



RESIDENTIAL BROKERAGE

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ABV - Master Deed



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**CONDOMINIUM MASTER DEED**

**ANGELL BROOK VILLAGE CONDOMINIUM  
A CONDOMINIUM FOR RESIDENTS FIFTY-FIVE  
YEARS OF AGE OR OLDER ON SHREWSBURY STREET  
WEST BOYLSTON, MASSACHUSETTS**

Angell Brook Drive, West Boylston

**A. Creation of Condominium**

The undersigned, Angell Brook Development Corporation, a Massachusetts business corporation, having a principal office at 910 Boston Post Road, Suite 210, Marlboro, Massachusetts 01752, hereinafter called the "Declarant," being the sole owner of the land with the buildings thereon on Hartwell Street and Shrewsbury Street, West Boylston, Worcester County, Massachusetts, described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state that it proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

**B. Description of Land**

The Premises that constitute the condominium comprise the land (the "Land") as described in Exhibit A attached hereto, and buildings situated at Shrewsbury Street and Angell Brook Drive, West Boylston, Massachusetts (collectively, the "Condominium"), as shown on a site plan entitled: "Angell Brook Village An Adult Living Community in West Boylston, Massachusetts, dated September 27, 2005, by Heritage Design Group and floor plans entitled; "2-6 Angell Brook Drive", by Heritage Design Group, Uxbridge, Massachusetts, said plans being the Condominium plans hereafter referred to, all of which are recorded herewith.

Phase IA of the Condominium consists of 3 units situated in one building, having access by Angell Brook Drive to Shrewsbury Street, all shown on the Condominium Phasing Plans, which show the layout, location, unit numbers and dimensions of the units as built. The Declarant intends, and hereby reserves the right, but not the obligation, to create five (5) additional phases, including any part thereof, as shown on the plans hereinbefore mentioned. All improvements intended for each future phase will be substantially completed prior to the addition of the phase in question. Improvements in future phases will be consistent with initial improvements in Phase IA in terms of quality of construction. When and if all phases are completed, the Condominium will contain one hundred and twelve (112) units.

MARL  
Amy Catherine Trifilo  
Baron & Trifilo LLP  
45 Fairfield St., 4th Floor  
Boston, MA 02116

Good Title Co.  
#8249-AB

(17)

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The Declarant hereby expressly reserves to itself and its successors-in-title and its or their nominees, for a period ending seven (7) years next after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium including said additional phases, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the right in the creation of subsequent phases (including the right to create subphases within one or more phases) to change the order of such phases, or the configuration of the condominium, 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 also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas of the Condominium land for access to and from buildings and parking spaces located on other Phases, or other developments. The Declarant also reserves the right to grant mortgages on any future phases.

The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and building 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.

#### **C. Description of Buildings**

Phase 1A of the Condominium consists of 3 units located in one building, all shown on the Condominium Plans above described.

The buildings have a masonry foundation, are constructed principally of wood, have vinyl siding, wood joists, and asphalt shingle roofs. The buildings that contain Units 2, 4 and 6 consist of one (1) story plus a basement and garage.

The buildings are more fully described on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said buildings are hereinafter collectively called the "Buildings," or the "buildings."

**D. Description of Units, Garages, Decks, and Heating and Cooling Systems**

**(1) Units**

The unit designation of each unit and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are shown on the plan referred to herein above.

The boundaries of each of the units with respect to the floors, ceilings, and walls thereof are as follows:

- (a) **Floors:** The upper surface of the concrete basement floor slab.
- (b) **Ceilings:** The planes of the lower surface of the ceiling joists.
- (c) **Walls:** As to all units: The plane of the surface of the wall studs facing the interior of the unit.
- (d) **Pipe Chases or Other Enclosures** concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are a part of the common areas and facilities.
- (e) **Doors and Windows** that open from a unit are part of the unit from which they open.
- (f) **Chimneys and flues** located within chimneys, are a part of the common areas and facilities. Unit owners shall be responsible for cleaning and maintaining the exterior of that portion of the chimney that is within their unit. All other maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees of the Condominium Trust, upon the initiative of the Condominium Trust, but at the expense of the owner of the unit served by the chimney and/or flue that is the subject of any such maintenance, repair or replacement. The Trustees shall decide upon maintenance, repairs and replacements to be made to chimneys and flues, but the cost of such work shall be borne by the owner of the unit served by such chimney or flue.

