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**MASTER DEED
OF
EAGLES PLACE**

This Master Deed establishing Eagles Place, Andover, MA this 25th day of February, 2000.

WITNESSETH:

The undersigned, Yvon Cormier and Denise Enxing, Trustees of CA Investment Trust under Declaration of Trust dated December 17, 1986 and recorded with Essex North District Registry of Deeds in Book 2395, Page 191 (hereinafter with their successors and assigns called the "Declarant" or "Declarants"), being the sole owner of the land on Beacon Street and Andover Country Club Lane, Andover, Essex County, Massachusetts described on Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, do hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and propose to create, and hereby do create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

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1. Condominium Phasing. The Condominium may be developed as a phased Condominium, each phase of which may include one (1) or more Buildings. Paragraph 17 hereof sets forth the procedures to add additional phases to the Condominium.

2. Name. The name of the Condominium shall be Eagles Place. MAR 14 2000 PM 1:45

3. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is Eagles Place Condominium Trust (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. The mailing address of the Trust is 59 Chandler Circle, Andover, Massachusetts 01810. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

Essex Registry of Deeds
North District

Yvon Cormier
59 Chandler Circle
Andover, MA 01810

The Condominium Trustees have enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Land. The land (hereinafter the "Land") upon which the buildings and improvements are situated is more fully described in said Exhibit A attached hereto and made a part hereof and is subject to the matters of record listed on Exhibit A attached hereto and made a part hereof, and is shown in part on a plan of land entitled "Eagles Place Plan of Land in Andover Massachusetts Bobby Jones Drive Dana F. Perkins, Inc. Consulting Engineers & Land Surveyors 1215 Main Street Unit 111 Tewksbury, Massachusetts 01876 Prepared For: CA Investment Trust 59 Chandler Circle Andover, Massachusetts Scale 1" = 40' Date: February 18, 2000" to be recorded herewith (the "Site Plan").

5. Description of the Buildings. The Building(s) (hereinafter the "Building" or "Buildings") on the Land are shown on the Site and Floor Plans referred to in paragraph 6(a) below (the "Plans") and are described in Exhibit B attached hereto and hereby made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to Paragraph 17 hereof. Each Building will contain two (2) stories and a basement. Each Building will contain two (2) or more Units. Each Building is to be constructed of poured concrete foundation, wood frame, shingle, cedar, stone and glass exteriors and asphalt shingle roofs.

6. Designation of the Units and Their Boundaries:

- (a) The Condominium presently consists of four Units in one (1) Building as shown on the Site Plan prepared by Dana F. Perkins, Inc. to be recorded herewith (said dwelling units, together with all other Units, subsequently added to the Condominium pursuant to paragraph 17 hereof as part of future phases are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto. The Units are shown on the certified floor plans ("Floor Plans") of the Condominium prepared by Dana F. Perkins, Inc. recorded herewith.
- (b) If and when the Declarant adds additional phase(s) to the Condominium, by an amendment to this Master Deed pursuant to its reserved rights under paragraph 17 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in subparagraphs

6(c) and 6(d) hereof. Also, with each amendment to this Master Deed adding additional phases(s) to the Condominium, the Declarant shall record new Site and Floor plans showing the Building(s) and Unit(s) forming part thereof.

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

- (i) Floors: The plane of the upper surface of the concrete flooring of the basement.
- (ii) Ceilings: The plane of the lower surface of the roof rafters above the second story.
- (iii) Interior Building Walls: The plane of the interior surface of the wall studs where said studs contact the dry wall or, where applicable, the plane of the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (iv) Exterior Building Walls: The plane of the interior surface of the wall studs where said strips contact the dry wall or basement wall as applicable.
- (v) Exterior Doors and Frame: The exterior surface of the doors and door frames and the windows thereof.
- (vi) Windows and Sliding Glass Doors: The exterior surface of the glass and of the window or door frames as the case may be.

All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit Owner thereof; but any such replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.9. of the Condominium Trust.

