MASTER DEED
OF
LINCOLN WOODS CONDOMINIUM

This Master Deed of Lincoln Woods Condominium made this ___ day of _____, 2016.

WITNESSETH THAT:

North Shore Residential Development, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 215 Salem Street, Woburn, Middlesex County, Massachusetts, (hereinafter referred to as the "Declarant") being the sole owner of certain premises (hereinafter referred to as the "Premises") in the Town of Lexington, Middlesex County, Massachusetts as more fully described in Exhibit A which is attached hereto and made a part hereof, by duly executing and recording this Master Deed (which together with all amendments of record to be made thereto, is hereinafter called the "Master Deed"), does hereby submit the said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to the said premises, a condominium (hereinafter referred to as the "Condominium") to be governed by and to be subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. NAME OF CONDOMINIUM:

The condominium shall be known as: **LINCOLN WOODS CONDOMINIUM.** The Organization through which the Owners of Condominium Units (hereinafter called "Unit" or "Units") shall manage the condominium shall be known as **LINCOLN WOODS CONDOMINIUM TRUST** (hereinafter referred to as the "Trust" or the "Condominium Trust"), established by written Declaration of Trust (the "Declaration") of even date, to be recorded herewith. The Trustees thereunder are hereinafter referred to as the "Condominium Trustees". The Trust has enacted By-Laws and Rules and Regulations pertaining thereto, as provided in said Chapter 183A, Section 8. Said By-laws and said Rules and Regulations are recorded as part of the Trust.

2. DESCRIPTION OF LAND:

The premises which constitute the Condominium comprise the land situated in Lexington, Middlesex County, Massachusetts together with the building(s) (hereinafter sometimes called "Building(s)") and improvements thereon, as shown on the set of plans which include a Site Plan and Floor Plans collectively entitled **"LINCOLN WOODS CONDOMINIUM PLAN"** prepared for North Shore Construction & Development, Inc.", to be filed herewith, and more particularly described in Exhibit A attached hereto. Said land is subject to taxes assessed for the current year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements, and appurtenant rights of record so far as the same may now be in force and applicable.

3. DESCRIPTION OF BUILDING:

The location of the Buildings is as shown on the Site Plan. There is situated on the land six (6) buildings having a basement and two and one-half (2-1/2) stories above grade, containing twelve (12) units in total. The Buildings are primarily constructed of poured concrete foundation; wood framing; wood exterior, cedar clapboard siding, pitched roof of asphalt shingling; and windows and doors of wood and metal frame.

4. DESCRIPTION OF UNITS:

The designation of each Condominium Unit, a statement of its location, approximate areas, number of rooms, immediate accessible common areas and facilities, its proportionate interest in the common area until further amendment of the Master Deed, and other descriptive specifications thereof, are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Condominium Floor Plans to the filed herewith.

5. BOUNDARIES OF THE UNITS:

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

A) Floors: The plane of the lower surface of the concrete subflooring in the basement area;

B) Roofs: The plane of the lower surface of the roof sheathing;

C) Interior Building between Units and Exterior Building Walls: The plane of the interior surface of the wall studs facing such Unit and/or the plane of the interior surface of the concrete wall in the basement area and/or garage as the case may be;

D) Doors and Windows: The plane of the interior surface of doors, the interior surface of window glass, and the interior frame of the windows.

All utility lines and equipment, supply lines, heating, plumbing, electrical, bathroom, kitchen and other apparatus and equipment serving a single Unit (provided it is contained therein) shall be deemed a part of such Unit and all exterior lighting fixtures serving and controlled by a single Unit shall be deemed a part of such Unit. It is further provided nevertheless, that no structural components of the Buildings, and no pipes, wires, conduits, chutes, ducts, shafts or public utility lines situated within a Unit or Units forming part of any system serving one or more Units or the Common Area and Facilities shall be deemed to be a part of said Unit.

