

**MASTER DEED
OF THE
WHISPERING PINES ESTATES CONDOMINIUM**

WHISPERING PINES REAL ESTATE DEVELOPMENT LLC, a Massachusetts Limited Liability Company (the "**Declarant**"), having its principal office at 39 Lakeview Ave in Tyngsboro, Middlesex County, Massachusetts, said Declarant being the sole owner of the land in Tyngsboro, Middlesex County, Massachusetts, commonly known as 39 Lakeview Ave., as more fully described on **Exhibit A** attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit such land, together with all buildings and improvements thereon, and all easements and other rights appurtenant thereto (hereinafter called the "**Property**"), to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended (hereinafter sometimes called the "**Condominium Law**") and proposes to create and hereby creates a condominium of the Property to be governed by and subject to the provisions of the Condominium Law.

The name of the condominium shall be the "WHISPERING PINES ESTATES CONDOMINIUM" (the "**Condominium**").

1. CONDOMINIUM PHASING.

The Declarant plans to develop the Condominium as a phased condominium. If all phases are ultimately built and added to the Condominium, there will be sixteen (16) townhouse Units. Phase I will consist of one (1) Building containing four (4) townhouse Units, with all remaining phases to consist of no more than sixteen (16) townhouse Units. The Declarant is not obligated to add any future phase. Moreover, the Declarant may develop the Condominium in any number of subphases, and may change the number, size, height and configuration of any units in future phases; provided, however, that any such change(s) shall be made in accordance with the Comprehensive Permit, or any modification(s) thereof, as hereinafter described. Paragraph 19 hereof sets forth the Declarant's easements and rights to add Phases, Buildings and Units, and the procedure whereby the Declarant may unilaterally 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 Phases, Buildings or Units to the Condominium.

2. DESCRIPTION OF PROPERTY AND BUILDINGS.

2.1 DESCRIPTION OF PROPERTY. The premises which constitute the Condominium consists of the land described on **Exhibit A**, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Property" or

“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 five (5) years next after the date on which this Master Deed 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 (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, which shall be in addition to and not in lieu of any easements and rights contained or reserved to the Declarant in Section 13 hereof. 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 the purpose of: (a) satisfying the **Comprehensive Permit** described in **Section 21.3** hereto; (b) satisfying any variance, special permit or other requirements of the Town of Tyngsboro, should such variance, special permit or requirement exist; (c) installing cable television lines and utilities serving each Unit and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install cable television lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium buildings; (d) installing and maintaining the Pump House and related Easement given to the Dracut Water Supply District.

2.2 DESCRIPTION OF BUILDINGS. If all phases are ultimately built and added to the Condominium, there will be five (5) buildings (hereinafter, as constructed and phased into the Condominium, collectively referred to as the "**Buildings**") located on the Property which will contain the units (each of which, as constructed and phased into the Condominium, is hereinafter called a "**Unit**"), and there will be a total of sixteen (16) Units in the Condominium. Phase I will contain one (1) Building. The Buildings are shown on the floor plans and site plan referred to in **Section 6** below. The Buildings are described on **Exhibit B** which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The Buildings in Phase I each have three (3) stories (or floors) above the existing grade. The Buildings are wood frame, with wood joists and vinyl siding. The interior walls are drywall. The roofs are asphalt shingle.

3. DESCRIPTION OF UNITS.

The unit designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate Common Elements, as defined below, to which it has access (including Exclusive Use Common Elements, as defined below, appurtenant to certain Units) and its proportionate interest in the Common Elements are as set forth on **Exhibit C** attached hereto and made a part hereof, and as the same may be amended from time to time. The Units are further located and described on the Plans referred to in **Section 6** below and references on **Exhibit C** to Unit numbers, locations, floors and adjoining Common Elements are references to the same as shown on such Plans. The boundaries of the Units are as set forth on **Exhibit D** attached hereto and made a part hereof.

4. MANAGEMENT; BY-LAWS.

The Trust through which the owners of the Units (individually, each a "**Unit Owner**" and together, the "**Unit Owners**") will manage and regulate the Condominium established hereby is the "WHISPERING PINES ESTATES CONDOMINIUM TRUST" (the "**Trust**") created under a Declaration of Trust dated the same date as this Master Deed and recorded herewith (the "**Declaration of Trust**"), which Declaration of Trust includes the By-Laws for the Condominium required pursuant to the Condominium Law (the "**By-Laws**"). The name and address of the original trustee of the Trust (together with its successors in trust, the "**Trustees**") who shall carry out the Trust is as follows:

WHISPERING PINES REAL ESTATE DEVELOPMENT LLC
PO Box 468
Tyngsboro, MA 01879
Attn: Peter Cricones

Pursuant to Chapter 325 of the Acts of The Commonwealth of Massachusetts of 1987, the address of the Trust is 39 Lakeview Ave, Tyngsboro, Massachusetts.

5. DESCRIPTION OF THE COMMON ELEMENTS, GENERAL COMMON ELEMENTS AND EXCLUSIVE USE COMMON ELEMENTS.

5.1. The term "**Common Elements**" shall mean the General Common Elements together with the Exclusive Use Common Elements.

5.2. The "**General Common Elements**" shall be comprised of common areas and facilities of the Condominium and shall consist of the entire Property (including all parts of the Buildings and improvements thereon other than the Units and those items designated as specifically excluded from the Common Elements herein or elsewhere in this Master Deed) including, in all events, the following:

- (a) The land described on **Exhibit A**, subject to and with the benefit of any easements, restrictions, agreements and other encumbrances of record affecting the same (whether or not referred to on said **Exhibit A**), insofar as the same may be in force and applicable;
- (b) Any and all footings, foundations, columns, girders, beams, joists, studs, supports, and exterior walls, interior of common walls, roofs, mechanical and maintenance rooms (other than those devoted to the service of a single Unit), common trash areas, and utility rooms, if any (other than those devoted to the service of a single Unit).
- (c) All installations, facilities and equipment other than those servicing a single Unit for services such as power, light, oil/gas, hot/cold water, HVAC, sewer system, cable and telephone;
- (d) All pipes, and all conduits, wires, ducts, flues, shafts, plumbing, cables, utility lines, telephone lines or other facilities located outside of any Unit

or within any Unit if such facilities serve other parts of the Condominium other than such Unit, together with an easement of access thereto for maintenance, repair and replacement, subject to the rights of Unit owners otherwise set forth herein;

- (e) All common equipment wherever located in, on or around the Buildings together with all other apparatus and installations in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings, including but not limited to any fire hydrants;
- (f) All parking areas on the Property other than those parking spaces which constitute Exclusive Use Common Elements;
- (g) All storage rooms and storage areas, if any, outside of the Units other than those which constitute Exclusive Use Common Elements;
- (h) The yards, lawns, gardens, roads, walkways, sidewalks, centralized mail delivery area(s), common dumpsters(s) if any, in the areas as noted on the Site Plan, and improvements to the exterior of the Buildings including without limitation walls, steps, railings, light fixtures, planters, open spaces, storm water management facility, including detention basins, the wastewater disposal system (if any), sewer pumps and the designated snow storage areas. (However, the steps, railings, light fixtures and planters servicing an individual Unit Deck where that Deck is an Exclusive Use Common Element as defined in **Section 5.3** of this Master Deed shall be deemed an Exclusive Use Common Element);
- (i) The storm water management facility, including but not limited to detention pond, drain pipes, drainage ditches, access roads, and fencing;
- (j) All other items listed as such in the Condominium Law and located on the Property; and
- (k) Generally, with respect to the Buildings, all areas and portions thereof which are not within Units as defined above, it being understood, however, that all components of all HVAC machinery, equipment and apparatus servicing a single Unit, whether located within or without a Unit, shall be excluded from the General Common Elements.