(d) The first Unit Deed to each Unit or a separate instrument shall assign the exclusive right and easement to use (i) the driveway or driveways leading into the garage as designated by Declarant and (ii) at Declarant's election a parking space or spaces as designated by Declarant (collectively, the "Parking Spaces"). Declarant hereby

reserves the right, as long as Declarant owns a Unit in the Condominium, to assign by such deed or separate instrument the exclusive right to use driveways and additional parking spaces in the Condominium to a Unit Owner on such terms and conditions as Declarant deems appropriate. To the extent any parking spaces have not been so assigned after all the Units have been sold by Declarant, the same shall be available for occasional use by all Unit Owners or occupants and their guests. The use of any such parking areas shall be restricted, however, as provided in this Master Deed, the Condominium Trust, the By-Laws of the Condominium Trust, any Rules and Regulations from time to time in effect pursuant thereto, and the Unit Deed. No parking is allowed in the roadways.

- (e) Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone whether located within the Unit or not. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as defined in Paragraph 7 below.
- (f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities as defined in Paragraph 7 hereof which serve it, but which are located in the Common Areas and Facilities or in another Unit or Units.
- (g) Except as to Limited Common Areas, Restricted Common Areas and easements for exclusive use, as herein provided, each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 7 below, in common with the other Units in the Condominium.
- (h) Each Unit shall have as appurtenant thereto a right of ingress and egress to such Unit, which right shall be perpetual over the stairs, steps, terraces, and landings, if any, leading to the front and rear of the Unit.
- (i) Each Unit shall have the exclusive right and easement as appurtenant to that Unit, to use the attic spaces, eave

spaces and deck(s), if any, immediately adjacent to and accessible from such Unit (as shown on the floor plans), subject to all restrictions otherwise set forth in this Master Deed, the Condominium Trust and the By-Laws and any rules and regulations from time to time in effect pursuant thereto. Unit Owners shall have the right to screen or enclose the deck(s) to which each has an easement for exclusive use, subject to approval of the architecture and consent by the Condominium Trustees, which approval and consent shall not be unreasonably conditioned, withheld or delayed.

- (j) Each Unit shall have an easement for the exclusive use of the "Limited Common Area" adjacent to the Unit as shown on the Site Plan. Regulations governing the use of such Limited Common Areas shall be as set forth and promulgated from time to time in the Rules and Regulations established by the Condominium Trustees.

7. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Buildings and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

- (a) The Land described in Exhibit A together with the benefit of and subject to all rights, easements, restrictions, agreements and licenses set forth in said Exhibit A, if any, insofar as the same may be in force and applicable, and subject to the following:

Declarant hereby reserves the right to convey the said land shown on the Site Plan and shown on a plan of land entitled "Plan of Land Eagles Place/Section 5 Andover Country Club Andover, Massachusetts Scale 1" = 40' Date: July 8, 1998 Dana F. Perkins, Inc. Consulting Engineers & Land Surveyors 1215 Main Street Reading MA 01867 Record Owner: CA Investment Trust 59 Chandler Street Andover Massachusetts recorded with said Deeds as Plan No. 13453 as "Common Common Land" and "Restricted Common Land" either to the Cormier-Andover Greenbelt Corporation, a Massachusetts non-profit corporation or to a non-profit corporation similarly organized and thereafter such corporation shall impose a Conservation Restriction as provided in Massachusetts General Laws Chapter 184 sec. 31 and 32 in form satisfactory to the Andover Conservation Commission and Board of Selectmen and the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts on the said Common Common Land and Restricted Common Land. The Conservation Restriction shall be subject to the right of all Units to use the Common Common Land for its intended purposes,

consistent with the terms of the Conservation Restriction, the Master Deed, the Condominium Trust and its By-Laws, Rules and Regulations, all as from time to time amended. The Restricted Common Land and the Conservation Restriction with respect to such land shall be subject to a long term lease or easement in favor of the entity which owns and operates the Andover Country Club from time to time for use as a part of the golf course. The Unit Owners shall have no right to use the Restricted Common Area. Its use shall be governed by the terms of the lease or easement and the provisions of the Conservation Restriction.