**(2) Decks and Terraces**

Certain units have direct access to a deck or a terrace. All decks and terraces are a portion of the common areas and facilities. The owner of any unit that has direct access to a deck or terrace shall have, as an appurtenance to his or her Unit, an easement for the exclusive right to use such deck or terrace. Unit owners whose units have direct access to a deck or terrace may place ordinary items of furniture and plants on such decks or terraces,

provided that no deck or terrace shall be overloaded and that all such furniture and plants shall be entirely contained within the deck or terrace. Decks and terraces shall not be enclosed without the written approval of the Trustees of the Condominium Trust. The responsibility to maintain, repair and replace the structure of the decks and terraces shall be that of the Condominium Trust. Unit Owners whose units have direct access to a deck or terrace shall maintain the deck or terrace (except for the structure thereof, the maintenance of which is the responsibility of the Condominium Trust) in a neat and orderly condition. Annual maintenance of the decks, including painting, staining and repairing enclosures may be undertaken by the Condominium Trust at the expense of the Unit Owner with the exclusive right to use the deck.

### (3) Heating and Cooling Systems

Each unit contains equipment to provide heating and cooling to that unit. Each unit is served by a compressor which supplies refrigeration to the unit. All of said compressors, and certain piping, wiring and equipment appurtenant to said compressors and air-handling units, are located on the exterior of the buildings. Said compressors and piping, wiring and equipment appurtenant thereto are hereinafter called "HVAC Equipment." All HVAC Equipment (including the aforementioned compressors thereto), whether located within or without the units, is appurtenant to the unit it serves, and the entire cost of maintenance, fuel, operation, repair, maintenance, and replacement of such HVAC Equipment shall be the responsibility of the individual unit owner of the unit served by said HVAC Equipment regardless of the fact that said compressors and said piping, wiring and equipment are located, as aforesaid, outside of the unit. Each unit owner shall have an easement to use, maintain, operate, repair and replace all HVAC Equipment serving his or her unit and located in the common areas and facilities or in any of the other units, and each unit owner shall be subject to such easement in favor of other unit owners.

### E. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph B ("Description of Land") of this Master Deed and all parts of the buildings as described in paragraph C ("Description of Buildings") of this Master Deed, other than the units described on Exhibit C hereto, subject to the provisions regarding HVAC Equipment set forth in Section D(3).

Without limiting the foregoing language in this paragraph E, the common areas and facilities of the Condominium include:

- (1) The land described in paragraph B ("Description of Land") of this Master Deed;
- (2) The foundations of the buildings and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof

beams and joists and all structural members appurtenant to such floor, ceiling and roof beams and joists, and exterior walls, any interior bearing walls, the subflooring below the upper surface thereof, roofs, and all structural portions of the buildings;

(3) Installations of central services such as power, drains, water, but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within or without such unit, are (as set forth in Section D(3)) a part of the unit that they service and are not a part of the common areas and facilities;

(4) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for furnishing utility services or waste removal, and vents contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;

(5) Except as set forth in Section D(3), all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for furnishing utility services or waste removal, and vents that are located within the units but that service more than one unit;

(6) Exterior lighting devices and wires and poles serving the same;

(7) The drainage structures, the wetland areas, the roadways and sidewalks, and the open space areas of the Condominium.

(8) All other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described in Exhibit C hereto. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth in Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

The following formula shall be used to determine each unit's percentage beneficial interest in the common areas and facilities of the Condominium regardless of the number of phases created or the order of their creation:

1. Unit Type A (Wachusett) is assigned a value figure of .8760
2. Unit Type B (Quabbin/Merrimac) is assigned a value figure of .9421
3. Unit Type C (Blackstone/Charles) is assigned a value figure of 1.00

The percentage interest of any unit at the time of its creation and at the creation of any and all subsequent phases may be determined and shall be expressed as a fraction, the numerator of which is the above-referenced value figure for said unit and the denominator of which is the aggregate of the value figure of all units then in existence.

The Grantor has reserved the right to add additional phases or subphases. The percentage interest of a unit in the common areas of the condominium is equal to the approximate relation that the

fair value of the unit on the date of the master deed bears to the then aggregate fair value of all the units. As subsequent phases are added, the percentage interest of units shall change. The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.00 percent total for all Units. The Beneficial Interest so determined shall be set forth in the Amendment(s) to the Master Deed by which the additional Unit or Units resulting in such change of Beneficial Interest is added to the Condominium. Each Unit Owner and mortgagee, by acceptance of a Unit Deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under the Master Deed and in the Declaration of Condominium Trust. Solely for the purposes of calculating common and special assessments, said changes may be rounded to the nearest dollar but calculated using said percentage interest.