Pursuant to the provisions hereof, of the Declaration of Trust and of the By-Laws, the Trustees reserve the exclusive right and obligation to maintain, repair, separate and replace the General Common Elements, with all costs and expenses incurred thereby (including, without limitation, utility and cleaning costs) shall be borne and paid for by the Unit Owners as Common Expenses, as defined in the Declaration of Trust, based upon the Unit Owners respective Beneficial Interests.

Pursuant to the provisions hereof, and those requirements as outlined in the "**Comprehensive Permit**" as referenced in **Section 21.3** of this Master Deed, no additional structures which were not depicted on the Site Plans as approved by the Zoning Board of Appeals shall be added to the Condominium. This restriction prohibits the addition of any and all accessory buildings, additions, decks other than those decks shown on the Site Plans, swimming pools, sheds, car ports, portable buildings, swing sets, tennis courts, and other similar improvements without modification of the Comprehensive Permit.

5.3 The "**Exclusive Use Common Elements**" shall be comprised of the following:

- (a) **Parking Spaces.** Each Unit will be conveyed with an easement to use the exterior parking space(s) located directly in front of that Unit's garage as specified on the site plan and the easement to use such parking space(s) shall not be conveyed or leased to any party other than to the party owning the respective Unit (hereinafter the "Driveway Parking Space(s)"). Said Driveway Parking Space(s), and any "common" or visitor parking spaces shall only be used for the parking of vehicles such as automobiles, recreational vehicles, special utility vehicles, motorcycles, pickup-type trucks, delivery trucks, and other trucks and vehicles in connection with construction at the Buildings and shall not be used for any other purpose, including, without limitation the parking of boats, trailers, unregistered vehicles or inoperable vehicles or for storage, generally. The Unit Driveway Parking Space(s) shall be part of that Unit and shall be maintained and repaired by the Unit Owner.
- (b) **Unit Entrances.** Each Unit shall have an exclusive easement to access such Unit through the entry and egress doors and landings where and as specified on the site plan. Entry and egress doors servicing a single Unit shall be part of that Unit and shall be maintained and repaired by the Unit Owner. To the extent that a doorframe at a Unit entrance needs to be replaced or repaired, they shall be maintained and repaired by the Trustees with the costs of such maintenance and repair to be borne and paid for by the Unit Owners as a Common Expense based upon the Unit Owners' respective Beneficial Interests.
- (c) **Deck Rights.** Each Unit shall have an easement appurtenant for the exclusive use of the deck in the area immediately adjoining such Unit as shown on the site plan, together with any related railings, furniture, fixtures (including lighting fixtures) and any and all other improvements to the same (each a "Deck"). The dimensions of each such Deck shall not be modified, enlarged or expanded in any way. Each Deck shall be maintained and replaced by the respective Unit Owner at such Unit Owner's sole cost and expense. The maintenance and repair of any such Deck shall be subject to the terms of **Section 5.4** below, provided, further that such maintenance, repair and improvements shall be consistent in character, design and appearance with the other decks and the Buildings, generally, to which end no Unit Owner shall make any improvements to the Deck appurtenant to his/her/its Unit without the prior consent and approval of the Trustees, such consent and

approval not to be unreasonably withheld or delayed. Decks shall not be enclosed. Decks shall not be used as rooms. The Condominium Trust may permit cooking on Decks only if permitted by the Town of Tyngsboro.

All such easements appurtenant for the exclusive use of each Unit covering the areas described in sections (a), (b) and (c) above shall be for the benefit of and shall be maintained by such Unit Owner pursuant to **Section 5.2** of the Declaration of Trust.

If, in the Trustees' judgment, a Unit Owner fails to reasonably maintain an Exclusive Use Common Element as described in the above sections (a), (b) or (c), the Trustees shall have the right, but not the obligation, to perform such repairs or maintenance pursuant to **Section 5.2** hereof, and **Section 5.2** of the Declaration of Trust, charging the Unit Owner for all expenses so incurred. Notwithstanding the foregoing, no Unit Owner shall be personally or individually responsible for any maintenance or repair of any Common Elements other than the Exclusive Use Common Elements assigned to each Unit. Any construction or other work performed by a Unit Owner within an Exclusive Use Common Element shall be subject in all cases to compliance in full with any and all applicable federal, state and local laws, statutes, ordinances, Rules and Regulations and all restrictive covenants, including this Master Deed and the By-Laws of this Condominium and any Rules and Regulations as may be promulgated thereunder (together, the "**Legal Requirements**").

5.4 Provisions Related to the Maintenance, Repair and Replacement of Decks. Any Unit Owner with the appurtenant right to a Deck as provided in **Section 5.3** above shall comply with the provisions of this **Section 5.4**, when conducting any maintenance or repairs to said Deck. Prior to commencing maintenance, repairs or replacement of a Deck, the applicable Unit Owner shall provide the Trustees and the Unit Owners with a description of the maintenance, repairs or replacement desired, for their approval. Said description shall consist of written notice of the Unit Owner's intention, and shall include, without limitation, (a) a complete description of repairs or maintenance to be made. (There shall be no significant alterations to style or color); (b) in instances of major re-construction or replacement, the copy of the design plans for the Deck prepared by a qualified architect or other design professional; (c) copies of the building permit and any and all other permits required for the re-construction or replacement of the Deck; and (d) a copy of the certificate of insurance of the proposed contractor for the re-construction or replacement of the Deck evidencing the maintenance of adequate levels of liability, hazard and workmen's compensation coverage. The Trustees and Unit Owners shall have a period of fifteen (15) days from the date of submission of the notice of intention and supporting materials to accept or reject such proposal (in such parties' reasonable discretion) with approval being deemed to have been given if no notice of rejection is given by the last day of such fifteen (15) day period. Upon approval (whether actual or deemed) of a proposal for the maintenance, repair or replacement of a Deck, the Unit Owner shall perform said work to completion in a timely manner with such Unit Owner being solely responsible for the payment of all costs and expenses in connection with the same. Such maintenance, repair or replacement work shall not occur other than between

the hours of 7:00 a.m. to 6:00 p.m. on Monday through Saturday and shall be completed in a manner so as to not materially interfere with the quiet use and enjoyment of the other Units. In addition, such maintenance, repair or replacement work shall be completed in compliance with any and all applicable Federal, state or local laws and regulations, including, without limitation, any and all rules promulgated by any historical or architectural commission as well as the zoning ordinance of the Town of Tyngsboro . Upon completion of the maintenance, repair or replacement of the Deck, the Unit Owner shall be responsible for having any portion of the Condominium affected by such work to be restored to the condition it was in prior to such work, ordinary wear and tear excepted, with any and all equipment, materials and debris being removed from the Condominium property.

6. FLOOR PLANS AND SITE PLAN.

A set of the floor plans of the Buildings is recorded herewith, showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations and bearing the verified statement of either a registered architect or a registered land surveyor certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built. A site plan of the Property is also recorded herewith showing the boundaries of the land comprising the Condominium and the location of the Buildings and certain of the Common Elements (including Exclusive Use Common Elements). Such floor plans and site plans, together with all amendments, restatements and modifications thereto, are hereinafter referred to together as the "**Plans**" and are incorporated herein by this reference and made a part hereof. The Plans shall be amended as Phases are added to the Condominium.