- (b) All portions of the Condominium not included in any Unit, including, without limitation, the following to the extent such may exist from time to time:
- (1) The foundations, structural members, beams, supports and those portions of exterior and interior walls, floors, ceilings and doors leading from Units to common areas not included as part of the Units, the roof, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;
 - (2) The plantings, yards, decks, gardens, walkways, grass areas, steps and stairways, and parking areas;
 - (3) All utility lines and installations of central services such as power, heat, light, water, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit and are located within that Unit;
 - (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid.
 - (5) All other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacements thereof) on the Land for common use or necessary or convenient to the

existence, maintenance, safety or enjoyment of the Condominium; and

- (c) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

The Declarant has reserved the right pursuant to paragraph 17 hereof to modify the boundaries of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

Except as limited or restricted as herein provided, there is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

8. Percentage Ownership Interest in Common Areas and Facilities: 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 on the date of this Master Deed bears to the then aggregate fair value of all Units.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 17 hereof.

9. Purpose and Restrictions on Use. Each Unit is intended to be used only for residential purposes by not more than one (1) family unit or by not more than three (3) unrelated persons. No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his Unit for such personal office and studio use as is customarily carried on as incidental to the residential use of a single family residence. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning, health ordinances or by-laws, statutes, ordinances, by-laws, and rules and regulations of any governmental body or agency having jurisdiction thereover and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premium for any insurance carried by the Trustees or any Unit Owner relating to any Building or any Unit, as the case may be, provided that the Trustees may, in their sole and unfettered discretion,

allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

The "Restricted Common Area" may be used for a golf course by the entity by which such right is from time to time held pursuant to lease or easement as herein set forth.

The Units, the Buildings and the Common Areas and Facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust and By-Laws, and Rules and Regulations from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all of the Units and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and only by an instrument in writing signed by the Owners at the time entitled to sixty-seven (67%) percent or more of the undivided interests in the Common Areas and Facilities, and a majority of the Condominium Trustees; and such instrument, whether or not recorded, shall be binding on all present and succeeding Owners from time to time of the Units and on the Condominium Trustees then in office. No owner of a Unit shall be liable for any breach of the provisions of this Paragraph 9 except as such occur during his or her ownership thereof.

Notwithstanding anything herein contained to the contrary, the Declarant, any affiliate thereof, which term shall include, without limitation, any related or associated corporation or subsidiary, trust, partnership, limited liability corporation or other entity or individual (collectively the "Affiliates") reserves unto itself and its Affiliates, successors and assigns the right, until all of said Units have been sold by said Declarant or its Affiliates, successors or assigns, to use and occupy on an exclusive basis, and to let or lease, Units owned or leased by them, or the Common Areas and Facilities as a sales, leasing or management office, as storage areas, for purposes of construction, or as models for display for purposes of sale or leasing of Units, and as such shall have a right of access to any such area to accomplish any such purpose. In addition, the Declarant, its Affiliates, successors and assigns shall have the exclusive right to erect and maintain signs on any part of the Common Areas and Facilities and to utilize the Parking Spaces within the Condominium not previously conveyed to Unit Owners for the purpose of marketing, leasing, selling, and

reselling the units, and to designate said parking area through the use of signs or otherwise, for such exclusive purposes.

The rights reserved hereinabove to the Declarant, its Affiliates, successors and assigns shall be exclusive and shall not be restricted between the hours of 7:00 a.m. and 11:00 p.m. daily including Saturdays, Sundays and holidays by the Condominium Trust or Rules and Regulations adopted pursuant thereto. In addition, notwithstanding anything to the contrary contained in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto, so long as the Declarant owns any Unit no instrument of amendment or modification which alters, limits or impairs any of the rights, powers, privileges or interests reserved to Declarant, its Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any lease referred to herein shall be of any force or effect unless consented to and signed by the Declarant, its Affiliates, successors or assigns, as the case may be.

Declarant further reserves the following rights until all of the Units have been sold by said Declarant, its Affiliates, successors and assigns:

- (i) To develop and construct additions to the Condominium, including, without limitation, Buildings, roads, ways, utilities and other improvements and amenities, to alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Buildings or portions thereof for the exclusive use of one (1) or more Unit Owners.
- (ii) To grant or reserve or to cause the Condominium Trustees to grant or to reserve easements across, under, over and through the Land or any portion thereof which Declarant determines is necessary or convenient in connection with the development or use of the Condominium, provided only that such grants or reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes.
- (iii) To use the Common Areas and Facilities of the Condominium as may reasonably be necessary or convenient to complete construction of any Buildings or other improvements to the Condominium or additions thereto.

