

Bk: 34929 Pg: 58 Doc: MD
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MASTER DEED OF THE FAIRWAYS AT SHINING ROCK CONDOMINIUM

PULTE HOMES OF NEW ENGLAND LLC, a Michigan Limited Liability Corporation organized under law and with its principal place of business at 115 Flanders Road, Westborough, MA 01581 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Northbridge, Worcester County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional lands and additional units, in phases, to the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said right to so amend.

2. Name.

The name of the Condominium shall be as follows: THE FAIRWAYS AT SHINING ROCK CONDOMINIUM.

3. Description of Land.

The Premises which constitute the Condominium are comprised of the land situated off Upton Street in the Town of Northbridge and Hartford Avenue in the Town of Upton, Worcester County, Massachusetts, and being Parcels B and C containing, when taken together, approximately 11.08 +/- acres of land on Clubhouse Lane and Linkside Court as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

A description of the land on which the Condominium Units are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases by adding additional land and units to the Condominium.

If and when the Declarant adds additional land to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit A attached hereto to describe the Land being thereby added to the Condominium.

"Registry of Deeds" as used in this Master Deed shall mean Worcester County Southern District Registry of Deeds.

Property Address: Clubhouse Lane, Northbridge

[Handwritten signature]

4. Description of the Building(s).

The Declarant is declaring an initial phase containing two wood-frame, vinyl-sided, poured concrete full basement foundation, two-story buildings designated as Building #2 and Building #16 as shown on the Site Plan.

5. Designation of the Units and their Boundaries.

(a) The Condominium presently consists of eight (8) units in two buildings as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the building floor plans recorded herewith (hereinafter referred to as the "Building Plans").

The said Plans show the layout, locations, unit numbers and dimensions of said Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Exhibit B-1 attached hereto shows the percentage interest which will be attributable to each unit in the event all the units possible are constructed and phased into the condominium. Also, with any amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record new site and floor plans showing the buildings and units being added to the Condominium.

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

(i) Floors: The plane of the upper surface of the concrete floor slab.

(ii) Roof: the plane of the unfinished interior surface of the attic roof rafters.

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or, in the case of concrete walls, the interior surface of the concrete walls facing the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the interior surface of the glass. As to interior building walls between units, the plane of the interior surface of the wall studs facing each unit.

The Fairways at Shining Rock Condominium is a residential community with an 18-hole golf course abutting and interspersed among the housing. In the event that the exterior glass in doors or windows (excluding storm windows or doors) of a unit owner's home becomes broken, The Fairways at Shining Rock Condominium shall be responsible

for repair and/or replacement of this broken glass. Such expense shall be a common charge.

All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and, except as provided in the preceding paragraph, shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Board.

(iv) Garage: As to the garage portion of each unit, the plane of the upper surface of the concrete floor slab, the plane of the lower surface of the interior surface of roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the garage; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

(d) Each Unit excludes the fire wall/party wall between units, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

(e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that unit.

(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 which serve it, but which are located in another Unit or Units.

(g) Each Unit shall have as appurtenant thereto the right for residents of the unit and their guests to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Common Areas and Facilities.

Except for the Units, and Limited Common Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation the land and all parts of all buildings and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A (as is may be amended from time to time), together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The fire wall/party wall between units and roofs.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, gas, electricity, television cable, and telephone, which are not located within any Unit or which although located within a Unit serve other Units, whether alone or in common with such Unit.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a unit.

(e) In general, any and all apparatus, equipment and installations existing for common use.

(f) Each Unit shall have as appurtenant thereto the right for residents of the unit and their guests to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

(g) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the land and the boundaries of Units to be included in the Condominium as part of future phases, 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 amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10, 11, 21 and 22 hereof, each Unit Owner may 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.

7. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) Driveways. Included with and appurtenant to each Unit will be the driveway area leading from the road to the garage portion of the unit which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(b) Patios, Front Entry Stoops, Porches, Privacy Screens and Decks. If a Patio, Front Entry Stoop, Privacy screen(s), Screened-in Porch and/or Deck is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(c) Steps or walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone, provided that steps or walkways which serve more than one Unit shall be for the shared exclusive use of the Units they serve.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof.

