

BATTLE ROAD FARM CONDOMINIUM  
MASTER DEED

S22

Lincoln House Associates Limited Partnership, a Massachusetts Limited Partnership with an usual place of business in Lincoln, Massachusetts, (hereinafter the "Declarant", which term shall include its successors and assigns) being the sole owner of the land with the buildings and improvements (hereinafter "Buildings") thereon situated in Lincoln, Middlesex County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording this Master Deed does hereby submit said land with the Buildings erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as from time to time amended (hereinafter referred to as "Chapter 183A") and proposes to create and does hereby create with respect to the Premises, a Condominium, subject to the reservations and matters set forth herein, to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

1. Name: The name of the Condominium shall be: Battle Road Farm Condominium (the "Condominium").
2. Description of Land: The Condominium consists of that certain parcel of real estate located at Old Bedford Road, Lincoln, Middlesex County, Massachusetts, which real estate is particularly described in Exhibit A attached hereto and made a part hereof and is also shown on the site plan recorded herewith. Said parcel is subject to and has the benefit of covenants and rights of way of record so far as are now in force and applicable, the right of the Declarant to grant easements with respect to parking spaces and storage bins and other said easements, restrictions, covenants and rights more particularly set forth in this Master Deed.
3. Description of Building: There are presently on the land hereinbefore described TWO (2) Buildings (hereinafter the "Phase I Buildings") which are known as Phase I and are comprised of eight (8) Units. The Declarant reserves the right and easement as more particularly described in Paragraph 9 hereunder to construction an additional 112 Units in one or more additional phases. The Phase I Buildings are two stories in height above grade. The Buildings are constructed of wood frame construction and clapboard exterior with a poured concrete foundation and fiberglass shingled roof with interior walls of dry wall on wood studs. The plumbing is pvc and copper tubing.
4. Floor Plans, Designations of Units and Their Boundaries: The attached plans of the Phase I Buildings showing the layout,

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location, unit description and dimensions of the units, stating the name of the Phase I Building, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same (hereinafter "Plans") are recorded with and are part of this Master Deed. A site plan and floor plans with respect to additional units in the Building(s) in additional phases of the Condominium will be recorded with Restatement(s) of this Master Deed when constructed as set forth in Paragraph 9 herein.

The Condominium Units of the Phase I Buildings (hereinafter "Units") their designations, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as shown on Exhibit B attached hereto.

The boundaries of each of the Units are as follows:

Floors: The upper surface of the subflooring.

Ceilings: The lower surface of the roof rafters.

Interior Building Walls: The interior surface of the wall studs.

Exterior Building Walls: The interior surface of the wall studs.

Exterior Doors and Windows: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the interior unfinished surface of the window frame and exterior surface of the glass and storm windows.

Subject to the provisions of Paragraphs 6 and 7 hereof, each Unit Owner may at any time and from time to time change the use and designation of any room or space within said unit subject always to the provisions of Paragraph 7(d) hereunder.

The Declarant reserves the right to connect Units with each other and with adjacent areas which are Common Elements for the purpose of creating a larger single Unit, prior to the initial conveyance of the affected Units by Declarant and for such purposes, cuts may be made in the common portions of the walls, floors and ceilings immediately adjoining the affected Units and Common Elements and walls and partitions may be removed, constructed or rearranged within the affected Units and Common Elements, provided that unaffected Units shall remain undisturbed. If such modifications to Units require an amendment to this Master Deed or the Plans or both, Declarant may so amend this Master Deed or the Plans, or both, without the consent of any Unit Owner. If Units are connected, the resulting Unit shall have all of the rights and obligations to the separate Units which were combined.

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 5 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto: (a) To use any patio and the planting area adjacent thereto to which there is direct access from the interior of such Unit and to which there is no other means of access; and (b) to use parking space(s), if any, which are more particularly described in Paragraph 5 hereunder.