Each Owner of a Unit within the Condominium by the acceptance and recordation of a Deed to such Owner's Unit, shall thereby have consented to any such amendment to the Master Deed without the necessity of securing any further consent or execution of any

further documents by such Owner, and does hereby appoint Declarant as such Owner's attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant any easement above referred to, or to affect any such right hereinabove reserved, which power of attorney is deemed to be coupled with an interest.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and to that end, they 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 9, except such as occur during his or her ownership of a Unit. There is no right of first refusal or other restriction upon the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit.

10. Reserved Rights.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant and their successors and assigns shall have the same rights as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing the Declarants reserve to themselves and their successors and assigns the rights for so long as they own such an unsold Unit to:
- (i) lease and license the use of any unsold Unit;
 - (ii) to use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units.
 - (iii) to use any Unit owned by the Declarant as an office for the Declarant's use; and
 - (iv) to perform any work and transact any other business on the Common Areas and Facilities including, but not limited to, the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit.
- (b) The Condominium Trustees or their agents shall have the right of access to each Unit and the Common Areas appurtenant thereto:
- (i) to inspect, maintain, repair or replace the

Common Areas and Facilities contained therein or elsewhere in a Building;

- (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarants hereby reserve to themselves and their agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with personnel, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by paragraph 17 of this Master Deed and the development of common use facilities should the Declarants elect to develop same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document or under applicable law or regulation.

11. Easement for Encroachment. 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 shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees or (c) repair or restoration of the Building(s) or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected Building stands.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Unit shall be subject to, and shall

comply with, the provisions of this Master Deed (including, without limitation, paragraph 17 hereof), their Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time and the items affecting title to the Land as set forth in Schedule A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraph 17 hereof), the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendments.

- (a) Except as otherwise provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least sixty-seven (67%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Essex North District Registry of Deeds (hereinafter, the "Registry") provided, that:
- (i) the date on which any such instrument is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date.
 - (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
 - (iii) Except as provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment

which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all the Units.

- (iv) 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.
 - (v) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 17 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth herein shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry.
 - (vi) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 17 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (a) (vi) shall terminate upon the completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Master Deed) of the last phase of the Condominium.
 - (vii) No instrument of amendment which purports to amend or otherwise affect subparagraph (b) of this paragraph 13 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.
- (b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will,

in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

- (c) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws), Declarant reserves the right and power to file a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, the department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Declaration of Trust in compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file Special Amendments. This right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant or any member or manager of Declarant no longer holds or controls title to a Unit. Thereafter, the right to make and file such Special Amendments shall pass to the Condominium Trustees.

14. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall

govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee.

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such 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 default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a 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 Condominium Trust;
- (c) Subject to applicable law, 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 Areas and Facilities of the Condominium, unless at least sixty-seven (67%) percent of the First Mortgagees (based on one (1) vote for each first mortgage owned), and Owners of Units have given their prior written approval, the Trustees shall not:
 - (i) by any act or omission, seek to abandon or terminate the Condominium.
 - (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 provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 17 hereof;

- (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 and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 17 hereof; 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 in Section 5.6.5. of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which 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 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.
 - (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the

"Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor is applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 14.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) any restoration or repair of the Condominium 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 Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

- (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Unit subject to Eligible Mortgage Holder mortgages.
- (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible 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 Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

- (k) The Trustees shall make available to Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgagee, current copies of the Master Deed, Declaration of Trust, By-Laws, other Rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No Unit may be leased or rented for a term of less than three hundred sixty five (365) days.

All tenants must be approved by the Trustees prior to occupancy.