The owner of a Unit may not, at any time, make any changes or modifications to the exterior of said Unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its services, unless the same has been approved unanimously by the

Board of Trustees of the Condominium Trust as hereinafter described and in accordance with the terms of the By-Laws thereof. The owner of any Unit 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 compliance with all applicable rules, regulations ordinances, and laws of the Municipality, and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, the owners of any unit may, at any time, modify, remove, and install nonbearing walls lying wholly within such Unit and finish any portion of the Unit in any manner which is lawful and does not interfere with the structural integrity of the building. Any and all work with respect to installation of interior nonbearing walls shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications that have been submitted to the Board of Trustees of the Condominium Trust, and approved in accordance with the terms of the By-Laws thereof, which approval shall not be unreasonably withheld or delayed.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES:

A) THE AREAS: The common areas and facilities of the Condominium shall consist of:

1. The above described land with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record so far as the same may now be in force and applicable.

2. The yards, vestibules, porches, and other improved or unimproved areas not within the Units, subject nevertheless to any exclusive rights and easements to the Units as described within this Master Deed; all exterior railings, retaining walls, walls, steps, sill-cocks, lighting fixtures, plants, lawn and shrubbery.

3. All areas of the Buildings comprising the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include:

   a. The foundations, structural columns and elements, studs, supports, beams, girders, ground level concrete floor, roof, fire escapes, and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not a part of the Unit;

   b. All Building entrances, vestibules, stairways and driveways, visitor parking spaces and all improvements thereto, equipment and fixtures therein and other features and facilities thereon not within the Units, subject nevertheless to any specific rights and easements to the Units as described within this Master Deed;

   c. All conduits, pipes, plumbing, wiring, electric meters, rubbish closets and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and

all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Trustees of the Condominium Trust for the maintenance, repair, and replacement of the like;

d. All installations outside the Unit for services such as power, light, heat, gas, hot and cold water, waste pipes and waste disposal including all equipment appurtenant;

e. All sewer and drainage pipes;

f. All areas of the Building containing any central heating apparatus common to two or more units;

g. Installations of central services common to two or more units and all equipment attendant thereto, excluding equipment contained within and servicing a single Unit;

h. The utility meter room for the Condominium located in the basement of **Unit** _____ containing the electrical, water and any other common meters for the Condominium and common areas, and with access thereto by means of an exterior bulkhead door;

i. All recreational facilities and areas on the premises of the condominium, as shown of the Site Plan hereinbefore described;

j. All other items listed as such in Massachusetts General Laws, Chapter 183A, and located on the premises.

B. THE AREAS' USE AND PERCENTAGE INTEREST: The Owners of each Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use and shall own an undivided interest in the common areas and facilities in the percentage set forth in Exhibit B hereto for such Unit. The common areas and facilities shall be used, owned, and regulated in accordance with and subject to the provisions of the Condominium Trust, and its By- Laws, as they now exist or as they may from time to time be amended and subject also to the Rules and Regulations promulgated pursuant thereto and subject also to the assignment, if any, of storage areas or otherwise in certain common areas and facilities to a particular Unit Owner, and if so, payments which may be required therefor, if any be imposed by the Trustees thereof. The percentage of the undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in conveyance, mortgage or other instrument.

C. **ENCROACHMENTS:** If any portion of the Common Areas and Facilities 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 shall occur hereafter as a result of settling or shifting of the Building or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

7. PLANS:

Simultaneously with the filing hereof there has been filed a set of site plans and floor plans of the Building(s) and Units included in the Condominium, showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the Building(s), if any, and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, all as a part hereof.

8. PURPOSES FOR THE RESTRICTIONS ON USE OF UNITS:

A. **PURPOSES:** The Building, Units and Common Areas and Facilities therein are intended to be used solely for residential purposes. Not more than one unrelated person per bedroom, nor more than two occupants per bedroom, may occupy same without the written consent of the Condominium Trustees, provided however, that until all of said Units have been sold by the Declarant, the Declarant may lease Units which have not been sold and use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units, or as a sales office for marketing of Unit.