**F. Master Plans**

A set of the floor plans of the buildings showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

**G. Use of Units**

(1) The buildings and each of the units may only be used for residential purposes by persons fifty-five years of age or older. No unit shall be occupied by more than one (1) family unit nor more than two (2) unrelated persons per bedroom. A Unit owner shall not cause or allow the use or occupancy of his or her unit for any purpose other than as a private residence for persons fifty-five years of age or older. The sole exception to such limits on occupancy shall be that a Unit may be occupied by guests of a resident for not more than fourteen (14) consecutive days nor more than twenty-eight (28) cumulative days per calendar year unless a longer period is approved in writing by the Trustees which approval may be revoked at any time by the Trustees. No guests may occupy a Unit unless a resident is also in occupancy. The Trustees shall have the power to make an exception to the occupancy limitations in order to properly accommodate the medical needs of a resident. Such medical needs and the expected term of such medical needs shall be certified under oath in writing by the physician of such resident. Certifications of medical needs shall be renewed annually or more frequently according to the expected term of medical needs. No one may occupy a Unit under a certification of medical needs unless such medically needy resident is also in occupancy.

(2) No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Angell Brook Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

(3) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the units, the Declarant or its successors-in-title or their nominees may use one or more units for sales offices and models.

(4) The Town of West Boylston requires the maintenance of Open Space at the Condominium and reserves the right to allow public access to the walking trails. The Trustees of the Angell Brook Village Condominium Trust shall be responsible for adherence to the Open Space Maintenance Plan as required by the Town.

#### H. Amendment of Master Deed

This Master Deed may be amended by (i) a vote of the owners of units equited to not less than sixty-six and two thirds percent (66 2/3%) of the undivided interests in the common areas and facilities; and (ii) the assent of not less than fifty-one percent (51%) (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Angell Brook Village Condominium Trust, in which case such higher percentage specified in said Section 33 shall apply) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) a vote of a majority of the Trustees of the Angell Brook Village Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Angell Brook Village Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of unit owners, first mortgagees and Trustees set forth in the immediately preceding sentence, has been duly recorded in the Worcester District Registry of Deeds, provided, however, that:

(1) No such instrument shall be of any force or effect unless and until the same has been recorded in the Worcester District Registry of Deeds within six (6) months after the requisite vote of the unit owners and the Trustees, and the requisite assent of first mortgagees has taken place, except for amendments relating to phasing which shall not require mortgagee assent; and

(2) Pursuant to the provisions of M.G.L. c. 183A §5(b)(1), the percentage of the undivided interest of each unit owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all unit owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded, except for amendments relating to phasing which each unit owner hereby consents to the modification of percentage interest attributable to each individual Unit due to such amendments to create additional phasing; and

(3) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and



- (4) No instrument of amendment that alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any unit in the Condominium, and
- (5) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect; and
- (6) Notwithstanding any other provisions of this Section (b), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust; and
- (7) No instrument of amendment that would alter the restrictions on age, use and occupancy shall be of any force or effect unless the prior written approval of the Planning Board of the Town of West Boylston has been obtained

Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission, or to add additional phasing as contemplated herein, provided, however, that no amendment to the restrictions on age, use and occupancy shall have any force or effect unless the Declarant has obtained the prior written approval of the Planning Board of the Town of West Boylston.

#### **I. Condominium Unit Owners Association**

The name of the Trust that has been formed and through which the unit owners will manage and regulate the Condominium hereby established is the Angell Brook Village Condominium Trust under Declaration of Trust, dated October 18, 2005, to be recorded herewith. The address of the Trust is 910 Boston Post Road, Suite 760, Marlboro, MA 01752. Subsequent to the expiration of the term of the Initial Board, the address of the Trust will be Angell Brook Village Drive, West Boylston, Massachusetts 01583. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each unit owner in said Trust shall be the same percentage interest as his or her percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The name, address and term of office of the Trustee of said Trust is as follows:

Angell Brook Development Corp. 910 Boston Post Road, Suite 260  
Marlboro, MA 01752

**Term:** As set forth in Section III of the Declaration of Trust of Angell Brook Village Condominium Trust.

The Trustee has enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust recorded herewith.

**J. Name of Condominium**

The Condominium hereby established shall be known as the "Angell Brook Village Condominium."

**K. Encroachments**

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (i) settling of the buildings; or (ii) condemnation or eminent domain proceedings; or (iii) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended; or (iv) repair or restoration of the buildings or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the buildings stand.

