

VILLAGE LANDING CONDOMINIUM

ALLOWED

TEWKSBURY, MASSACHUSETTS


JUSTICE

MASTER DEED

Chester C. Sullivan and George T. Nawn, Sr. being all of the Trustees of Village Landing Nominee Trust under a Declaration of Trust dated March 17, 1986, duly recorded in the Land Registration Office of the Middlesex North District Registry of Deeds, as Document No. 109480 on Certificate of Title No. 27081, having an usual place of business at 27 Henry J Drive, Tewksbury, Middlesex County, Massachusetts, being the sole owner of the land in said Tewksbury described in paragraph 1 following, and shown on the Condominium plan hereinafter described in paragraph 1 following, does hereby, by duly executing and recording this Master Deed, submit the said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances thereto belonging (hereinafter sometimes called the Property) to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect to the Property a Condominium to be governed by and to be subject to the provisions of said Chapter 183A. The Property is a Condominium to be known as the VILLAGE LANDING CONDOMINIUM (hereinafter sometimes called the Condominium).

1. Description of land. The land on which the buildings and improvements are located is situated on the Westerly side of Main Street in said Tewksbury being described as follows:

The land in said Tewksbury with the buildings thereon, bounded and described as follows:

NORTHEASTERLY by Main St., two hundred thirty-five (235) feet;
SOUTHEASTERLY by land now or formerly of the Town of Tewksbury, by three courses, one hundred forty-one and 42/100 (141.42) feet, one hundred four and 30/100 (104.30) feet and two hundred fifty-three and 57/100 (253.57) feet;
SOUTHWESTERLY by Lot 8 as shown on a plan hereinafter referred to, two hundred seventy-nine and 60/100 (279.60) feet;
NORTHWESTERLY by land now or formerly of Bowley as shown on said plan, one hundred eighty-three and 78/100 (183.78) feet;
NORTHEASTERLY one hundred thirty-five (135) feet;
NORTHWESTERLY by Lot 2 as shown on said plan, seventy-five (75) feet;
NORTHEASTERLY two hundred twenty-two and 18/100 (222.18) feet;
and
NORTHWESTERLY by Lot 3 as shown on said plan, one hundred twenty-five (125.00) feet.

All of said boundaries are determined by the Land Court to be

located as shown on subdivision plan 19570-E, drawn by Robert P. Morris, R.L.S. dated February 10, 1986, as approved by the Court, filed in the Land Registration Office, a portion of which is filed with Certificate of Title No. 27065, and said land is shown as Lot seven (7) on said plan.

The premises are subject to the right of the Declarant and its successors and assigns to install and maintain, and to grant to others the right to install and maintain utility lines, pipes, conduits, wires and related works including, but not limited to, those required for water, sewer, sanitary waste disposal systems, pumping stations, drainage, electricity, gas and telephone, and communications, over, under and through such portions of the Property as are not occupied by buildings as shown on the Condominium Plan, together with the right to maintain, repair or replace the same and to enter upon the premises for such purposes, and the right to grant easements for access to the Town of Tewksbury for the provision of municipal services to the Property including, but not limited to, fire, police and emergency services.

2. Description of Buildings. The Condominium consists of two (2) buildings shown on the Condominium Plan, containing the number of stories as specified in the description of the Units as set forth in Paragraph 3 hereof. One of said buildings, (Building A), contains seven (7) Units being generally described as two stories in height and consisting of concrete block and steel frame construction. One of said buildings (Building B) contains one (1) Unit and is currently existing building described as one story in height and consisting of concrete block and wood frame construction.

3. Description of Units and Their Boundaries. The designation of each Unit of the Condominium, its location, approximate area, immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit A annexed hereto, and in Floor Plans of the buildings entitled "Floor Plan As Built VILLAGE LANDING CONDOMINIUM TEWKSBURY, MASS. Owned by: Village Landing Nominee Trust Scale: 1/8" = 1' Sept. 11, 1986 ROBERT P. MORRIS R.L.S. Tewksbury, Mass." which contain the certifications required by Mass. General Laws Chapter 183A, Section 8, Paragraph (f) recorded herewith.

Included within each Unit are the windows, doors and the inside portions of the window and door frames located beyond the boundaries of the Unit, as to which each such Unit shall have the right and easement of encroachment over the Common Elements.

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

A. Floors: The upper surface of the subflooring, or in the case of basement areas, the upper surface of the concrete floor slab.

B. Ceilings: The plane of the lower surface of the overhead floor joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the ceiling joists.

C. Interior Building Walls Between Units: The plane of the interior surface of the wall studs or concrete wall facing such Unit or, with respect to basement areas, if applicable, the interior surface of the concrete wall.

D. Exterior Building Walls: The plane of the interior surface of the wall studs, or with respect to basement areas, if applicable, the interior surface of the concrete wall.

4. Description of the Common Elements. The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit A annexed hereto.

The Common Elements of the Condominium shall consist of the entire property as shown on the Condominium Plan including all parts of the building and improvements thereon other than the Units.

The Common Elements will include, without limitation, the following:

(a) The land, lawns, gardens, interior roadways, walks, pathways, parking and other improved areas, not within the Units.

(b) Those portions of the Buildings not included within the boundaries of the Units contained therein (except the windows, doors and certain portions of the window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, interior stairways, halls, bathrooms, roofs, roof trusses and systems, gutters, drainage down-spouts and elements attached to the Buildings but not included with the Units.