B. **RESTRICTIONS ON USE:** Unless otherwise permitted by instrument in writing duly executed under the Condominium Trust pursuant to the provisions of the Bylaws thereof, the following restrictions shall be observed:

1. A Unit shall not be used other than for residential purposes. This shall permit the leasing of the Unit for residential purposes, provided however that not more than three unrelated persons, nor more than two occupants per bedroom, may occupy same without the written consent of the Condominium Trustees, though nothing contained herein shall prohibit any Unit Owner from having temporary guests.

2. No Unit shall be used: a) for any purpose prohibited by any law, rule, regulation, or ordinance of any federal, state, or local governmental authority or by any order, judgment, or decree of any court, in any case, having jurisdiction over the Building or the Condominium; or, b) to keep any inflammable, combustible, or explosive fluid, material, chemical, or other similar substance therein, except such small quantities of household cleaning substances as are typically used in residences;

3. No unit owner or resident may have more than two (2) pets that utilize the exterior common area on a daily basis. An additional number of "interior" pets that do not utilize the exterior of the premises on a daily basis (i.e. interior cats, fish, birds, etc.) may be kept by a Unit Owner provided same do not create a nuisance or unreasonable disturbance to other Unit Owners or occupants of the Condominium. These rights are subject to: a) rules and regulations adopted by the Trustees; b) rules and regulations of the applicable municipality; and, c) the right of the Trustees to remove from the Unit or the Common Areas and Facilities upon three (3) days' written notice any pet causing or creating a nuisance or unreasonable disturbance or noise.

4. No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants or other Units or contrary to or inconsistent with the By-Laws of the Condominium Trust or of any rules or regulations from time to time adopted pursuant thereto.

5. No business activity of any nature shall be conducted in any Unit or in the Common Areas and Facilities, except (i) as provided in Article 9 and Article 8(A) of this Master Deed, and (ii) that a person residing in any Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients.

6. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the Rules and Regulations promulgated pursuant thereto or Chapter 183A and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

7. The exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no change, replacements, repairs, re-painting, re-staining, addition, structure, projection, decoration or other feature shall be erected, placed upon or attached to or removed from the exterior of any such Unit or the Building or any part thereof without the prior written unanimous consent of the Trustees nor shall any sign, plaque, or communication of any description be placed in the window of or on the exterior of any Unit or the Common Areas and Facilities, by a Unit Owner without the prior written unanimous consent of the Trustees.

   Every Unit Owner shall be entitled to a Certificate of Architectural Compliance in recordable form from the Trustees within ten (10) days of the receipt of a written request for the Certificate.

8. The right of a Unit Owner to decorate his or her Unit, including patios and exclusive use areas which are appurtenant to a Unit, is subject to the right of the

Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from the outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Building.

9. No nuisances shall be allowed on the Premises nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Premises by its residents.

10. No immoral, improper, offensive or unlawful use shall be made of the Premises, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

11. A Unit Owner shall not place or cause to be placed in or on any of the Common Areas and Facilities, any furniture, packages, or objects of any kind, except for the patio, deck or front porch of the unit to which exclusive use is granted. All exclusive use areas shall be kept in a neat, clean and orderly fashion with no debris, trash or other objectionable items kept which may be deemed a nuisance to other unit owners or neighbors to the development. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in or on any of the Common Areas and Facilities or on any areas in which exclusive use is given to the Unit Owners;

12. There shall be no parking on the premises except in the Parking Spaces shown as such on the Site Plan recorded herewith, and parking in said spaces shall be limited to those having rights to park in same.