**L. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines, and Other Common Facilities Located Inside of Units**

Each unit owner shall have an easement in common with the owners of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his or her unit. Each unit shall be subject to an easement in favor of the owners of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees of the Condominium Trust shall have a right of access to each unit, to inspect the same, to remove violations therefrom, and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the buildings.

**M. Creation of Duplex Units**

In the event that at any time, or from time to time, two (2) or more contiguously located Units are in Common ownership and if the Owner of such Units (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

(1) The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his or her intention to physically connect such Units, and such notice shall be accompanied by (A) a plan drawn by an architect registered in Massachusetts, showing the work that the Duplex Owner proposes to perform; and (B) a written statement by such registered architect that such work will not impair the structural integrity of the buildings; and (C) a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the buildings, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to, engage an architect to so advise them.)

(2) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the buildings, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of the Master Deed.

(3) When the work is complete, the Duplex Owner shall notify in writing the Trustees of the Condominium Trust that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full. Such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the buildings. During such time as the Units are physically connected, the Duplex Owner and his or her successors-in-title to such Units shall have an easement for himself or herself and those lawfully occupying such Units, to pass and re-pass through the Common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of the Master Deed. In the event that at any time or from time to time two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then-Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement. This replacement will follow the procedure set forth hereinabove in this Section M. of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection

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of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his or her Unit Deed, shall be deemed to have expressly assented to the provisions of this Section M. of this Master Deed.

**N. All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust**

All present and future owners, tenants, visitors, servants, and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and the Rules and Regulations of the Condominium Trust, as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit, shall constitute an agreement that the provisions of this Master Deed, as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth in Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and that 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof. All present and future owners, consent to the alteration of their interest in the common area which results from the creation of additional phases.

**O. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association**

Reference is hereby made to Section 33 of the Bylaws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

**P. Invalidity**

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

**Q. 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.

**R. Captions**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

**S. Conflicts**

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

EXECUTED as an instrument under seal at West Boylston, Worcester County, Massachusetts this 4 day of October, 2005.

Signed and sealed in the presence of:

Christine Bastien

ANGELL BROOK DEVELOPMENT CORPORATION

By: [Signature]  
Richard L. Costello, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

October 18, 2005

On this 18 day of October, 2005 before me the undersigned notary public, personally appeared Richard Costello President and Treasurer of Angell Brook Development Corporation proved to me through satisfactory evidence of identification which were verba to be the persons whose name is signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose and to be the free act and deed of Angell Brook Development Corporation., before me,

[Signature]  
Notary Public  
My Commission expires



## Exhibit A

Incorporated by reference into and made a part of the Master Deed of the Angell Brook Village Condominium, Shrewsbury Street, West Boylston, Worcester County, Massachusetts

## Description of Land

The Land and the buildings thereon in West Boylston, bounded and described as follows:

A certain parcel of land shown as Phase 1A on a plan entitled "Condominium Site & Floor Plan, '2-6 Angell Brook Drive' West Boylston, Massachusetts, prepared for Angell Brook Development Corp.," dated September 27, 2005, drawn by Heritage Design Group and recorded at the Worcester County Registry of Deeds as Plan ~~8,33~~ Plan Number ~~91~~.

Said premises are subject to zoning laws of the Town of West Boylston and City of Worcester and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

The above described premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

For Title see Deed to Angell Brook Development Corporation dated March 31, 2005 and recorded in Book 36354 Page 241.

**Exhibit B**

Incorporated by reference into and made a part of the Master Deed of the Angell Brook Village Condominium, Shrewsbury Street, West Boylston, Worcester County, Massachusetts

**Description of Buildings**

There is one (1) building on the land described in Exhibit A to this Master Deed. Said building is described as follows:

The Townhouse 1 building is a three unit townhouse building facing Angell Brook Drive. The units have post office address of 2, 4 and 6 Angell Brook Drive. The building is constructed principally of wood on a concrete foundation. The exterior walls are faced with vinyl siding. The roof is covered with asphalt shingles. Each townhouse unit includes a garage and deck or terrace to which it has direct access.

