (a garage, a first floor and a second floor) and contain two bedrooms, one and one-half bathrooms, one kitchen/diningroom and one living room. Units will be within buildings containing a total of two or four units.

Recorded simultaneously with this Master Deed are the site plan consisting of two sheets referred to in paragraph 1(a) hereof and a set of floor plans for Phase I showing the layout, location, unit numbers and dimensions of the Phase I units, stating that the buildings have no names and bearing the verified statement of a registered land surveyor certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Phase I units as built.

6. INTEREST OF TOWNHOUSE OWNER

The owners of each townhouse shall be entitled to an undivided fractional interest in the common areas and facilities of the Condominium as set forth on Schedule A attached hereto. Each unit deed shall state that the Condominium will be constructed in phases and the percentage of interest is subject to change as phases are added (see also Paragraph 14).

7. BOUNDARIES OF TOWNHOUSES

The Boundaries of the townhouses are as follows:

(a) Floors: The plane of the upper surface of the concrete basement floor.

- Ceilings: The plane of the lower surface of the (b) roof rafters.
- (c) Interior Building Walls Between the Townhouses: The plane of the interior surface of the wall stude facing each unit.
- (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and window frames; as to basement walls, the interior surface of concrete walls.

8. MODIFICATION OF TOWNHOUSES

The owner of any townhouse shall not at any time make any change or modification of the exterior of said townhouse or any interior change that would affect, or in any way modify, the structural or supportative characteristics or integrity of the building or its services. However, such owner may at any time and from time to time, change the use and designation of any room or space within such unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit properly issued by the Town of Millbury, where required, and pursuant to plans and specifications which have been submitted to and approved by the Directors of the Association. Such approval shall not be unreasonably withheld or delayed.

9. RESTRICTIONS ON USE OF TOWNHOUSES

Each townhouse shall be occupied as a single-family residence and shall be used for no other purpose. Notwithstanding any provisions of this paragraph to the contrary, however, the Declarant, its successors and assigns, shall have the right to use any townhouse or common area or facility owned by them for models and for sales, construction, storage and administration.

The owner of any townhouse shall have the further right to lease said townhouse, provided that the entire townhouse is leased to a head of household for use by family members only. In the event of lack of compliance with this and other provisions of the Master Deed and the By-Laws of the Association, the Association shall have the right to institute eviction proceedings at the expense of the townhouse owner. Any lease or rental agreement shall be in writing and shall be subject to the requirements of this Master Deed, the By-Laws of the

Association, and the Association. No Townhouse may be leased or rented for less than thirty (30) days. There shall be no other restrictions relating to the term of any lease or rental agreement. A copy of such lease or rental agreement shall be provided promptly to the Association.

No part of the premises, including but not limited to the parking areas and driveways, shall be used for parking or storing of commerical vehicles, unregistered vehicles or any motorized recreational vehicle longer than 20 feet. Vehicular access to Grafton Street shall be only via the ways (hereinafter "the Ways") shown on the plan referred to in Paragraph 1(a). No road salts shall be used for snow or ice removal on the Ways or driveways.

Any automobile of any type that is inoperable and/or unregistered is prohibited from the premises of Paul Revere Village and may be removed at the owner's expense by the Association.

The yard areas, walkways, parking areas, driveways and appurtenances thereto, being part of the common areas, are subject to such limitations and conditions as shall be imposed by the Directors of the Association, and nothing (other than chairs, benches and tables in rear yards of such number, nature, and of such type as are actively used for residential purposes) shall be affixed to or stored in common areas, except with the approval of the Directors of the Association.

The use of a townhouse by all persons authorized to use the same shall be at all times subject to the provisions contained in this instrument and the By-Laws of the Association.

The Association also reserves the right and easement to enter into any townhouse from time to time, at reasonable hours except in case of emergency, for the purpose of reconstructing and repairing adjoining townhouses, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

The maintenance, repair and improvement of the exterior portions of the townhouses shall be performed by the Association, and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each townhouse owner in Paul Revere Village as any other common expense.

No nuisances shall be allowed in the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful enjoyment of the Condominium. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, Zoning By-Laws and regulations of all governmental

bodies having jurisdiction thereover shall be observed. No signs, plaques or communication of any description shall be placed on the exterior or in a window of any townhouse or any common area or facility by a townhouse owner or his agent.

10. TOWNHOUSE APPURTENANCES

Each unit shall have:

- (a) the exclusive right to use the yard area immediately to the rear of the Unit to a depth of 20 feet provided that no fence or other structure shall be installed and no landscaping performed without the prior written consent of the Directors of the Association;
- (b) the exclusive right to use the driveway immediately in front of the unit;
- (c) the right in common with other unit owners to use the steps, walkways, and Ways so as to afford ingress and egress to the respective townhouses;
- (d) the undivided percentage interest in common areas and facilities in accordance with Paragraph 6 above; and
- (e) membership in the Association which shall be in the same percentage as an individual townhouse owner's common area interest, which memberships are not assignable or severable from ownership of the townhouse.

All of the townhouses shall have appurtenant thereto, in common with each other, the right and easement to use the remaining yard area of the said premises, subject to and in accordance with restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed, the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under said By-Laws.