(c) The exterior stairways and stoops and railings and supports thereon, together with any steps and walks leading thereto.

(d) All conduits, ducts, plumbing, wiring, flues and sanitary waste disposal and drainage pipes and systems located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

(e) As to sewerage, sanitary waste disposal systems, drainage, water and other utility conduits, lines, pipes and wires situated on the premises, the right and easement to use the same shall be included in the Common Elements.

(f) All other items, other than the Units, listed as Common Areas and Facilities in Massachusetts General Laws, Chapter 183A and located on the premises described in paragraph 1.

The Common Elements shall be subject to the provisions of the By-Laws of the Association, the matters set forth in paragraph 1 hereof, the Rules and Regulations promulgated pursuant to the Condominium Documents with respect to the use thereof.

5. Floor Plans. Simultaneously with the recording of this Master Deed there is being recorded a set of the Floor plans of the Building of the Condominium showing the layout, location, Unit numbers and dimensions of the Units, bearing the statement of a registered architect, registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units, as built. Such Floor plans have been previously referred to in Paragraph 3 hereof.

6. Use of the Units. Unless otherwise permitted by instrument in writing duly executed in accordance with the By-Laws of the Association:

(a) No use of any Unit in Building A, or any portion thereof may be made except as professional and/or general offices, stores and shops, including, but not limited to offices for physicians, dentists, attorneys, accountants, engineers, architects, land surveyors, travel agents, data processors, real estate brokers, chiropractors, insurance brokers, banking facilities, gift and specialty shops, which shall be allowed to sell alcoholic beverages, clothing stores, real estate brokers, chiropractors, insurance brokers, banking facilities, gift and specialty shops, which shall be allowed to sell alcoholic beverages, clothing stores, retail and other uses accessory thereto, and uses consistent with the general tenor and surrounding of the Condominium. No use of the Unit in Building B or any portion thereof may be made except as a restaurant and lounge. No other use shall be permitted unless such use shall have been authorized in writing by the Board of Managers of Village Landing Condominium Association (hereinafter sometimes called the Association); provided that the Declarant or its agents, may, until all of said Units have been sold by the Declarant, use any Units in Building A owned by the Declarant as rental offices, models for display and for similar purposes related to the sale or leasing of the Units, stores and shops.

(b) The architectural and structural integrity of the Buildings shall be preserved without modification, except with the written consent of the Board of Managers, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no exterior or structural change, addition or projection shall be erected, made, or attached to any such Unit (written consent, however, not to be unreasonably withheld); no addition to or change or replacement (except, so

far as practicable, with identical kind) of exterior lights, door knocker or other exterior hardware, exterior door, or door frame shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire so long as the written consent of the Board of Managers (not to be unreasonably withheld) is obtained for any decoration, sign, or other feature visible through an exterior window; and

(c) No nuisances, pets or other annoyances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with their peaceful enjoyment of the property.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) No Unit or any portion thereof may be rented, leased, sublet, used or otherwise occupied, except by the owner, without the express written approval of the Board of Managers in each such instance; which approval will not be unreasonably withheld.

(f) No activity in or use of any Unit may be made which results in any extra or increased premium of insurance required to be maintained by the Board of Managers pursuant to these By-Laws without the prior written approval of the Board of Managers in each such instance.

(g) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association or any rules or regulations promulgated pursuant thereto.

(h) Notwithstanding anything to the contrary herein contained, each unit owner or lessee of a unit or combination of units in Village Landing Condominium shall be entitled to sign space to identify their respective business(es) in the following locations and dimensions to the extent allowed by the Zoning By-Law of the Town of Tewksbury:

One sign attached to the outside front wall of each unit as specified by the Association, to identify the occupant's business, being one foot by five feet in size and being carved and of similar design as the free-standing sign now on the premises, identifying VILLAGE LANDING.

The restrictions shall be for the benefit of the owners of all of the Units and the Association and shall be enforceable by the Board of Managers. Insofar as permitted by law, they shall be perpetual and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable

for any breach of the provisions of this paragraph 6 except such as occur during his or her ownership thereof.

7. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing:

(a) signed by the owners of Units in Building A entitled to seventy-five (75%) per cent or more of the undivided interests in the common areas and facilities, and

(b) signed and acknowledged by both of the Managers of the Association, and

(c) duly recorded with Middlesex North District Registry of Deeds.

The date on which any such instrument is first signed by a Unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date.

No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner(s) of the Unit so altered.

No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities or the name of the Condominium shall be of any force or effect unless the same has been signed by all Unit owners and said instrument is therein designated as an Amended Master Deed; provided, however, that this Paragraph shall not apply to an instrument of amendment whereby two or more contiguous Units which are owned by the same person or persons are combined or altered to form one or more Units with different dimensions if the aggregate percentage of ownership in the common areas and facilities of said Units after said combination or alteration shall equal the aggregate percentage of ownership in the common areas and facilities of said Units which existed prior to such alteration or combination even though the percentage of ownership in the common areas and facilities assigned a particular combined or altered Unit may be changed to reflect the alteration or combination.

No instrument of amendment affecting any Unit or Common Element in a manner which impairs or modifies the security of a first mortgage of record thereon held by a bank, insurance company, or other mortgage lender shall be of any force or effect unless the same has been assented to in writing by such holder; and

No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the Massachusetts General Laws shall be of any force or effect.