13. No Unit shall be rented, let, leased or licensed for use or occupancy by others than the Unit Owner except for periods of six months or more. In order to provide for a predominantly owner-occupied Condominium, no Unit may be rented without first complying with the following requirements:

    a. Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;
    b. A copy of the rental agreement shall be provided to all Trustees prior to the occupancy under the lease;
    c. Said agreement contains a clause whereby the occupants agree to be bound by the terms and provisions of this Master Deed and the Declaration of Trust recorded herewith; and
    d. It shall be deemed during the period of occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the terms and provisions of this Master Deed or the Declaration of Trust recorded herewith; and further provided that

e. No Unit may be tenanted, rented, let, leased, or licensed for less than six (6) months, nor for transitory occupation.

14. All restrictions contained within the Declaration of Trust and By-Laws are hereby incorporated herein and made a part of this Master Deed by reference.

15. The use of these premises are subject to all conditions and restrictions contained within the Special Permit decision of the Town of Lexington Planning Board dated _____ and recorded with the Middlesex South Registry of Deeds on _____ in Book _____, Page __. Any modification to said conditions and restrictions shall require the approval of the Lexington Planning Board through an amendment of said Special Permit. The Condominium shall pay for, and perform, all obligations required of the Condominium under the Special Permit. The Condominium Trust shall provide to each Unit Owner and its successors and assigns a list of said conditions and restrictions. Among said conditions and restrictions placed upon the Condominium in the Special Permit, without intending any limitation thereof, are the following:

a. Condition No. 1: FIRE LANE: The Main Driveway and the cul-de-sac turn-around shall be known as Lincoln Woods Drive. Lincoln Woods Drive is considered a Fire Lane and vehicular parking on Lincoln Woods Drive, with the exception of the four Visitor Parking Spaces at the turn-around, is strictly prohibited. The Condominium shall maintain a strict policy prohibiting the parking of any vehicles on Lincoln Woods Drive and shall establish a system of monetary fines for any violations.

b. Condition No. 2: ONE WAY TRAFFIC: The cul-de-sac turn-around on Lincoln Woods Drive is deemed a One-Way traffic lane traveling in a counter-clockwise direction. Any traffic traveling in a clockwise direction on the cul-de-sac is strictly prohibited. The Condominium shall maintain a strict policy prohibiting the operation of vehicles in violation of this provision and shall establish a system of monetary fines for any such violations.

c. Condition No. 3: FENCING: The installation of any fencing between the Trail License Area on the City of Cambridge property and the Condominium property is generally prohibited. Should a safety or trespassing issue arise from the Trail area, the Condominium may be permitted to install an unobtrusive separation or fence between the Trail and the condominium property.

d. Condition No. 4: The Condominium shall maintain the common open space located on the Premises including maintenance of the roadway, paths, gazebo, landscaping and all open space areas established in accordance with the Special Permit decision approving this development.

e. ***Condition No. 5: The Condominium shall maintain a snow removal plan that requires all driveway, sidewalk, parking areas and private unit driveways to be cleared of snow whenever there is a snowfall of 1" of greater within a 24 hours period. The Plan shall require that all access areas be maintained free of ice and snow, that de-icing agents and sand be used to preserve a safe and unimpeded access by all emergency vehicles and personnel at all times.***

f. ***Condition No. 6: The Condominium shall be responsible for complying in full with all terms, provisions and requirements of the storm drain system maintenance program entitled: "Program For the Inspection and Maintenance of Proposed Stormwater Management System and General Maintenance Program for LINCOLN WOODS Condominium located at Lincoln Woods Lane, Lexington, Massachusetts" dated _____. Said Maintenance Program is attached to the Condominium Rules and Regulations and are hereby incorporated into this Declaration of Trust by reference. Neither this provision, nor the Maintenance Program itself, may be revised without the written consent of the Town of Lexington.***

9. RESERVATION OF RIGHTS AND EASEMENTS:

Notwithstanding anything contained in this Master Deed or Trust to the contrary, the Declarant hereof, hereby reserves to itself and its successors and assigns, for a period to commence immediately and which shall expire one year following the date of the Declarant's conveyance of the final Unit Deed of said Condominium, the following rights and easements:

