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OF THE  
OLD COLONY TOWNHOUSE CONDOMINIUM

Old Colony Townhouses Inc., a Massachusetts Corporation having its usual place of business in North Attleboro, Bristol County

Commonwealth of Massachusetts (hereinafter called the "Sponsor" and "Declarant", which terms shall include its successors, assigns and mortgagees) being the owner of certain premises in North Attleboro, Bristol County, Commonwealth of Massachusetts, which premises are hereinafter described, by duly executing and registering this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium to be governed by and subject to the provisions of said Chapter 183A, (including any amendments thereto subsequently enacted) and to that end declares and provides the following:

1. Name

The name of the condominium shall be Old Colony Townhouse Condominium (the "Condominium").

2. Description of Land

The premises which constitute the Condominium consist of two parcels of land with the buildings thereon situated on the Northwesterly side of Broadway in North Attleboro, Bristol County, Massachusetts and consisting of the land described in Exhibit "A" of this Master Deed

Phase I of the Condominium consists of the land described in Exhibit A and the buildings described in Exhibit B of this Master Deed. Pursuant to Paragraph 10 of this Master Deed, the Sponsor reserves the right to add to the Condominium other buildings and improvements thereon ("Additional Phases"). Reference is made to a plan filed herewith showing Phases I through V and more fully described in Exhibit B to this Master Deed.

3. Description of the Buildings

A description of each building on the land comprising the condominium, stating the number of stories, the number of units in each Building, and the principal material of which each is constructed, is set forth in Exhibit B attached hereto and incorporated herein by reference.

SEE B. 3047. P. 68  
SEE B. 3047. P. 63  
SEE B. 3233 P. 212  
SEE B. 3233 P. 217  
See Book 4584 Pg. 139

#### 4. Description and Identification of Units

The designation of each Unit, a statement of its location in the Building, its approximate area, the number of rooms in each Unit, the immediate common area to which the Unit has access, and its percentage interest in the common areas and facilities of the Condominium (the "Common Elements") are set forth in Exhibit C and Exhibit D attached hereto and incorporated herein by this reference.

Each Unit consists of the space enclosed by the intersection of the Vertical Unit Boundaries and the Lower and Upper Unit Boundaries described below:

- (a) Vertical Unit Boundaries: the vertical planes of the innermost unfinished surfaces of the interior walls dividing the Unit from other Units and Common Elements.
- (b) Lower and Upper Unit Boundaries: The Lower Unit boundary is the uppermost face of the floor slab; the upper Unit boundary is the lowermost surface of the Unit roof. All floor joists and structural members shall be part of the Common Elements.

Included within each Unit are the decks, windows (including all glass panes, and the exterior surface thereof) and doors which open from a Unit, and the doors (including all glass panes, and the exterior surface thereof) which open onto the decks, and the portions of the window and door frames appurtenant to such windows and doors, but located beyond the boundary of the Unit. In the course of any repair of a window and door frames located beyond the boundaries of a Unit by Unit Owner, said Unit Owner shall have the right to affect the exterior surfaces thereof; provided, however, said exterior surfaces shall, upon completion of the repair, be put back in the same condition as existed prior to said repair. Each Unit includes the utility lines and appurtenances thereto which fall within its boundaries and serve it but no other Unit.

#### 5. Description of the Common Elements

The common areas and facilities of the Condominium consist of the entire Premises, including all parts of the Buildings and improvements thereon other than the Units and include, without limitation, the following:

- (a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record recorded with Northern Bristol Deeds in Book 2260, Page 123 and

as described in Exhibit A hereof, if any, so far as the same

may now or in the future be in force;

(b) All portions of the Buildings not included in any Unit by virtue of Paragraph 4, supra, including, without limitation, the following to the extent such may exist from time to time.

(1) The foundations, structural members, beams, supports, exterior walls, roof, entrances and exits of the Buildings, gardens, driveways, crawl space, yards, parking spaces, walkways common walls within the Building, and the structural walls or other structural component contained entirely within any Unit.

(1) There is appurtenant to each Unit direct access to driveways, as shown on the Plans referred to in Paragraph 7 hereof and the exclusive right and easement to use those driveways.

(1) The Unit Owner of the Unit which has the benefit of the exclusive rights and easements described in Paragraphs 5(b) (1) (i-ii) shall bear any additional expense incurred by the Condominium Trust in repairing or maintaining driveways, as the case may be, which additional expense was caused by the misuse of said driveways.

(2) The steps and stairways serving more than one Unit and the mailboxes.

(3) Installations of central services such as heat, electric power and hot and cold water, including all equipment attendant thereto, but not including equipment contained within a single Unit;

(4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of services which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid;

(5) All drainage pipes and waste disposal systems except the garbage disposal systems located in the kitchen;

(6) All other apparatus and installations in each Building for common use or necessary or convenient to the existence, maintenance or safety of each building.

(7) Any and all items enumerated by said Chapter 183A, as amended, and located on the Premises.

The Common Elements shall be subject to the provisions of the

hereinafter referred to, and to the Rules and Regulations promulgated with respect to the use thereof.

6. Parking Spaces

All Units shall have as appurtenant to them the exclusive right and easement to use specific parking spaces as shall be shown on the on site Plan for each Phase and such other parking space(s) as may be designated by the Trustees of Old Colony Townhouse Condominium.

All exclusive rights and easements of use with respect to parking spaces shall be conveyed only with the Units to which said rights are appurtenant and shall not be severable from such Unit. The use of parking spaces shall expressly be limited to the parking of registered passenger motor vehicles. Parking spaces shall not be used for parking of trailers, boats and trucks.

7. Floor Plans

Simultaneously with the recording hereof there has been recorded a set of floor plans of the buildings showing the layout, location, unit numbers and dimensions of all the Units, bearing a verified statement of a registered architect, registered professional engineer, or registered lay surveyor, certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the Units as built.

7A. Phasing Lease

The Sponsor, prior to executing this Master Deed, has entered into a lease of the land upon which the proposed additional buildings are to be located. Upon the recording of an amendment to this Master Deed pursuant to Paragraph 10 hereof to add such additional buildings to the Condominium, the lease shall automatically, without further execution or recording of any instrument, terminate as to the land covered by such amendment and all improvements located thereon. The Sponsor reserves for itself, its successors and assigns all the Lessor's interest in said Phasing Lease until said lease is terminated in accordance with the terms thereof.

8. Use of the Units

The Units are to be used solely for residential purposes

and no Unit shall be occupied by more than one family and one other person or more than two (2) persons unrelated by blood or marriage.

The Sponsor may, until all of the Units and Units of Additional Phases have been sold by the Sponsor (a) let or lease Units which have not been sold and (b) use Units owned by the Sponsor as models for display for purposes of sale or leasing of Units. Further, the Sponsor shall be entitled to (a) install signs or fixtures in the Common Elements incident to sales purposes and (b) allow access, ingress and egress to prospective purchasers and sales staff personnel or other parties over and upon the Common Elements, on such days and during such reasonable hours as may be determined by the Sponsor in its sole discretion. The signs, fixtures and other items installed in or upon the Common Elements by the Sponsor to facilitate the sale of Units shall not be considered Common Elements, shall remain the property of the Sponsor, and shall be removed by the Sponsor, at its sole cost and expense. The Sponsor shall pay common charges for each Unit until such time as each such Unit is sold.