The cost of maintenance and repair of any privacy screen or screened-in porch shall be born by the unit owner to whose appurtenant patio or deck it is attached. If any privacy screen or screened-in porch is not maintained, repaired or replaced to the Trustees' satisfaction, the Trustees may, at their sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of same to the owner(s) of the units benefiting from such work. Said assessment shall be a common expense constituting a lien on the units until paid. The fences located between each of the units are not to be considered privacy screens for the purposes of this provision.

The Declarant has reserved the right pursuant to paragraph 16 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 7, and if such variation shall occur, they shall be specified in the amendments to this Master Deed adding such future phase(s).

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 measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

In the event all Units approved by the Special Permit pursuant to which the Condominium is developed are constructed and phased in, the estimated percentage interest attributable to each unit will be approximately as shown on Exhibit B-1.

9. Purpose and Restriction of Use.

The purposes for which the building and the Units are intended to be used are as follows:

- (a) Each Unit shall be used only for residential dwelling purposes.
- (b) The architectural integrity of buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, antenna, satellite dish, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.
- (c) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas.
- (d) No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.
- (e) The driveways are intended to be used solely for the parking of private passenger vehicles. Other than construction vehicles authorized by the Declarant during the construction of the infrastructure and units, there shall be no parking of any vehicles allowed on the roadways overnight. Only cars and light trucks without signage are permitted to park overnight in the driveways.
- (f) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the Association with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for units within the condominium shall include the following language:

This lease is made in all respects subject to the Lessor's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations adopted or to be

adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Failure to comply with these provisions shall be deemed a material breach of this lease agreement. Violation-by-Tenants: Unit owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board may give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the Board may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by the Master Deed, Declaration, Bylaws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Lessee in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the unit owner with the Board of Trustees of Condominium at the following address:

The Fairways at Shining Rock Condominium Trust c/o PULTE HOMES OF NEW ENGLAND LLC, 115 Flanders Road, Westborough, MA 01581 or at such other address as directed by the Association.

Each lease must contain the following information: the names of all persons that will reside in the unit and the ages of anyone under 18 years of age; make, color and plate number of each vehicle to be parked in the community; and the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease at the above address prior to occupancy of his unit by tenant shall be assessed a penalty set by the Trustees of The Fairways at Shining Rock Condominium for each violation, and shall be responsible for all court and legal costs involved in the collection of any such penalty.

(g) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.

(h) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any unit.

(i) No pets other than common domestic animals shall be kept in any unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). Under no circumstances are reptiles or "exotic" animals to be kept in any unit. Upon petition by any unit owner, the Trustees of the Condominium Trust filed and recorded herewith shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only unit owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any unit.

(j) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on any unit which could structurally change any building, without the prior written permission on each occasion by the Trustees.

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 maybe extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except as occur during his or her ownership of a Unit.

10. Rights Reserved to the Declarant for Sales and Future Development.

(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 shall have the same rights as the owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

(i) Lease and License the use of any unsold Units;

(ii) Raise or lower the price of unsold Units;

(iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;

(iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and

(v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of

the foregoing shall diminish or increase the percentage of undivided interest of (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignias they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer[s], construction trailer[s] and/or storage trailer[s]), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the common areas and facilities of the Condominium including the development, construction and addition to the Condominium of future phases as permitted by paragraph 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This right and 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, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development, construction and expansion of the common areas and facilities 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. Rights Reserved to the Condominium Trustees.

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including, without limitation the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

12. The Unit Owners' organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is THE FAIRWAYS AT SHINING ROCK CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. 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 their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") is as follows:

PULTE HOMES OF NEW ENGLAND LLC

The mailing address of the Trust is 115 Flanders Road, Suite 170, Westborough, MA 01851.

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

The ANNUAL MEETING of the Trust shall be at 7:30 p.m. on the second Tuesday in November of each year (Trust 5.14.2), or within sixty days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date

The FISCAL YEAR of the Trust shall begin on January 1 of each year (Trust 5.23).

13. 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 the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or(c) as a result of

repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.

14. Units Owner's Rights and Obligations.

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the land as set forth in Exhibit A. 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, paragraphs 9 and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, 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, lessee, tenant, licensee, 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 thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, shall thereby irrevocably appoint the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop any additional phase(s) of the Condominium and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Schedule B of the most current Amendment to Master Deed, or on the Schedule B attached hereto, if there are no Amendments of record.

