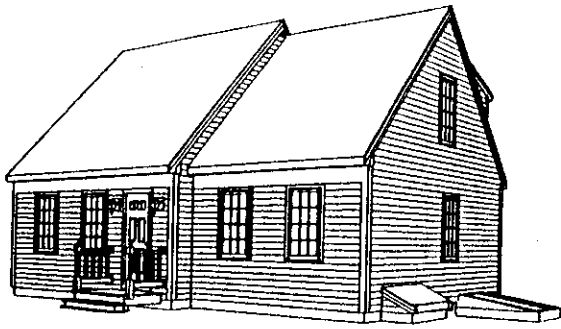
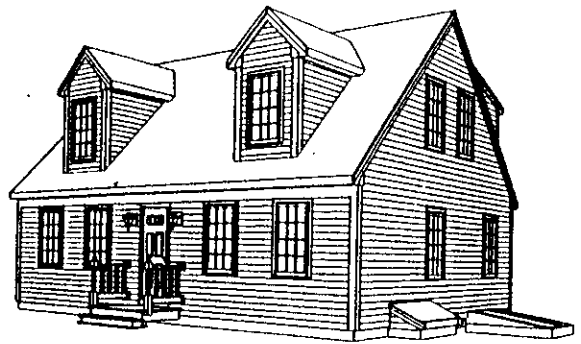


**MILL CORNER
CONDOMINIUM**

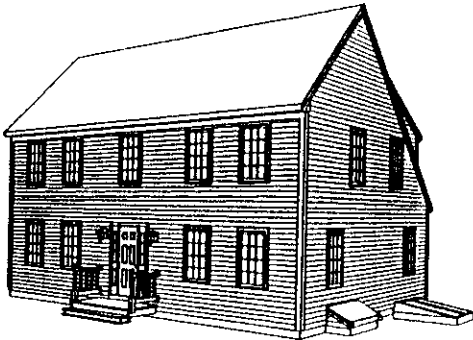
MASTER DEED



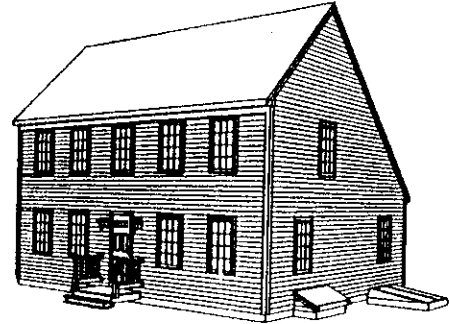
CHAFFIN HALF CAPE



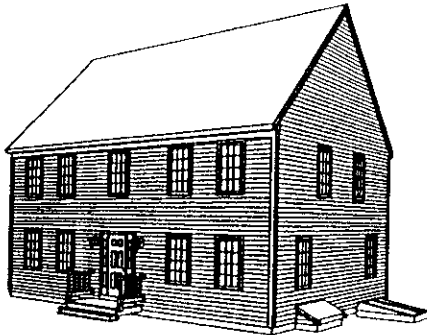
CHAFFIN FULL CAPE



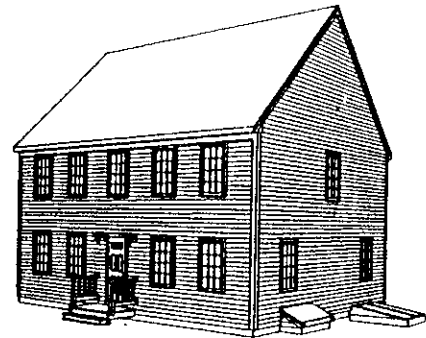
EZRA WHEELER SR.



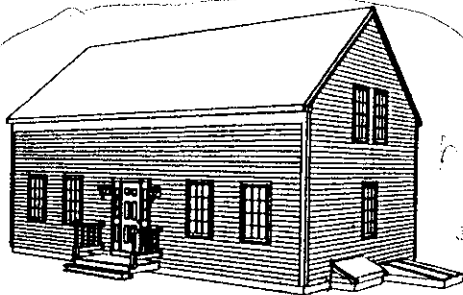
EZRA WHEELER JR.



CHARLES ROBBINS SR.

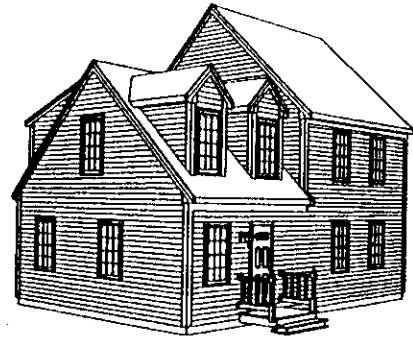


CHARLES ROBBINS JR.

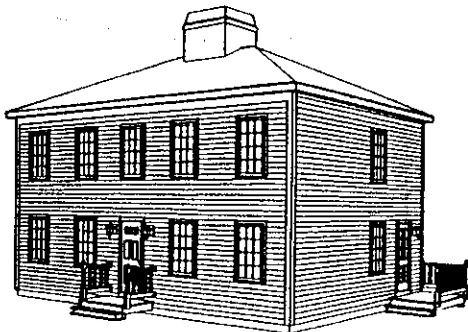


THE ABEL FORBUSH

*note
to
show*



THE JOHN LAW



THE CALVIN HEYWOOD

Mill Corner Homes

MILL CORNER CONDOMINIUM

MASTER DEED

PHASE I

This Master Deed of the Mill Corner Condominium made this 21st day of July, 1993.