8. The Unit Owner's Organization. An unincorporated Association

of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A. The name of the Association is VILLAGE LANDING CONDOMINIUM ASSOCIATION (hereinbefore referred to and called the Association). The names of the Board of Managers of the Association who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

CHESTER C. SULLIVAN

GEORGE T. NAWN, SR.

9. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on the date of this Master Deed.
10. Encroachments. Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or upon any portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment.
11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines or other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units or portions of the Condominium to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.
12. Use of Common Elements in Common with others. Each Unit Owner shall have the right to use the Common Elements including the roads, paths, parking areas, and walks on which his Unit abuts, in common with all others entitled thereto as provided in the By-Laws of the Association.
13. Acquisition of Units by Board of Managers. In the event that (a) any Unit owner shall convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit

owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; then in either of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit owners of Building A, in accordance with Section 17 of Article VI of the VILLAGE LANDING CONDOMINIUM ASSOCIATION BY-Laws.

14. Sales, Leases and Mortgages of Units

(a) No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests. For the purpose of this Section, "Appurtenant Interests" shall be deemed to include (a) such Unit Owner's undivided interest in the Common Elements; (b) THERE IS NO SUBSECTION (b) OF THIS PARAGRAPH (a) OF THIS SECTION 14.

(c) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its nominee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (d) the interest of such Unit Owner in any other assets of the Condominium Association. Any deed, mortgage or other instrument purporting to affect a Unit shall be deemed and taken to include the Appurtenant Interests whether or not such interests are specifically included thereon. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

(b) Purchase of Unit by Board of Managers, Right of First Refusal. The Association, or its nominee, may purchase by and through the Board of Managers any Unit directly from the Unit Owner or at a foreclosure sale; provided, however, any Unit Owner including the heirs, assigns, executors or administrators of a deceased Unit Owner desiring to sell or transfer such Unit owned by him or them, shall first offer it to the Association through the Board of Managers, in the manner following:

(1) Any Unit Owner who receives a bona fide offer for the purchase of his Unit, hereinafter called an "outside offer", which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser (outside offeror), the terms of

the proposed transaction and such other information as the Board of Managers may from time to time reasonably require, and shall offer to sell such Unit to the Board of Managers or to any designee of the Board of Managers, on behalf of the Owners of all other units in the Condominium, on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the outside offer to be bona fide in all respects. Within thirty (30) days after the receipt of such notice, the Board of Managers may elect (provided they shall first have obtained the written approval of at least 60% of the Unit Owners) by notice to such Unit Owner, to purchase such Unit (or to cause the same to be purchased by a designee of the Board of Managers), on behalf of all other Unit Owners, on the same terms and conditions as contained in the outside offer and as stated in the notice from the Unit Owner. Nothing herein contained shall be construed as making it obligatory upon the Board of Managers to purchase such Unit.

(2) In the event that the Board of Managers or their designee shall fail to accept such offer within thirty (30) days after receipt of such offer from the Unit Owner, the Unit Owner shall be free to contract to sell such Unit to the outside offeror within thirty days after the expiration of the period in which the Board of Managers or their designee might have accepted such offer, on the terms and conditions set forth in the notice of such outside offer from the Unit Owner to the Board of Managers or their designee might have accepted such offer, on the terms and conditions set forth in the notice of such outside offer from the Unit Owner to the Board of Managers. If the outside offeror, for any reason, shall fail to purchase or if the Unit Owner shall fail to accept such offer and make the sale herein contemplated within ninety (90) days after the expiration of the period in which the Board of Managers or their designee might have accepted such offer, the right of first refusal as set forth above shall apply to any and all subsequent offers to purchase such Unit.

(3) Transfers in Violation of Agreement. If any transfer of any Unit is made or attempted contrary to the provisions of these By-Laws, or if the Association shall have the right to purchase said Unit from the Owner thereof or his transferee at any time before or after the transfer. In addition to any other legal or equitable remedies which it may have, the Association may enforce its rights by action for specific performance (to the extent permitted by law) and may refuse to recognize any transferee as a Unit Owner for any purpose, including without limitation, for the purpose of voting rights, until all applicable provisions of these By-Laws have been complied with.

(4) Exceptions to Restrictions. Except as otherwise provided above, the restrictions contained in this Section shall not be applied to:

(1) Transfer of any Unit between the Owner thereof and the Trustees of a Trust revocable by such Owner alone;

(2) Transfer of any Unit between the Owner thereof and his guardian or conservator;

(3) Transfer of a Unit of a deceased Owner thereof to his executors or administrators or to Trustees under his Will; and

(4) Transfers, either by will or deed, or by application of the laws of intestate succession, from a Unit Owner to any person related to the Unit Owner by blood or marriage;

(5) Mortgages given by an Owner as provided in these By-Laws and sale or other proceedings for the foreclosure thereof.

(5) Waiver, Disposition of Unit. From time to time the Association may waive its rights hereunder either generally or with respect of one or more specific transfers which have been proposed, attempted or made. All action to be by the Association hereunder shall be taken by vote of a majority of the Board of Managers, acknowledged and recorded with Middlesex North Registry District of the Land Court, and shall be conclusive evidence of waiver of the Right of First Refusal and shall be binding on all parties.

(6) Discrimination. In no event shall the Board of Managers exercise any right under these By-Laws to restrict alienation, conveyances, sale, lease, purchase, ownership or occupancy of any Unit because of race, color, creed, national origin or sex.

(7) Statement of Compliance. Upon written request by the Owner of any Unit, the Board of Managers shall determine whether the Owner of such Unit shall have complied with the provisions of this Section 2, and, in the event of compliance, shall issue to said Owner within five days from the receipt of such request, a certificate suitable for recording indicating such compliance, which certificate shall be binding upon all parties.