(e) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Trust. Such share shall be based upon the fair market value of each unit, taking into account restrictions of record, if any. Commencing with the transfer of the first unit in a building, the Declarant shall be liable for the full fees for the remaining units in the building.

15. Amendments.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium or as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least fifty per cent (50%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least fifty per cent (50%) of said total voting power of the Unit Owners, or, in either event, such higher percentage as required by the Condominium Act and (b) duly recorded with the Registry of Deeds, provided, that:

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

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, 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 and effect unless signed by the Owners of all the Units so affected.

(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.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof 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 of Deeds.

(f) 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 Master Deed and particularly the provisions of paragraph 16 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 of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of all of the Units of the

Condominium or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (h) of this paragraph 15 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.

(j) Where required under the Master Deed and/or the Condominium Act the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of 60 days written notice sent to said Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via Certified Mail/Return Receipt Requested and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Declarant's Reserved Rights to Construct and Add Units.

The Condominium presently is comprised of 4 units in one building (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to delimit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the condominium by addition of various buildings and units to the Condominium in multiple successive phases, with each such expansion being comprised of townhouse units.

The maximum number of Units in the Condominium, if all allowable buildings and units are added, is 98 Units. Notwithstanding anything to the contrary otherwise contained herein, any modification in the allowable number of units to more than 98 units requires approval of 100% of the voting power of the Unit Owners.

The Declarant shall be under no obligation to proceed beyond those units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the number of units in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) Each expansion phase following the Master Deed shall consist of at least one building. Each building will contain at least one unit as described on Exhibit B.

(c) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.

(d) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein which are to be added to the Condominium as part of future phases; provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed.

(e) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(f) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendments to this Master Deed which shall contain the following information:

(i) An amended description of any building being added to the Condominium.

(ii) An amended Exhibit B 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 to the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B 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 Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new buildings 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.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such buildings shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(g) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the buildings containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(h) It is expressly understood and agreed that no such amendments adding new phases to the Condominium shall require the consent, approval 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 consent, approval or 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 of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(i) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any

Unit) understands and agrees that as additional phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the 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 percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed 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 this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(j) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights under this paragraph 16 and expressly agrees to the alteration of their 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. Each unit deed shall contain a statement that the condominium is phased and that the percentage interest may change as additional phases are added.

(k) In the event that notwithstanding the provisions of this paragraph 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 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 Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(l) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

- (i) Additional roads, drives, parking spaces and areas, walks and paths;
- (ii) New or additional Limited Common Areas.

(iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities; and

(iv) 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 him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the premises on which are or shall be located the buildings constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement.

Ownership of each building, together with the residential 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 residential 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.

17. 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 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. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of 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, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

18. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to PULTE HOMES OF NEW ENGLAND LLC and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

19. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of 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) 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 except as otherwise provided by Chapter 183A., as it may be amended from time to time.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units 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 taking by condemnation or eminent domain;

(ii) Change the pro-rata interest of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(iii) Partition or subdivide any Unit; or

(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 utilities or 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 of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on 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 taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(ii) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(iii) inspect the books and records of the Condominium Trust at all reasonable times;

(iv) receive a compiled annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(v) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(vi) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional 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;

(vii) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(viii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

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

The provisions of this paragraph 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

20. Special Amendment.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment (Special Amendment) to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust:

a. To comply with requirements of the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;

b. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A; or

d. To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

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 on behalf of each unit owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event.

21. Golf Course and Private Amenities

(a) Access and use: Access to and use of the golf course adjacent to the Condominium property (the "Golf Course") and any facilities related to or used in connection with the Golf Course (collectively the "Private Amenities") are strictly subject to the rules and procedures of the Private Amenities, and no Person automatically gains any right to enter or to use those facilities by virtue of membership in the Association, ownership of a Unit, or occupancy of a Unit.

Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

The ownership or operational duties of and as to the Private Amenities may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations by an independent entity, (b) conversions of the membership structure to an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenity, or (c) the conveyance of a Private Amenity (d) conversion of the use of any Private Amenity, subject to applicable governmental approvals. No consent of the Condominium Trust or any Unit Owner shall be required to effectuate any such transfer or conversion.