5. Common Elements: The "Common Areas and Facilities" and also called herein "Common Elements" are hereby defined to consist of the Premises, including, without limitation, the following:

- (a) The land and any recreational facilities on the Premises included in the Premises, lawns, gardens, walks, pathways, parking and other improved areas not within the Units.
- (b) All portions of the Buildings not included in any Unit by virtue of Paragraph 4 above including, without limitation, the following to the extent such may exist from time to time:
  - (1) The foundations, structural members, beams, supports, exterior walls, frames for exterior windows, roof and entrances and exits of the Building, common walls within the building, and structural walls or other structural components contained entirely within any Unit;
  - (2) In each building, buzzer system and steps, the porch providing access to the Units which shall be for the exclusive Units of those Units the porch provides access to.
  - (3) Installations of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and servicing a single Unit;
  - (4) All conduits, chutes, ducts, plumbing, wires, chimney flues and other facilities for the furnishing of power, light, air, heat, hot and cold water and all sewer and drainage pipes, septic tanks and sewer disposal systems, plants, tanks, leaching fields and all appurtenances thereto located without the units and all such facilities located in any unit that serve parts of the condominium other than the unit within such facilities are contained; as to sewerage disposal systems and utility conduits, lines, pipes

and wires, the right and easement to use the same shall be included as part of the common areas and facilities;

- (5) The sewer treatment plant with all appurtenances thereto, including all pipes constituting the sewer collection system and the related appurtenances and easements for the sewer line.

- (c) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed in conformance with Chapter 183A, upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date. In addition the percentage interest of each original unit in the event of recording of subsequent phases shall be set forth in each restatement of the Master Deed creating additional phases and shall be computed in conformance with Chapter 183A upon the approximate relation which the fair value of each Unit on the date of each restatement of this Master Deed bears to the aggregate fair value of all of the Units on that date. The common areas and facilities shall be subject to the provisions of the By-Laws of Battle Farm Road Condominium Trust, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the Common Elements of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or any other unit, as these are shown on the plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

- (d) Parking Spaces and Storage Bins: The Declarant reserves with respect to each of the storage bins shown on the Plans the right to convey exclusive easements to Unit Owners (either in the Unit Deeds from the Declarant or by separate instruments) or to the Condominium Trust. The Declarant reserves the right to convey exclusive easements for parking to Unit Owners in cluster parking areas shown on the site plan. Each Unit Owner shall have the

right and easement to park two currently registered parking vehicles within the parking cluster set forth in the Unit Deed. \*

If the Declarant grants to the Trustees easements for the exclusive use of any of said parking spaces or storage bins, then such parking spaces and storage bins as to which such easements are so granted may from time to time be assigned to particular Unit Owners by the Trustees for such periods (including in perpetuity) and for such monthly or other charges as said Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such spaces are not so assigned, the same shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any rules and regulations adopted by the Trustees.

Such rights and easements shall not in any event be severed from ownership of the Unit to which they are appurtenant.

6. Statement of Purposes: Except as otherwise provided in Paragraph 7 hereof, the Units and the Common Areas and Facilities therein are intended to be used solely for residential purposes.

The Declarant, or any successor to its interest in the Condominium, may until all of the Units have been sold by the Declarant or such successor(s) (a) lease Units which have not been sold, and (b) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units.

7. Restrictions on Use: Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof;

(a) No Unit shall be used for any purpose not specified in Paragraph 6 above.

(b) Each parking cluster is intended to be used only by the Unit Owner who has an easement for exclusive use of such parking space, the occupants of such Unit Owner's Unit and their guests and invitees (except as specifically provided in Paragraph 5(e) above); and each such parking cluster is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees.

(c) No portion of a Unit (other than the entire Unit) may be leased or rented except as provided for in Paragraph 6.

\*The Condominium Trust at its discretion shall have the right to designate that Unit Owners shall have the obligation to use particular parking spaces within the parking cluster.

- (d) The architectural and structural integrity of the buildings and the units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings, any Unit, or any part thereof. This subparagraph (d) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire.
- (e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations which may be adopted pursuant thereto.

Any rule or regulation adopted by the Trust which relates to the sewer treatment plant shall require the prior written approval of the Division of Water Pollution Control, Department of Environmental Quality Engineering.

The use or maintenance of the common areas and facilities including the sewer disposal systems in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the Department of Environmental Quality Engineering is hereby prohibited.

With respect to said sewer treatment plant, Unit Owners shall be responsible for insuring that the Trustees of Battle Road Farm Condominium Trust comply with all applicable statutes, regulations or permit conditions relating to said plan.