Any deed, mortgage or other instrument purporting to affect a townhouse shall be deemed and taken to include the appurtenant interests set forth above whether or not such interests are specifically included therein. No part of the appurtenant interests of any townhouse may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the townhouse to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all townhouses in the Condominium.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of Paul Revere Village comprise and consist of (a) the land [subject to the right of the Declarant to construct the Units constituting Phases II through XIV as hereinbefore described and thereafter to create by Amendments to this Master Deed Phases II through XIV together with the benefit of and subject to the rights and easements referred to in paragraph 1 hereof (as the same may be amended from time to time)] and the common areas and facilities shown on said plan of Paul Revere Village; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor and ceiling joists, including all wall studding necessary to provide the structural integrity of the exterior walls and roofs of the buildings, and the bearing common walls between the townhouses of the buildings; (c) all sewer, water and electric lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the townhouse, other townhouses or common areas and facilities but not including the lighting, heating, plumbing, fixtures and kitchen and bathroom cabinets located within the townhouse serving the same exclusively; (d) all such facilities contained within any townhouse which serve parts of the Condominium other than the townhouse within which such facilities are contained; (e) the yards (including the 20 foot rear yard referred to in paragraph 10(a) above), lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; and (f) the Ways and parking areas adjacent thereto. The Declarant reserves the right as to the common areas to grant the deed of conservation restrictions referred to in instrument recorded with said Registry in Book 8201, Page 209, to grant other easements, both exclusive and in common with others over, under and across such premises for the purpose of installing and maintaining decks, yard areas, stairs, walkways, driveways, parking areas, utilities and the Ways, and to acquire similar easements over land adjoining the common areas.

12. ENCROACHMENTS

If any townhouse now or hereafter encroaches upon any other townhouse or upon a portion of the common areas and facilities, or if any portion of the common areas and facilities now or hereafter encroaches upon any townhouse as a result of the settling or construction of a building, or a townhouse therein, or the alteration or repair of such building or townhouse, a valid easement of the encroachment and for the maintenance of the same, so long as the buildings stand, shall exist for the benefit of each townhouse or common area or facility, as the case may be.

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective townhouses in the common areas and facilities reflects the approximate relation that the fair value of each unit on the date hereof bears to the aggregate fair value of all units.

14. AMENDMENT OF MASTER DEED

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-six and two-thirds percent (66-2/3%) in interest of the townhouse owners and written consent of the holders of a majority of the first mortgages on mortgaged townhouses.

If any amendment involves a change in percentage interest, such vote shall be by one hundred percent (100%) in interest of the townhouse owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged townhouses. No amendment shall be effective until recorded with the Worcester District Registry of Deeds.

Notwithstanding any of the provisions herein, the Declarant reserves the right to construct on the premises the additional units referred to in Paragraph 6 and after such construction to amend this Master Deed creating Phases II through XIV as hereinbefore described, and each unit owner, his successors, assigns and mortgagees shall, by the acceptance of his unit deed under this Master Deed and Amendments thereto, be deemed to have irrevocably appointed the Declarant, as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the construction, mortgaging and conveyance of the townhouses contained in said Phases. The right of the Declarant to add phases by amendment to the Master Deed shall expire no later than seven (7) years from the date the Master Deed is Assessments for common area charges and expenses recorded. attributable to each Townhouse, and the right of each Townhouse to exercise its voting rights, shall commence upon recording of the Master Deed with respect to units in Phase I, and as to other units upon recording of the amendment to the Master Deed adding the Phase in which the Townhouse is a part, except that the Declarant shall not be assessed common area charges on any unsold unit unless it shall be rented in the meantime. All improvements intended for future phases shall be substantially completed prior to the addition of the phase. All future improvements shall be consistent with the initial improvements in terms of quality and contruction.

15. REMOVAL FROM CONDOMINIUM LAW

The townhouse 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 the same may be amended from time to time, provided that the written consent of the holders of at least 67% of first mortgages on mortgaged Townhouses shall have been obtained.

Upon such removal, the townhouse owners shall be deemed to own the Condominium property as tenants in common with their undivided interest therein in the same percentage of undivided interest as previously owned by each owner in the common areas and facilities.

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

16. RIGHTS AND RESPONSIBILITIES OF THE DECLARANT

Before control of the Condominium has been passed to the Association, the Declarant shall not directly or indirectly bind the Association to any professional management contract unless the contract includes a right of termination without cause that the Association may exercise at any time after the transfer of control without the payment of any penalty upon notice of not more than 90 days.

17. MORTGAGEE STATUS

A mortgagee acquiring title to a townhouse by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee, as well as a townhouse owner, until such time as the foreclosure deed or deed in lieu of foreclosure is filed with the Worcester District Registry of Deeds or until the expiration of three years from the date of entry for breach of the terms and conditions of its mortgage or the obligations secured by said mortgage, provided a certificate of entry as required by General Laws of Massachusetts, Chapter 244, Section 2, is recorded.

In addition, a mortgagee or other purchaser of a townhouse at a foreclosure sale of such townhouse shall be subject to, and shall be liable for, a lien for the payment of common charges assessed both prior to and subsequent to the foreclosure sale, excepting first mortgagees.

18. MISCELLANEOUS

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

The use of any gender in this Master Deed shall be deemed to refer to all other genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

validity, enforcement or affect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.

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

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 townhouse 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 and subject to such rights of amendment and termination as are herein set forth. In the event any action be instituted against a townhouse owner to enforce these restrictions, or to collect common or unit charges, the said townhouse owner shall be liable for the legal expenses incurred by the Association in addition to the court order enforcing said restriction or said payment of common or unit charges, which expenses shall be collected as any other common charge from said townhouse owner.

IN WITNESS WHEREOF, the said FORROW BUILDERS, INC. has caused these presents to be executed as a sealed instrument.

FORROW BULLDERS

hilip kawinksi, Thillp wawning, and Assistant Treasurer Vice President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

September 17, 1984

Then personally appeared the above named J. Philip Rawinski, Vice President and Assistant Treasurer, as aforesaid and acknowledged the foregoing to be the free act and deed of FORROW BUILDERS, INC., before me,

Paul R. O'Connell, Notary Public

My Commission Expires: 11/25/88

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