(b) Assumption of Risk and Indemnification: Each Unit Owner, by its purchase of a Unit in the vicinity of the Golf Course, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Course, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset), (b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d) reduction in privacy caused by constant golf traffic on the Golf Course or the removal or pruning of shrubbery or trees on the Golf Course, (e) errant golf balls and golf clubs, and (f) design, redesign or conversion of the Golf Course.

Each such Owner agrees that neither the Declarant, the Condominium Trust, the owner and the operator of any Private Amenity nor any of their respective affiliates, employees and agents shall be liable to any Unit Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Unit Owner's Unit to the Golf Course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Condominium Trust, the owner or operator of any Private Amenity or any of their respective affiliates, employees and agents. The Unit Owner hereby agrees to indemnify and hold harmless Declarant, the Condominium Trust, the owner and operator of the Golf Course and their respective employees, affiliates and agents, against any and all claims by Unit Owner's visitors, tenants and others in or about such Unit Owner's Unit.

(c) View Impairment: None of the Declarant, the Condominium Trust, or the owner or operator of any Private Amenity guarantees or represents that any view over and across any Private Amenity from Dwelling Units will be preserved without impairment. No provision of this Declaration shall be deemed to create an obligation of the Condominium Trust, the owner or operator of any Private Amenity, nor the Declarant to prune, thin or remove trees or other landscaping. The owner of any Private Amenity may, in its sole and absolute discretion, add trees and other landscaping to such Private Amenities from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to Private Amenities may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

22. Easement for Golf Ball Entry and Retrieval.

The Declarant hereby grants for the benefit of the Golf Course an easement allowing golf balls that are struck from within the bounds of the Golf Course with the reasonable intention that they land within the bounds of the Golf Course (a) to land within the Premises and (b) to be retrieved by any player or other person having business on the Golf Course, provided that any entry for golf ball retrieval shall be limited to the landscaped area (but shall not extend to any Unit, any Limited Common Area or other structure) of the Premises, and shall be in a reasonable manner and on foot, for the sole purpose of retrieving (and not playing) an errant golf ball. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. In no event, however, shall the Declarant, the Condominium Trust, the owner and operator of the Golf Course and their respective employees, affiliates and agents be liable for any injury or damage, whether to persons or property, caused by golf balls entering the Premises, whether pursuant to the easement granted hereby or otherwise. This easement shall remain in effect only for so long as the Golf Course property is used as a golf course and shall terminate in the event such property is converted to a non-golf use.

23. Severability.

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not 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.

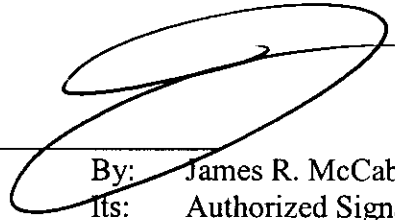
24. Waiver

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 that may occur.

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Executed as a Sealed Instrument on this day, October 22, 2004.

PULTE HOMES OF NEW ENGLAND
LLC

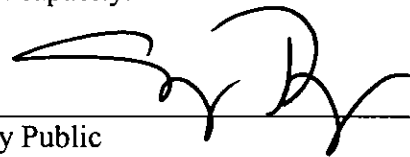


By: James R. McCabe
Its: Authorized Signatory

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 22nd day of October, 2004 before me, the undersigned notary public, personally appeared James R. McCabe, Authorized Signatory for Pulte Homes of New England, LLC, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and that he has the authority to sign in that capacity.



Notary Public
My Commission Expires:

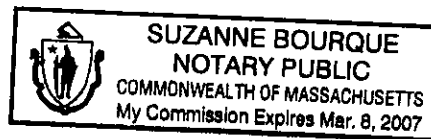


Exhibit A

Legal Description

The land with the improvements thereon and appurtenances thereto belonging located in Northbridge, Worcester County, Massachusetts and being shown as Parcel B and Parcel C on a plan entitled, " 'Shining Rock Golf Community' A Definitive Subdivision & Site Development Plan under Zoning Bylaw Section § 173-90 Prepared for Shining Rock Partners in Northbridge, Massachusetts", Date: March 12, 2002, by Heritage Design Group, Planners, Surveyors, Engineers, 10 River Road, Ste 101, Uxbridge, Massachusetts 01569, and duly recorded with Worcester Registry of Deeds in Plan Book 798, Plan 99, to which reference may be had for a more particular description of said parcels:

Parcel B contains 7.86 acres of land, more or less, according to said plan and is located westerly of Clubhouse Lane and northerly and southerly of Linkside Court as shown on said plan.