- (m) Except for amendments to the Condominium documents or 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 Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder 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 the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

Voting;

Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and

Facilities (or Units if applicable):

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any Unit;

The interests in the Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into Units;

Leasing of a Unit;

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;

Any provisions which are for the express benefit of mortgage holders Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust 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 evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

15. Severability. The invalidity or unenforceability of any provision 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, and in such event, all of the other

provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

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

17. Declarant's Reserved Rights to Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one (1) or more Buildings containing two (2) or more Units, amenity buildings, Swimming Pool, Clubhouse, or other site improvements. In order to permit and facilitate such development, the Declarants for themselves and all their successors and assigns, hereby expressly reserve the following rights and easements:

- (a) The Declarant shall have the right and easement to construct, erect and install on the Land on which the Condominium is located, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable:
 - (i) Additional Building(s), each housing two (2) or more Units;
 - (ii) Additional roads, drives, parking spaces and areas, walks and paths;
 - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
 - (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities;
 - (v) Swimming Pool and Clubhouse; and
 - (vi) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 10(c) hereof.

The phase or phases which the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to

this Master Deed or may be added at different times by multiple amendments to this Master Deed. Upon the recording of an amendment adding any Units to the Condominium, such Units shall become part of the Condominium for all purposes, shall be included within the definition of the "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws.

Ownership of each building together with the Units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with their designated appurtenant Common Areas, shall be unlimited.

The following subparagraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 17:

- (b) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:
- (i) The expiration of seven (7) years after the recording of this Master Deed in the Registry.
 - (ii) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 17 reach the maximum limit of thirty-six (36); or
 - (iii) The Declarant shall record with the Registry a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Location of Future Improvements. There are no limitations imposed on the location of future phases, Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 17, except that any new phases shall be located

so as not to encroach on any existing Units or Limited Common Areas nor to interfere with access to existing Units.

- (d) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of Buildings containing any numbers of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.
- (e) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add more than thirty-two (32) new Units to the Condominium as part of future phases, so that the total number of Units in the Condominium shall not exceed thirty-six (36).
- (f) Types of Units Which may be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the type of construction, architectural design, style and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulation) on the use, size, layout and design of future Building(s) or the size, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in subparagraph 6(c) and 6(d) hereof. Improvements in future phases will be consistent with initial improvements in Phase I in terms of quality of construction.
- (g) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas and Facilities for exclusive use of the Units to be added to the Condominium as part of future phases(s). Such future designated Common Areas and Facilities may include, but need not be limited to, fences, steps, terraces, decks, porches, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas appurtenant to the Units in such phase(s) if such Common Areas and Facilities are different from those described in paragraph 7 hereof.
- (h) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns,

hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one (1) or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include any facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium

Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph (17)(h), however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recording with the Registry amendment(s) to this Master Deed which shall contain the following information:

- (aa) An amended Exhibit B describing the Building(s) being added to the Condominium.
- (bb) an amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in subparagraphs 6(c) and 6(d) of this Master Deed.
- (cc) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said subparagraphs 6(c) and 6(d), the definition of the Common Areas and Facilities contained in paragraph 7 hereof shall be modified, as necessary, with respect to such Unit(s).
- (dd) An amended Exhibit C setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s).
- (ee) If any Common Areas designated as appurtenant to the Unit(s) being added to the Condominium vary from any described herein, a description of such variations so as to identify the new or modified Common Areas appurtenant to the new Unit(s). Such description of the new or

modified Common Areas appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.

- (ff) A revised Site Plan of the Condominium showing the new Building(s) and Floor Plan(s) for the new Units being added to the Condominium, which Floor Plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, (except as in this paragraph 17 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, as the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit (measured as of the date of the Amendment to the Master Deed adding such new phase) shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of such Amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner by the acceptance and recording of the deed to his or her Unit hereby consents for himself/herself, his/her heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them to the Declarant's reserved rights under this paragraph 17 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this

Master Deed pursuant to this paragraph 17.