A. The right to pass and re-pass over the Condominium Land (the terms "Condominium Land" is herein defined as that land which is shown as being includable within these premises on the Site Plan of this condominium which has been recorded herewith) and to take such other action as Declarant deems necessary or convenient in connection with the completion of construction of any and all improvements on, to or under said Condominium Land. Declarant's rights hereunder shall include, but not be limited to, the transportation, storage and handling of materials and equipment;

B. The right, without the consent of any Unit Owner or any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Registry an Amendment to the Master Deed in form and substance similar to this Master Deed with only such changes as are necessary or desirable: i) to exercise Declarant's rights as set forth in this Master Deed and, ii) satisfy the provisions of this Master Deed; provided that no such amendment shall affect the undivided interest, the appurtenant interests, the size, or the dimensions of any Unit which has been conveyed by the Declarant prior to such amendment.

C. The right to grant, without the consent of any Unit Owner or of any holder of a mortgage on a Unit, to the Unit Owners and occupants, their families and guests, the right to pass and re-pass over all roadways, walks and driveways on the Condominium Land as well as the right of access and use of all common areas of the condominium located upon the premises.

D. The right to use any Unit owned by Declarant as a model for display, for purposes of sale or leasing of Units, and to transact any other business on the Condominium Land to achieve the foregoing, including, without limitation, the use of the Condominium Land and common areas.

E. The right and power to record a special amendment to this Master Deed, Declaration of Trust, By-Laws and Rules and Regulations, at any time and from time to time, which amends these documents:

1. To comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Massachusetts Housing Association, the Veterans Administration, any other governmental agency or any other public, quasi-public or private entity which performs functions relating to the eligibility of mortgage financing of said Units;

2. ***To comply with the requirements of the Special Permit from the Town of Lexington, recorded in the Registry of Deeds on _____ in Book ____ Page __ as the same may be amended from time to time and to comply with any and all other permits, licenses and approvals issued by federal, state or local authorities in connection with the development of the Land and/or the Condominium, the construction thereon or the use thereof.;***

3. To induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;

4. To bring these condominium documents into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or

5. To correct clerical or typographical errors in these condominium documents.

F. The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the bylaws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

G. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a special amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be

automatically assigned by Declarant without further confirmation of Declarant by act or deed to the Trustees of the Condominium Trust at such time as the Declarant no longer holds or controls title to any Unit.

10. APPURTENANCES/MAINTENANCE:

Each Unit Owner shall have the right, as appurtenant to that Unit, to use in common with the Unit Owners of all other Units served thereby, all utility lines, roads, visitor spaces, recreational areas and other Common Elements located in any of the other Units or in the Common Areas and serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.

There shall be appurtenant to each Unit an exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Trust, the By-Laws and the Rules and Regulations, to use:

i) The rear and/or side patio or deck to which such Unit has direct access, as shown on the site plan of the Condominium ("Site Plan") as being for the exclusive use of that Unit;
ii) The porch and stairs immediately adjacent to the front door of such Unit, and the porch and stairs immediately adjacent to the rear door of such Unit, all as shown on the Site Plan;
iii) The exterior parking spaces assigned to that Unit and as shown on the Site Plan as being for the exclusive use of that Unit;
iv) The chimney serving such Unit, if any, exclusive of the outside enclosure of such chimney;
v) The air-conditioning and heating unit and all equipment appurtenant thereto serving such Unit and the concrete/fiberglass pad on which it rests;
vi) The sill-cock attached to each Unit; and
vii) The "exclusive use" yard area, as shown on the Site Plan, as being for the exclusive use of such Unit.

The Units Owners shall be entitled to place personal property, furniture, gas grills and other objects for their personal use upon their patio's and front porches listed as exclusive use areas in clauses i) and ii) above, provided the furniture, property or objects so situated do not create a safety hazard to any person or property, are reasonable and customary exterior objects for these locations, and are not objectionable or cause a nuisance to a majority of the other unit owners. Unit Owners shall be responsible for daily cleaning and maintenance of their front porches and patios.