- (f) The construction of all Units and any additions and alterations thereto shall comply with all applicable laws, rules and regulations relating to construction near airports including without limitation, Title 14, Part 77, of the Code of Federal Regulations. The provisions of Paragraph 7(f) shall not be amended. The provisions of Section 5.8.5(d) of the Condominium By-Laws are incorporated herein by reference. These restrictions shall be for the benefit of all Unit Owners and shall be administered to on behalf of the Unit Owners by the Trustees of the Condominium Trust, and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

8. Amendments: This Master Deed may be amended by a Vote of Unit Owners entitled to 75% or more of the undivided interest in the

Common Areas and Facilities, unless a larger percentage is required by law, or by specific provisions in this Master Deed to the contrary, and (a) certified and acknowledged by a majority of the Trustees of the Condominium Trust, and (b) such Trustees certification duly recorded with the Middlesex South County Registry of Deeds; PROVIDED, HOWEVER, THAT;

- (a) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
  - (b) No instrument of amendment which alters the percentage of undivided interest in the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners, and said instrument is recorded as an Amended Master Deed;
  - (c) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage.
  - (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.
  - (e) No amendment of the Master Deed or of the Battle Road Farm Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed and Trust relating to the sewer treatment plant or any provisions therein which require the prior written approval of the Division of Water Pollution Control of the Department of Environmental Quality Engineering or its successors.
9. (a) Reservation by Declarant: The Declarant is the owner of the real estate described in Exhibit A and by this Master Deed has dedicated said real estate as a Condominium subject to Chapter 183A. The Declarant hereby reserves the right and easement to construct 120 Units on the real estate in two or more phases. Pursuant to such right and scheme of development, Declarant reserves the following rights, easements, privileges and licenses:
- (i) An expansion easement in gross (herein called "Expansion Rights") to construct 112 additional Units on the land described in Paragraph 2. Such easement shall include the right to construct Additional Improvements. Such easement shall be exercisable from time to time by the Declarant in its sole discretion until Termination of Expansion Rights.

- (ii) The right to grant easements for the benefit of each Additional Unit to use all roads, ways, walkways, parking areas, Improvements, Additional Improvements, Common Elements and Facilities and Open Land benefitting the Condominium.
- (iii) The right to grant easements for installation and maintenance of underground utilities for the benefit of Additional Units and Improvements, such right to extend the Reserved Area.
- (iv) The right to incorporate Additional Units, and Additional Improvements into the Condominium.

The easements, reservations privileges and rights of this provision shall inure to the benefit of the Declarant, its successors and assigns.

The Declarant reserves as an appurtenance to the Expansion Rights, an easement to pass and repass over the Land shown on the Site Plan, including the right to store equipment and supplies necessary and convenient for the construction of Additional Units and Additional Improvements. Declarant reserves the right to use all ways, parking areas, walkways, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air and all sewer and drainage pipes, septic tanks and sewer treatment plan and Common Elements, including the right to construct additional ways, parking areas and Common Elements provided the exercise of such easements, reservations, privileges and rights of this provision does not unreasonably interfere with access and use of the Condominium by the owners of Existing Units.

- (b) Restatement: If any such Additional Unit or Additional Improvement is constructed or if any part of the Reserved Area is incorporated into the Condominium, the Declarant shall restate this Master Deed by recording with the Middlesex South Registry of Deeds (i) a Restated Master Deed in form and substance identical to this Master Deed (which may incorporate by reference all or any part of this Master Deed) with only such changes as are necessary to include the Additional Units and Additional Improvements included therein and the Common Elements thereof in the Condominium, (ii) a copy of Exhibit "C" hereof, restated to show Proportionate Interest calculated in accordance with Chapter 183A, and (iii) such plans with respect to such Additional Units or Additional Improvements as may be required by Section 8(f) (or any successor section) of Chapter 183A in order to submit such Additional Units or Additional Improvements to the Condominium Statute and incorporate them into the Condominium.



- (c) Termination of Expansion Rights: The right of the Declarant to construct Additional Units and Additional Improvements shall terminate on the first to occur of (i) the date on which 80 Additional Units have been incorporated into the Condominium, or (ii) seven years from the date hereof.
- (d) Ownership of Additional Units: Although Additional Units may from time to time be built upon the Reserved Area, all Additional Units (and the Proportionate Interests appertaining thereto) shall be owned in fee simple by the Declarant and may be conveyed, or mortgaged, by the Declarant.
- (e) Additional Improvements: The incorporation into the Condominium of Additional Improvements or portions of the Reserved Areas without the simultaneous incorporation into the Condominium of Additional Units shall not result in any recalculation of Proportionate Interests.
- (f) Transfer of Expansion Rights: Until expiration of the Expansion Rights, the rights granted by this Paragraph 9, may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which makes specific reference hereto.
- (g) Binding Effect: Each owner of and Existing Unit, each owner of an Additional Unit and the holder of a mortgage of any thereof shall be bound by the provisions of this Paragraph 9.