(c) Financing of Purchase of Units by Board of Managers. Payment for Units acquired by the Board of Managers, on behalf of all Unit Owners, may be made from the working capital and/or other funds in the hands of the Board of Managers; if such funds are insufficient, the Board of Managers may levy an assessment as a Common Charge against the Unit Owners of Building A which assessment shall be enforceable in the same manner as provided in Sections 3 and 4 of Article VI; and the Board of Managers in its discretion, may borrow money to finance, in part or in whole, acquisition of any such Unit, provided, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be

acquired by the Board of Managers.

(d) Waiver of Right of Partition with Respect to such Units Acquired by the Board of Managers. In the event that a Unit shall be acquired by the Board of Managers, or its nominee, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

15. Units Subject to Master Deed, Unit Deed, By-Laws, and Rules and Regulations. All of the above-described Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association and the Rules and Regulations as they may be adopted from time to time. The acceptance of a Deed to a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association and the Rules and Regulations as they may be adopted from time to time are accepted and ratified by such owner and that all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every Deed and shall be binding upon any tenant, visitor, servant or occupant of such Unit.

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

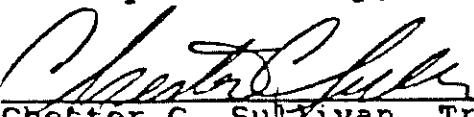
17. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

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

20. 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 provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

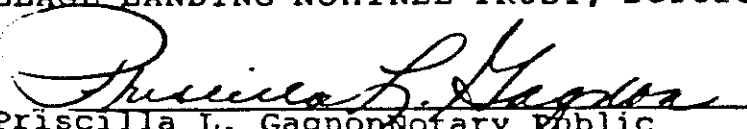
EXECUTED under seal this 13th day of January, 1987

By 
Chester C. Sullivan, Trustee

By 
George T. Nawn, Sr., Trustee

MIDDLESEX, SS. COMMONWEALTH OF MASSACHUSETTS January 13 , 1987

Then personally appeared the above-named CHESTER C. SULLIVAN and GEORGE T. NAWN, SR., Trustees of VILLAGE LANDING NOMINEE TRUST, and acknowledged the foregoing instrument to be their free act and deed and that of VILLAGE LANDING NOMINEE TRUST, before me,


Priscilla L. Gagnon Notary Public
My comm. exp.: 10/20/89

VILLAGE LANDING CONDOMINIUM

MASTER DEED

EXHIBIT A

Building Unit	Location	Immediate Common Area to which Unit Has Access	Approximate Floor Area in Square feet	Percentage Interest in Common Areas
A-1	Southerly end of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit	3553	11.436
A-2	Interior of bldg., 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit	3381	10.883
A-3	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit	3603	11.597
A-4	Northerly end of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit	4561	14.681
A-5	Southerly end of bldg. 2nd floor	Stairs to Common Parking lot and Common Access Road from the Northeast end of Unit and Stairs to common grounds from the Northwest end of Unit	4077	13.123

VILLAGE LANDING CONDOMINIUM

MASTER DEED

EXHIBIT A

(Cont.)

Building Unit	Location	Immediate Common Area to which Unit Has Access	Approximate Floor Area in Square Feet	Percentage Interests in Common Areas
A-6	Interior of bldg. 2nd floor	Stairs to Common Parking Lot and Common Access Road from both the Southeast and North-east ends of the Unit and stairs to common grounds from both the southwest and northwest ends of unit.	3860	12.424
A-7	Interior of bldg. 2nd floor	Stairs to Common parking Lot and common access road from the southeast end of Unit and stairs to common grounds from the southwest end of unit.	4105	13.213
B-1	Bldg. B	Common Parking Lot and Common Access Road to the front and rear of the Unit	3928	12.643

100.000

ALLOWED 7/14/87
[Signature]
JUSTICE

AMENDMENT TO MASTER DEED
OF VILLAGE LANDING CONDOMINIUM
TEWKSBURY, MASSACHUSETTS

Chester C. Sullivan and George T. Nawn, Sr. being all of the Trustees of Village Landing Nominee Trust under Declaration of Trust dated March 17, 1986, duly recorded in the Land Registration Office of the Middlesex North District Registry of Deeds, as Document No. 109480 on Certificate of Title No. 27081, having a usual place of business at 27 Henry J. Drive, Tewksbury, Middlesex County, Massachusetts, being the owner of all units and all the common areas and facilities in the Village Landing Condominium created by Master Deed dated January 13, 1987 recorded in the Land Registration Office of the Middlesex North District Registry of Deeds as Document No. 116679 on Certificate of Title No. C-17, hereby amends said Master Deed as follows:

1. By deleting paragraph 2 of the Master Deed and substituting the following paragraph:
 2. Description of Buildings. The Condominium consists of two (2) buildings shown on the Condominium Plan, containing the number of stories as specified in the description of the Units as set forth in Paragraph 3 hereof. One of said buildings, (Building A), contains ten (10) Units being generally described as two stories in height and consisting of concrete block and steel frame construction. One of said buildings (Building B) contains (1) Unit as is currently existing building described as one story in height and consisting of concrete block and wood frame construction.
2. By deleting paragraph 3 and substituting the following paragraph:
 3. Description of Units and Their Boundaries. The designation of each Unit of the Condominium, its location, approximate area, immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit A annexed hereto, and in Floor Plans of the buildings entitled "Floor Plan As Built VILLAGE LANDING CONDOMINIUM TEWKSBURY, MASS. Owned by: Village Landing Nominee Trust Scale: 1/8" = 1' June 14, 1987 ROBERT P. MORRIS R.L.S. Tewksbury, Mass." which contain the certifications required by Mass. General Laws, Chapter 183A, Section 8, Paragraph (f) recorded herewith.