7. USE OF THE UNITS.

In addition to the restrictions on use as outlined below in **Section 8**, the Buildings are intended to be used solely for residential purposes together with any accessory uses customary with and/or incidental to the foregoing as are permitted by the Town of Tyngsboro Zoning By-Law and by the **Comprehensive Permit** as set forth in **Section 21.3**.

8. RESTRICTIONS ON USE.

The restrictions on the use of the Buildings and the Units are as follows:

8.1 No Unit or appurtenance thereto shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the By-Laws set forth therein.

8.2 Any Unit Owner may at any time and from time to time modify, remove and install non-bearing walls (which are not part of the Common Elements) lying wholly within any Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done

expeditiously, in a good and workmanlike manner, and pursuant to all applicable Legal Requirements, including, without limitation, any building permit(s) duly issued therefor (if required by law) as well as any and all rules promulgated by any historical or architectural commission. The Unit Owner shall also comply with notice provisions contained in **Section 5.5** of the **Declaration of Trust** concerning notification for insurance. Should the Unit Owner make any renovation to the interior of a Unit which would require the drafting of a revised Unit Plan pursuant to Section 9 of the Condominium Law of the Condominium Law, then the Unit Owner shall be responsible for any and all costs associated with the draft of such Plan as well as the recording of such Plan. Should the Unit Owner fail to fulfill such obligations, the Trustees of the Condominium shall have the right, but not an obligation to have such plans drafted and/or recorded and assess the Unit Owner with any and all costs associated therewith, including legal costs and fees.

8.3 In order to preserve the architectural integrity of the Buildings, no Unit Owner shall erect or place upon or attach to the exterior of any Unit or any part thereof or the exterior of the Buildings any awnings, signs or banners. Further, Unit Owners may only add antennae, satellite dishes, or other similar devices if the same is in compliance with all applicable Legal Requirements, including without limitation any and all rules promulgated by any historical or architectural commission. In addition to compliance with any such Legal Requirements, any antennae, satellite dishes, or other similar devices shall be installed at the rear of the Unit, and the Unit Owner shall make best efforts to minimize the visual impact of any such device.

The only exception for the restriction as to signage is for the placement of one (1) "For Sale" sign on the lawn area directly in front of an individual Unit while that Unit is being marketed for sale. Such signs shall be removed immediately once the Unit has been sold or is no longer being actively marketed.

8.4 All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units and in compliance with all applicable Legal Requirements. No Unit Owner shall deprive another of his/her/its right to quiet enjoyment.

8.5 Each Unit Owner shall be responsible for all maintenance and repairs of the existing windows and doors to each Unit and may at any time replace or modify the existing windows or screens or storm windows, doors or storm doors thereof, at such Unit Owner's cost provided that any and all such work shall be done expeditiously, in a good and workmanlike manner, and pursuant to all applicable Legal Requirements, including, without limitation, any building permit(s) duly issued therefor (if required by law) as well as any and all rules promulgated by any historical or architectural commission. Replacement windows and doors shall be aesthetically consistent with the other Units at the Condominium. Replacement windows and doors that are substantially similar to those being replaced shall not require any review or approval prior to installation. However, if the replacement window or door changes the nature, style or color of such window or door, the Unit Owner shall submit the proposed change to the Trustees and the Unit

Owners for their approval.* The Trustees and Unit Owners shall have a period of fifteen (15) days from the date of submission of the notice of intention to change the nature, style or color of such door or window and supporting materials to accept or reject such proposal (in such parties' reasonable discretion) with approval being deemed to have been given if no notice of rejection is given by the last day of such fifteen (15) day period. Upon approval (whether actual or deemed) the Unit Owner shall perform said work to completion in a timely manner with such Unit Owner being solely responsible for the payment of all costs and expenses in connection with the same. Such work shall not occur other than between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday and/or between the hours of 8:00 a.m. and 6:00 p.m., on Saturday, and shall be completed in a manner so as to not materially interfere with the quiet use and enjoyment of the other Units. In addition, such work shall be completed in compliance with any and all applicable Federal, state or local laws and regulations, including, without limitation, any and all rules promulgated by any historical or architectural commission as well as the zoning ordinance of the Town of Tyngsboro . Upon completion of the work the Unit Owner shall be responsible for having any and all equipment, materials and debris removed from the Condominium property.

* In the event of the need for the emergency replacement of a window or door, on a temporary basis, the Unit Owner shall have the right to make such temporary replacement without review. If the emergency replacement item changes the nature, style or color of the window or door, then the Unit Owner shall submit the change to the Trustees and the Unit Owners after the replacement has occurred. If the change as it has already occurred is not accepted by the Trustees or the Unit Owners, then the individual Unit Owner must restore the window or door to its prior condition within 15 days of receiving notice of rejection.

8.6 No nuisances or noxious or hazardous conditions shall be allowed to exist on the Property nor shall any use or practice be allowed which is a source of annoyance or hazard to the Units Owners or which interferes with the peaceful possession or proper use of the Property by the Unit Owners. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed. Violations of applicable laws relating to any Unit shall be eliminated by and at the sole expense of the Unit Owner and those relating to all Common Elements shall be eliminated by the Trustees. If a Unit Owner fails to correct such a violation in a timely manner, then the Trustees shall have the right, but not the obligation, to eliminate such violation in a Unit or an Exclusive Use Common Element and the Unit Owner shall be liable for the complete reimbursement of the Trustees' costs and expenses with regard thereto.

8.7 Certain Units are subject to a restriction on resale (the "Affordability Restriction") as affordable units (the "Affordable Units"), as described in the Comprehensive Permit referenced in Section 21.3. In accordance with the Comprehensive Permit, the Affordability Restriction shall remain in perpetuity, may not be waived by the Unit

Owners and shall be referenced with specificity in each Unit Deed conveying an Affordable Unit.

8.8 The Condominium is a condominium community and not a rental apartment project. The Unit Owner(s) desire to maintain the Condominium as a principally owner-occupied residential community. At no time shall the owner occupancy rate fall below 70%. 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. Any lease, rental or use and occupancy agreement for any Unit (other than a lease or rental by the Declarant) shall be in writing and must state in its terms that it shall be subject to this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, as such documents presently exist or may hereafter be amended. In no event shall the initial term of any lease, rental agreement or use and occupancy agreement for any Unit be less than six (6) months in duration, with any subsequent extensions thereof being no less than thirty (30) days in duration, and a copy of said agreement shall be provided to the Condominium's Board of Trustees. Such agreement shall apply to the entire Unit and not a portion thereof, and the occupancy of the Unit shall be for not more than three (3) unrelated people.

Each Unit Owner shall be personally responsible and liable for the actions of his lessees, tenants, licensees or other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessees, tenants, licensees or other occupant to immediately vacate the Unit should such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and/or the rights of quiet enjoyment of the other Unit Owners or their lessees, tenants, licensees or other occupants as to the individual Unit(s) or the Common Areas and Facilities. Therefore, each lease, rental agreement or use and occupancy agreement for any Unit entered into by a Unit Owner shall, by virtue of this subparagraph be subject to immediate termination in the event the Trustees shall for the aforesaid reasons request that the lessees, tenants, licensees or other occupant, or other occupant claiming by, through or under such person, vacate the Unit.

With respect to any Affordable Unit, the entering into of a lease, rental or use and occupancy agreement must be performed in compliance with the terms and conditions stated above as well as those established in the Regulatory Agreement, as described in Section 21.3, and the Deed Rider for such Affordable Unit, and at the expiration of its rental term shall not be leased or re-leased without the approval of the Zoning Board of Appeals.