WITNESSETH that Pert Corporation, a corporation duly established under the laws of Massachusetts, having its usual place of business at P.O. Box 549, Maynard, Middlesex County, Massachusetts, (hereinafter referred to as the "Declarant"), being the owner of certain premises in Acton, Middlesex County, Massachusetts, hereinafter described on Schedule A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Mill Corner Condominium. The premises which constitute the condominium comprise Lot 1A, Parcel 1A, Parcel 2A, Parcel 2B, Parcel 2C and the fee in Nylander's Way (the "Land") situated at Main Street and School Street, Acton, Middlesex County, Massachusetts together with the improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), as shown on a plan entitled, "Definitive Plan Of Mill Corner

Subdivision In Acton, Mass." dated July 24, 1992, modified March 11, 1993 by Acton survey & Engineering, Inc., recorded on April 2, 1993 as Plan Number 206 of 1993 and a plan entitled "Plan Of Unit 9 (Phase 1) Mill Corner Condominium in Acton, Mass. Site Plan" dated July 9, 1993, and the Floor Plans appended thereto, to be recorded herewith, said plans being the Condominium Plans hereinafter referred to, all which are recorded herewith, said premises being further described as set forth on the attached Schedule A. Said Mill Corner Condominium Phase I consists of one (1) unit and is the first Phase of the Condominium. Phase I shall consist of 1 unit and is the first of 34 phases. When and if all Phases are completed, the Condominium will contain thirty-four (34) Units. The units have access through Nylander Way as shown on the Condominium Plans to Main Street, all as shown on the Condominium Plans which shows the layout, location, unit numbers and dimensions of the unit as built. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, roads, and driveways designated as Phases II through XXXIV, as shown on the Condominium Plans hereinabove referred to. The Declarant also reserves the right to have as an appurtenance to the construction of Phases II through XXXIV an easement to pass and repass over the said land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the said Phases II through XXXIV. The Declarant, its successors and assigns, shall have such right and easement to use driveways and walkways

affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in Phases II through XXXIV provided that such easement for access and construction shall not interfere with the access of the owner of the unit in Phase I to his or her unit. Said Declarant, its successors and assigns, reserves the right, but not the obligation, to create additional phases, including any part thereof as shown on the plans hereinbefore mentioned. The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order and mix of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A, as amended.

The Declarant reserves the right to grant easements over, under, through and across the common areas of the Condominium Land and Buildings for the purpose of installing cable television lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and to grant easements over, under, through and across the common areas of the Condominium Land for drainage, slope and utility easements and for sewer lines for access to the common leaching field shown on the condominium plan as the Waste Water Disposal Area and any and all related appurtenances (hereinafter called the "Facility") servicing the Units in the Condominium, and to set aside and reserve sufficient land area within the Condominium Land

for the Facility and any planned expansion and replacement of the Facility. The Declarant also reserves the right to grant to the Town of Acton the right and option, at its sole discretion, to expand the existing leaching field, or to construct a sewage treatment plant on the Condominium Land and utilize the excess capacity of the existing leaching field in said sewage treatment plant or expanded leaching field. The Declarant reserves the right to execute a lease agreement to the Town of Acton to accomplish the foregoing. The Declarant further reserves the fee in Nylander Way, as shown on the Condominium Plan, and reserves the right, at the sole option of the Declarant, to convey the fee in Nylander Way, together with all utility and drainage easements and facilities appurtenant thereto to the Town of Acton.

2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

3. LEGAL ORGANIZATION

The Mill Corner Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

The Mill Corner Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate the aforesaid Condominium, pursuant to the Bylaws of the Association,

this instrument, and Chapter 183A of the General Laws of Massachusetts. Membership in the Association is appurtenant to Unit Ownership in the aforesaid Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be five governors appointed by the Declarant (including successors in the event of vacancy) who shall serve until the fifth annual meeting of the Unit Owners. Thereafter, the governors shall be elected by and from the members of the Association.

Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers and Unit Owners. In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

The Bylaws of the Association shall refer to those Bylaws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

4. DESCRIPTION OF BUILDING

Phase I of the Condominium consists of one (1) free-standing

building containing one (1) unit with two floors and a basement and having access through a walkway and common driveway and roads to Main Street, all as shown on the Condominium plans above described and having such characteristics as are set forth in Schedule B and shown on the aforesaid Condominium Plans. The buildings have concrete foundations, wood frames, cedar siding with asphalt shingle roof.

5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B, and the location of the same as is shown on the Condominium plans.

6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which percentages also reflect anticipated future development of a given order and mix of units. The Declarant reserves the right to change such order and mix, and the corresponding percentage interest appertaining to the units, including units existing before as well as after such change, provided that such percentage interests as modified are in compliance with Chapter 183A, as amended.