Included within each Unit are the windows, doors and the inside portions of the window and door frames located beyond the boundaries of the Unit, as to which each such Unit shall have the right and easement of encroachment over the Common Elements.

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

A. Floors: The upper surface of the subflooring, or in the case of basement areas, the upper surface of the concrete floor slab.

B. Ceilings: The plane of the lower surface of the overhead floor joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the ceiling joists.

C. Interior Building Walls Between Units: The plane of the interior surface of the wall studs or concrete wall facing such Unit or, with respect to basement areas, if applicable, the interior surface of the concrete wall.

D. Exterior Building Walls: The plane of the interior surface of the wall studs, or with respect to basement areas, if applicable, the interior surface of the concrete wall.

3. By deleting the second paragraph of paragraph 6(h) and substituting the following paragraph:

One sign attached to the outside front wall of each unit as specified by the Association, to identify the occupant's business, being the dimensions allowed by the Zoning By-Laws of the Town of Tewksbury and being carved and of similar design as the free standing sign now on the premises, identifying VILLAGE LANDING.

4. By deleting paragraph 7 and substitution of the following:

7. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing:

(a) signed by the owners of Units in Building A entitled to seventy-five (75%) per cent or more of the undivided interests in the common areas and facilities, and

(b) signed and acknowledged by both of the Managers of the Association, and

(c) duly recorded with Middlesex North District Registry of Deeds.

The date on which any such instrument is first signed by a Unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date.

No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner(s) of the unit so altered.

No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities or the name of the Condominium shall be of any force or effect unless the same has been signed by all Unit owners and said instrument is therein designated as an Amended Master Deed.

No instrument of amendment affecting any Unit or Common Element in a manner which impairs or modifies the security of a first mortgage of record thereon held by a bank, insurance company, or other mortgage lender shall be of any force or effect unless the same has been assented to in writing by such holder; and

No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the Massachusetts General Laws shall be of any force or effect.

5. By adding paragraph twenty-one (21) as follows:

21. Connecting of Units. The Board of Managers may authorize that adjacent Units (either on the same floor or on separate floors) owned by the same person or entity be connected for purposes of single occupancy and that for such purposes cuts be made in common walls or floors; provided, always, that (i) any and all work with respect to such connecting of Units shall be done at the sole cost and expense of the Unit Owner performing such work and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Board of Managers, which approval shall not be unreasonably withheld or delayed, and (ii) upon completion of such work, a registered architect or engineer shall certify to the Board of Managers in writing that such work has been completed in accordance with all applicable laws and plans and specifications approved by the Board of Managers. Any such authorization shall be valid only if in a writing signed by both of the Managers. Such authorization shall become void unless the work to connect the Units is commenced within six months after the date of the authorization and is completed within a reasonable time thereafter. Any Units so combined shall continue to be treated as separate Units for all purposes hereunder and

under the Condominium Articles of Association.

At such time as connected Units are no longer to be owned by the same person or entity, the owners of such Units shall promptly restore the common walls and/or floors between such Units (all such work to comply with the same requirements as set forth above with respect to the work performed in connecting such Units) and upon failure to do so, the Board of Managers may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Association for the cost of the work which, if not paid when demanded, shall be added to common expenses which, assessed to such Units and shall constitute a lien on the Units in question under Section 6 of said Chapter 183A. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of the common ownership prior to demand or any filing in the Land Registration Office of the Middlesex North District Registry of Deeds to enforce the lien.

Notwithstanding the foregoing provisions, the Declarant herein reserves the right to renovate, change, or connect any of his remaining Units without obtaining the approval of the Board of Managers, provided, however, that any and all work with respect to such renovation, change or connecting of Units shall be done at the sole cost of Declarant and shall be done in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations.

In no event shall the Declarant renovate, change or connect any Units in such a way as to: (i) encroach upon the common Areas (other than common walls or floors between connected Units); or (ii) alter any other Unit Owner's percentage interest in the Common Areas and Facilities.

At such time as connected Units are no longer to be owned by the Declarant the Declarant shall promptly restore the common walls and/or floors between such Units (all such work to comply with the same requirements as set forth above with respect to the work performed in connecting such Units) and upon failure to do so, the Board of Managers may perform or cause to be performed such work, in which event such Declarant shall be personally liable to the Association for the cost of the work which, if not paid when demanded, shall be added to common expenses assessed to such Units and shall constitute a lien on the Units in question under Section 6 of said Chapter 183A. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of the common ownership prior to demand or any filing in the Land Registration Office of the Middlesex North District Registry of Deeds to enforce the lien.

6. By deleting Exhibit A and substituting the following Exhibit A: (Exhibit A is attached)

Executed under seal this 25th day of June, 1987

By, George T. Nawn Sr.
George T. Nawn, Sr. as
Trustee of Village Landing
Nominee Trust AND AS OWNERS OF ALL UNITS.