In the event that notwithstanding the provisions of this paragraph 17 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds Additional Land and/or new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner by the acceptance of the deed to his or her Unit, whether such deed be from the Declarant as grantor or from any other party constitutes and appoints the Declarant as his or her attorney-in-fact. This power of attorney is coupled with an interest and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

18. Definition of "Declarant". For purposes of this Master Deed, the Condominium Trust and the By-Laws "Declarant" shall mean and refer to said Yvon Cormier and Denise Enxing, Trustees of CA Investment Trust under Declaration of Trust dated December 17, 1986 and recorded with Essex North District Registry of Deeds in Book 2395, Page 191 which has executed, delivered and recorded this Master Deed, and to all successors and assigns of said Yvon Cormier and Denise Enxing, Trustees of CA Investment Trust who come to stand in the same relation as developer of the Condominium as it did.

19. 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 provision hereof.

20. Governing Law. This Master Deed, the Condominium Trust, and By-laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least sixty-seven (67%) percent of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium

Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Registry prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this paragraph 20 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting for the election with the Registry, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium, including all its possible future phase(s).

21. Transfer of Rights Retained by Declarant. Any and all rights and powers reserved to the Declarants, their Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however, that such conveyance, transfer or assignment as the case may be, must be evidenced by an instrument recorded with the Registry.

22. Validity. The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed.

EXECUTED as a sealed instrument this 25th day of February, 2000.

CA INVESTMENT TRUST

By:


Yvon Cormier, Trustee

By:


Denise Enxing, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

February 25, 2000

Then personally appeared the above named Yvon Cormier, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed, as such Trustee, before me,

Shel Abbott
Notary public

My commission expires;
My Commission Expires
November 9, 2001

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

February 25, 2000

Then personally appeared the above named Denise Enxing, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed, as such Trustee, before me,

Shel Abbott
Notary public

My commission expires;

My Commission Expires
November 9, 2001

**EXHIBIT "A" TO MASTER DEED
EAGLES PLACE**

Description of Land on which the Condominium is located

A certain parcel of land situated in Andover, Essex County, Massachusetts being shown as Lot 127 on a plan entitled "Plan of Land Eagles Place/Section 5 Andover Country Club Andover, Massachusetts Scale 1" = 40' Date: July 8, 1998 Dana F. Perkins, Inc. Consulting Engineers & Land Surveyors 1215 Main Street Reading, MA. Record Owners CA Investment Trust 59 Chander Circle Andover, Massachusetts" recorded with Essex North District Registry of Deeds as Plan No. 13453 (the "Plan") being further bounded and described as follows:

Beginning at a point on the northwesterly sideline of Andover Country Club Lane at the point of curvature of a curved line said point being 110.00 feet from the point of tangency of a curved line at Beacon Street;

thence by Lot 1A as shown on said Plan in four courses as follows:

by a curved line to the left having a length of 31.42 feet and a radius of 20.00 feet to a point;

by a curved line to the right having a length of 79.51 feet and a radius of 322.00 to a point;

N 20° 25' 41"W, a distance of 46.63 feet to a point;

S 69° 34' 19" W, a distance of 176.52 feet to a point on the easterly sideline of Beacon Street.

thence by said easterly sideline of Beacon Street in seven courses as follows:

N 34° 34' 32" W, a distance of 112.84 feet to a point;

by a curved line to the right having a length of 174.94 feet and a radius off 298.41 feet to a point;

N 00° 21' 18" E, a distance of 255.35 feet to a point;

N 03° 31' 02" W, a distance of 303.16 feet to a point;

N 01° 37' 43" W, a distance of 207.84 feet to a point;

N 02° 38' 22" W, a distance of 225.05 feet to a point;

N 15° 31' 27" E, a distance of 71.27 feet to a point;

at Open Space F as shown on said Plan;

thence by said Open Space F in two courses as follows:

S 42° 28' 27" E, a distance of 270.45 feet to a point;

N 58° 01' 29" E, a distance of 397.02 feet to a point at Section IV as shown on said Plan.