Parcel C contains 3.22 acres of land, more or less, according to said plan and is located easterly of Clubhouse Lane as shown on said plan.

However, excepting therefrom, that portion of Parcel B shown as parcel "A" on a plan of land entitled "Plan of Property, Upton Street and Clubhouse Lane, Northbridge, Massachusetts" owned by Pulte Homes of New England, LLC, Scale 1" = 20 feet, dated August 10, 2004, prepared by Heritage Design Group, being recorded with the Worcester District Registry of Deeds in plan Book 815, Plan 33.

Parcel A contains 12,987 square feet plus or minus as shown on said plan and is subject to the 50 foot wide access and utility easement shown thereon.

Portions of the Condominium property are subject to an easement 60 feet in width to the New England Power Company, approximately as shown on said plan, including the right to spray herbicides with the easement area.

Subject to rights reserved to Shining Rock Golf Community LLC in deed recorded at Book 32914, Page 157.

Subject to the right and easement hereby specifically disclosed for Pulte Homes of New England, LLC and The Fairways at Shining Rock Condominium Trust to grant to Shining Rock Golf Community, LLC by separate easement document, the right and easement to enter upon those parts of the premises shown as "Golf Easement" and within the "Golf Setback" on plans at Plan Book 798, Plan 99, for the purpose of retrieving golf balls. This right is to continue as long as Shining Rock Golf Community LLC, its successors and assigns, uses the adjoining premises as a public or private golf club. Shining Rock Golf Community LLC, its successors and assigns, shall have the right to

maintain said easement area. Shining Rock Golf Community LLC rights to enter onto those portions of the premises designated as "Golf Easement" and within the "Golf Setback" to retrieve golf balls is subject to the restriction that no such rights shall be exercised on or within dwelling units constructed within any Golf Easement or Golf Setback area, including, without limitation, deck or patios attached or appurtenant thereto. Nothing herein or in said Easement document shall be construed to prohibit construction of improvements within the Golf Easement or the Golf Setback areas.

Subject to the right and easement hereby specifically disclosed for Pulte Homes of New England, LLC and The Fairways at Shining Rock Condominium Trust to grant to Shining Rock Golf Community, LLC by separate easement document, one or more golf cart and sidewalk easements to be created by separate easement document over portions of the Condominium property.

Together with an easement and right of way to use the roadways shown on said plan for all purposes for which public streets and ways are used in the Town of Northbridge, in common with all others entitled thereto.

Subject to an easement and right-of-way to construct, maintain, repair, replace and use sidewalks, sewage, drainage and other utilities and appurtenant slopes and grading and for providing access and utilities to land now owned or hereafter acquired by Shining Rock Golf Community LLC located in Northbridge and Upon, Massachusetts.

Being a portion of the same premises described in deed recorded at Book 32914, Page 157.

Said premises are further subject to the following matters:

1. Certificate of Granting of Special Permit by the Northbridge Planning Board for open space development of Shining Rock Golf Community, recorded at Book 30076, Page 283.
2. Easement to Verizon New England, Inc., recorded at Book 30341, Page 54.
3. Easement to New England Telephone and Telegraph Company recorded at Book 3341, Page 53.
4. Easement to New England Telephone and Telegraph Company recorded at Book 3341, Page 3.
5. Easement to New England Telephone and Telegraph Company recorded at Book 3341, Page 22.
6. Easement to Worcester Suburban Electric Company, recorded at Book 2654, Page 358.