The Unit Owners shall be entitled to install reasonable plantings within their "exclusive use yard areas" listed in clause vii) above. All personal planting by unit owners will be maintained by unit owners. Should any additional landscaping fees be incurred by the Condominium for the installation, maintenance or removal of any personal plantings, the unit owner responsible for this planting shall be assessed a charged equal to this additional landscaping fee as an additional penalty fee on their next monthly common fee payment. Any plantings which may be considered to be excessive, or any

plantings to be installed beyond the boundary restriction may only be done with the consent of a majority of the Board of Directors.

The Condominium Association, through the Trustees, shall maintain daily upkeep of the following areas:

a. All Common Areas and Facilities to which the exclusive use and easement has not been granted to the Unit Owners;

b. The "exclusive use" yard area as listed in the clause vii) above.

All costs and expenses associated with the maintenance of these areas shall be added to the Common Expenses of the Condominium:

The Condominium Association, through the Trustees, shall be responsible for long-term maintenance, repair and replacement of the following areas:

a. All Common Areas and Facilities to which the exclusive use and easement has not been granted to the Unit Owners;

b. The front/side porch, patios, parking areas, and the "exclusive use" yard area as listed in the clauses i), ii), iii) and vii).

c. The paths, landscaping and the recreational areas on the property.

All costs and expenses associated with the long term maintenance, repair and replacement of these areas shall be added to the Common Expenses of the Condominium.

The maintenance and the long-term repair and replacement of all the yard areas, fixtures, and appurtenant interests referred to in the preceding clauses i) - vii) which are within the exclusive use of the said Units and are not specifically mentioned in the preceding two paragraphs as the responsibility of the Condominium ,shall be performed by and at the sole and separate expense of the Unit Owner of such respective Unit.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Trustees may, in the exercise of their reasonable discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those appurtenant Common Areas and Facilities, which Unit Owners may be required in the future to maintain, repair and replace and the Trustees may reasonably regulate and control decorating and utilization of such appurtenant Common Areas and Facilities, areas and items.

In addition to and not in limitation of the rights of Units Owners as elsewhere herein set forth and provided in said Chapter 183A, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, in common with all other Units Owners and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities and the Condominium Land. These rights shall always be subject, however, to the rights of the Trustees:

i) to operate, inspect, protect, maintain, repair or replace all the Common Areas and Facilities, including those common areas which are within the exclusive use of any Units;

ii) To correct, terminate or remove all acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions of the

Master Deed, the Trust, the By-Laws or the Rules and Regulations, all as they may be amended; and

iii) For such other purposes as the Trustees, from time to time, deem necessary, appropriate or advisable.

The Trustees shall also have, and are hereby granted, the right to maintain, repair, replace, add to and alter the roads, driveways, paths, walks, utility and service lines and recreational facilities, lawns, trees, plants and other landscaping in the Common Areas and Facilities, and to make excavations for said purposes.

The foregoing Unit Owners' and Condominium Trust's respective obligations shall be exercised consistent with the conditions and restrictions set forth in the Town of Lexington Special Permit recorded in the Registry of Deeds on _____ in Book_____, Page ___ as the same may be amended from time to time.

11. UNITS SUBJECT TO MASTER DEED AND CONDOMINIUM TRUST:

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust and By-Laws, and any Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Premises. The acceptance of a deed or conveyance of a unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Trust and By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, 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 and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of these condominium documents shall be deemed a substantial violation of the duties of a Unit Owner.

12. AMENDMENTS:

This Master Deed may be amended by an instrument in writing (a) signed by owners of Units entitled to at least sixty-six and 67/100ths (66.67%) percent of the undivided interests in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Middlesex County Registry of Deeds; PROVIDED, HOWEVER, that:

(a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same recorded within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;

(c) No instrument or amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an amended Master Deed;

(d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage.