All future improvements will be consistent with the initial improvements in terms of quality of construction. All improvements intended for future phases shall be substantially completed prior to incorporation of additional Units into the condominium.

10. Provisions for Protection of Mortgagees: Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record which encumber the Units and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:

- (a) The right of first refusal shall not impair the rights of a First Mortgagee to:
- (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee.
- (b) Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust.
  - (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
  - (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements unless sixty-seven (67%) percent of the First Mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Declarant, developer, or builder of the individual Condominium Units) have given their prior written approval, the Condominium Trust and the Unit Owners shall not be entitled to:
    - (i) By any act or omission seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
    - (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of:
      - a. Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
      - b. determining the pro rata share of ownership of each Unit in the Common Areas and Facilities.
    - (iii) Partition or subdivide any Unit; or
    - (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an

action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

- (v) Use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Areas and Facilities.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities. The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.
- (g) A First Mortgagee, which term shall include any holder, insurer or guarantor of any first mortgage, upon request made to the Condominium Trust shall be entitled to:
  - (i) Written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;
  - (ii) Inspect the books and records of the Condominium Trust at all reasonable times;
  - (iii) Receive an annual audited financial statement of the Condominium Trust within ninety (90) days

following the end of any fiscal year of the Condominium Trust;

- (iv) Receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of mortgage holders under the Master Deed or By-Laws;
  - (v) Receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit of the Common Areas and Facilities;
  - (vi) Receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Trustee;
  - (vii) Upon written request the Condominium Trust shall make available for inspection during normal business hours to any Unit Owner or mortgagee current copies of the Master Deed, Declaration of Trust, By-Laws, and other rules concerning the Condominium and the books, records, and financial statements of the Condominium Trust.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days notice.

The Declarant intends that the provisions of this Paragraph 10 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and except as provided in Paragraph 14, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 10 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South County Registry of Deeds.

- (i) Except for amendments to the Master Deed, Declaration of Trust and By-Laws for termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

- (i) The consent of owners of units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of First Mortgagees on Units which have at least sixty-seven (67%) percent of the votes of units subject to first mortgages, shall be required to terminate the legal status of the Condominium; and
- (ii) The consent of the owners of units to which at least sixty-seven (67%) percent of the votes in Battle Road Farm Condominium Trust are allocated and the approval of First Mortgagees on Units which have at least fifty-one (51%) percent of the votes of units subject to first mortgages, shall be required to add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:
  - a. Voting;
  - b. Assessments, assessment liens or subordination of such liens;
  - c. Reserves for maintenance, repair and replacement of the Common Areas (or Units, if applicable);
  - d. Insurance or Fidelity Bonds;
  - e. Rights to use Common Areas;
  - f. Responsibility for maintenance and repair of the several portions of the Condominium;
  - g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
  - h. Boundaries of any Unit;
  - i. The interests in the Common Areas;
  - j. Convertibility of Units into Common Areas or of Common Areas into Units;
  - k. Leasing of Unit Estates;
  - l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

- m. Any provisions which are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on units.

Any first mortgage holder that does not deliver or mail (by first class mail, postage prepaid) to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all such parties and may be relied pursuant to the provisions of Section 6.4 of the Trust.

- (j) All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws, and the Rules and Regulations of the Condominium and no Unit shall be leased or rented for a period of less than thirty (30) days.
- (k) To the extent permitted by applicable law, first mortgage holders shall also be afforded the following rights:
- (i) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by holders holding first mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to first mortgages.
  - (ii) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property shall require the approval of first mortgage holders holding mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to first mortgages.
  - (iii) When professional management has been previously required by any first mortgage holder or insurer or guarantor, whether such entity became a mortgage holder or mortgage insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of unit estates to which

at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of first mortgage holders holding mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to first mortgages.

11. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is Battle Road Farm Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

Peter W. Smith	98 Seaverns Avenue Boston, Massachusetts 02130
Robert H. Kuehn, Jr.	2 University Road Cambridge, Massachusetts 02138
Samuel Perkins	98 Seaverns Avenue Boston, Massachusetts 02130

The address of the Condominium Trust is Old Bedford Road, Lincoln, Massachusetts

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Areas Located Inside of Units: Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities located in such Unit and serving other Units or Common Areas and Facilities or other portions of the Condominium. The Trustees shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Areas or Facilities contained therein or elsewhere in the Buildings.
13. Units Subject to Master Deed, Unit Deed, By-Laws of the Battle Road Farm Condominium Trust and Rules and Regulations: All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Condominium Trust and Rules and Regulations, as they may be adopted or amended from time to time. The acceptance of a deed of a Unit shall constitute an agreement by the person or entity becoming the Unit Owner of such Unit, that the provi-

sions of this Master Deed, the Unit Deed, the By-Laws of the Condominium Trust, and the Rules and Regulations, as they may be adopted or amended from time to time, are accepted and ratified by such owner and that all of such provisions shall be deemed and taken to be covenants running with the land, 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 and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

14. Restricted Units: Certain Units of Battle Road Farm Condominium contain restrictions relating to resale. The restrictions are set forth in instruments recorded at Middlesex South District Registry of Deeds in Book 18626, Page 508 and Book 19443, Page 514. The restrictions shall be subordinate to a mortgage on each unit estate and the priority of the mortgagee's rights to any hazard insurance settlement or condemnation award. The number of restricted Units in Phase I is \_\_\_\_\_. The terms of any resale controls that affect the restricted Units shall be set forth in the Unit Deed or an instrument recorded simultaneously with the Unit Deed.
15. Chapter 183A Governs: The Units and Common Areas and Facilities, the Unit Owners and Trustees of the Condominium Trust, shall have the benefit of, and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded, and in all respect not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. In addition, the condominium or any portion thereof shall not be removed from the provisions of Chapter 183A without the prior written approval of the Division of Water Pollution Control of the Department of Environmental Quality Engineering or its successors.



16. Definitions: All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Executed as a sealed instrument this 29<sup>th</sup> day of August, 1989.

LINCOLN HOUSE ASSOCIATES  
LIMITED PARTNERSHIP

By: Lincoln House Associates, Inc.  
its sole General Partner

By: Peter W. Smith  
Peter W. Smith, President

By: Robert H. Kuehn, Jr.  
Robert H. Kuehn, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August 29 1989

Then personally appeared the above named Peter W. Smith, President of Lincoln House Associates, Inc., the sole general partner of Lincoln House Associates Limited Partnership and acknowledged the foregoing to be the free act and deed of said Limited Partnership, as aforesaid, before me,

Neil O. [Signature]  
Notary Public  
My Commission Expires: September 19, 1990

EXHIBIT "A"

A certain parcel of land in Lincoln, Middlesex County, Massachusetts, shown on "Plan of Land in Lincoln, Mass.", dated April 2, 1985 by R.E. Cameron & Associates, Inc., recorded at Middlesex South Registry of Deeds, Book 17452, Page 307, as a portion thereof bounded and described as follows:

- NORTHWESTERLY: by Old Bedford Road by three lines measuring four hundred thirty-eight and 97/100 (438.97) feet;
- NORTHERLY: by land of owners unknown, five hundred eighty-three and 48/100 (583.48) feet;
- NORTHEASTERLY: by land of owners unknown, two hundred sixty-nine and 25/100 (269.25) feet;
- EASTERLY: by the Manscom Field Access Road by two lines measuring eight hundred twenty and 09/100 (820.09) feet;
- EASTERLY AND  
SOUTHEASTERLY: by five lines measuring two hundred seventy-six and 90/100 (276.90) feet;
- SOUTHERLY: by land of the Town of Lincoln by two lines measuring nine hundred twenty-eight feet and 63/100 (928.63) feet;
- SOUTHEASTERLY: by land of the Town of Lincoln, twenty-six and 25/100 (26.25) feet;
- SOUTHWESTERLY: by land of the Town of Lincoln by four lines measuring six hundred ten and 18/100 (610.18) feet;
- NORTHEASTERLY: by land of Minuteman National Park, seventy-three and 59/100 (73.59) feet;
- NORTHWESTERLY: by land now or formerly of Sullivan, ten and 04/100 (10.04) feet;
- NORTHEASTERLY: by land now or formerly of Sullivan, two hundred twenty-eight and 38/100 (228.38) feet;
- SOUTHWESTERLY: by land now or formerly of Sullivan, twelve and 60/100 (12.60) feet.

Said parcel contains 24.101 acres and is shown on plan entitled "Plan of Land Lincoln, Mass.", dated Sept. 27, 1988 by R.E. Cameron & Associates, Inc. which plan is recorded as Plan No. 1556 of 1988.