The restrictions of this subparagraph shall not apply to an institutional first mortgage lender in possession of a Unit following a default by the applicable Unit Owner under his/her mortgage or holding title to a Unit by virtue of a foreclosure of such mortgage or acceptance of a deed in lieu of foreclosure of such mortgage.

8.9 No pets are allowed without the PRIOR WRITTEN CONSENT OF THE TRUSTEES. Each unit may have one (1) dog OR one (1) indoor cat per unit. All pets in the Condominium must comply with all provisions of the Master Deed of the Condominium. If any pet creates noise, is allowed to be outdoors except on a leash, or in any way creates a disturbance or unpleasantness, the Board will be forced to remove the pet from the Condominium. No pet shall be tied or leashed anywhere on the Whispering Pines Estates property, nor shall any pet be allowed to relieve itself on any of said property. Each owner shall hold the Board harmless against loss or liability for any actions of his pet within the Whispering Pines Estates Condominium. No pet shall be tied to any Common Areas or Limited Common Areas.

Domestic animals shall be allowed to reside in a Unit only on a limited basis. Unit Owners may have one (1) dog or one (1) indoor cat per Unit. Said cat or dog must be of a breed or combination of breeds that by its nature is not an aggressive animal. Said domestic animal must be maintained in a manner so that it does not violate any other Unit Owner's right to quiet enjoyment, including but not limited to those rights as established in the above **Sections 8.4** and **8.6**. If a Unit Owner is notified by the Trustees that their domestic animal is in violation of these restrictions, and the Unit Owner does not cure the violation within three (3) business days, then the Trustees may, at their option, order the Unit Owner to remove said domestic animal. Failure to promptly remove a domestic animal consistent with such an order may result in a per-day fine of the Unit Owners by the Trustees consistent with **Section 5.1.18** as established in the Declaration of Trust of this Condominium.

8.10 Each Unit Owner shall be responsible for all maintenance and repairs of the existing Environmental One Grinder Pump (model #WH 231-92) contained below grade directly in front of each Unit and may at any time replace or modify if need be, at such Unit Owner's cost provided that any and all such work shall be done expeditiously, in a good and workmanlike manner, and pursuant to all applicable Legal Requirements, including, without limitation, any building permit(s) duly issued therefore (if required by law) as well as any and all rules promulgated by any historical or architectural commission.

8.11 The limitations on use and restrictions set forth in **Sections 7, 8** and **21** hereof shall be for the benefit of the Unit Owners, and shall, insofar as permitted by law, be perpetual. The Trustees, as the persons in charge of the Common Elements, shall be the sole enforcers of such limitations and restrictions; and to that end, such limitations on use and restrictions may be extended by such Trustees at such time or times and in such manner as permitted or required for the continued enforceability thereof.

8.12 The obligation(s) for payment of all applicable fees and charges for the on-going maintenance and repair of the Water Distribution System as set forth in the Agreement for the Connection of Whispering Pines Estates Condominium to the Dracut Water District Public Water System dated January 22, 2008 between the Declarant, record owner of all Units and the Dracut Water Supply District shall be the responsibility of the Unit Owners and through the Trustees of the Whispering Pines Estate Condominium Trust. The obligation of Unit Owners shall include the payment of all fees assessed by the

Dracut Water District for water consumption based upon each unit's water meter reading.”

9. INTEREST IN COMMON ELEMENTS.

The owners of the Units shall be entitled to an undivided interest in the Common Elements in the percentages specified for each Unit on **Exhibit C** (the “**Beneficial Interests**”). Such percentages have been calculated to reflect the approximate relation that the fair value of each Unit on the date hereof bears to the present aggregate fair value of all the Units. The Common Elements shall be subject to the provisions of the Declaration of Trust and the By-Laws set forth therein and the Rules and Regulations for the use and maintenance thereof adopted by the Trustees under the By-Laws. Any and all exclusive rights and easements of use appurtenant to a Unit shall be conveyed only with the Unit to which the rights are appurtenant and shall not be severable from such Unit.

10. FOREVER PRIVATE AREAS

The following aspects of the Condominium Community shall be and shall remain forever private, and the Town of Tyngsboro shall not have, now or ever, any legal responsibility for operation, maintenance, repair or replacement of same, which solely shall be the obligations of the Trust:

- a. All roadways and parking areas
- b. Storm water management facilities, including detention basins
- c. Snow plowing
- d. Landscaping
- e. Trash removal
- f. Street lighting
- g. Building repair and maintenance
- h. On-site water mains and water services
- i. Sewer Ejector Pumps, sewer lines, sewer manholes and all appurtenants
- j. Water Distribution System
- k. Bird Houses

11. STORMWATER MANAGEMENT SYSTEMS

The Stormwater Management System is designed to detain the runoff in deep sump hooded catch basins, allowing sediments gases and oils to be separated from the water. The flows are piped to one of two E.F. Shea New England Concrete Products Inc., Sediment and Oil Separator for further separation of solids, oils and gases prior to outflowing into an infiltration system (system by station 25 or into the detention pond. Roof drains are all connected to an underground infiltration bed. Records of maintenance are to be kept outlining compliance with provisions herein. Service contractors shall provide the owner with receipts showing a clear description of each site visit and any remedial action taken. Records are to be kept for the seven years prior. Contractor shall forward all records to the condominium association upon completion

The Guidelines prepared by a registered professional engineer for the operation and maintenance of the stormwater management system are set forth in the Notice of Intent Comprehensive Permit plans dated December 12, 2006, and are incorporated herein by reference. They are as follows:

- 11.1 Stormwater management system owner:
Whispering Pines Estates, Whispering Pines Estates Condominium Association.
- 11.2 The party or parties responsible for operation and maintenance:
Whispering Pines Estates, Whispering Pines Estates Condominium Association.
- 11.3 Street Sweeping:
Street sweeping efforts shall be semi-annually once during the later spring, immediately following winter snowmelt, when road sand and other accumulated sediment, and once in early fall seasons. All sweepings shall be disposed of in compliance with DEP/BWP Policy #94-092. Sweep-ins contaminated by spills shall be collected and kept segregated for disposal per state and federal standards.
- 11.4 Deep Sump Hooded Catch Basins:
 - a. Sumps should be cleaned a minimum of four (4) times per year and inspected on a monthly basis.
 - b. All sediments and hydrocarbons should be properly handled and disposed, in accordance with local, state and federal guidelines and regulations.
- 11.5 Infiltration Basin:
 - a. The infiltration basin shall be cleaned four (4) times per year and inspected monthly.
 - b. Pretreatment BMP's shall be inspected and the accumulated sediment removed twice a year.
 - c. The grass in the basin, on the sideslopes, and in the buffer areas shall be mowed and grass clippings organic matter, and accumulated trash and debris removed twice during the growing season.
 - d. Eroded or barren spots shall be reseeded immediately after inspection to prevent additional erosion and accumulation of sediment.
 - e. Deep tilling can be used to break up a clogged surface area. Any tilled areas shall be revegetated immediately.

f. Sediment shall be removed from the basin as necessary. Removal procedures should not take place until the floor of the basin is thoroughly dry.