Thence by said Section IV in two courses as follows:

S 80° 09' 49" E, a distance of 264.69 feet to a point;

N 78° 39' 59" E, a distance of 358.01 feet to a point a Open Space C-1 as shown on said Plan;

Thence by said Open Space C-1 in six courses as follows:

S 34° 13' 37" E, a distance of 350.77 feet to a point;

N 82° 37' 33" E, a distance of 372.06 feet to a point;

S 01° 23' 59" E, a distance of 301.68 feet to a point;

N 85° 01' 35" W, a distance of 500.88 feet to a point;

N 36° 53' 43" W, a distance of 382.38 feet to a point;

S 46° 46' 35" W, a distance of 351.50 feet to a point at the corner of Lots 30 and 31 as shown on said Plan;

thence by said Lot 30 S 12° 14' 33" W, a distance of 183.83 feet to a point at Lot 29;

thence by said Lot 29 S 01° 29' 32" W, a distance of 144.33 feet to a point at Lot 28;

thence by said Lots 28, 27, 26 and 25 S 07° 14' 13" E, a distance of 450.29 feet to a point at Lot 24;

thence by said Lot 24 S 87° 41' 07" W, a distance of 45.85 feet to a point at Lot 23;

thence by said Lot 23 N 10° 58' 52" W, a distance of 63.14 feet to a point;

thence by said Lots 23 and 22 S 89° 58' 10" W, a distance of 171.26 feet to a point;

thence by said Lot 22 S 14° 57' 29" W, a distance of 302.35 to a point on the northwesterly sideline of Andover Country Club Lane;

thence by said northwesterly sideline of said Andover Country Club Lane in two courses as follows:

by a curved line to the left having a length of 25.70 and a radius of 275.00 feet to a point;

S 55° 25' 28" W, a distance of 52.47 feet to the point of

beginning.

BK 5699 PG 168

Said Lot 127 containing 1,089,000 square feet more or less or
25.00 acres more or less according to said Plan.

**SCHEDULE "A" OF MASTER DEED
EAGLES PLACE**

Title Exceptions

1. Real estate taxes which are not yet due and payable and other real estate taxes and other municipal assessments and liens which are not a matter of record in said Registry of Deeds and which should have been shown on any Certificate of Municipal Liens issued in connection with this transaction.
2. Except that the use of the premises for residential purposes is a permitted use by the zoning code or by-laws of the city or town in which they are located, matters of zoning and conservation which do not appear as a matter of said record.
3. Matters of building and health codes or by-laws of the city or town in which the property is located.
4. Flowage rights appurtenant to Canterbury Street recorded with Essex North District Registry of Deeds in Book 723, Page 429.
5. Land Court Judgment decreeing title in Cormier-Andover, Inc. recorded with Essex North District Registry of Deeds in Book 1442, Page 266. (Cormier-Andover, Inc. is a predecessor in title to CA Investment Trust).
6. Flowage rights in Hussey's Brook.
7. Planning Board Restriction recorded with Essex North District Registry of Deeds in Book 3429, Page 213, affecting all lots on plan recorded with Essex North District Registry of Deeds as Plan Number 12026.
8. Special Permit for earth removal recorded with Essex North District Registry of Deeds in Book 3429, Page 219 covering all lots on plan recorded with Essex North District Registry of Deeds as Plan Number 12026.
9. Special Permit to cluster recorded with Essex North District Registry of Deeds in Book 3429, Page 223, affecting all lots on North Essex District Registry of Deeds Plan Number 12026.
10. Such states of fact as are shown on North Essex District Registry of Deeds Plan Number 12026, Plan Number 13123, Plan Number 13344, Plan Number 12513 and Plan Number 12943.
11. Protective Covenants for Andover Country Club Subdivision Section 5 dated October 20, 1995 and recorded with Essex North District Registry of Deeds in Book 4363, page 117, as affected by Modification to Protective Covenants for Andover Country Club Subdivision Section 5 dated February 25, 2000 and

recorded herewith.