Together with the benefit of a certain Gas Line Easement Agreement dated October 24, 1988, recorded with said Deeds as Instrument No. 758 of November 1, 1988.

Together with the benefit of a certain Access and Utility Easement Agreement within the area designated on a plan recorded with said Deeds as Plan No. 1133 of 1988 dated October 24, 1988 and recorded with said Deeds as Instrument No. 759. At the time of the abandonment or discontinuance of Old Bedford Road as shown on said plan, this policy will affirmatively insure the access and Utility Easement to include the area of such abandoned or discontinued roadway by extrapolating the boundaries of the Easement Area as shown on said plan to the point where it meets the boundary line of the premises described above.

B 2 0 4 1 P 2 2 5

EXHIBIT B: Descriptive Schedule of Units

UNIT NO.	BUILDING TYPE	UNIT TYPE	NO. OF ROOMS	SQUARE FOOTAGE
22A	Farmhouse 2	A	5	1110
22B	Farmhouse 2	J	4	1125
22C	Farmhouse 2	C	5	1120
22D	Farmhouse 2	K	6	1377
26A	Farmhouse	A	5	1110
26B	Farmhouse	B	4	1114
26C	Farmhouse	C	5	1120
26D	Farmhouse	I	6	1377

Exhibit B (continued): Unit Descriptions

- Farmhouse/A: Consists of kitchen, living room, dining room, and half bath downstairs as well as two bedrooms and a full bath upstairs. Access to private porch is from foyer and dining room.
- Farmhouse/B: Consists of kitchen, living/dining room, and half bath downstairs, as well as two bedrooms and a of porch and patio. Access to private porch is from front hall, access to private patio is from living/dining room.
- Farmhouse/C: Consists of kitchen, living room, dining room, and a half bath downstairs, as well as two bedrooms and a full bath upstairs. Access to shared porch is from foyer and and access to private patio is from rear hall.
- Farmhouse/D: Consists of kitchen, living room, dining room and a half bath downstairs, as well as two bedrooms and a full bath upstairs. Access to shared porch and private patio is from the living/dining rooms.
- Farmhouse 2/A: Consists of kitchen, living room, dining room and a half bath downstairs, as well as two bedrooms and a full bath upstairs. Access to a private porch is from the foyer, access to a private patio is from the dining room.
- Farmhouse 2/B: Consists of kitchen, living/dining room, and half bath downstairs; two bedrooms and a full bath upstairs. Access to shared porch is from front hall, access to private patio is from dining room.
- Farmhouse 2/C: Consists of kitchen, living room, dining room and half bath downstairs; two bedrooms and full bath upstairs. Access to shared porch is from front foyer; access to private patio is from kitchen.
- Farmhouse 2/D: Consists of kitchen, living room, and dining room downstairs; three bedrooms and two full baths upstairs. Access to private porch is from foyer; access to private patio is from dining area.
- Carriage House/L: Consists of kitchen, living room, dining room, one bedroom and full bath downstairs, as well as two bedrooms and full bath upstairs. Access to private patio is from dining room.
- Carriage House/R: Consists of kitchen, living room, dining room, one bedroom and full bath downstairs, as well as two bedrooms and full bath upstairs. Access to private patio is from dining room.

Exhibit B (continued): Unit Descriptions

Meadow House/A: Consists of kitchen, living room, dining room and half bath downstairs; two bedrooms and full bath upstairs. Access to private patio is from dining room.

Meadow House/B: Consists of kitchen, living/dining room and half bath downstairs; two bedrooms and full bath upstairs. Access to private porch is from foyer; access to private patio is from living/dining room.

Meadow House/C: Consists of kitchen, living room, dining room, and half bath downstairs; two bedrooms and full bath upstairs. Access to shared porch is from living room; access to private patio is from dining room.

Meadow House/D: Consists of kitchen, living room, dining room, one bedroom and full bath downstairs; two bedrooms and full bath upstairs. Access to private porch from the kitchen; access to a second shared porch from the foyer.

B 2 0 0 4 1 P 2 2 8

Exhibit C: Percentage Condominium Interest (Legal Phase 1)

Unit No.	Unit % Interest
22A	12.46377%
22B	11.88406%
22C	12.17391%
22D	13.62319%
26A	12.46377%
26B	11.88406%
26C	12.17391%
26D	13.93333%