12. BIRD HOUSES

The Whispering Pines Estates Condominium Association shall be responsible for all maintenance and repairs of the existing bird houses and may at any time repair or replace the bird houses, at the Association's cost provided that any and all such work shall be done expeditiously, in a good and workmanlike manner, and pursuant to all applicable Legal Requirements, including, without limitation, any building permit(s) duly issued therefor (if required by law) as well as any and all rules promulgated by any historical or environmental commission.

13. ROAD AND SIDEWALK MAINTENENCE AND REPAIR

General

Pavement will suffer through normal wear and tear. The summer sun will deteriorate worn pavement and the winter will create cracks and potholes by the winter freeze thaw cycles. Regular sealing of cracks to prevent water from penetrating to the underlayment, and sealcoating on a three to five year cycle will decrease the deterioration of the pavement.

Inspections

The Association will have all roadways, driveways and sidewalks inspected annually. All storm drain gratings shall be flush with pavement surfaces. If the grating pattern is longer in one direction, that should be set perpendicular to traffic, to avoid catching bicycle wheels.

Crack Sealing

Cracks in pavement will first be cleaned with pressurized air, and then sealed using hot applied rubberized joint sealant.

Major Damage

Pavement damage shall have repairs made by cut and patch paving methods. The damaged area is cut square beyond the damage, ripped out, regarded, and repaved with basecoat binder and bituminous asphalt topcoat. Edges of the patched pavement are emulsified to bond the new asphalt to the old.

Seal Coating

Seal Coating is a thin asphaltic treatment used to protect pavement surfaces from UV radiation and oxidation. Seal coat may contain asphaltic or coal tar emulsion, fillers, sand, polymer latex, fibers and pigments. It depends on the application. Seal coats are mostly for protecting a surface from aging. They are a thin layer and work well as void fillers.

Snow Plowing

Winter Snow Plowing: Before the start of each winter season, curb lines and planting beds shall be staked out with wooden stakes to demarcate edges. Snow storage will be through open areas adjacent to parking and walks. During extreme snowfall portions of common areas may be used. Spring clean up will typically include repair of any turf damage related to plowing operations.

Winter De-Icing Plan: No salt (NaCL) or chemical de-icers shall be used on parking areas, walkways, or driveways within 100 linear feet of the wetland or where run-off is collected and discharged into the wetland. In such areas, sand and organic products shall be utilized for deicing on an as-needed basis to control ice build-up.

No stockpiles of de-icing agents or sand shall be stored on site.

14. STREET LIGHTS

The Trust shall provide for the timely replacement of lamps in the streetlights and continual maintenance and repair of the lamps, fixture, poles and wiring system as needed to maintain the system in good working order. Individual walkway lights and house-mounted lights will be the responsibility of the unit owner. The Trust should keep an on-site supply of replacement parts for street lamps to ensure timely maintenance and/or replacement of damaged or broken fixtures, lamps, poles, etc.

15. TREE MANAGEMENT

The Trust will provide the following tree management activities:

1. Existing trees will be checked for damage or injury. Any trees that show signs of either, will be removed or pruned to remove dead or broken portions.
2. Mulching shall be done once in the spring. The mulch shall be kept 2 to 3 inches away from tree trunks.
3. Watering will take place at least once a week to ensure growth for newly planted trees.
4. Fertilization will take place in early spring and fall.
5. Pest and disease control as well as soil additives will be used only when needed.
6. Root crown excavation will be required when excessive soil or mulch has been placed over the base of the tree.
7. Trees that are known to be susceptible to pest and disease will be avoided.
8. Replacement trees: The association shall replace dead or missing trees within the common areas (not including wetlands and buffer areas) with similar or same species. These new trees shall be 1- ½' to 2' in caliper.

16. ENCROACHMENTS.

If any portion of the Common Elements encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings, (b) alterations or repairs of the Common Elements permitted hereunder, (c) as a result of repair or restoration of the Buildings or of a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid

easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings shall stand.

17. EASEMENTS.

17.1 **Unit Easements.** Each Unit Owner shall have an easement in common with the Unit Owners of all other Units to install, use, repair and replace all the pipes, conduits, wires, ducts, flues, shafts, plumbing, cables, utility lines and other common facilities and areas located in any of the other Units and serving such Unit Owner's Unit (including the mechanical, electrical or HVAC systems servicing such Unit), provided that the same is undertaken with a minimum of disruption to the use and enjoyment of the other Unit Owners and any of their tenants and occupants, if applicable. Each Unit shall be subject to an easement in favor of the all other Unit Owners to install, use, repair and replace the pipes, conduits, wires, ducts, flues, shafts, plumbing, cables, utility lines and other common facilities and areas serving such other Units and located in such Unit (including the mechanical, electrical or HVAC systems servicing such other Unit), provided that the same is undertaken with a minimum of disruption to the use and enjoyment of the other Unit Owners and any of their tenants and occupants, if applicable. Each of the Trustees (or any party authorized by the Trustees including, without limitation, a management company engaged by the Trustees) shall have and is hereby granted a right (a) to gain access to each Unit to inspect the same, to make emergency repairs thereto, to remove violations therefrom with the costs and expenses incurred in connection of the same to be charged to the Unit Owner of such Unit and may be collected in the same manner as common expenses allocated to such Unit, and (b) to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings with the costs and expenses incurred in connection with the same to be charged to the Trust.

17.2 **Common Element Easements.** . In addition to any current and future access and utility easements reserved by the Declarant in the above **Section 2.1** of this Master Deed, the Property is subject to a driveway easement, being described below:

a. Driveway Easement: Reference is hereby made to a Driveway Easement as granted by Whispering Pines Real Estate Development, LLC and dated _____, 2009 and recorded with the Middlesex North District Registry of Deeds at Book ____, Page ____, (the "Driveway Easement"), said Easement also being reflected on a plan of land entitled "Plan of Land Lot 13 & Parcel 13-1A" prepared by Leo B. White, 2 Icehouse Lane, Hampton, NH and recorded in Middlesex North Registry of Deeds in Plan Book 226, Plan 13.

18. UNITS SUBJECT TO MASTER DEED, UNIT DEED, BY-LAWS AND RULES AND REGULATIONS.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the related Unit Deed, the Declaration of Trust and the By-Laws and any Rules and Regulations thereunder, as each may be amended from time to time. Without limiting the generality of

the forgoing, reference is made to Article IX of the Declaration of Trust which is incorporated into this Master Deed by reference. The acceptance of a deed of conveyance or the entering into occupancy of any Unit shall constitute an agreement that, (a) the provisions of this Master Deed, the related Unit Deed, the Declaration of Trust and the By-Laws and the Rules and Regulations, as each may be amended from time to time, are accepted and ratified by such person, 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 this Master Deed, the related Unit Deed, the Declaration of Trust and the By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner. No Unit Owner, however, shall be liable for any such breach except as occurs during the period of his or her ownership.

19. AMENDMENTS; TERMINATION OF CONDOMINIUM.

19.1. Except as set forth in Sections 19.2, 19.3 and 19.4 hereof, this Master Deed may be amended by (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the total Beneficial Interests, and (ii) the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Article IV of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Article IX 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. 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, 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 first sentence of this paragraph, is duly recorded in the Middlesex North District Registry of Deeds (the “**Registry**”), provided, however, that:

(i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Registry 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; and

(ii) The percentage of the undivided interest of each Unit Owner in the Common Elements 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, as expressed in an amended Master Deed duly recorded; and

(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; and

(iv) No instrument of amendment which alters the rights of the Declarant, or the rights of Unit Owners respecting Exclusive Use Areas of the Common Elements shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any Unit in the Condominium; or the owners of Units entitled to use the Exclusive Use Areas of the Common Elements with respect to any proposed amendment dealing with such Exclusive Use Areas of the Common Elements; and

(v) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Act shall be of any force or effect.