**9. Restrictions on Use**

Unless otherwise permitted by an instrument in writing duly executed by the Trustees of the Old Colony Townhouse

Condominium pursuant to the provisions of the By-Laws thereof:

- (a) No Unit shall be used for any purpose other than a purpose permitted under Paragraph 8, supra;
- (b) No Unit and no part of the Common Elements shall be used for business activities of any nature whatever.
- (c) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing and without the written permission of the Trustees of the Old Colony Townhouse Condominium no swing, antenna, sign, banner, or other device, and no exterior change, addition, structure, projections, decoration, or other feature shall be erected or placed upon or attached to any such Unit or any part thereof, no addition to or change or replacement of any exterior light, doorknocker or other exterior hardware shall be made, and no painting or attaching or decorations shall be done on any exterior part of the surface of any Unit not on the interior surface of any window, but this subparagraph (c) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Old Colony Townhouse Condominium

Trust and the following Rules and Regulations.

1. There shall be no obstruction or waste of the common areas and facilities, driveways, courtyards or parking areas, nor shall anything be stored therein without the prior written consent of the Board of Trustees, except as herein or in the By-Laws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
2. Nothing shall be altered, constructed in or removed from the common areas except upon written consent of the Trustees.
3. All maintenance and use by Unit Owners of yards or other common areas and facilities shall be done so as to preserve the appearance and character of the same without modification.
4. All maintenance and use of the Units shall be in a manner consistent with the comfort and convenience of the occupants of other Units.
5. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any other Unit, or do or permit to be done anything which will interfere with the rights, comfort or convenience of other Unit Owners. No electronic equipment shall be operated in any Unit which will cause interference with radio or television reception by other Unit Owners.
6. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common areas and facilities, except dogs, cats or other common household pets, subject to the rules and regulations adopted by the Trustees, provided that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Premises upon three (3) days' written notice from the Trustees. In no event shall any dog be permitted in any portion of the common areas and facilities, unless carried or on a leash, or in any grass or garden plot under any circumstances.
7. The Board of Trustees, or its agents, may request and retain pass keys to each Unit and shall have access to the Unit in case of emergency and, when necessary, to perform repairs, maintenance or restoration to other parts of the building.
8. All damage to any Unit caused by or resulting from the moving or carrying of any article or thing shall be paid for by the Unit Owner responsible for the presence of such article. Any damage to the building or the common areas or facilities caused by children or guests shall be repaired by the parents of such children. Unit Owners shall be held responsible for the actions of their children, guests or children, and

guests of the Unit Owners.

9. Without the written consent of the Trustees, nothing will be done or kept in any Unit or in the common areas which will increase the rates of insurance or jeopardize insurance or future insurance on the land or building or which would be in violation of any law, ordinance, rule or regulation of any public authority having jurisdiction.
10. No Unit Owner or occupant or any of his agents, servants, employees, licensees, guest or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance except such lighting and cleaning fluids as are customary for residential use.
11. Unit Owners will be responsible for the actions of their guests. If a guest creates a nuisance to any Unit Owner, the Trustees have the right to request that the guest leave. Responsibility for such supervision shall rest with the Unit Owner who is the host of the guest.
12. Any consent or approval given under those Rules and Regulations may be added to, amended or revoked at any time by the Board of Trustees.
13. These Rules and Regulations are adopted for the benefit of each Unit Owner and the Trustees of the Old Colony Townhouse Condominium and may be enforceable by them or any of them, insofar as permitted by law. These Rules and Regulations have been adopted pursuant to the Declaration of Trust creating the Old Colony Townhouse Condominium and including its By-Laws, all of which remain applicable.

These provisions shall be for the benefit of the owners of all the Units and the Trustees of the Old Colony Townhouse Condominiums shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual, and to that end may be extended by said Trustees 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 ownership thereof.

10. Amendments Adding Phases

It is the present intention of the Sponsor to complete Additional Phases of the Condominium containing certain buildings and improvements thereon and to add Phases II - VI inclusive, as shown on the plan referred to in Exhibit B to this Master Deed,

(hereinafter the "Plan") as follows:

<u>Phase</u>	<u>Maximum Number of Units</u>	<u>Buildings #</u>
II	12	Building 2
III	10	Building 3
IV	12	Building 4
V	7	Building 5
VI	15	Building 6

The additional buildings shall contain no more than fifty-six (56) condominium units in total. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS MASTER DEED, THE SPONSOR RESERVES TO ITSELF, ITS SUCCESSORS OR ASSIGNS, THE RIGHTS, WITHOUT THE CONSENT OF ANY UNIT OWNER OR MORTGAGEE OF A UNIT IN EITHER PHASE I OR ANY SUBSEQUENT PHASE, TO AMEND THIS MASTER DEED, FROM TIME TO TIME, SO AS TO SUBJECT TO CHAPTER 183A, OF THE MASSACHUSETTS GENERAL LAWS AND THIS MASTER DEED, SAID ADDITIONAL BUILDINGS AND UNITS, ALL AS ABOVE DESCRIBED. Any such amendments shall contain, with regard to the building or buildings and Units involved, all of the particulars required by said Chapter 183A and from and after the recording of each such amendment, the Condominium shall include the additional building or buildings and the Units referred to in such amendment. No amendment shall be effective until recorded at the Northern Bristol County Registry of Deeds. Upon recording of such amendment, the Units thereby added to the Condominium shall be owned in fee by the Sponsor, or its successor or assigns, for its own account.

The rights reserved to the Sponsor, or its successors or assigns, in this section, shall expire on the fifth (5th) anniversary of the recording of this Master Deed, unless expressly extended for an additional period of two (2) years by the then existing Trustees of the Old Colony Townhouse Condominium in office on the fourth (4th) anniversary of the recording of this Master Deed.

The Sponsor further reserves to itself, its successors and assigns at such time(s) as Additional Phases are added to the Condominium the right to grant to Unit Owners exclusive, and non-exclusive rights and easements to certain areas of the Common Elements contained in Phase I and Additional Phases similar to those rights and easements as contained in this Master Deed. The



Sponsor hereby reserves unto itself, its agents, employees, successors and assigns the right (a) of access to all Phases shown on the Plan; (b) to use those portions of the Common Elements it deems reasonably necessary or convenient in connection with the rehabilitation of Buildings in Additional Phases; (c) to use, connect to and extend all roads, utilities and easements and rights of way located on the Premises marked as Phase I on the plan, for service to the Additional Phases, including but not limited to telephone, electric, gas, water, sewer, television and internal communication lines. All rights reserved by the Sponsor in this paragraph shall be exercised in a manner which shall not interfere with rights granted to individual Unit Owners.

If, as and when Additional Phases are added to the Condominium, the percentage interests in the common areas and facilities of all Units in such Additional Phases, and the number, size, layout and location of the Units, shall be set forth, respectively, in the Amendments creating said Additional Phases.

Sponsor, or its successors in title to said Phases II through VI as applicable, shall have the right, prior to the execution and recording of the Amendment creating each such Phase, to change the number, size, layout, location and percentage interest in the Common Elements set forth in any amendment to this Master Deed with respect to Units in a Phase or Phases which have not been created by Amendments to this Master Deed, but no such Amendment or change shall affect the aggregate percentage interest of any Phase created of record by this Master Deed or any Amendment thereto.

Sponsor further reserves the right for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create subsequent Phases of the Condominium, as set forth above, and may, in its discretion record a statement to said effect with and upon the recording of said instrument, the right hereinbefore reserved to create subsequent Phases shall thereby terminate upon the date of said recording.