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The lower surface of the concrete basement floor.
- b. Ceiling: The plane of the exterior surface of the asphalt roof shingles.
- c. Exterior Building Walls, Doors and Windows:

The plane of the exterior surface of the cedar siding or in case of a concrete wall, the exterior surface of said concrete wall; as to windows, the exterior surface of the glass and window frames.

8. MODIFICATION OF UNITS

The owner of any Unit may, at his sole cost and expense, at any time, make any changes or modifications of the interior and exterior of such Unit, including additions to the same and the erection of solar energy installation, subject to the prior written approval of the Board of Governors of the Mill Corner Condominium Association and subject to the limitations as set forth in the Bylaws of the Mill Corner Condominium Association. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Acton, if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall be in accordance with the Terms and Provisions of the Condominium Bylaws, including the Rules and Regulations promulgated thereunder, and shall be aesthetically consistent with the colonial and antique character of the Condominium. Such approval shall not be unreasonably withheld or delayed. Such additions to the Unit are limited to those expansions in use which would be appurtenant to a single family use as provided in the Acton Zoning Bylaw and in compliance with the Building and Zoning Bylaws of the Town of Acton and the terms and conditions of the Planned Conservation Residential Community Special Permit issued by the Town of Acton Planning

Board, dated February 22, 1993 recorded with the Middlesex South District Registry of Deeds as Instrument No.617 of April 2, 1993.

9. RESTRICTIONS ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof. Each Residential Unit shall be occupied by no more than two persons per bedroom as a single-family residence. Notwithstanding any provisions of this paragraph to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as the Declarant owns any unit in the Condominium, it shall have the right to erect and maintain "for sale" signs in and on the Common areas and facilities of the Condominium.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the Bylaws of the Association and the Rules and Regulations of the Condominium and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the said Declarant, its successors, assigns or

affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

No part of the common areas, including but not limited to, the driveways, shall be used for the parking or storing of trucks, or other commercial vehicles, boats, campers, or trailers, or other items or goods, except noncommercial duly registered automobiles belonging to the unit owners and guests and small pick-up trucks. Small pick-up trucks shall be defined as nothing larger than three quarter ton pick-ups and may include pick-up trucks that are used for the owner's livelihood or business purpose. No part of the outside areas shall be used for repairing or maintaining of any vehicle. Provided, further, any private passenger automobile of any type that is not operable and/or unregistered is prohibited from the Mill Corner Condominium.

The Unit Owner shall have the obligation, at his sole cost and expense, to maintain the exterior of his unit, including the grounds in the Exclusive Use Area ("EUA") corresponding to the number of the unit shown on the Condominium Plans referenced to herein and to maintain a proportionate share of the shared private driveway servicing his unit, if any, as shown on the Condominium Plans, in the best of standards, as set forth in the Rules and Regulations, at all times, and in the event of failure to do so, the Board of Governors shall

perform said maintenance and charge said Unit Owner.

The decks, balconies and patios, if any, that are appurtenant to each Unit are subject to such limitations and conditions as are imposed by the Board of Governors of the Mill Corner Condominium.

Provided, however, that other than chairs, benches, umbrellas, tables and barbecues of such number, nature and type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, are to be affixed or stored on decks, porches and patios, except with the approval of the Board of Governors of the Association, which approval may be withheld in their absolute discretion.

No animals or reptiles of any kind, except dogs and cats, shall be raised, breed or kept in any unit or in the common area. Dogs and cats owned by unit owners may be kept in said unit provided that the total number of dogs and cats does not exceed two (2).

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the Bylaws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association. Any Unit Owner found by a Massachusetts Court to be in violation of the provisions of this Master Deed, Bylaws and Rules and Regulations of the Association shall be liable for the

reasonable counsel fees incurred by the association in enforcing same.

10. UNIT APPURTENANCES

A. Appurtenant to each Unit is the following:

1. Membership in the Association which shall be in the same percentage as an individual Unit Owner common interest. Such membership is not assignable or severable from the ownership of such Unit.

2. The exclusive right and easement to use the walkways, driveways, steps and Exclusive Use Area ("EUA") corresponding to the number of the unit shown on the Condominium Plans referred to herein, for the modification of units as set forth in Paragraph 8 herein, and for such other uses, and subject to such limitations as are imposed by the Board of Governors of the Association. All landscaping in the EUA's shall be subject to the prior written approval of the Condominium Association. The EUA's shall also be subject to access by the Board of Governors of the Association for maintenance, inspection and repair of the EUA's and any common utilities, walks, drives or other shared facilities located therein, provided, however, that notwithstanding anything to the contrary contained herein, the maintenance and repair of said EUA shall be the responsibility of and at the sole expense of said Unit Owner.

3. Each unit owner shall have the obligation, at his sole cost and expense, to maintain the exterior of the unit in best standards as set forth in the Rules and Regulations, at all times, and in the event of failure to do so, the Board of Governors of the Association shall perform said maintenance and charge said unit owner.

B. Access for ingress and egress to certain units is over a common driveway (known as a Shared Private Driveway hereinafter called "SPD") as shown on the Condominium Plans. The Units which are serviced by a Shared Private Driveway are shown on Schedule D to this Master Deed.