19.2. Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium or the Termination Date has not expired, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other unit owners or any of the Trustees, to meet the requirements of any governmental or quasi-governmental body or agency, or 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 institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission, or to change the size, height, configuration or placement of any unit so as to conform to the conditions that in fact exist on the ground.

19.3 The Condominium is planned to be developed as a phased condominium. If all phases are ultimately built and added to the Condominium, there will be sixteen (16) Units. Each Phase shall include one or more Units. Notwithstanding anything in 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:

- (A) (i) The right and easement to add additional Land, Units, Buildings, parking spaces and other appurtenances.
 - (ii) The right and easement to add additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities;
- and

- (iii) The right and easement to add any other improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.
- (B) 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:
- (i) lease, rent and license the use of any unsold Unit;
 - (ii) use any unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
 - (iii) use any unit owned by the Declarant as an office for the Declarant's use.
- (C) 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 Elements, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- (D) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Elements 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 this Section 19.3 and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section 19.3. This easement shall include the right to store at, in or upon the Common Elements 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.

- (E) 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. Provided however, the Declarant shall not have the right to demolish, or modify in a manner which materially adversely affects the market value thereof, any Unit that has been conveyed to a bona fide third purchaser for value without such Unit owner's consent.
- (F) Ownership of the Buildings together with the Units 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 without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.
- (G) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section 19.3:
- (i) Time Limit After Which the Declarant May No Longer Add New Phases. 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 five (5) years after the date of the recording of this Master Deed (the "**Termination Date**"), 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 of sixteen (16); or
- b. The Declarant shall record with the Registry an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
- (ii) Location of Future Improvements. The Units to be added to the Condominium will be located on the Condominium Land, including but not limited to any land added to the Condominium hereafter.
- (iii) Size of Phases. 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, Units, and other appurtenances. 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, Phases or Sub-phases and add Buildings, Units and Phases or Subphases 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 add land to the Condominium, construct and add to the Condominium by unilateral amendment to this Master Deed, Phases and Sub-Phases containing less than the number of Units originally contemplated.

(iv) Units Which May be Added by Future Phases. The Declarant may unilaterally amend this Master Deed to add additional land and new units to the Condominium as part of future phases; provided, however, that the total number of Units shall not exceed sixteen (16), and further provided that any such amendment shall comply with the Comprehensive Permit, or any modification(s) thereof, as hereinafter described.

(v) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, configuration, type of construction, architectural design and principal construction materials of future Phases and the units which are to be added to the Condominium as part of future phases; provided, however, that any such change(s) shall be made in accordance with the Comprehensive Permit, or any modification(s) thereof, as hereinafter described. Also, the Declarant shall have the right to vary the boundaries of future unit(s) from those described in Sections 2 and 3 hereof.

(vi) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Elements and Land for the exclusive use of the Units to be added to the Condominium as part of future phase(s).

(vii) The Declarant may add future phase(s) to the Condominium by unilaterally executing and recording with the Registry 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 in said Section 3 and Exhibit D, the amendment shall describe any variations in the boundaries of such units from those boundaries set forth in this

Master Deed, and the definition of the Common Elements contained in Section 5 hereof shall be modified, as necessary, with respect to such unit(s).

c. An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Elements and other descriptive specifications of the unit(s) being added to the Condominium, and setting forth the new Beneficial Interest for all units in the Common Elements of the condominium based upon the addition of the new unit(s). Such percentage ownership shall be calculated in accordance with the Act.

d. Floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

(viii) 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 19.3 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, when so executed by the Declarant or its successors or assigns and recorded with the Registry, 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 Beneficial Interest of his unit in the Common Elements, 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 Elements 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 addition 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 or Beneficial Interest shall be set in accordance with the provisions of the Act.

(ix) Every unit 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 13.3 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Elements of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section 19.3.

(x) In the event that notwithstanding the provisions of this Section 19.3 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 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, as 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.

(xi) The Declarant hereby reserves the right to amend, restate, reaffirm this Master Deed, 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.

(xii) 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.

(xiii) 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 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 19.3, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

(xiv) 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 or more units for sales offices, marketing functions and models.

Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any land, Phase(s), Buildings, units, parking or any other structure or facility whatsoever beyond Phase I.

19.4. Following the Termination Date, the Property may be removed from the provisions of the Condominium Law by an instrument or instruments in writing to that effect, duly filed for registration with the Registry, signed by (a) seventy five percent (75%) in interest of the Unit Owners, and (b) one hundred percent (100%) of the holders of mortgages or other liens of record on any Units. Upon the removal of the Property from the provisions of the Condominium Law, the Property shall be considered to be owned in common by the Unit Owners and the liens of the holders of mortgages or other liens of record on the Units shall be transferred to the percentage of the undivided Beneficial Interest of the Unit Owners of the respective Units in the Property. The undivided Beneficial Interests in the Property owned in common by each Unit Owner shall be the percentage of undivided interest previously owned by that Unit owner in the Common Elements of the Condominium. The Trustees shall be designated to represent the Unit Owners in any related proceedings, negotiations, settlements, or agreements related to the termination of the Condominium.

20. CONFLICTS; INVALIDITY; WAIVER.

If any provision of this Master Deed shall be invalid or shall conflict with the Condominium Law, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used: (a) in the event of a conflict between this Master Deed and said Condominium Law, the provisions of the Condominium Law shall control, and (b) in the event of a conflict between this Master Deed and the Declaration of Trust, the

provisions of the Master Deed shall control, provided, however, that in the event of a conflict between any numerical voting requirements for action set forth in both the Master Deed and in the Declaration of Trust, the provisions requiring the greater or more restrictive percentage or fraction for action to be taken or avoided shall control. The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of any other provision of this Master Deed. 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 that may occur.

21. RESTRICTIONS ON CONDOMINIUM PROPERTY.

21.1 By purchasing a Unit in this Condominium, the Unit Owner is consenting to any and all of the restrictions as established in this Master Deed and the related Declaration of Trust as recorded herewith and any and all Rules and Regulations as may, from time to time, be adopted in accordance therewith. By accepting title to any Unit, the Unit Owner agrees that such party, together with the Trustees and the other Unit Owners, shall at all times comply with the terms and conditions of such Master Deed and the related Declaration of Trust as recorded herewith and any and all Rules and Regulations as may, from time to time, be adopted in accordance therewith, whether they be listed herein or not, as the same may be amended, restated or modified from time to time.

21.2 The submission of the Property to the Condominium Law is made subject to all restrictions, agreements and easements of record, including, without limitation, that Drainage Easement referenced in the above **Section 17.2**, that **Comprehensive Permit** referenced in the below **Section 21.3** and that **Regulatory Agreement** referenced in the below Section 21.3. By accepting title to any Unit, the Unit Owner agrees that such party, together with the Trustees and the other Unit Owners, shall at all times comply with the terms and conditions of such restrictions, agreements and easements of record, whether they be listed herein or not, as the same may be amended, restated or modified from time to time.