7. Easement to Worcester Suburban Electric Company, recorded at Book 2709, Page 492.
8. Easements and Reservations contained in Deed of Rufin Van Bossuyt, Jr., to Shining Rock Golf Community, LLC, recorded at Book 26655, Page 357.
9. Matters shown on plan of locus, including rights of way, easements and other matters shown thereon, said plan being recorded in Plan Book 486, Plan 124.
10. Matters shown on plan of locus, including rights of way, easements and other matters shown thereon, said plan being recorded in Plan Book 517, Plan 72.
11. Matters shown on plan of locus, including rights of way, easements and other matters shown thereon, said plan being recorded in Plan Book 666, Plan 80.
12. Matters shown on plan of locus, including rights of way, easements and other matters shown thereon, said plan being recorded in Plan Book 795, Plan 21.
13. Order of Taking by the Worcester County Commissioners, dated 3/18/1826 for the layout of Hartford Avenue (Upton Street), recorded in Book 8, Page 510.
14. Title to and rights of others in and to so much of the premises as lies within Hartford Avenue and Upton Street, in addition to Club House Lane, Linkside Court, and Fairway Drive, all of which may provide access to the locus.
15. Mortgage from Pulte Homes of New England, LLC to Shining Rock Golf Community LLC
16. Mortgage from Pulte Homes of New England, LLC to Shining Rock Golf Community, LLC dated February 21, 2004 and recorded at Book 32914, Page 164, as affected by Assignment from Shining Rock Golf Community, LLC to Norwood Cooperative Bank and Shining Rock Golf Community LLC dated February 21, 2004 and recorded at Book 32914, Page 167. See also Subordination Agreement recorded herewith.

Exhibit B

To Master Deed

THE FAIRWAYS AT SHINING ROCK CONDOMINIUM

Unit Designations and Proportionate Interests

Unit	Location	Address	Approx Sq. Footage	Number of Rooms	Prop. Interest
5	Building 2	108 Clubhouse	2,710	7	6.25%
6	Building 2	110 Clubhouse	2,280	6	6.25%
7	Building 2	112 Clubhouse	2,630	7	6.25%
8	Building 2	114 Clubhouse	2,715	7	6.25%
9	Building 3	116 Clubhouse	2,665	7	6.25%
10	Building 3	118 Clubhouse	2,220	6	6.25%
11	Building 3	120 Clubhouse	2,550	7	6.25%
12	Building 3	122 Clubhouse	2,645	7	6.25%
32	Building 9	129 Clubhouse	2,665	7	6.25%
33	Building 9	127 Clubhouse	2,225	6	6.25%
34	Building 9	125 Clubhouse	2,550	7	6.25%
35	Building 9	123 Clubhouse	2,645	7	6.25%
61	Building 16	115 Clubhouse	2,640	7	6.25%
62	Building 16	113 Clubhouse	2,205	6	6.25%
63	Building 16	111 Clubhouse	2,555	7	6.25%
64	Building 16	109 Clubhouse	2,640	7	6.25%
					100.00%

Note: The percentage interests shown on this schedule will change as new units are created and phased into the Condominium. See Schedule B-1 for the approx. interest of all units at the completion of the project. Room counts exclude foyer, powder room, bathroom, utility room, deck, garage, dressing room, basement and closets. Kitchen/Nook combinations are considered one room. Each unit has immediate access to the outdoor common areas as well as to the unit's deck, steps, walkways and driveways, which are Exclusive Use Common Areas.

Exhibit B-1

To Master Deed

THE FAIRWAYS AT SHINING ROCK CONDOMINIUM

Unit Designations and Proportionate Interests

If all units possible are constructed and phased into the condominium, the unit designations and proportionate interests for each unit will be approximately as shown on this schedule.

Unit	Building	Address	Prop. Interest
1	Building 1	100 Clubhouse	1.02%
2	Building 1	102 Clubhouse	1.02%
3	Building 1	104 Clubhouse	1.02%
4	Building 1	106 Clubhouse	1.02%
5	Building 2	108 Clubhouse	1.02%
6	Building 2	110 Clubhouse	1.02%
7	Building 2	112 Clubhouse	1.02%
8	Building 2	114 Clubhouse	1.02%
9	Building 3	116 Clubhouse	1.02%
10	Building 3	118 Clubhouse	1.02%
11	Building 3	120 Clubhouse	1.02%
12	Building 3	122 Clubhouse	1.02%
13	Building 4	124 Clubhouse	1.02%
14	Building 4	126 Clubhouse	1.02%
15	Building 4	128 Clubhouse	1.02%
16	Building 4	130 Clubhouse	1.02%
17	Building 5	132 Clubhouse	1.02%
18	Building 5	134 Clubhouse	1.02%
19	Building 5	136 Clubhouse	1.02%
20	Building 5	138 Clubhouse	1.02%
21	Building 6	140 Clubhouse	1.02%
22	Building 6	142 Clubhouse	1.02%
23	Building 6	144 Clubhouse	1.02%
24	Building 7	145 Clubhouse	1.02%
25	Building 7	143 Clubhouse	1.02%
26	Building 7	141 Clubhouse	1.02%
27	Building 7	139 Clubhouse	1.02%
28	Building 8	137 Clubhouse	1.02%