12. Easement for the use and benefit of The Inhabitants of the Town of Andover granted by CA Investment Trust and Cormier-Andover Greenbelt Corporation and recorded with the Essex North District Registry of Deeds in Book 3813, page 135.
13. Right and easement to Massachusetts Electric Company recorded with Essex North District Registry of Deeds in Book 4248, Page 180.
14. Right and easement to New England Telephone and Telegraph Company dated August 25, 1995 and recorded with Essex North District Registry of Deeds in Book 4326, Page 240.
15. Easement for golf course purposes contained in a mortgage from Yvon Cormier and Denise Enxing, Trustees of CA Investment Trust to BayBank dated November 22, 1993 and recorded with Essex North District Registry of Deeds in Book 3904, Page 109, as amended.
16. Town of Andover Conservation Commission Orders of Conditions dated January 5, 1999 and March 8, 1999 and recorded with Essex North District Registry of Deeds in Book 5371, Page 106, as amended October 12, 1999 in Book 5581, Page 288 (DEP File No. 90-725) as affected by Certificate of Compliance recorded with said Deeds as Instrument No. 3357 February 9, 2000.
17. Lease from Yvon Cormier and Denise Enxing, Trustees of CA Investment Trust to Andover Country Club, Inc., Notice of which is dated November 22, 1993 and recorded with Essex North District Registry of Deeds in Book 3904, Page 152, as amended by Amendment of Notice of Lease dated October 7, 1997 and recorded with Essex North District Registry of Deeds in Book 4863, Page 158, as amended by Amendment to Notice of Lease dated April 16, 1999 and recorded with said Deeds in Book 5401, Page 203.
18. Conditions, restrictions, notes and other matters shown on a plan of land entitled, "Plan of Land Eagles Place/Section 5 Andover Country Club, Andover, Massachusetts, Scale: 1"=100' Date: July 8, 1998, Dana F. Perkins, Inc. Consulting Engineers & Land Surveyors, Record Owner: CA Investment Trust", (Job No. 098-127) which plan is recorded with Essex North District Registry of Deeds as Plan Number 13453.
19. Town of Andover Planning Board Special Permit dated January 21, 1999 and recorded with Essex North District Registry of Deeds in Book 5399, Page 290.
20. Town of Andover Planning Board Special Permit dated February 11, 1999 and recorded with Essex North District Registry of

Deeds in Book 5399, Page 293.

21. Golf Easement from Yvon Cormier and Denise Enxing, Trustees of CA Investment Trust under a Declaration of Trust dated December 17, 1986 and recorded with said Deeds in Book 2395, Page 191 to Andover Country Club, Inc. dated February 25, 2000 to be recorded prior hereto.
22. Right and easement to New England Telephone and Telegraph Company dated , 1999 and recorded with Essex North District Registry of Deeds in Book 5340, Page 18.
23. Town of Andover Planning Board Special Permit dated January 21, 1999 and recorded with Essex North District Registry of Deeds in Book 5399, Page 281.

**EXHIBIT "B" OF MASTER DEED
EAGLES PLACE**

Description of Building

Building Number 11 is constructed of the materials as set forth in Section 5. hereof, in the location shown on the Site Plan and in accordance with the Floor Plans.

EXHIBIT "C" TO MASTER DEED
EAGLES PLACE

Description of Units - Phase One

<u>UNIT NUMBER</u>	<u>BUILDING NO.</u>	<u>NUMBER OF ROOMS</u>	<u>UNIT SQUARE FOOTAGE</u>
11-1	11	6	4,728 +/- S.F.
11-2	11	5	3,667 +/- S.F.
11-3	11	5	3,670 +/- S.F.
11-4	11	5	3,290 +/- S.F.

Unit 11-1 contains a Living Room/Dining Room combination, Kitchen, 3 Bedrooms, 3 1/2 Baths, Family Room and an easement for exclusive use of a 3-car garage. Immediate Common area to which it has access is the front and rear entrance/exits, access to attic above Unit and deck, if any.

Unit 11-2 contains a Living Room, Dining Room, Kitchen, 2 Bedrooms, 2 1/2 Baths, Family Room and an easement for exclusive use of a 2-car garage. Immediate Common area to which it has access is the front and rear entrance/exits, access to attic above Unit and deck, if any.

Unit 11-3 contains a Living Room, Dining Room, Kitchen, 2 Bedrooms, 2 1/2 Baths, Family Room and an easement for exclusive use of a 2-car garage. Immediate Common area to which it has access is the front and rear entrance/exits, access to attic above Unit and deck, if any.

Unit 11-4 contains a Living Room/Dining Room combination, Kitchen, 2 Bedrooms, 2 1/2 Baths, Family Room and an easement for exclusive use of a 2-car garage.

The Unit locations are as shown on the Site Plan.