By, Chester C. Sullivan
Chester C. Sullivan, as
Trustee of Village Landing
Nominee Trust AND AS OWNERS OF ALL

By, George T. Nawn Sr.
George T. Nawn, Sr. as
Manager of Village Landing
Condominium Association

By, Chester C. Sullivan
Chester C. Sullivan as
Manager of Village Landing
Condominium Association

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

June 25, 1987

Then personally appeared the above named George T. Nawn, Sr., Trustee and Manager and Chester C. Sullivan, Trustee and Manager, and acknowledged the foregoing instrument to be their voluntary act and deed, before me,

Priscilla L. Gagnon
Priscilla L. Gagnon
Notary Public
My commission expires:
October 20, 1989.

The foregoing is hereby assented to.

Century Bank and Trust Company

By, Donald H. Lang
Sr. Vice Pres.

COMMONWEALTH OF MASSACHUSETTS

Middlesex
~~Essex~~, ss

July 14, 1987

Then personally appeared the above named Donald H. Lang, Sr. Vice President and acknowledged the foregoing to be the free act and deed, before me,

Barbara L. Fisher
Notary Public
My commission expires: 9/2/93

MASTE.. DEED

EXHIBIT A

Building	Unit	Location	Immediate Common Area to which Unit has Access	Approximate Floor Area in Square Feet	Percentage Interest in Common Areas
A	A-1	Southerly end of bldg. 2nd floor	Stairs to Common Parking lot and Common Access Road from the Northeast end of Unit and Stairs to common grounds from the Northwest end of Unit.	4077	14.948
A	A-2	Interior of bldg. 2nd floor	Stairs to Common Parking Lot and Common Access Road from both the Southeast and North-east ends of the Unit; and stairs to common grounds from both the southwest and northwest ends of unit.	3860	14.147
A	A-3	Interior of bldg. 2nd floor	Stairs to Common parking Lot and Common Access Road from the southeast end of Unit and stairs to common grounds from the southwest end of unit.	4105	15.051
A	A-4	Northerly end of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	4561	16.734
A	A-5	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1978	7.200
A	A-6	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1594	5.783
A	A-7	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1859	6.761

MASTER DEED

(cont.)

EXHIBIT A

Building	Unit	Location	Immediate Common Area to which Unit has Access	Approximate Floor Area in Square Feet	Percentage Interest in Common Areas
A	A-8	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1509	5.470
A	A-9	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1886	6.861
A	A-10	Southerly end of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1665	6.045
B	B-1	Bldg. B	Common parking lot and Common Access Road to the front and rear of the unit.	3928	1.000

AMENDMENT TO BY-LAWS OF
VILLAGE LANDING CONDOMINIUM ASSOCIATION
TEWKSBURY, MASSACHUSETTS

Chester C. Sullivan and George T. Nawn, Sr. being all of the Trustees of Village Landing Nominee Trust under Declaration of Trust dated March 17, 1986, duly recorded in the Land Registration Office of the Middlesex North District Registry of Deeds, as Document No. 109480 on Certificate of Title No. 27081, having a usual place of business at 27 Henry J Drive, Tewksbury, Middlesex County, Massachusetts, being the owner of all units and all the common areas and facilities in the Village Landing Condominium created by Master Deed dated January 13, 1987 recorded in the Land Registration Office of the Middlesex North District Registry of Deeds as Document No. 116679 on Certificate of Title No. C-17, hereby amends the By-Laws of Village Landing Condominium Association recorded in said Land Registration Office as Document No. 116682 on Certificate of Title No. C-17 as follows:

1. By deleting that portion of Article VI, Section 1, which lists the proportionate charges of common expenses to the Units in Building A and substituting the following proportions in accordance with Massachusetts General Laws, Chapter 183A, Section 21(a)(1):

Unit	A-1	15.048%
Unit	A-2	14.247%
Unit	A-3	15.151%
Unit	A-4	16.834%
Unit	A-5	7.300%
Unit	A-6	5.883%
Unit	A-7	6.861%
Unit	A-8	5.570%
Unit	A-9	6.961%
Unit	A-10	6.145%

2. By deleting paragraph (D) of Article VI, Section 6 and substituting the following:

(D) The Board of Managers shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit and protection of the Board of Managers and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees' liability with respect to any Manager, agent or employee of the Association, but excluding any independent agent or manager, and (c) such other risks as the Board of Managers in their discretion deem it appropriate to insure. The Unit Owner of Building B shall obtain and maintain a separate policy of comprehensive public liability insurance for the benefit and protection of the Unit Owner of Building B. All such insurance shall be in such amounts and forms as the Board of Managers shall in their discretion deem appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of

defense based on conduct of any insured, and non-contribution.

3. By adding Paragraph (F) and (G) to Article VI, Section 6 as follows:

(F) The Unit Owner of Building B shall obtain and maintain a separate policy of casualty and physical damage insurance for the benefit and protection of the Unit Owner of Building B. Such policy or policies shall cover real estate constituting both the Common Elements and the Units in Building B, together with furnaces, water heaters, air conditioners, improvements, betterments, and such other portions and elements of Building B and the common elements as are for insurance purposes normally deemed to constitute part of a building and customarily covered by such insurance, including fixtures, installations or additions comprising a part of a building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual condominium units initially installed or replacements thereof, in accordance with the original condominium plans and specifications or installed by or at the expense of the Unit Owners of Building B but not including the furniture, furnishings, wall coverings, floor coverings, or other personal property of the Unit Owners. Such insurance shall insofar as practicable be maintained in an amount equal to not less than the full replacement value, as determined by the Board of Managers, of the insured property and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks as the Board of Managers from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

(G) The Board of Managers shall not obtain and shall not be responsible to obtain casualty and physical damage insurance or comprehensive public liability insurance for the real estate constituting Unit B-1. The cost of comprehensive public liability insurance, casualty and physical damage insurance for the benefit and protection of Building B shall be incurred by the Unit Owner of Building B and shall not be incurred by the Board of Managers as a common expense.