Unit		Address	Prop. Interest
29	Building 8	135 Clubhouse	1.02%
30	Building 8	133 Clubhouse	1.02%
31	Building 8	131 Clubhouse	1.02%
32	Building 9	129 Clubhouse	1.02%
33	Building 9	127 Clubhouse	1.02%
34	Building 9	125 Clubhouse	1.02%
35	Building 9	123 Clubhouse	1.02%
36	Building 10	8 Linkside Court	1.02%
37	Building 10	10 Linkside Court	1.02%
38	Building 10	12 Linkside Court	1.02%
39	Building 10	14 Linkside Court	1.02%
40	Building 11	16 Linkside Court	1.02%
41	Building 11	18 Linkside Court	1.02%
42	Building 11	20 Linkside Court	1.02%
43	Building 11	22 Linkside Court	1.02%
44	Building 11	24 Linkside Court	1.02%
45	Building 12	31 Linkside Court	1.02%
46	Building 12	29 Linkside Court	1.02%
47	Building 12	27 Linkside Court	1.02%
48	Building 12	25 Linkside Court	1.02%
49	Building 13	23 Linkside Court	1.02%
50	Building 13	21 Linkside Court	1.02%
51	Building 13	19 Linkside Court	1.02%
52	Building 13	17 Linkside Court	1.02%
53	Building 14	15 Linkside Court	1.02%
54	Building 14	13 Linkside Court	1.02%
55	Building 14	11 Linkside Court	1.02%
56	Building 14	9 Linkside Court	1.02%
57	Building 15	7 Linkside Court	1.02%
58	Building 15	5 Linkside Court	1.02%
59	Building 15	3 Linkside Court	1.02%
60	Building 15	1 Linkside Court	1.02%
61	Building 16	115 Clubhouse	1.02%
62	Building 16	113 Clubhouse	1.02%
63	Building 16	111 Clubhouse	1.02%
64	Building 16	109 Clubhouse	1.02%
65	Building 17	107 Clubhouse	1.02%
66	Building 17	105 Clubhouse	1.02%
67	Building 17	103 Clubhouse	1.02%
68	Building 17	101 Clubhouse	1.02%
69	Building 18	202 Fairway Drive	1.02%

Unit		Address	Prop. Interest
70	Building 18	204 Fairway Drive	1.02%
71	Building 18	206 Fairway Drive	1.02%
72	Building 18	208 Fairway Drive	1.02%
73	Building 18	210 Fairway Drive	1.02%
74	Building 19	106 Sandtrap Court	1.02%
75	Building 19	108 Sandtrap Court	1.02%
76	Building 19	110 Sandtrap Court	1.02%
77	Building 19	112 Sandtrap Court	1.02%
78	Building 20	118 Sandtrap Court	1.02%
79	Building 20	120 Sandtrap Court	1.02%
80	Building 20	122 Sandtrap Court	1.02%
81	Building 20	124 Sandtrap Court	1.02%
82	Building 21	135 Sandtrap Court	1.02%
83	Building 21	133 Sandtrap Court	1.02%
84	Building 21	131 Sandtrap Court	1.02%
85	Building 21	129 Sandtrap Court	1.02%
86	Building 21	127 Sandtrap Court	1.02%
87	Building 22	125 Sandtrap Court	1.02%
88	Building 22	123 Sandtrap Court	1.02%
89	Building 22	121 Sandtrap Court	1.02%
90	Building 22	119 Sandtrap Court	1.02%
91	Building 23	117 Sandtrap Court	1.02%
92	Building 23	115 Sandtrap Court	1.02%
93	Building 23	113 Sandtrap Court	1.02%
94	Building 24	109 Sandtrap Court	1.02%
95	Building 24	107 Sandtrap Court	1.02%
96	Building 24	105 Sandtrap Court	1.02%
97	Building 24	103 Sandtrap Court	1.02%
98	Building 24	101 Sandtrap Court	1.02%
			100.00%

ATTEST: WORC. Anthony J. Vigliotti, Register