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## Exhibit C

Incorporated by reference into and made a part of the Master Deed of the Angell Brook Village Condominium, Shrewsbury Street, West Boylston, Worcester County, Massachusetts,

## Description of Units

The unit designation of each unit, post office address, approximate area, and its proportionate interest in the common areas and facilities of the condominium are set forth herein:

Unit Designation	Post Office Address	Approx. Area/sq. ft.	Proportionate Interest in Common Areas
Townhouse Building 1			
Unit 2	2 Angell Brook Dr	Merrimac/3037	.3498
Unit 4	4 Angell Brook Dr	Wachusett/2595	.3251
Unit 6	6 Angell Brook Dr	Wachusett/2692	.3251

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## Exhibit D

Incorporated by reference into and made a part of the Master Deed of the Angell Brook Village Condominium, Shrewsbury Street, West Boylston, Worcester County, Massachusetts, are the condominium site and floor plans entitled "Condominium Site & Floor Plan 2-6 Angell Brook Drive" West Boylston, Massachusetts Prepared for Angell Brook Development Corporation," dated September 27, 2005, consisting of 3 sheets and recorded in the Worcester District Registry of Deeds, Plan Book 843, as Plan 91.

Together with an appurtenant easement for emergency vehicle access from Barry D. Hoffman and Ernest W. Foster, Jr., co-partners dba 100 Hartwell Associates to Angell Brook Development Corporation dated July 14, 2005 and recorded in Book 36930 Page 93, as amended by Amended Easement dated 7/30/05, and recorded in Book 37508 Page 25, and affidavit in Book 37641, Page 144.

Subject to the Following:

1. Mortgage and Security Agreement from Angell Brook Development Corporation to Commerce Bank & Trust Company dated March 31, 2005 and recorded in Worcester Registry of Deeds in Book 36354 Page 245;
2. Collateral Assignment of Leases and Rents from Angell Brook Development Corporation to Commerce Bank & Trust Company dated March 31, 2005 and recorded with said Deeds in Book 36354 Page 257;
3. Mortgage from Angell Brook Development Corporation to Blackcomb Associates, LLC dated March 31, 2005 and recorded in Book 36354 Page 265;
4. Excepting so much thereof as was conveyed to Keystone Development corp. by deed dated February 4, 2002 and recorded in Book 26261 Page 224;
5. Order of Conditions by the West Boylston Conservation Commission vs. Blackcomb Associates, dated May 15, 2002 and recorded in Book 26662 Page 295 (DEP File No. 327-173);
6. Rights and easements to New England Telephone and Telegraph Company dated August 15, 1951 and recorded in Book 3369 Page 94;
7. Rights and easements to New England Telephone and Telegraph Company, dated December 2, 1935 and recorded in Book 2661 Page 118;
8. Rights and easements to American Telephone and Telegraph Company of Massachusetts, dated January 2, 1903 and recorded in Book 1736, Page 591;
9. Rights and easements to American Telephone and Telegraph Company of Massachusetts, dated January 30, 1903 and recorded in Book 1739 Page 363;
10. Rights and easements to Connecticut River Transmission Company and New England Power Company in book 1908, Page 87, Book 1969 Page 21, Book 2020 Page 27 and Book 2145 Page 490;
11. Order of Sewers and Betterment Assessments recorded in Book 21114 Page 17 and Book 21642 Page 370 respectively;
12. Release of damages (obtained in connection with the creation of the Wachusett Reservoir) to the Commonwealth of Massachusetts dated January 25, 1906 and recorded

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- in Book 1824 Page 557;
13. Order of Conditions by West Boylston Conservation Commission against Keystone Development Corporation (applicant) and Blackcomb Associates, LLC (owner), DEP File No. 327-206, dated January 10, 2005 and recorded in Book 35730 Page 33;
  14. Possible lien for utility charges under MGL chapter 164, sections 58B-58F;
  15. Terms and provisions of Site Plan Approval and Special Permit from West Boylston Planning Board to Angell Brook dated January 26, 2005 and recorded in Book 36253 Page 305;
  16. Easements for poles and wires to Verizon New England, inc. dated June 6, 2005 and recorded in Book 36589 Page 1.

The appurtenant easement for emergency vehicle access recorded in Book 36980 Page 93, as amended is subject to an annual fee of \$6,000.00 and is subject to the following encumbrances:

Slope and drain line easement between Barry D. Hoffman and Ernest W. Foster, Jr. d/b/a 100 Hartwell Associates, and Henry T. Michie, Trustee of Image Realty Trust under Declaration of Trust dated March 31, 1999 by Easement Agreement dated March 31, 1999 and recorded in Book 21486 Page 322;

Orders for Sewers and Betterment Assessments by Town of West Boylston vs 100 Hartwell Associates dated February 3, 1999 and recorded in Book 21114 Page 17 and dated July 7, 1999 and recorded in Book 21642 Page 370, respectively.

ATTEST: WORC. Anthony J. Vignotti, Register

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