#### 11. Amendments

Except as set forth in Paragraph 10, supra, this Master Deed may be amended only by an instrument in writing (a) signed by owners of Units entitled to more than seventy-five percent (75%) of the

undivided interest in the common areas and facilities and assented to by all holders of all mortgages on such Units, and (b) signed and acknowledged by a majority of the Trustees of the Old Colony Townhouse Condominium and (c) duly recorded with Northern Bristol County Registry of Deeds.

PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions or use of any Unit or the exclusive areas appurtenant thereto shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) Except as provided herein, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners;
- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A shall be of any force or effect; and
- (e) No instrument of amendment which alters any rights reserved by or to the Sponsor or its successors or assigns under the Master Deed or any amendment hereto shall be of any force or effect unless same has been signed by the Sponsor or its successors or assigns.
- (f) No instrument of amendment affecting any unit which impairs the security of a mortgage of record thereon shall be of any force or effect unless the same has been assented to by such mortgage holder.
- (g) No instrument of amendment which would, in any manner, disqualify mortgages of units for sale to FNMA or FHLMC shall be of any force or effect.
- (h) \*\* See below

12. Trust

The Trust which the Unit Owners will manage and regulate the Condominium established hereby is

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

(h) \*\* Amendments correcting technical errors in the terms of the Articles of this Master Deed which do not impair the voting rights or substitution rights of the Unit owners and Unit mortgagees shall be allowed to be made by the Sponsor without first obtaining the vote of the Unit owners as hereinabove specified.

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:

Francis X. Carnata	P.O. Box 317 Foxboro, Mass. 02135
Ruth Nyren	3 Louise Drive Foxboro, Mass. 02135
James A. Carnata	22 Hitchcock Lane Attleboro, Mass. 02703

13. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines Located Inside the Units

Each Unit Owner and the Condominium Trust shall have an easement in common with the owners of all other Units for use and repair of all pipes, wires, ducts, flues, cables, conduits, and public utility lines within the Common Elements or in any of the Units of the Condominium serving his Unit or the Common Elements. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Condominium Trust for use and repair of pipes, wires, ducts, flues, cables, conduits and public utility lines serving the Common Elements or such other Units and located in such Unit. The use and repair rights hereabove described shall be reasonably exercised so as to minimize interferences with the use and occupancy of the Units and Common Elements subject to said easement rights and the party exercising said right shall repair and restore any loss or damage to any Unit (including the personal property contained in said Unit) or to the Common Elements resulting from the exercise of said rights to the extent the loss or damage is not covered by applicable insurance policies. The Board of Trustees shall have a right of access to each Unit to inspect the same, and maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

14. Units Subject to Master Deed, Condominium Trust, By-Laws, Rules and Regulations and Unit Deed

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, Condominium Trust, and By-Laws, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenant 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 the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

15. Encroachments

If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as a result of: (1) the settling of a building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities of any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Old Colony Townhouse Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of a building or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

16. Agreement of Rights and Obligations

The Sponsor and Unit Owners hereby agree as follows:

- (a) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgage lender or a mortgage of sponsor shall be exempt from any right of first refusal which may be adopted by the unit owners hereafter and incorporated in this master deed or the condominium trust;

- (b) That any bona fide first mortgage lender or a mortgagee of Sponsor who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;
- (c) That unless all the bona fide first mortgage lenders holding mortgages on the individual Units and all mortgagees of Sponsor at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:
- (i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) changes the pro rata interest or obligations of any individual Unit for the purposes 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 elements, except as is set forth in Paragraph 10, supra;
  - (iii) partition or subdivide any Unit;
  - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, PROVIDED, HOWEVER, that the granting of easements for public utility for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage areas, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the Condominium.
- (d) That all taxes, assessments, and charges which may become liens prior to the first mortgage and all mortgagees of Sponsor under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- (e) That in no case shall any provision of the Master Deed of the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for

losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

- (f) That a bona fide first mortgage lender and all mortgagees of Sponsor, upon written request to the Trustees of the Condominium Trust, will be entitled to:
- (i) written notification from the Trustees of the Condominium of any default by its borrower who is an Owner of a Unit with respect to any obligations of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days.
  - (ii) inspect the books and records of the Condominium Trust during normal business hours;
  - (iii) receive an annual statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
  - (v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.
- (g) That no agreement for professional management of the Condominium or any other contract with Sponsor may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (h) Reference to Sponsor shall include a mortgagee of Sponsor who or which acquires title to the Premises by foreclosure or a deed in lieu of foreclosure.

The Sponsor intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. See Exhibit E of this Master Deed.

17. Chapter 183A

The Units and Common Elements, and Unit Owners and Trustees of the Old Colony Townhouse Condominium Trust

and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of any portion thereof from the provisions of said

Chapter 183A.

18. Invalidity

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

19. Waiver

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

20. 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 nor the intent of any provisions hereof.

21. Conflicts

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

22. Liability

The obligations of the Sponsor of this Master Deed and its beneficiaries, heirs, devisees, legatees, executors, administrators, personal representatives, successors and assigns shall be limited to the interest of the Sponsor in the Premises herein described, and neither the Sponsor nor its beneficiaries, heirs, devisees, legatees, executors, administrators, personal representatives, successors or assigns shall be individually or personally liable with respect to any of the covenants, agreements or obligations herein contained except only to the extent of the interest of the Sponsor in the Premises.

23. Definitions

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

IN WITNESS WHEREOF, the said Old Colony Townhouses, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Randall B. Tatro, its President and Ronald G. McElman, its Treasurer, hereto duly authorized, this 25th day of November, 1985.

Joseph J. Pruell  
Joseph J. Pruell

Old Colony Townhouses, Inc.  
By Randall B. Tatro  
President  
Ronald G. McElman  
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

November 25, 1985

Then personally appeared Randall B. Tatro and Ronald G. McElman  
President and Treasurer as aforesaid and acknowledged the foregoing instrument  
to be the free act and deed of Old Colony Townhouses, Inc., before me

Joseph J. Pruell  
Joseph J. Pruell-Notary Public

My commission expires: January 13, 1989



OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT "A"

The land with the building thereon in North Attleborough, Bristol County, Massachusetts, shown as Lots 1 and 2 on a plan entitled "Plan of Land in North Attleborough, Mass.", dated April 12, 1982, drawn by Norwood Engineering Co., Inc., and recorded with Northern Bristol County Registry of Deeds in Plan Book 197, Page 20.

Containing 232,235 square feet more or less of land according to said plan.

Premises are conveyed subject to and with the benefit of the rights contained in deeds recorded with Northern Bristol deeds in Book 1376, Page 354 and in Book 1384, Page 700.

Premises are conveyed subject to a taking by the Board of Selectmen of the Town of North Attleborough, recorded with Northern Bristol Deeds in Book 1562, Page 580 insofar as the same is now in force and applicable.

For title see Northern Bristol Deeds Book 2260, Page 123 and deed recorded herewith.

See also plan entitled "Phase I Site Plan of Land of 'Old Colony Townhouse Condominium' in North Attleborough, Mass." dated November 5, 1985, drawn by Norwood Engineering Co., Inc., and recorded with Northern Bristol County Registry of Deeds herewith.



OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT "C"

Percentage interest in Common Areas and Facilities of Units in Phase I initially and upon the creation of additional Phases for the Condominium.