(e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect;

(f) No instrument of amendment which disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect; and

(g) No instrument of amendment which alters this Master Deed in any manner, which would render it contrary to or inconsistent with any requirements, conditions, restrictions or provisions of the Town of Lexington Special Permit recorded in the Registry of Deeds on _____ in Book _____, Page __ as the same may be amended from time to time, shall be of any force or effect.

13. FHLMC/FNMA COMPLIANCE:

To the extent required to qualify the units of the Condominium for unit mortgages under the prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provisions shall apply notwithstanding any other provisions of this Master Deed and are subject to any greater requirements imposed by Chapter 183A. Unless one hundred (100%) percent of the first mortgagees of Units have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters.

(a) Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless one hundred percent (100%) of the first mortgagees holding mortgages on the individual units as the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustee of the Condominium Trust by amendment to this Master Deed or otherwise shall:

1) by act or omission, seek to abandon or terminate the Condominium;

2) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard

insurance proceeds or condemnation awards or (b) determining the pro-rata share of ownership of each Unit in the common areas and facilities;

3) partition or subdivide any Unit;

4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

5) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee, unless otherwise provided for by statute.

(c) In no case shall any provisions of the Master Deed give a Unit Owner or any other party priority over any rights of first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities of the Condominium.

(d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof, except as may be set forth in this Master Deed.

(e) In the event any right of first refusal in case of sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

1) foreclose or take title to a unit pursuant to the remedies provided in the mortgage; or,

2) accept a deed in lieu of foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or,

3) sell or lease a unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (1) and (2).

(f) Upon written request to the Trustee of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first

mortgage (hereinafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely notice of:

1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, as applicable;

2) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer guarantor, which remains uncured for a period of sixty (60) days;

3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by said Condominium;

4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section;

(g) No agreement for professional management of the Condominium may exceed a term of three (3) years and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice, or as otherwise provided for by statute.

The Declarant intends that the provisions of this Article 13 comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

14. MANAGING ENTITY:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the **LINCOLN WOODS CONDOMINIUM TRUST,** a Massachusetts trust, a copy of the Declaration of Trust, including the By-Laws thereof, having been recorded herewith. Such Declaration of Trust establishes a Trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to his percentage of undivided interest in the Common Areas and Facilities to which such Unit Owner is entitled hereunder. The name and address of the original and present Trustee thereof is as follows:

RONALD A. LOPEZ, 215 Salem Street, Woburn Massachusetts 01801

Such Trustee has enacted the Declaration of Trust and By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

15. CONFLICTING PROVISIONS:

The Units and Common Areas and Facilities, and the Unit Owners, and the Trustees of the **LINCOLN WOODS CONDOMINIUM TRUST** shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts which may from time to time be amended and in all respects not specified in this Master Deed or in the Declaration of Trust and the By-Laws and Rules and Regulations thereof, shall be governed by the provisions of Chapter 183A of the General Laws of Massachusetts and their relation to each other and to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium, premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in the Master Deed or the Declaration of Trust conflict with the provisions of said Chapter 183A, as it may from time to time be amended, then the provisions of said statute shall control.

16. INVALIDITY:

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

17. 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.

18. CAPTION:

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 nor the intent of any provision hereof.

19. DEFINITIONS:

All terms and expressions herein used which are defined in Section 1 of Chapter 183A of the General Laws of Massachusetts shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, the said Ronald A. Lopez hereunto sets his hand and seal this ____ day of_____, 2016.

For: North Shore Residential Development, Inc.

_____

By: Ronald A. Lopez, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ___ day of _____, 2016, before me, the undersigned notary public, personally appeared Ronald A. Lopez, as President and Treasurer of North Shore Residential Development, Inc., a corporation, proved to me through satisfactory evidence of identification, which was in the form of a state issued drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____

Notary Public

My commission expires

LINCOLN WOODS CONDOMINIUM

EXHIBIT A - LEGAL DESCRIPTION OF LAND