Any Units which are serviced by a Shared Private Driveway shall have the perpetual, non-exclusive right to use the particular SPD servicing his Unit, including the obligation, in common with the other unit owners which share a SPD to pay for their pro rata share of the cost of maintaining, plowing, repairing and reconstructing said SPD. In the event of the failure to do so, the Board of Governors of the Association shall have the right to perform said maintenance, plowing, repairing and reconstructing said SPD and to charge said unit owner for any and all costs associated with the same.

C. Certain Units have the co-exclusive right and easement to utilize the Limited Common areas as shown on the Condominium Plans. The Units which have the right to use a Limited Common Area are shown on Schedule D to this Master Deed.

The Limited Common Areas shall be utilized for guest parking, where such parking is constructed and available, as well as for such open space use as the unit owners having the right to utilize a Limited Common Area shall so determine, subject to such further approvals and limitations as to use which may be imposed by the Board of Governors of the Association.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the general common areas, if any, as may be granted in the Master Deed and as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the Bylaws of the Association and the Rules and Regulations promulgated under the Bylaws.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of the aforesaid Condominium comprise and consist of (a) the land described in the attached Schedule A, as shown on said Condominium Plans, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on the Mill Corner Condominium plans annexed hereto. The said Common Areas are further subject to the right and easement of the Declarant to construct, mortgage and lease the structures constituting Phases II through XXXIV, and thereafter to submit the same as phases by Amendment to the Master Deed, as provided herein, provided, however, that until amendments are

recorded by the Declarant, the structures will remain the property of the Declarant and shall not constitute part of the Condominium; (b) all roads, sidewalks and utilities including, all sewer lines and appurtenances including those located within easement areas and Nylander's Way, and, including the common leaching field, water and electric lines, for the furnishing of utility services which are contained in the common areas and facilities; (c) other such facilities included in any part of the Condominium which serves more than one (1) Unit; (d) plants and trees in the common yard area; (e) all other elements and features of the Condominium however designated or described excepting only the Units themselves and unit exclusive use easements as herein defined and described; (f) the common leaching field (waste water disposal area), including all pipes constituting the sewer collection system, servicing the Condominium and the Units within the Condominium.

Provided however and always that the ^{Kevin} Declarant shall have the right to authorize the Town of Acton to expand the existing common leaching field's capacity, or to construct a sewage treatment plant within Parcel 2B and a leaching field or reserve leaching field within Parcel 1B as shown on the condominium plans and to connect to it for the benefit of other residential land in the Town of Acton, so long as the same is approved, constructed and maintained in full compliance with all local, state and federal bylaws, laws, statutes, rules and regulations of every type, nature and description (jointly and severally "Laws") and does not in any manner, means or form cause the Condominium or any Unit

thereto to be in violation of any state, local or federal laws, rules or regulations. Said expansion and connection shall only be authorized by the Declarant with the express condition that the Town of Acton will expand and connect to said plant without any interference with Declarant's construction or marketing of the units within the condominium, without any interference with the use, occupancy or enjoyment of any of the units within the condominium that are occupied, and without any expense whatsoever to Declarant or the owners of the units within the condominium.

Upon completion of said expansion and/or connection, it is expected that sewage costs and expenses assessed to the Declarant and the owners of the units within the condominium, resulting from the expansion and/or connection, will not increase beyond the pro rata percentage difference in sewage costs and expenses paid by the Unit Owner in the Condominium and the sewage costs and expenses to be paid by those third parties utilizing the sewage treatment plant facility; all of which shall be determined at the time of the Town of Acton's expansion of the existing leaching field or construction of the sewage treatment plant.

The Unit Owner's costs and expenses shall include the costs and expenses of operation and maintenance of the sewage treatment facility, as well as the Unit Owners direct costs and expenses relating to the modification of the sewage pumps and any additional piping necessary for the connection of the Unit Owners existing sewage disposal system and leaching field to the new or expanded Sewage Treatment Facility, as well as the benefit received by the anticipated reduction in capital reserve funds

relating to the replacement and repair of the Unit Owners existing sewage disposal system and leaching field due to the anticipated extension of the useful life of the Unit Owner's leaching field resulting from the connection to the new or expanded treatment facility. Based upon the foregoing, it is the expectation that the Unit Owners shall not be required to pay sewage maintenance and operating costs above and beyond what they would have been required to pay in the event the Town of Acton did not have or exercise the within rights.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

11A. OPTION

The Declarant reserves the right to enter into an Option Agreement to grant to the Town of Acton the right and option to acquire Parcels (1B) (2A) and (2B) shown on the Condominium Plans (such parcels being hereinafter referred to individually as the "Option Parcel" or collectively as the "Option Parcels") to accomplish the foregoing and to satisfy and comply with any of the terms and conditions of the Definitive subdivision Decision issued by the Town of Acton Planning Board, dated September 21, 1992, recorded as Instrument No. 616 of April 2, 1993 and the PCRC Special Permit issued by the Town of Acton Planning Board dated February 22, 1993, recorded as Instrument No, 617 of April 2, 1993 with the Middlesex South District Registry of Deeds. The rights and

interests of the Declarant, and the Owners of each Unit in the Condominium and the holders of any lease, ground lease, sublease, mortgage, security interest or other interest in or with respect to the Condominium, the Common Areas or any one or more of the Units, now existing or hereafter arising, are and shall be subject and subordinate to the terms of the Option Agreement, and such Option Agreement shall be binding upon and shall inure to the benefit of the Declarant, and any and all Unit Owners, and the holders of any leases, ground leases, subleases, mortgages, security interests of other interest in or with respect to all or any portion of the Condominium, the Common Areas or any one or more of the Units, and each of their respective agents, representatives, successors or assigns.