Unit No.	Phase I	If Phase I & II	If Phase I, II & III	If Phase I, II, III & IV	If Phase I, II, III IV & V	If Phase I, II, III IV, V & VI
1	8.3333	4.1666	2.9412	2.1739	1.8868	1.470588
2	"	"	"	"	"	"
3	"	"	"	"	"	"
4	"	"	"	"	"	"
5	"	"	"	"	"	"
6	"	"	"	"	"	"
7	"	"	"	"	"	"
8	"	"	"	"	"	"
9	"	"	"	"	"	"
10	"	"	"	"	"	"
11	"	"	"	"	"	"
12	"	"	"	"	"	"
13	"	"	"	"	"	"
14	"	"	"	"	"	"
15	"	"	"	"	"	"
16	"	"	"	"	"	"
17	"	"	"	"	"	"
18	"	"	"	"	"	"
19	"	"	"	"	"	"
20	"	"	"	"	"	"
21	"	"	"	"	"	"
22	"	"	"	"	"	"
23	"	"	"	"	"	"
24	"	"	"	"	"	"
25	"	"	"	"	"	"
26	"	"	"	"	"	"
27	"	"	"	"	"	"
28	"	"	"	"	"	"
29	"	"	"	"	"	"
30	"	"	"	"	"	"
31	"	"	"	"	"	"
32	"	"	"	"	"	"
33	"	"	"	"	"	"
34	"	"	"	"	"	"
35	"	"	"	"	"	"

Unit No.	Phase I	Phase I & II	Phase I, II & III	Phase I, II, III & IV	Phase I, II, III, IV & V	Phase I, II, III, IV, V & VI
36				"	"	"
37				"	"	"
38				"	"	"
39				"	"	"
40				"	"	"
41				"	"	"
42				"	"	"
44				"	"	"
45				"	"	"
46				"	"	"
47					"	"
48					"	"
49					"	"
50					"	"
51					"	"
52					"	"
53					"	"
54					"	"
55					"	"
56					"	"
57					"	"
58					"	"
59					"	"
60					"	"
61					"	"
62					"	"
63					"	"
64					"	"

NOTE: The percentage ownership interest of each unit in the common areas and facilities has been determined upon the basis of the approximate relation that the fair value of each unit measured as of the date of the Master Deed bears to the aggregate fair value of all units declared, also measured as of the date of this Master Deed. An amended Exhibit C setting forth percentage ownership interest for units included in subsequent phases in keeping with the above formula shall be recorded with the inclusion of each subsequent phase.

MASTER DEEDEXHIBIT "D"PHASE I UNITS

Unit	Location	*(Square Feet) Approximate Area	** No. Of Rooms
1	ground	1,772 sq. ft.	5
2	ground	1,761 sq. ft.	5
3	ground	1,761 sq. ft.	5
4	ground	1,761 sq. ft.	5
5	ground	1,761 sq. ft.	5
6	ground	1,761 sq. ft.	5
7	ground	1,761 sq. ft.	5
8	ground	1,761 sq. ft.	5
9	ground	1,761 sq. ft.	5
10	ground	1,761 sq. ft.	5
11	ground	1,761 sq. ft.	5
12	ground	1,772 sq. ft.	5

\* Approximate area includes basement area.

\*\* Exclusive of bathrooms and basement.

Parking Areas: Each unit shall have the benefit of two parking spaces in areas immediately adjacent to said units and shown on the site plan for each Phase. Specific parking spaces may be designated by the Trustees of Old Colony Townhouse Condominium.

All Units: described herein have immediate access to Common Areas and facilities by way of steps, low area and driveways.

MASTER DEED  
EXHIBIT E

SECONDARY MARKET REQUIREMENTS

It is the intention of the Declarant that the Condominium conform to and comply with Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary elsewhere in the Condominium Constituent Documents contained:

A. Definitions

Owners' Association- the organization or entity through which the Unit owners of the Condominium manage and regulate the Condominium established by the Master Deed; where the context so permits or requires, reference to Owners' Association shall be deemed to include those persons appointed or elected to manage and direct the Owners' Association.

Condominium Constituent Documents- the Master Deed, the instrument creating the Owners' Association, its By-Laws and any rules and regulations promulgated pursuant thereto.

Eligible Mortgage Holders- those holders of a first mortgage on a unit who have requested the Owners' Association to notify them of any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

Declarant- the person or entity who owns the premises described in the Master Deed being submitted to the provisions of the Condominium Laws.

B. FNMA Provisions:

1. Availability of Project Documents- The Owners' Association shall have current copies of the Condominium Constituent Documents as well as its own books, records and financial statements available for inspection by unit owners or by holders, insurers and guarantors of first mortgages that are secured by units in the Condominium. Such documents shall be available during normal business hours or under other reasonable circumstances.

In addition, the Owners' Association shall provide and audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a unit in the Condominium submits a written request for it.

2. Amendments to Documents- The unit owners shall have the right to amend the Condominium Constituent Document as elsewhere provided. Eligible Mortgage Holders also shall have the right

to join in the decision making about certain amendments to the Condominium Constituent Documents. Material provisions of the Condominium Constituent Documents may be amended by unit owners representing at least 67% of the total allocated votes in the Owners' Association, unless a higher percentage is elsewhere stated in the Condominium Constituent Documents or by law is required, if approved by Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Holders. A change to any of the following shall be considered as material:

voting rights;

assessments, assessment liens, or subordination of assessment liens;

reserve for maintenance, repair and replacement of common areas;

responsibility for maintenance and repairs;

reallocation of interests in the general or limited common areas, or rights to their use;

boundaries of any unit;

convertibility of units into common areas or vice versa;

expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except as herein provided with respect to the addition of phases;

insurance or fidelity bonds;

leasing of units;

imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

a decision by the Owners' Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;

restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;

any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property shall require the assent of Eligible Mortgage

Holders representing at least 57% of the votes of the mortgaged units.

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement, Eligible Mortgage Holder approval shall be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

3. Encroachments- If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results either in the common areas encroaching on any unit, or in a unit encroaching on the common areas or another unit, a valid easement shall be created for both the encroachment and its maintenance. The easement shall extend for whatever period the encroachment exists.

4. Condemnation, Destruction or Liquidation

(1) In the event of any taking by condemnation or destruction from an insurable hazard or liquidation of assets of the Condominium resulting in losses or proceeds, the Owners' Association shall be designated to represent the unit owners in any proceedings, negotiations, settlements or agreements. Each unit owner hereby appoints the Owners' Association as an attorney-in-fact for this purpose. With respect to proceeds received as a result of condemnation proceedings, the Owners' Association shall first determine the nature and degree of the taking upon the common areas and facilities and to the units affected thereby, and shall retain a just proportion of such proceeds received to the extent that such taking affected common areas and facilities and shall pay to those unit owners whose units have been affected by any such taking a just proportion of the balance of the proceeds received.

(2) Any proceeds from the settlement shall be payable to the Owners' Association, or the insurance trustee, if any, for the benefit of the unit owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium shall be paid to the Unit Owners in proportion to their respective beneficial interests in the common areas and facilities.