21.3 Reference is hereby made to (a) a **Comprehensive Permit** issued by the Tyngsboro Zoning Board of Appeals and dated April 27, 2005, to East Homes Trust as may be further amended from time to time (the “Comprehensive Permit”), a copy of said **Comprehensive Permit** being recorded with the Middlesex North District Registry of Deeds on June 13, 2005 at Book 18866, Page 222 and (b) a **Regulatory Agreement** by and among the Massachusetts Housing Finance Agency and Whispering Pines Development, LLC, a copy of said Regulatory Agreement being recorded with said Registry of Deeds on November 27, 2007 at Book 21769, Page 73. All of the terms and conditions set forth in the **Comprehensive Permit** and the **Regulatory Agreement** are incorporated herein by reference and by accepting title to any Unit, the Unit Owner agrees that such party, together with the Trustees and the other Unit Owners, shall at all times comply with and be bound by those terms, conditions and requirements of such Comprehensive Permit as the same may be amended, restated or modified from time to time, as if they were stated directly within this Master Deed.

21.4 **Basement Pumps.** If any Unit owner installs a basement pump, the discharge of water must not be pumped into the sewer line.

22. CHANGES IN CONFIGURATION AND CONSENT.

22.1 **Changes in Unit Configurations.** In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master Deed at any time and from time to time to change the number, size, location, materials and configuration of Units at any time and from time to time, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units in a so-called Contiguous arrangement, to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, and to subdivide and separate Units, without complying with the provisions of subsection I hereof. The Declarant will make no unilateral change in a Unit after it has been conveyed to a third party.

22.2 **Consent.** Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section 22 including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section 22 without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section 22, each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorney-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the Town of Tyngsboro which the Declarant may seek to effectuate the purpose of this Section 22, and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section 22.

23. NON-RECOURSE.

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, managers, or any director, officer, employee or shareholder of any of the foregoing. Further, in no

event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

24. 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.

25. **Declarant's Reservation of Rights; Assignment of Declarant's Rights**

Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the rights and easements to use, occupy, and alter for construction purposes only, the land described in **Section 2** for all purposes necessary or desirable in order to construct the Condominium units thereon and the common areas and facilities therefor and the right to grant easements across said land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Condominium units is conveyed of record by the Declarant: the right of access, ingress, and egress over and upon the land described in **Section 2** hereof and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by the Declarant in connection with the creation and construction of the Condominium; the right to lay, maintain, repair and replace, construct and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes to serve any and all of the Condominium units and the common areas and facilities; to pass and re-pass by foot and vehicle over all driveways, roadways, access ways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of constructing buildings and improvements on the land described in **Section 2** hereof and as shown on the Site Plan of **Whispering Pines Estates Condominium** filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others, including any public utility or authority, easements for the installation or maintenance of utilities for the benefit of the Condominium; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to the rights of exclusive use or appurtenant to any unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit Owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit owner shall be denied at least one means of access to his or her unit during such periods of

restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage Lines in order to facilitate construction of the Condominium or in order to facilitate the installation of appliances or fixtures in the units or common areas and facilities under construction without liability for such interruption of service, provided, however, that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incidental thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium units and the common areas and facilities in connection therewith. 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 by-laws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by the Declarant.

26. Order of Conditions

In accordance with the Wetlands Protection Act, Chapter 131, Section 40 and the Tyngsborough Wetlands Protection Bylaw, the Tyngsborough Conservation Commission approved the Order of Conditions recorded with the Middlesex North Registry of Deeds on February 8, 2007 in Book 20954, Page 22. The following conditions must remain in perpetuity:

26.1 The Tyngsborough Conservation Commission reserves the right to require additional erosion and/or damage prevention controls when deemed necessary.

26.2 No herbicides or pesticides shall be used within 100 linear feet of a resource area. Fertilizers utilized for landscaping and lawn care in this 1 foot buffer shall be of the low-nitrogen variety, slow release form and shall be used in amounts which are recommended with soil test results and fertilizer directions.

26.3 During and after work on this project, there shall be no discharge or spilling of fuel, oil, or other pollutants onto any part of the buffer zone or resource area. The Declarant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism. Refueling of vehicles shall be in an area outside the buffer zone. If a spill occurs, contaminated soils shall be removed according to guidelines established by the Department of Environmental Protection Division of Hazardous Waste. No fuels, solvents, paints, etc. shall be stored in the buffer zone or resource area. Plasterers, painters, and other sub-subcontractors shall be informed that discharge of liquid/materials into resource area is a violation under the Act and the By-law.

26.4 Upon completion of this project, all disturbed areas shall be permanently stabilized with rapidly growing native vegetation with sufficient topsoil to assure long term stabilization of disturbed areas. Loaming and seeding will occur within

30 days from completion of final grading whenever possible. Should work be interrupted or delayed for more than 90 days, unless the ninety day period occurs in the winter, barren areas should be stabilized. If adverse weather conditions are expected, excavated areas that have not been stabilized should be graded to insure ponding of run-off water, or hay bale dikes shall be placed to insure the non-carriage of erosion to sensitive areas. Continued maintenance of this area, in a manner which assures permanent stabilization and prevents any soil erosion, shall be the responsibility of the owner on record for this property.

26.5 No salt (NaCl) or chemical de-icer shall be used on parking areas, walkways. Or driveways within 100 linear feet of a resource area or on areas where run-off is collected and discharged into resource areas. Any arrangement for snow removal shall so stipulate.

27. Affordable Housing.

Pursuant to the provisions of the Comprehensive Permit under M.G.L. Chapter 40 B, Sections 20-23, the Regulatory Agreement, the Deed Riders for the Affordable Units and the Monitoring Services Agreement by and between the Town of Tyngsborough, the Whispering Pines Real Estate Development, LLC and Community Housing, Inc., (hereinafter, the “Monitoring Services Agreement”), two (2) Units, being Units 7 and 14, are hereby designated as affordable in perpetuity and designated for donation to the Tyngsboro Housing Authority, consistent with the Comprehensive Permit and the Regulatory Agreement. The Affordable Units are being sold for prices below their fair market value to persons and families within specific income guidelines and subject to the Regulatory Agreement. The Regulatory Agreement shall restrict the resale price of an Affordable Unit, as well as the income of potential buyers of an Affordable Unit, in order to maintain such Unit as affordable in perpetuity. The Deed Rider shall be attached to the first Affordable Unit deed and all subsequent Affordable Unit deeds to be recorded with said Registry.

It is expressly understood that any inconsistencies between this Master Deed and the Comprehensive Permit, the Regulatory Agreement, the Monitoring Services Agreement and/or the Deed Rider (collectively, the “Affordable Housing Plan”) shall be construed in favor of the Affordable Housing Plan. Any amendment to this Master Deed purporting to alter, amend or delete the Affordable Housing Plan shall be void and of no force and effect unless in compliance with the termination and extinguishment provisions of the Comprehensive Permit.

WITNESS the execution hereof under seal as of this ____ day of _____, 2009.