Upon the conveyance of any Parcel to the Town in accordance with the Option Agreement, or the recording by the Town of notice indicating that the Seller (as defined in the Option Agreement) has defaulted its obligations to deliver a deed of such Parcel as required by the Option Agreement within the time period set forth in the notice of exercise recorded by the Town, (i) the Parcel or Parcels being acquired by the Town shall automatically and without necessity of further action be released from the terms of this Master Deed and Chapter 183A of the Massachusetts General laws and shall be free and clear of any encumbrances or interests, except as are permitted by the Option Agreement; (ii) the Condominium Plans shall automatically and without necessity of further action be deemed to be amended and modified to exclude from the Condominium and from Common Area any such Parcel or Parcels; and

(iii) the interest of any Owner of any Unit, and of the Condominium Association, or any persons claiming by or through such Owners of Units or the Condominium Association, arising under this Master Deed, Chapter 183A of the Massachusetts General Laws, or under any lease, sublease, ground lease, mortgage, security agreement or other instrument, with respect to such Parcel or Parcels, shall be automatically extinguished without the necessity of further action.

The Board of Governors are hereby authorized to enforce the terms of the rights and restrictions granted for the benefit of the Condominium and the Unit Owners by the terms of the Option Agreement and to accept any instruments or take any other action consistent with such enforcement. No release of any one or more of the Parcels from this Master Deed or the exclusion of any such Parcels from the Condominium or the Common Area shall alter or affect the percentage interest of a Unit Owner in the Condominium.

The terms of this Section 11A shall be self-operative and shall not require further action or the execution of additional documents or instruments by the Condominium Association, Board of Governors, Unit Owners, or the holders of any mortgage, security, leasehold or other interest in all or any portion of the Condominium. The terms of this Section 11A shall not be subject to the requirements of Section 14 or any other sections of this Master Deed, and, to the extent that there are any inconsistencies between this Section 11A and any other terms or provisions of this Master Deed, the terms of this Section 11A shall control.

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance for the same, shall exist so long as the building stands.

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts. Any such amendments in subsequent phases to the Units then existing in the condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the percentage interest of the Units in the Condominium, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the Bylaws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

Any amendment involving a change in percentage interest shall, subject to the provisions of Section 16 below, require the assent of all unit owners whose percentage interest is affected by such change. No amendment shall be effective until recorded with the said Registry of Deeds.

Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, its successors and assigns, reserves the right to construct on the premises such additional Units (or any lesser part thereof) as described in Paragraph 1 and Paragraph 11, and after such construction is substantially completed to amend this Master Deed creating Phases II through XXXIV (including any sub phases), as hereinbefore described, and each Unit Owner, his successors, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed under this Master Deed and Amendments thereto, irrevocably appoints the Declarant, its successors, assigns and mortgagees as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the

provisions of this Master Deed. The right to amend this Master Deed to add such additional phase or phases shall expire seven (7) years from the date of recording this Master Deed. All future improvements with respect to the phases to be added shall be consistent with the initial improvements in terms of quality of construction. No amendment by either the Declarant or Unit Owners shall be contrary to or inconsistent with any provision of the Master Deed or Bylaws related to the operation, maintenance, repair, replacement or financing of the Facility, and the assessment of related common expenses, or any provision therein which requires the prior written approval of the Department of Environmental Protection ("DEP").

15. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time; provided however that such removal shall require the prior written approval of the Department of Environmental Protection ("DEP").

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the Bylaw of the Association shall not bar the subsequent re-submission of the premises to the provisions of Chapter 183A of the General Laws

of Massachusetts.

16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its Bylaws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors 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 Association or its Bylaws 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 even of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee.
- b. Any party who takes title to a Unit by 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 Association or its Bylaws;
- c. Any first Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or bylaw shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes subject to such first mortgages or sixty-seven

(67%) percent of the First Mortgagees (based upon one (1) vote for each first mortgaged owned), whichever is greater, shall be required to:

(i) by any act or omission, seek to abandon or terminate the Condominium; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(b) Determining the pro rata share of ownership of each Unit in the common areas and facilities.