5. Rights of Mortgage Holders, Insurers or Guarantors.

The holder, insurer or guarantor of the mortgage on any unit in the Condominium shall be entitled to timely written notice of:

any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage;

any sixty (60) days delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and



any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

6. Phasing In addition to all other requirements established by the Master Deed with respect to the addition of phases, the following shall control with respect thereto:
- (a) The right of the Declarant to add phases by amendment to the Master Deed shall expire no later than seven (7) years from the date the Master Deed is recorded.
  - (b) Assessments for common area charges and expenses, attributable to each unit, and the right of each unit to exercise its voting rights, shall commence upon recording of the Master Deed with respect to Phase I, and upon recording of the amendment to the Master Deed adding the Phase in which the unit is a part.
  - (c) All improvement intended for future phases shall be substantially completed prior to the addition of the Phase.
  - (d) All future improvements shall be consistent with the initial improvements in terms of quality of construction.

C. FHLMC Provisions:

- (1) Any "right of first refusal" contained in the Condominium Constituent Documents shall not impair the rights of a first mortgagee to:
- (a) foreclose or take title to a condominium until pursuant to the remedies provided in the mortgage, or
  - (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
  - (c) sell or lease a unit acquired by the mortgagee.
- (2) Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.
- (3) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Owners' Association shall not be entitled to:
- (a) by act or omission, seek to abandon or terminate the Condominium;
  - (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of:
    - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
    - (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber sell or transfer the common elements, (The granting of easement for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or the common elements) for other than the repair, replacement or reconstruction of such condominium property.

(4) Consistent with Massachusetts law, all taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(4) Consistent with Massachusetts law, all taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(5) No unit owner, or any other party, shall have priority over any rights of the first mortgage of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(6) Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(7) A first mortgagee, upon request, will be entitled to written notification from the Owners Association of any default in the performance by the individual unit owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.

(8) Any agreement for professional management of the Condominium or any other contract provided for services of the Declarant may not exceed three (3) years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

#### D. Conflicts

In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FIDMC with respect to any action or non-action to be taken by the Owners' Association, or with respect to any other matter, the one with the greater numerical requirement shall control.

REC'D DEC 3 1985 AT 10-30 A.M. AND RECORDED

24722

AMENDMENT TO  
MASTER DEED

OF

OLD COLONY TOWNHOUSE CONDOMINIUM

Old Colony Townhouses, Inc., a Massachusetts corporation, having its principal place of business in Norwood, Norfolk County, Commonwealth of Massachusetts, being the "Sponsor" and "Declarant" and owner of certain premises as described in Master Deed of the Old Colony Townhouse Condominium, dated November 25, 1985, and recorded on December 3, 1985, with Norfolk County Registry of Deeds in Book 2863, Page 89, does hereby amend said Master Deed subject to the provisions of Chapter 183A as authorized by Paragraph #10 of said Master Deed as follows:

Phase II is added to Master Deed with twelve (12) Units in Building designated as Building No. Two as described in Exhibit B1 attached hereto.

The said Master Deed, wherever referred to in this amendment, and wherever the provisions of said Master Deed are applicable to these amendments, is hereby incorporated and made a part of this amendment.

See BI, CI and DI attached herewith.

IN WITNESS WHEREOF, the said Old Colony Townhouses, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Randall B. Tatro, its President and Ronald G. McElman its Treasurer, hereby duly authorized this 16<sup>th</sup> day of June in the year one thousand nine hundred and eighty-six.

OLD COLONY TOWNHOUSES, INC

By Randall B. Tatro  
Randall B. Tatro - President

By Ronald G. McElman  
Ronald G. McElman - Treasurer

Signed and Sealed  
in the Presence of:

Joseph P. Russell

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

Jan 16, 1986

Then personally appeared the above-named Randall B. Tatro, President as aforesaid and Ronald G. McElman, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Old Colony Townhouses, Inc. before me.

Joseph P. Bull  
Notary Public

My Commission Expires: Jan 13, 1989

OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT BI

There is one (1) building as shown on the plan representing Phase II referred to herein. Said building is designated thereon as building No. 2 and same contains twelve (12) units. Phase II shall also include the land described in Exhibit "A" of this Master Deed.

The building has two (2) floors, and a basement. Each building is wood-frame with wood exteriors, and is built on a concrete foundation. The windows contain insulated glass. The exterior doors are of insulated metal. There are no storm windows or doors. The roof is pitched and has asphalt shingles.

The consumption of electricity in each unit is metered separately. Each unit is heated by electricity and has a electric fired hot water tank. Each unit is also served by a central air conditioning unit.

Phase I and proposed Phase II through VI inclusive, are shown on a plan entitled "Phasing Plan 'Old colony Townhouse Condominium' Plan of Land in North Attleborough, Mass.", dated November 5, 1985, drawn by Norwood Engineering Co., Inc., and recorded with Northern Bristol County Registry of Deeds in Plan Book 227, at pages 72, 73 and 74. Phase II is shown on a plan entitled "Phase II Site Plan of Land 'Old Colony Townhouse Condominium' in North Attleborough, Mass.", dated May 27, 1986, drawn by Norwood Engineering Co., Inc., and recorded herewith.

OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT CI

Percentage Interest in Common Areas and Facilities of Units in  
Phases I and II Upon the Creation of Phase II of the Condominium.

<u>Unit No.</u>	<u>Phase II</u>
13	4.1666
14	4.1666
15	4.1666
16	4.1666
17	4.1666
18	4.1666
19	4.1666
20	4.1666
21	4.1666
22	4.1666
23	4.1666
24	4.1666

OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT DI

PHASE II UNITS

<u>UNIT</u>	<u>LOCATION</u>	<u>*(Square Feet) APPROXIMATE AREA</u>	<u>** # OF ROOMS</u>
13	Ground	1777	5
14	Ground	1765	5
15	Ground	1799	5
16	Ground	1783	5
17	Ground	1776	5
18	Ground	1774	5
19	Ground	1781	5
20	Ground	1775	5
21	Ground	1779	5
22	Ground	1781	5
23	Ground	1782	5
24	Ground	1788	5

\* Approximate area includes basement area.

\*\* Exclusive of bathrooms and basement.

PARKING AREAS: Each unit shall have the benefit of two (2) parking spaces in areas immediately adjacent to said units, the specific parking spaces being shown on the site plan for Phase II.

ALL UNITS: described herein have immediate access to Common Areas and Facilities by way of decks, steps, courtyards and driveways.

RECD JUN 25 1986 AT 9 - 00 AM AND RECORDED

AMENDMENT TO MASTER DEED

OLD COLONY TOWNHOUSE CONDOMINIUM

Pursuant to Article numbered 11 (h) of the Master Deed of Old Colony Townhouse Condominium dated November 25, 1985 and recorded on December 3, 1985 in Book 2863, Page 89 of Northern Bristol County Registry of Deeds and further in conformity with Article numbered 10 of said Master Deed the following amendments to said Master Deed are hereby made:

1. The tenth line of Article numbered 2 of said Master Deed at Northern Bristol County Registry of Deeds Book 2863, Page 89 is amended to read "Phase I and VI and more fully described in Exhibit B".

2. Article numbered ten (10) at Northern Bristol County Registry of Deeds Book 2863, Page 96, the eighth and tenth line from the bottom of said page the words "recording" shall be deleted to read "date" inserted in place thereof.

3. Paragraph ten (10), at Book 2863, Page 97 of said Northern Bristol County Registry of Deeds, the fourth line from the end of said Article numbered ten (10), the words "Northern Bristol County Registry of Deeds" shall be inserted in the blank space provided in said recorded Master Deed.

4. Article numbered twelve (12) is amended to add the words "Old Colony Townhouse Condominium Trust" in the place of the blank space shown on said Master Deed.