WHISPERING PINES REAL ESTATE DEVELOPMENT, LLC

By: _____
Peter Cricones, Manager
Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared Peter Cricones, Manager of WHISPERING PINES REAL ESTATE DEVELOPMENT LLC, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public
My commission Expires :

Exhibit A
PROPERTY DESCRIPTION
Cricones Way, Tyngsboro, Massachusetts

The land in Tyngsboro, Middlesex County, Massachusetts situated on Southwesterly side of Lakeview Avenue and being shown as Parcel 13-1A on a plan entitled "Plan of Land, Lot 13-0 & Parcel 13-1A, Lakeview Avenue, Tyngsborough, Massachusetts, Prepared for Kathleen Cricones, January 16, 2008." Said plan recorded with the Middlesex North District Registry of Deeds in Plan Book 226, Plan 13 and being bounded and described as follows:

Northeasterly, by the southwesterly line of Lakeview Avenue, fifty-two and 36/100 (52.36) feet;

Northwesterly, by land now or formerly of Elston, three hundred two and 49/100 (302.49) feet;

Northeasterly, by land now or formerly of Lessard, five hundred eighteen and 12/100 (518.12) feet;

Northerly, by land now or formerly of Wagner, four hundred seventy-one and 37/100 (471.37) feet;

Southwesterly, by land now or formerly of Ton, in two courses, thirty-five and 85/100 (35.85) feet and four hundred fourteen and 73/100 (414.73) feet;

Northwesterly, by land now or formerly of Ton, two hundred eighty-four and 09/100 (284.09) feet;

Southwesterly, by land now or formerly of Coughlin, in three courses, twenty-two and 62/100 (22.62) feet and two hundred forty-six and 73/100 (246.73) feet and two hundred thirteen and 41/100 (213.41) feet;

Southeasterly by Lot 13 on said plan, ninety-six and 14/100 (96.14) feet;

Southerly by Lot 13 on said plan, two hundred eighty-nine and 02/100 (289.02) feet;

Southeasterly, by Lot 13 on said plan in two courses, three hundred ten and 00/100 (310.00) feet and eighty and 00/100 (80.00) feet.

Said Lot Parcel 13-1A Contains 315,573 square feet, plus or minus, according to said plan.

Said premises is conveyed subject to any easements, restrictions, covenants or rights of way of record, if any there may be, to the extent the same may affect the within granted premise.

Being a portion of the premises conveyed to Kathleen Cricones by deed of Alan Sherburne, *et. al.* Dated October 2, 1997 and recorded with Middlesex North District Registry of Deeds in Book 8816, Page 92.

Exhibit B
BUILDINGS

Incorporated by reference into and made a part of the Master Deed of The Whispering Pines Estates Condominium in Tyngsboro Middlesex County, Massachusetts.

DESCRIPTION OF BUILDINGS

There is one (1) building (the “Building”) on the Land identified as Building 3, which includes Units 5, 6, 7, 8. The Building in Phase I contains three (3) stories, Units 5,6,7,8 are wood frame, with wood joists. The interior walls are drywall. The roofs are asphalt shingle.

Building 3 contains Units 5,6,7,8:

The second floor of Unit 5 contains a Kitchen, Dining Room, Living Room, and Half Bathroom. The third floor contains 2 Bedrooms, and 2 Full Bathrooms. Unit 5 contains a One (1) car garage and Bonus Room on the First Floor.

The second floor of Unit 6 contains a Kitchen, Dining Room, Living Room, and Half Bathroom. The third floor contains 2 Bedrooms, and 2 Full Bathrooms. Unit 6 contains a One (1) car garage and Bonus Room on the First Floor.

The second floor of Unit 7 contains a Kitchen, Dining Room, Living Room, and Half Bathroom. The third floor contains 2 Bedrooms, and 1 Full Bathroom. Unit 7 contains a One (1) car garage and Bonus Room on the First Floor.

The second floor of Unit 8 contains a Kitchen, Dining Room, Living Room, and Half Bathroom. The third floor contains 2 Bedrooms, and 2 Full Bathrooms. Unit 8 contains a One (1) car garage and Bonus Room on the First Floor.

Exhibit C
UNIT DESIGNATIONS, BENEFICIAL INTERESTS, SIZE, LOCATION AND
ADJACENT COMMON ELEMENTS

Incorporated by reference into and made a part of the Master Deed of The Whispering Pines Estates Condominium in Tyngsboro, Middlesex County, Massachusetts.

DESCRIPTION OF UNITS

The description of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common elements to which it has access, and its proportionate interest in the common areas and facilities of the Condominium, are as set forth in this Exhibit C:

Notes:

1. Key: G = Garage, B=Bonus Room, K = Kitchen, DR = Dining Room, LR = Living Room, BR = Bedroom, B = Full Bathroom, ½ B = Half Bathroom, L = Laundry Room.
2. Each unit has immediate access to the common areas through its garage door, main entrance (as shown on unit plans) and deck area.
3. Certain units are deemed “Affordable” as defined by G.L. c. 40B; therefore, said units’ percentage interests are reduced by its value in relation to the other units within the condominium.

**Exhibit C to Master Deed:
Description of Phase I Units**

Unit No.	Location of Unit	Approx. Area (Sq. Ft.)	Number and Designation of Rooms	Beneficial Interest in Common Elements (%)	Adjacent General Common Elements (%)	Adjacent Exclusive Use Common Elements
5	Attached to Unit #6 (part of Building with Units #5,6,7& 8) and as shown on the Plans. First, Second & Third Floors	2525	G, B, K, DR,LR, ½B, 2BR, 2B	27.6%	Exterior of Building; Roof; Land	Entry/Egress Doors; Deck; Garage; Driveway
6	Attached to Units #5 &7 (part of Building with Units #5,6,7& 8) and as shown on the Plans. First, Second & Third Floors	2525	G, B, K, DR,LR, ½B, 2BR, 2B	27.6%	Exterior of Building; Roof; Land	Entry/Egress Doors; Deck; Garage; Driveway
7	Attached to Units #6 & 8 (part of Building with Units #5,6,7& 8) and as shown on the Plans. Basement, First, Second & Third Floors.	2525	G, B, K, DR,LR, ½B, 2BR, B	17.2%	Exterior of Building; Roof; Land	Entry/Egress Doors; Deck; Garage; Driveway
8	Attached to Unit #7 (part of Building with Units #5,6,7& 8) and as shown on the Plans. Basement, First, Second & Third Floors.	2525	G, B, K, DR,LR, ½B, 2BR, 2B	27.6%	Exterior of Building; Roof; Land	Entry/Egress Doors; Deck; Garage; Driveway

Exhibit D

BOUNDARIES OF UNITS

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

- A. Floors: The plane of the upper surface of subflooring or concrete flooring, as applicable.
- B. Ceilings: The plane of the lower surface of the ceiling joists above the plaster board.
- C. Interior Walls: The plane of the interior surface of the wall studs facing the Unit, or the interior surface of the concrete wall facing the unit, as applicable. As to the interior building walls between units, the centerlines of the wall between units.
- D. Exterior Walls: As to masonry walls, the interior plane of the masonry surface. As to wood frame walls, the interior plane of the wall studs facing the Unit.
- E. Doors/Windows: As to exterior doors and windows, those doors and windows servicing only one Unit shall be deemed entirely part of that Unit. As to the exterior door frames, sashes, and window frames and sashes, the unpainted exterior surface thereof; All storm and screen windows and doors, whether interior or exterior, shall be the property of the Unit Owner to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Condominium Trust.
- F. Roofs or Upper Boundaries: The plane of the unfinished interior surface of the attic roof rafters, as applicable.
- G. Garage: As to the garage portion of each unit, the plane of the upper surface of the concrete floor slab, the plane of the lower surface of the interior surface of roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the garage; as to the exterior doors, the entire door; as to the exterior door frames and sashes and window frames and sashes, the unpainted exterior surface thereof; and as to the windows, the exterior

surface of the glass.

- H. Pipes/Conduits: Each Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Unit or which are situated in, on or within the Exclusive Use Common Elements set aside for the exclusive use of said Unit.provided, however, that no structural components of the Buildings, and no pipes, conduits, wires, ducts, flues, shafts, plumbing, cables, public utility lines or telephone lines situated within a Unit and forming a part of any system serving any other Unit or the Common Elements shall be deemed to be a part of said Unit.