(iii) partition or subdivide any Unit; or

(iv) by an 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 facilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or

(vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:

(a) voting;

(b) assessments, assessment

liens or subordination of any such liens;

- (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
- (d) insurance or fidelity bonds;
- (e) rights to use common areas;
- (f) responsibility for maintenance and repair of several portions of the Condominium;
- (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
- (h) boundaries of any Unit;
- (i) the interest in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, including any right of first refusal or similar restriction;
- (m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- (n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or Bylaws;
- (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; in which event the prior

written approval of the Department of Environmental Protection ("DEP") shall be required; or

(p) any provisions which are for the express benefit of mortgage holders First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units and the prior written approval of the Department of Environmental Protection ("DEP") shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Governors appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

f. In no event shall any provision of this Master

Deed of the Condominium Association or its Bylaws 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 taking of such Unit and/or the common areas and facilities.

g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to 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 owned or held by a First Mortgagee;

(ii) any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee 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 Association;

(iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

(v) DEP and Acton Board of Health shall have the right at any time, and from time to time, to enter the premises for the purpose of inspecting and testing the common leaching field.

17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium

Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

18. BOOKS, RECORDS AND FINANCIAL STATEMENTS

a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, Bylaws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during the normal business hours or under other reasonable circumstances.

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an financial statement prepared by a Certified Public Accountant for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

19. CONSTRUCTION OF DOCUMENTS

In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the Bylaws of the Association or between the Master Deed and the Bylaws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. MISCELLANEOUS

a. Captions. The captions herein inserted are only as a

matter of convenience and for reference and in no way define, limit or described the scope of this Master Deed nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

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

d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions 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 though such invalid provision had never been included herein.

e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants,

restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

IN WITNESS WHEREOF, the said PERT CORPORATION has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Thomas Finnerty, its President, and Theresa Finnerty, its Treasurer, hereto duly authorized this 21st day of July, 1993.

By: Thomas Finnerty President
Thomas Finnerty, President

Theresa Finnerty Treasurer
Theresa Finnerty, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 21, 1993

Then personally appeared the above-named Thomas Finnerty, President as aforesaid and Theresa Finnerty, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Pert Corporation, before me

Cathy S. Netburn
Notary Public
My Commission Expires:

Cathy S. Netburn
Notary Public
My Commission Expires Sept. 23, 1999

MILL CORNER CONDOMINIUM

SCHEDULE A

Those certain parcels of land with the buildings thereon, situated off of Main Street and School Street in Acton, Middlesex County, Massachusetts, being shown as Lot 1A, Parcel 1A, Parcel 1B, Parcel 2A, Parcel 2B and Parcel 2C on a plan entitled, "Definitive Plan of Mill Corner subdivision in Acton, Mass. Prepared For: Lunn and Sweeney Corporation, P.O. Box 280, Pepperell, MA. 01463", Scale: 1 inch = 40 feet, July 24, 1992, Acton survey & Engineering, In., 277 Central Street, Acton, Mass. Modified March 11, 1993, recorded April 2, 1993 as Plan No. 206 of 1993 and to which reference may be had for a more particular description of said parcels.

Lot 1A contains 259,848 square feet of land, more or less, according to said plan.

Parcel 1A contains 83,592 square feet of land, more or less, according to said plan.

Parcel 1B contains 50,353 square feet of land, more or less, according to said plan.

Parcel 2A contains 41,958 square feet of land, more or less, according to said plan.

Parcel 2C contains 249,141 square feet of land, more or less, according to said plan.

Also conveying the fee in Nylander Way as shown on said plan.

Lot 1A is also shown on a plan entitled "Plan Of Unit 9 Mill Corner Condominium In Acton, Mass. Site Plan", dated June 17, 1993 by Acton survey & Engineering, Inc, to be recorded herewith.

Said premises is conveyed subject to and with the benefit of easements, rights, restrictions and agreements of record, so far as the same are now in force and applicable, including but not limited to the following:

1. Reservation of the right to grant the Town of Acton an Option Agreement to take title to Parcel 1B, Parcel 2A and Parcel 2B to expand the existing leaching field and to construct a sewage treatment plant, as reserved and set forth herein.
2. Reservation of the right to Deed Parcel 2C to the Town of Acton following a vote of acceptance by Town Meeting.
3. Terms and conditions of the Definitive Subdivision Decision

issued by the Town of Acton Planning Board, dated September 21, 1992, recorded as Instrument No. 616 April 2, 1993, with the Middlesex south district Registry of Deeds.

4. Terms and conditions of the Planned Residential Community Special Permit issued by the Town of Acton Planning Board dated February 22, 1993, recorded as Instrument No. 617 of April 2, 1993, with said Deeds.
5. Restrictive Covenant by and between Pert Corporation and the Town of Acton, dated March 19, 1993, recorded with the Middlesex south District Registry of Deeds as Instrument No. 619 of April 2, 1993
6. The use of all common land within the Mill Corner Condominium is subject to the provisions of the Town of Acton Zoning Bylaw, as the same may be amended.
7. Provisions of Massachusetts General Laws, Chapter 183A, as amended, the within Master Deed, as it may be amended, the Bylaws of the Mill Corner Condominium Association, Inc., and the Rules and Regulations promulgated thereunder.

For title, see deed to the Declarant recorded with the Middlesex South District Registry of Deeds as Instrument No. 618 of April 2, 1993

MILL CORNER CONDOMINIUM

PHASE I

SCHEDULE B

<u>UNIT NO.</u>	(APPROXIMATE) SQUARE FOOTAGE
9	2461

The Unit Designation of each Unit and a statement of its location, approximate are, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans hereinbefore mentioned and recorded herewith, which are incorporated herein and made a part hereof. Each unit is used only as a single-family home.