5. Exhibit C is amended to add to the columns marked "Unit No." and the column marked "If Phase I, II, III, IV, V and VI" the following references to Units:

"65"	1.470588
"66"	1.470588
"67"	1.470588
"68"	1.470588

6. The third paragraph of Exhibit B of said Master Deed is amended to read that each unit is heated by electricity and has an electric hot water heater, instead of references to gas heat and gas hot water heaters. Said Exhibit B is also amended by adding thereto the sentence "Each unit is also served by a central air conditioning unit.

7. Paragraph numbered five (5) of said Master Deed is amended by adding thereto subparagraph (8) as follows: (8) Each unit owner shall have the exclusive use of any decks, stairways at the rear of said unit and bulkhead accessing the basement of said unit, all as are shown on the site plan for each phase of this project.

The foregoing amendment is intended to correct a technical mistake in said Master Deed.



Norwood Cooperative Bank as the holder of two mortgages and an assignment of Rents assents of said amendment.

Executed as an instrument under seal this 16<sup>th</sup> day of June, 1986.

NORWOOD COOPERATIVE BANK  
BY Terrill H. Cowan  
Vice President

OLD COLONY TOWNHOUSES, INC.  
BY Ronald G. McElman  
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

Jun 16, 1986

Then personally appeared the above-named Terrill H. Cowan, Vice President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the Norwood Cooperative Bank, before me

Joseph J. Pruell  
Joseph J. Pruell - Notary Public

My Commission Expires: January 13, 1989

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

Jun 16, 1986

Then personally appeared the above-named Ronald G. McElman, Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the Old Colony Townhouses, Inc., before me

Joseph J. Pruell  
Joseph J. Pruell - Notary Public

My Commission Expires: January 13, 1989

REC'D JUN 25 1986 AT 9 - 00 AM AND RECORDED

AMENDMENT TO  
MASTER DEED  
OF  
OLD COLONY TOWNHOUSE CONDOMINIUM

Old Colony Townhouses, Inc., a Massachusetts corporation, having its principal place of business in Norwood, Norfolk County, Commonwealth of Massachusetts, being the "Sponsor" and "Declarant" and owner of certain premises as described in Master Deed of the Old Colony Townhouse Condominium, dated November 25, 1985, and recorded on December 3, 1985, with Bristol County Registry of Deeds in Book 2863, Page 89, as amended, does hereby amend said Master Deed subject to the provisions of Chapter 183A as authorized by Paragraph #10 of said Master Deed as follows:

Phase III is added to Master Deed with Ten (10) Units in Building designated as Building No. Three as described in Exhibit B1 attached hereto.

The said Master Deed, wherever referred to in this amendment, and wherever the provisions of said Master Deed are applicable to these amendments, is hereby incorporated and made a part of this amendment.

See B1, C1 and D1 attached hereto.

IN WITNESS WHEREOF, the said Old Colony Townhouses, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Ronald G. McElman its Treasurer, hereby duly authorized this 4th day of December in the year one thousand nine hundred and eighty-six.

For Authority See  
Northern Bristol Deeds  
Book 2863, Page 182.

OLD COLONY TOWNHOUSES, INC.

By Ronald G. McElman  
Ronald G. McElman-Treasurer

Signed and Sealed in  
the Presence of:

Joseph J. Puello

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 4, 1986

Then personally appeared the above-named Ronald G. McElman  
Treasurer as aforesaid and acknowledged the foregoing instrument to be the free  
act and deed of Old Colony Townhouses, Inc., before me.

  
\_\_\_\_\_  
Joseph J. Prusak - Notary Public

My Commission Expires: January 13, 1989

OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT BI

There is one (1) building as shown on the plan representing Phase III referred to herein. Said building is designated thereon as building No. 3 and same contains ten (10) units. Phase III shall also include the land described in Exhibit "A" of this Master Deed.

The buildings has two (2) floors, and a basement. Each building is wood-frame with wood exteriors, and is built on a concrete foundation. The windows contain insulated glass. The exterior doors are of insulated metal. There are no storm windows or doors. The roof is pitched and has asphalt shingles.

The consumption of electricity in each unit is metered separately. Each unit is heated by electricity and has a electric fired hot water tank. Each unit is also served by a central air conditioning unit.

Phases I, II and III and proposed Phase IV through VI inclusive, are shown on a plan entitled "Phasing Plan 'Old Colony Townhouse Condominium' Plan of Land in North Attleborough, Mass.", dated November 5, 1985, drawn by Norwood Engineering Co., Inc., and recorded with Northern Bristol County Registry of Deeds in Plan Book 227, at pages 72, 73 and 74. Phase III is shown on a plan entitled "Phase III Site Plan of Land 'Old Colony Townhouse Condominium' in North Attleborough, Mass.", dated October 24, 1986, drawn by Norwood Engineering Co., Inc., and recorded herewith.

## OLD COLONY TOWNHOUSE CONDOMINIUM

## MASTER DEED

EXHIBIT CI

Percentage Interest in Common Areas and Facilities of Units in Phases I, II and III upon the Creation of Phase III of the Condominium.

<u>Unit No.</u>	<u>Phase III</u>	<u>Unit No.</u>	<u>Phase III</u>
1	2.9412	19	2.9412
2	2.9412	20	2.9412
3	2.9412	21	2.9412
4	2.9412	22	2.9412
5	2.9412	23	2.9412
6	2.9412	24	2.9412
7	2.9412	25	2.9412
8	2.9412	26	2.9412
9	2.9412	27	2.9412
10	2.9412	28	2.9412
11	2.9412	29	2.9412
12	2.9412	30	2.9412
13	2.9412	31	2.9412
14	2.9412	32	2.9412
15	2.9412	33	2.9412
16	2.9412	34	2.9412
17	2.9412		
18	2.9412		

## OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT DI

PHASE III UNITS

<u>UNIT</u>	<u>LOCATION</u>	<u>*(Square Feet) APPROXIMATE AREA</u>	<u>**# OF ROOMS</u>
25	Ground	1754	5
26	Ground	1777	5
27	Ground	1761	5
28	Ground	1766	5
29	Ground	1775	5
30	Ground	1774	5
31	Ground	1768	5
32	Ground	1774	5
33	Ground	1785	5
34	Ground	1782	5

\* Approximate area includes basement area.

\*\* Exclusive of bathrooms and basement.

PARKING AREAS: Each unit shall have the benefit of two (2) parking spaces in areas immediately adjacent to said units, the specific parking spaces being shown on the site plan for Phase III.

ALL UNITS: described herein have immediate access to Common Areas and Facilities by way of decks, steps, courtyards and driveways.

REC'D DEC 5 1986 AT 12 - 21 PM AND RECORDED

AMENDMENT TO  
MASTER DEED  
OF  
OLD COLONY TOWNHOUSE CONDOMINIUM

Old Colony Townhouses, Inc., a Massachusetts corporation, having its principal place of business in Norwood, Norfolk County, Commonwealth of Massachusetts, being the "Sponsor" and "Declarant" and owner of certain premises as described in Master Deed of the Old Colony Townhouse Condominium, dated November 25, 1985, and recorded on December 3, 1985, with Bristol County Registry of Deeds in Book 2863, Page 89, as amended, does hereby amend said Master Deed subject to the provisions of Chapter 183A as authorized by Paragraph #10 of said Master Deed as follows:

Phase IV is added to Master Deed with twelve (12) Units in Building designated as Building No. Four as described in Exhibit B1 attached hereto.