4. By adding paragraph (d) to Article VI, Section 8 as follows:

(d) The Unit Owner of Building B shall be responsible for the maintenance, repairs, and replacements to the Common Elements of Building B as defined in the Master Deed. The Unit Owner of Building B shall also be responsible for the maintenance, repairs and replacements to the septic system which services Unit B. The costs of such maintenance, repairs, and replacements shall be incurred by the Unit Owner of Building B and shall not be incurred by the Board of Managers as a common expense.

5. By deleting Article IX and substituting the following Article:

ARTICLE IX

CONDEMNATION

Section 1. Condemnation. If more than ten (10%) percent of Building A is taken under the power of eminent domain, the taking shall be treated as a "casualty loss" and the provisions of Section 17 of said Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units in Building A have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners of Building A vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Managers shall have the authority to acquire the remaining portions of such Units in Building A, for such price as the Board of Managers shall determine, provided that any Unit Owner of Building A of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit in Building A is decreased in size or where the number of Units in Building A is decreased by a partial taking, then the Board of Managers may make such provisions for realignment of the percentage interests in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners of Building A shall be represented by the Condominium acting through the Board of Managers. In the event of a partial taking, the award shall be allocated to the respective Unit Owners of Building A according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Managers to be distributed to the Unit Owners of Building A in accordance with their respective percentage interests in the Common Elements. Any award for the total or partial taking of Building B shall be payable to the Unit Owner of Building B according to the fair market value of Building B.

Executed under seal this 25th day of June, 1987.

By, George T. Nawn Sr
George T. Nawn, Sr. as
Trustee of Village
Landing Nominee Trust
AND AS OWNERS OF ALL UNITS.

By, Chester C. Sullivan
Chester C. Sullivan, as
Trustee of Village
Landing Nominee Trust
AND AS OWNERS OF ALL UNITS

BY, George T. Nawn Sr
George T. Nawn, Sr. as
Manager of Village Landing
Condominium Association

BY, Chester C. Sullivan
Chester C. Sullivan as
Manager of Village Landing
Condominium Association

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 25, 1987

Then personally appeared the above named George T. Nawn, Sr., Trustee and Manager and Chester C. Sullivan, Trustee and Manager, and acknowledged the foregoing instrument to be their voluntary act and deed, before me,

Priscilla L. Gagnon
Notary Public, Priscilla L. Gagnon
My commission expires:
October 20, 1989.

Section 4. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit after entry of judgment but not during pendency of the foreclosure action, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers acting on behalf of all Unit Owners shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges may be maintained without foreclosing or waiving the lien securing the same.

Section 5. Statement of Common Charges. The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner. Upon full payment of same, the Board of Managers or the Manager shall certify such payment in form suitable for recording and the same when recorded at the Middlesex North District Registry of Deeds shall operate to discharge the Unit from any lien for any Common Charges.

Section 6. Insurance. (A) The Board of Managers shall obtain and maintain, to the extent available, a master policy or policies of casualty and physical damage insurance for the benefit and protection of the Board of Managers and all of the Unit Owners of Building A, naming as the named insured, and with loss proceeds payable to the Board of Managers or one or more of its members designated by it as Insurance Trustee or Trustees for all of the Unit Owners of Building A collectively and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts. Such master policy or policies shall cover the real estate constituting both the Common Elements and the Units in Building A, together with

furnaces, water heaters, air conditioners, improvements, betterments, and such other portions and elements of the Units in Building A and the common Elements as are for insurance purposes normally deemed to constitute part of a building and customarily covered by such insurance, including fixtures, installations or additions comprising a part of a building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual condominium units initially installed or replacements thereof, in accordance with the original condominium plans and specifications or installed by or at the expense of the Unit Owners of Building A but not including the furniture, furnishings, wall coverings, floor coverings, or other personal property of the Unit Owners. Such insurance shall insofar as practicable be maintained in an amount equal to not less than the full replacement value, as determined by the Board of Managers, of the insured property, and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks as the Board of Managers from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

(B) All policies of casualty or physical damage insurance shall insofar as practicable provide (a) that such policies may not be cancelled, terminated or substantially modified without at least thirty (30) days' written notice to the insureds, (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to repair damage in lieu of making a cash settlement, such election may not be exercisable if in conflict with the terms of the Master Deed or these By-Laws, (c) for waiver of subrogation as to any claims against the Association, the Board of Managers, the manager, agents, employees, the Unit Owners of Building A and their respective employees, agents, and guests, (d)

for waivers of any defense based upon the conduct of any insured, and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners

(C) The Board of Managers or member or members hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 7 of this Article VI. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Board of Managers in a fair and equitable manner.

(D) The Board of Managers shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit and protection of the Board of Managers and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees' liability with respect to any Manager, agent or employee of the Association, but excluding any independent agent or manager, and (c) such other risks as the Board of Managers in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Board of Managers shall in their discretion deem appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

(E) The cost of all such insurance obtained and maintained by the Board of Managers pursuant to provisions of this Section 6 shall be a common expense.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of prorata liability of the insurer as a result

of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Board of Managers or member or members hereunder designated as Insurance Trustee or Trustees as aforesaid.