MILL CORNER CONDOMINIUM

SCHEDULE C

Upon Completion of Phase I:

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
9	100%

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in this Schedule C, has complied with the provisions of Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11 and 14 of the same, the Declarant reserves the right to add additional Phases, in an order so desired, including the right to include Sub-phases within any such Phase, as well as the right to combine any Phases or eliminate any Phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a). The Declarant will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

SCHEDULE D

MILL CORNER CONDOMINIUM

Shared Private Driveways (SPD)
and Common Areas

Unit No.	Shared Private Driveway	Limited Common Area
1	Units 1, 2, and 3	None
2	Units 1, 2, and 3	A
3	Units 1, 2, and 3	A
4	Units 4, 5, and 6	A
5	Units 4, 5, and 6	A
6	Units 4, 5, and 6	B
7	Units 7, 8, and 9	B
8	Units 7, 8, and 9	C
9	Units 7, 8, and 9	C
10	Units 10 and 11	C
11	Units 10 and 11	C
12	None	None
13	None	None
14	Units 14, 15, 16, and 17	None
15	Units 14, 15, 16, and 17	None
16	Units 14, 15, 16, and 17	D
17	Units 14, 15, 16, and 17	D
18	Units 18, 19, and 20	D
19	Units 18, 19, and 20	D
20	Units 18, 19, and 20	None
21	None	None
22	None	None
23	None	None
24	A.J.P.	None
25	A.J.P.	None
26	A.J.P.	E
27	A.J.P.	E
28	A.J.P.	None
29	A.J.P.	F
30	A.J.P., Units 30, 31, 32, and 33	F
31	A.J.P., Units 30, 31, 32, and 33	F
32	A.J.P., Units 31, 31, 32, and 33	G
33	A.J.P., Units 30, 31, 32, and 33	G
34	A.J.P.	G

***A.J.P. refers to Abel Jones Place which is a shared private driveway servicing all units located off of Abel Jones Place. Units 30, 31, 32, and 33 are also serviced by a shared private driveway located off of Abel Jones Place.

MONTHLY ASSESSMENT

\$25 LEACH FIELD REPAIR	15 YEARS \$153,000
\$5 INSURANCE	2 MILLION DOLLAR LIABILITY POLICY
\$9 EDISON POWER	\$306 PER MONTH
<u>\$1 ACCOUNTING</u>	\$34 PER MONTH
\$40 TOTAL	

AMENDMENT NO. 2 TO THE MASTER DEED
OF MILL CORNER CONDOMINIUM

PHASE III

Pert Corporation, a Massachusetts Corporation, having its usual place of business at P.O. Box 549, Maynard, MA 01754, being the Declarant in a Master Deed of Mill Corner Condominium dated July 21, 1993, recorded July 22, 1993, as Instrument No. 764 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed as amended, including but not limited to Sections 1, 11 and 14 of said Master Deed does hereby amend the Master Deed of Mill Corner Condominium to create Phase III of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts general Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by the Mill Corner Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase III is located on land located at Lot 1A, Parcel 1A, Parcel 1B, Parcel 2A, Parcel 2B and Parcel 2C and the fee in Nylander Way, Acton, Middlesex County, Massachusetts, as described in Schedule A of this Amendment and consists of one (1) Unit located thereon, shown as Phase 3 on plan entitled, "Plan of Unit 12 (Phase 3) Mill Corner Condominium in Acton, Mass. Site Plan" dated August 24, 1993, Scale: 1 inch = 30 feet, Acton Survey & Engineering, Inc. 277 Central St., Acton, Mass., to be recorded herewith, and the Condominium Floor Plan to be recorded herewith, said Plans being the Condominium Plans hereinafter referred to.

3. DESCRIPTION OF BUILDING. Phase III of the Condominium consists of one (1) building containing one (1) Unit, as shown on the Condominium Plans hereinbefore referenced. Said building is constructed principally of masonry foundation, wood frame, wood siding with asphalt shingle roof as shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium Plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages as set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each unit is membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws. The said Units are conveyed subject to and together with the benefit of the Unit Appurtenances as set forth in Paragraph 10 of the Master Deed and as further shown on Schedule D to the Master Deed.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. Paragraph A(2) of Section 10. UNIT APPURTENANCES of the Master Deed is hereby deleted and the following substituted in its place:

2. The exclusive right and easement to use the walkways, driveways, steps and Exclusive Use Area ("EUA") corresponding to the number of the unit shown on the Condominium Plans referred to herein, for the modification of units as set forth in Paragraph 8 of the Master Deed, and for such other uses, and subject to such limitations as are imposed by the Board of Governors of the Association. All landscaping in the EUA's, except for such landscaping and plantings as set forth on the Landscape Plan of Mill Corner (Pages 17-19 of the Master Plan of Mill Corner PCRC dated September 28, 1992) shall be subject to the prior written approval of the Condominium Association. The EUA's shall also be subject to access by the Board of Governors of the Association for maintenance, inspection and repair of the EUA's and any common utilities, walks, drives or other shared facilities located therein, provided, however, that notwithstanding anything to the contrary contained herein, the maintenance and repair of said EUA shall be the responsibility of and at the sole expense of said Unit Owner.

11. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the units in Phase III is subject to all of the provisions of said Master Deed, the By-Laws of the Mill Corner Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

IN WITNESS WHEREOF, the said Pert Corporation has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Thomas Finnerty, its President, and Theresa Finnerty, its Treasurer, hereto duly authorized this 27th day of August , 1993.

PERT CORPORATION

By: Thomas Finnerty President
Thomas Finnerty, President
By: Theresa Finnerty Treasurer
Theresa Finnerty, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 27, 1993

Then personally appeared the above-named Thomas Finnerty, President, and Theresa Finnerty, Treasurer, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Pert Corporation, before me

Cathy S. Netburn
Notary Public
My Commission Expires:

s:\condo\mill.wp

~~Notary Public~~ Cathy S. Netburn
Notary Public
My Commission Expires Sept. 23, 1999

MILL CORNER CONDOMINIUM

SCHEDULE A

Those certain parcels of land with the buildings thereon, situated off of Main Street and School Street in Acton, Middlesex County, Massachusetts, being shown as Lot 1A, Parcel 1A, Parcel 1B, Parcel 2A, Parcel 2B and Parcel 2C on a plan entitled, 'Definitive Plan of Mill Corner subdivision in Acton, Mass. Prepared For: Lunn and Sweeney Corporation, P.O. Box 280, Pepperell, MA. 01463', Scale: 1 inch = 40 feet, July 24, 1992, Acton survey & Engineering, In., 277 Central Street, Acton, Mass. Modified March 11, 1993, recorded April 2, 1993 as Plan No. 206 of 1993 and to which reference may be had for a more particular description of said parcels.

Lot 1A contains 259,848 square feet of land, more or less, according to said plan.

Parcel 1A contains 83,592 square feet of land, more or less, according to said plan.

Parcel 1B contains 50,353 square feet of land, more or less, according to said plan.

Parcel 2A contains 41,958 square feet of land, more or less, according to said plan.

Parcel 2C contains 249,141 square feet of land, more or less, according to said plan.

Also conveying the fee in Nylander Way as shown on said plan.

Lot 1A is also shown on a plan entitled "Plan Of Unit 12 Mill Corner Condominium In Acton, Mass. Site Plan", dated 1993 by Acton Survey & Engineering, Inc, to be recorded herewith.

Said premises is conveyed subject to and with the benefit of easements, rights, restrictions and agreements of record, so far as the same are now in force and applicable, including but not limited to the following:

1. Reservation of the right to grant the Town of Acton an Option Agreement to take title to Parcel 1B, Parcel 2A and Parcel 2B to expand the existing leaching field and to construct a sewage treatment plant, as reserved and set forth herein.
2. Reservation of the right to Deed Parcel 2C to the Town of Acton following a vote of acceptance by Town Meeting.
3. Terms and conditions of the Definitive Subdivision Decision issued by the Town of Acton Planning Board, dated September 21, 1992, recorded as Instrument No. 616 April 2, 1993, with

the Middlesex south district Registry of Deeds.

4. Terms and conditions of the Planned Residential Community Special Permit issued by the Town of Acton Planning Board dated February 22, 1993, recorded as Instrument No. 617 of April 2, 1993, with said Deeds.
5. Restrictive Covenant by and between Pert Corporation and the Town of Acton, dated March 19, 1993, recorded with the Middlesex south District Registry of Deeds as Instrument No. 619 of April 2, 1993.
6. The use of all common land within the Mill Corner Condominium is subject to the provisions of the Town of Acton Zoning Bylaw, as the same may be amended.
7. Provisions of Massachusetts General Laws, Chapter 183A, as amended, the within Master Deed, as it may be amended, the Bylaws of the Mill Corner Condominium Association, Inc., and the Rules and Regulations promulgated thereunder.

For title, see deed to the Declarant recorded with the Middlesex South District Registry of Deeds as Instrument No. 618 of April 2, 1993.

s:\condo\millamen.wp.11

MILL CORNER CONDOMINIUM

PHASE III

SCHEDULE B

UNIT NO.

(APPROXIMATE)
SQUARE FOOTAGE

12

2,990

The Unit Designation of each Unit and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans hereinbefore mentioned and recorded herewith, which are incorporated herein and made a part hereof. Each Unit is used only as a single-family home.

s:\condo\millamen.wp.13

MILL CORNER CONDOMINIUM

SCHEDULE C

Percentage of Interest
Upon Completion of Phases I, II and III

<u>UNIT NO.</u>	<u>III</u>
12	33.333%
22	33.333%
9	<u>33.333%</u>
	100%

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in this Schedule C, has complied with the provisions of Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11 and 14 of the same, the Declarant reserves the right to add additional Phases, in an order so desired, including the right to include Sub-phases within any such Phase, as well as the right to combine any Phases or eliminate any Phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a). The Declarant will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

s:\condo\millamen.wp.14