The said Master Deed, wherever referred to in this amendment, and wherever the provisions of said Master Deed are applicable to these amendments, is hereby incorporated and made a part of this amendment.

See B1, C1 and D1 attached hereto.

IN WITNESS WHEREOF, the said Old Colony Townhouses, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Ronald G. McElman, Its Treasurer, hereby duly authorized this 4th. day of December in the year one thousand nine hundred and eighty-six.

OLD COLONY TOWNHOUSES, INC.

For Authority see  
Northern Bristol Deeds  
Book 2853, Page 182.

By Ronald G. McElman  
Ronald G. McElman-Treasurer

Signed and Sealed in  
the Presence of:


Joseph J. Russell

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 4, 1986

Then personally appeared the above-named Ronald G. McElman, Treasurer,  
as aforesaid and acknowledge the foregoing instrument to be the free act and deed  
of Old Colony Townhouses, Inc., before me.

  
\_\_\_\_\_  
Joseph J. Friel - Notary Public

My Commission Expires: January 13, 1989



OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT B1

There is one (1) building as shown on the plan representing Phase IV referred to herein. Said building is designated thereon as Building No. 4 and same contains twelve (12) units. Phase IV shall also include the land described in Exhibit "A" of this Master Deed.

The building has two (2) floors, and a basement. Each building is wood-frame with wood exteriors, and is built on a concrete foundation. The windows contain insulated glass. The exterior doors are of insulated metal. There are no storm windows or doors. The roof is pitched and has asphalt shingles.

The consumption of electricity in each unit is metered separately. Each unit is heated by electricity and has a electric fired hot water tank. Each unit is also served by a central air conditioning unit.

Phases I, II, III and IV and proposed Phase V through VI inclusive, are shown on a plan entitled "Phasing Plan 'Old Colony Townhouse Condominium' Plan of Land in North Attleborough, Mass.", dated November 5, 1985, drawn by Norwood Engineering Co., Inc., and recorded with Northern Bristol County Registry of Deeds in Plan Book 227, at pages 72, 73 and 74. Phase IV is shown on a plan entitled "Phase IV Site Plan of Land 'Old Colony Townhouse Condominium' in North Attleborough, Mass.", dated October 24, 1986, drawn by Norwood Engineering Co., Inc., and recorded herewith.

BOOK 3233 PAGE 220  
OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT CI

Percentage Interest in Common Areas and Facilities of Units in Phases I, II, III and IV Upon the Creation of Phase IV of the Condominium.

<u>Unit No.</u>	<u>Phase IV</u>	<u>Unit No.</u>	<u>Phase IV</u>
1	2.1739	24	2.1739
2	2.1739	25	2.1739
3	2.1739	26	2.1739
4	2.1739	27	2.1739
5	2.1739	28	2.1739
6	2.1739	29	2.1739
7	2.1739	30	2.1739
8	2.1739	31	2.1739
9	2.1739	32	2.1739
10	2.1739	33	2.1739
11	2.1739	34	2.1739
12	2.1739	35	2.1739
13	2.1739	36	2.1739
14	2.1739	37	2.1739
15	2.1739	38	2.1739
16	2.1739	39	2.1739
17	2.1739	40	2.1739
18	2.1739	41	2.1739
19	2.1739	42	2.1739
20	2.1739	43	2.1739
21	2.1739	44	2.1739
22	2.1739	45	2.1739
23	2.1739	46	2.1739

## OLD COLONY TOWNHOUSE CONDOMINIUM

MASTER DEED

EXHIBIT DI

PHASE II UNITS

<u>UNIT</u>	<u>LOCATION</u>	<u>*(Square Feet) APPROXIMATE AREA</u>	<u>** # OF ROOMS</u>
35	Ground	1779	5
36	Ground	1783	5
37	Ground	1783	5
38	Ground	1786	5
39	Ground	1778	5
40	Ground	1786	5
41	Ground	1777	5
42	Ground	1784	5
43	Ground	1777	5
44	Ground	1785	5
45	Ground	1780	5
46	Ground	1770	5

\* Approximate area includes basement area.

\*\* Exclusive of bathrooms and basement.

PARKING AREA: Each unit shall have the benefit of two (2) parking spaces in areas immediately adjacent to said units, the specific parking spaces being shown on the site plan for Phase IV.

ALL UNITS: described herein have immediate access to Common Areas and Facilities by ways of decks, steps, courtyards and driveways.

REC'D DEC 5 1986 AT 12 - 22 PM AND RECORDED

AMENDMENT TO MASTER DEED  
OF  
OLD COLONY TOWNHOUSE CONDOMINIUM

Old Colony Townhouses, Inc., a Massachusetts Corporation, having its principal place of business in Norwood, Norfolk County, Massachusetts, being the "Sponsor" and "Declarant" and owner of certain premises as described in the Master Deed of the Old Colony Townhouse Condominium, dated November 23, 1985 and recorded on December 3, 1985, with Northern Bristol County Registry of Deeds in Book 2863, Page 89, as amended, does hereby amend said Master Deed subject to the provisions of Chapter 183A as authorized by Paragraph ten (10) of said Master Deed as follows:

Phase V is added to Master Deed with seven (7) Units shown as an undesignated building on the Site Plan recorded herewith and as described in Exhibit B1 attached hereto.

The Master Deed, wherever referred to in this Amendment, and wherever the provisions of said Master Deed are applicable to these Amendments, is hereby incorporated and made a part of this Amendment.

See Exhibits B1, C1 and D1 attached hereto.


IN WITNESS WHEREOF, the said Old Colony Townhouses, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Ronald G. McElman, its Treasurer, hereby duly authorized this 14th day of November, 1990.

For Authority See  
Northern Bristol Deeds  
Book 2853, Page 182.

OLD COLONY TOWNHOUSES, INC.

By   
Ronald G. McElman, Treasurer

Signed and Sealed in  
the Presence of:



THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

November 14, 1990

Then personally appeared the above-named Ronald G. McElman, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Old Colony Townhouses, Inc., before me.

  
Joseph J. Pruell - Notary Public  
My Commission Expires: 1/4/1996

OLD COLONY TOWNHOUSE CONDOMINIUM  
MASTER DEED  
EXHIBIT B1

There is one (1) building as shown on the site plan representing Phase V referred to herein. Said building is undesignated and same contains seven (7) Units. Phase V shall also include the land described in Exhibit "A" of this Master Deed.

The building has two (2) floors and a basement. Each building is wood-frame with wood exteriors, and is built on a concrete foundation. The windows contain insulated glass. The exterior doors are of insulated metal. There is no storm window or doors. The roof is pitched and has asphalt shingles.

The consumption of electricity in each unit is metered separately. Each unit is heated by electricity and has a electric fired hot water tank. Each unit is also served by a air conditioning unit.

Phase V is shown on the Phase V Phasing Plan, the Phase V Site Plan and the Phase V Floor Plans (2 sheets) all of which are dated October 19, 1990, being drawn by Norwood Engineering Co., Inc. and recorded with Northern Bristol County Registry of Deeds herewith.

OLD COLONY TOWNHOUSE CONDOMINIUM  
MASTER DEED  
EXHIBIT C1

Percentage Interest in Common Areas and Facilities of Units in Phases I, II, III, IV and V upon the Creation of Phase V of the Condominium.