Unit Owners should carry insurance for their own benefit insuring their furniture, furnishings, wall coverings, floor coverings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall file a certificate of such insurance or a copy of such policy with the Board of Managers or Insurance Trustee or Trustees designated by the Board of Managers.

Section 7. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of a Building A containing a Unit or Units as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair, replacement, or restoration of the Building(s) and/or the Unit(s) damaged (but not including furniture, furnishings, or other personal property supplied to or installed by Unit Owners), and the Board of Managers shall disburse the proceeds of all insurance policies to the persons engaged in such repair and restoration in appropriate progress payments. Any cost of such repair, restoration or replacement in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess to all the Unit Owners of Building A as common charges such deficit and the premium for any bond which may be required in connection with said repair, replacement or restoration.

If there shall have been a repair, replacement or restoration pursuant to the first paragraph of this Section 7, and the amount of insurance proceeds shall have exceeded the cost of such repair, replacement, or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Managers, divided among all the Unit Owners in accordance with Section 17 of this Article.

In the event of any casualty loss to Building A, the Board of Managers shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of Building A prior to the casualty, and shall notify all Unit Owners of Building A of such determination. If such loss as so determined does exceed ten percent (10%) of such value, and

1. If seventy-five (75%) percent of the Unit Owners of Building A do not agree within 120 days after the date of the casualty to proceed with repair, replacement, or restoration, then Building A, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any common funds shall be divided in accordance with Section 17 of this Article.

2. If seventy-five (75%) percent of the Unit Owners of Building A agree to proceed with the necessary repair, replacement, or restoration, the cost of the rebuilding of Building A, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of Building A prior to the casualty, any Unit Owner of Building A who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of his Unit by the Board of Managers at the fair market value thereof as approved by the Court.

The cost of any such purchase shall be a common expense.

Section 8. Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, and to Common Elements located within a Unit and exclusively serving such Unit, including, but not limited to, electrical, plumbing, heating and air-conditioning fixtures, shall be done by the Unit Owner at the Unit Owner's expense, except as otherwise specifically provided herein; maintenance of, replacement of, and repairs to the exterior of any Unit in Building A, including, but not limited to, doors, windows, trim, clapboards and brickwork shall be done by the Association and included as a common expense of the Condominium.

(b) Except as hereinbefore provided, all maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, and the painting and decorating of the exterior of the units in Building A whether the same be a part of the Unit or Common Elements, shall be done by the Association and shall be included as a common expense of the Condominium except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner of Building A, in which case such expense shall be charged to such Unit Owner.

(c) No locks on any Unit shall be changed or replaced without conformity to the existing master key system.

Section 9. Restrictions on Use of Units.

(a) No nuisances, pets or other annoyances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with their peaceful enjoyment of the property.

(b) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regula-

tions of all governmental bodies having jurisdiction thereof shall be observed.

(c) No Unit or any portion thereof may be rented, leased, sublet, used or otherwise occupied, except by the owner, without the express written approval of the Board of Managers in each such instance; which approval will not be unreasonably withheld.

(d) No activity in or use of any Unit may be made which results in any extra or increased premium of insurance required to be maintained by the Board of Managers pursuant to these By-Laws without the prior written approval of the Board of Managers in each such instance.

Section 10. Architectural Review.

(a) No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit from its natural or improved state existing on the date such Unit was first conveyed in fee by the Declarant, shall be made or done without the prior written approval of the Board of Managers of the Association.

(b) Any Unit Owner or Owners, except the Declarant and its designated agents, proposing to make any improvements which, under the preceding paragraph require the prior written approval of the Board, shall apply for approval by delivering to the Board a written application describing in detail the nature of the proposed improvement, together with such additional documents as the Board may reasonably require.

(c) The Board shall, after consideration of the items set forth above and such other matters as it deems necessary, grant the requested approval if the Board determines that:

(1) The proposed improvement is reasonably compatible with the standards of Village Landing Condominium as to quality of workmanship

CERTIFICATE OF TRUSTEES
OF
VILLAGE LANDING NOMINEE TRUST

We, CHESTER C. SULLIVAN and GEORGE T. NAWN, SR., being all of the Trustees of VILLAGE LANDING NOMINEE TRUST, hereby certify that we have been directed by the beneficiaries of said trust, to submit Lot 7 on Plan 19570-E filed with Certificate of Title #27081 to the provisions of Chapter 183A of the Massachusetts General Laws and thereby create a condominium known as VILLAGE LANDING CONDOMINIUM.

RECEIVED

JUL 31 2008

HUB International New England LLC



Chester C. Sullivan, Trustee



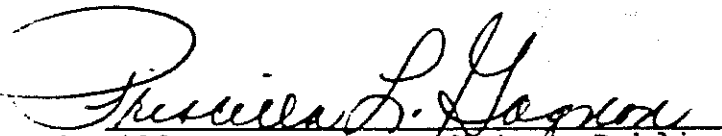
George T. Nawn, Sr., Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

DATED: January 13, 1987

Then personally appeared the above-named, Chester C. Sullivan and George T. Nawn, Sr., Trustees of Village Landing Nominee Trust, and acknowledged the foregoing instrument to be the free act and deed of Village Landing Nominee Trust, before me,



Priscilla L. Gagnon, Notary Public
My comm. exp.: 10/20/89

RECEIVED

AUG 09 2008