<u>Unit No.</u>	<u>Phase V</u>	<u>Unit No.</u>	<u>Phase V</u>
1	1.8868	28	1.8868
2	1.8868	29	1.8868
3	1.8868	30	1.8868
4	1.8868	31	1.8868
5	1.8868	32	1.8868
6	1.8868	33	1.8868
7	1.8868	34	1.8868
8	1.8868	35	1.8868
9	1.8868	36	1.8868
10	1.8868	37	1.8868
11	1.8868	38	1.8868
12	1.8868	39	1.8868
13	1.8868	40	1.8868
14	1.8868	41	1.8868
15	1.8868	42	1.8868
16	1.8868	43	1.8868
17	1.8868	44	1.8868
18	1.8868	45	1.8868
19	1.8868	46	1.8868
20	1.8868	47	1.8868
21	1.8868	48	1.8868
22	1.8868	49	1.8868
23	1.8868	50	1.8868
24	1.8868	51	1.8868
25	1.8868	52	1.8868
26	1.8868	53	1.8868
27	1.8868		

OLD COLONY TOWNHOUSE CONDOMINIUM  
MASTER DEED  
EXHIBIT D1  
PHASE V UNITS

<u>Unit No.</u>	<u>Location</u>	<u>*(Square Feet) Approximate Area</u>	<u>**# of Rooms</u>
47	Ground	1759	5
48	Ground	1746	5
49	Ground	1757	5
50	Ground	1778	5
51	Ground	1772	5
52	Ground	1765	5
53	Ground	1749	5

\* Approximate Area includes basement area.

\*\* Exclusive of bathrooms and basement.

Parking Area: Each unit shall have the benefit of two (2) parking spaces in areas immediately adjacent to said units, the specific parking spaces being shown on the site plan for Phase V

All Units: All units described herein have immediate access to Common Areas and Facilities by ways of decks, steps, courtyards and driveways.

REC'D NOV 16 1990 AT 9-01 A.M. AND RECORDED i

AMENDMENT TO MASTER DEED  
OF  
OLD COLONY TOWNHOUSE CONDOMINIUM

Old Colony Townhouses, Inc., a Massachusetts Corporation, having its principal place of business in Norwood, Norfolk County, Massachusetts, being the "Sponsor" and "Declarant" and owner of certain premises as described in the Master Deed of the Old Colony Townhouse Condominium, <sup>located in Book 2853, Page 182</sup> dated November 25, 1985 and recorded on December 3, 1985, with Northern Bristol County Registry of Deeds in Book 2863, Page 89, as amended, does hereby amend said Master Deed subject to the provisions of Chapter 183A as authorized by Paragraph ten (10) of said Master Deed as follows:

Phase VI is added to Master Deed with fifteen (15) Units shown as an undesignated building on the Site Plan recorded herewith and as described in Exhibit B1 attached hereto.

The Master Deed, wherever referred to in this Amendment, and wherever the provisions of said Master Deed are applicable to these Amendments, is hereby incorporated and made a part of this Amendment.

See Exhibits B1, C1 and D1 attached hereto.

IN WITNESS WHEREOF, the said Old Colony Townhouses, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Ronald G. McElman, its Treasurer, hereby duly authorized this 14th day of November, 1990.

OLD COLONY TOWNHOUSES, INC.

For Authority See  
Northern Bristol Deeds  
Book 2853, Page 182.

By Ronald G. McElman  
Ronald G. McElman, Treasurer

Signed and Sealed in  
the Presence of:

Joseph J. Ruelli

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

November 14, 1990

Then personally appeared the above-named Ronald G. McElman, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Old Colony Townhouses, Inc., before me.

Joseph J. Ruelli  
Joseph J. Ruelli - Notary Public  
My Commission Expires: 1/4/1996



OLD COLONY TOWNHOUSE CONDOMINIUM  
MASTER DEED  
EXHIBIT B1

There is one (1) building as shown on the site plan representing Phase VI referred to herein. Said building is undesignated and same contains fifteen (15) Units. Phase VI shall also include the land described in Exhibit "A" of this Master Deed.

The building has two (2) floors and a basement. Each building is wood-frame with wood exteriors, and is built on a concrete foundation. The windows contain insulated glass. The exterior doors are of insulated metal. There as no storm window or doors. The roof is pitched and has asphalt shingles.

The consumption of electricity in each unit is metered separately. Each unit is heated by electricity and has a electric fired hot water tank. Each unit is also served by a air conditioning unit.

Phase VI is shown on the Phase VI Phasing Plan, the Phase VI Site Plan and the Phase VI Floor Plans (2 sheets) all of which are dated October 19, 1990, being drawn by Norwood Engineering Co., Inc. and recorded with Northern Bristol County Registry of Deeds herewith.

OLD COLONY TOWNHOUSE CONDOMINIUM  
MASTER DEED  
EXHIBIT C1

Percentage Interest in Common Areas and Facilities of Units in Phases I, II, III, IV, V and VI upon the Creation of Phase VI of the Condominium.

<u>Unit No.</u>	<u>Phase VI</u>	<u>Unit No.</u>	<u>Phase VI</u>
1	1.470588	37	1.470588
2	1.470588	38	1.470588
3	1.470588	39	1.470588
4	1.470588	40	1.470588
5	1.470588	41	1.470588
6	1.470588	42	1.470588
7	1.470588	43	1.470588
8	1.470588	44	1.470588
9	1.470588	45	1.470588
10	1.470588	46	1.470588
11	1.470588	47	1.470588
12	1.470588	48	1.470588
13	1.470588	49	1.470588
14	1.470588	50	1.470588
15	1.470588	51	1.470588
16	1.470588	52	1.470588
17	1.470588	53	1.470588
18	1.470588	54	1.470588
19	1.470588	55	1.470588
20	1.470588	56	1.470588
21	1.470588	57	1.470588
22	1.470588	58	1.470588
23	1.470588	59	1.470588
24	1.470588	60	1.470588
25	1.470588	61	1.470588
26	1.470588	62	1.470588
27	1.470588	63	1.470588
28	1.470588	64	1.470588
29	1.470588	65	1.470588
30	1.470588	66	1.470588
31	1.470588	67	1.470588
32	1.470588	68	1.470588
33	1.470588		
34	1.470588		
35	1.470588		
36	1.470588		

OLD COLONY TOWNHOUSE CONDOMINIUM  
MASTER DEED  
EXHIBIT D1  
PHASE VI UNITS

<u>Unit No.</u>	<u>Location</u>	<u>*(Square Feet)</u> <u>Approximate Area</u>	<u>**# of</u> <u>Rooms</u>
54	Ground	1727	5
55	Ground	1757	5
56	Ground	1747	5
57	Ground	1766	5
58	Ground	1762	5
59	Ground	1760	5
60	Ground	1769	5
61	Ground	1756	5
62	Ground	1773	5
63	Ground	1786	5
64	Ground	1766	5
65	Ground	1779	5
66	Ground	1778	5
67	Ground	1777	5
68	Ground	1784	5

\* Approximate Area includes basement area.

\*\* Exclusive of bathrooms and basement.

Parking Area: Each unit shall have the benefit of two (2) parking spaces in areas immediately adjacent to said units, the specific parking spaces being shown on the site plan for Phase VI

All Units: All units described herein have immediate access to Common Areas and Facilities by ways of decks, steps, courtyards and driveways.

RECD NOV 16 1990 AT 9-01 A.M. AND RECORDED