



• Spruce Pond Village •

Condominium Documents

*Documents Recorded:
Norfolk County Registry
Dedham, Mass.*

October 22, 1986

Instrument # 123287

Bk. 7290 Pg. 677

MASTER DEED
OF
SPRUCE POND VILLAGE

This MASTER DEED of the Spruce Pond Village made this 22nd day of October, 1986.

WITNESSETH that Patrick Marguerite, having a principal place of business at 127 E. Central Street, Franklin, MA (hereinafter referred to as the "Declarant"), being the sole owner of certain premises in Franklin, Norfolk County, Massachusetts, hereinafter described on Schedule A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed proposes to create and does hereby create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be Spruce Pond Village. The premises which constitutes the Condominium comprises the land (the "Land") situated off Union Street, in Franklin, Norfolk County, Massachusetts, together with the improvements and buildings now existing and to be hereafter constructed thereon (collectively, the "Condominium"), as shown on plans entitled "Spruce Pond Village Plan of Land Showing Phase Lines, Franklin, Mass., Owned by Marguerite Building Corp.," dated October 22,

1986, and "Condominium Plan, Phase 2, Building Number 2, Spruce Pond Village, Franklin, Mass.", consisting of three sheets, dated September 26, 1986, all prepared by GLM Engineering Consultants, Inc, 838 Washington Street, Holliston MA., said plans being the Condominium plans hereafter referred to, all of which are recorded herewith, said premises being bounded and described as set forth in the attached Schedules A. Phase 2 of the Condominium consists of four (4) units. Declarant intends, and hereby reserves the right, but not the obligation to create 25 additional phases, including any part thereof as shown on the plans hereinbefore mentioned. When and if all phases are completed the Condominium will contain one hundred (100) units. Said Phase 2 consists of one (1) building (Building 2) with four (4) units, all having access to Union Street, Franklin all as shown on the Condominium plans which show the layout, location, unit numbers and dimensions as built. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, recreation areas, jogging paths, parking areas, picnic areas roadways and other amenities over that portion of the premises not designated as Phase 2 as shown on the condominium plans hereinabove referred to and to grant or reserve non-exclusive easements to and for the benefit of the owners of adjacent parcels of land to use the jogging paths, picnic areas, recreation areas and roadways within the Condominium, and to grant and reserve the right to install a pump system and flowage rights between Spruce Pond (located on the Condominium land) and a man-made pond to be situated on adjacent

land west of Spruce Pond. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent Phases an easement to pass and repass over the said land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the addition of the said additional Phases. Thereafter, the Declarant shall have such right and easement to use the driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in said additional Phases, provided that such easement for access and construction shall not interfere with the access of the owners of the units in Phase 2 and the owners of the units in each subsequent phase if and when added to the Condominium.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order of such phases; provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also 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 utility, cable and master television lines serving the units in the condominium and such other equipment as may be necessary for the installation and operation of the same.

The Declarant also reserves the exclusive right to grant

temporary and permanent easements over, under, through and across the common areas of the Condominium land for the purpose of creating and connecting drainage, sewer and flowage easements between the Condominium land and adjacent parcels for the benefit of adjacent parcels; provided, however, that (i) the creation of such easements shall not unreasonably interfere with the use of the Condominium Land for its intended purposes and no improvements shall be or are intended to be constructed thereon; (ii) the cost of maintenance and repair of the easements to be created pursuant to this paragraph to the extent that the same shall serve exclusively the adjacent parcels shall be borne solely by the owners of such adjacent parcels, who shall also be liable to the Association for any costs and damages incurred by it resulting from or on account of the failure of the owners of such adjacent parcels to maintain and repair the same, including any costs and expenses incurred by the Association to maintain and repair the same because of the said owner's failure to do so and including also any costs and expenses incurred in the restoration of the Condominium Land and improvements constructed thereon resulting from damage caused by the use and repair of or to easement areas; and (iii) the cost of maintenance and repair of and to the easements to be created pursuant hereto, the use and benefit of which are shared by the Condominium and the owners of the adjacent parcels, shall be borne exclusively by the Association to be assessed as a part of the common expenses of the Condominium.

2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires. Wherever the term "Registry of Deeds" shall appear, it shall refer to the Registry of Deeds in which the real estate constituting the Condominium is situated.

3. LEGAL ORGANIZATION

The Spruce Pond Village Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

The Spruce Pond Village Association, Inc. hereinafter referred to as the "Association" shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, to manage and regulate the Condominium pursuant to the By-Laws of the Association, a copy of which are on file with the records of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit ownership in the Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons, except that initially there shall be one Governor appointed by the Declarant who shall serve until the fifth annual meeting of the unit owners, subject, however, to the provisions of Article IV, Section V of the By-Laws. Thereafter, the Governors shall be

electd by and from the members of the Association.

The Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant and need not be unit owners. Subsequent officers shall be elected by the Board of Governors to serve as such officers. The President and Treasurer shall be members of the Association and Unit Owners, in the event of owners who are individuals. In the event of a corporate Unit Owner, the officer may be a director or officer thereof. In the event of a trust or partnership Unit Owner, the officer may be a Trustee or beneficiary of the trust or a partner of the partnership.

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

4. DESCRIPTION OF BUILDING

Phase 2 of the Condominium consists of one (1) two-story building comprised of four (4) units. The building contains a basement, first floor, and second floor and each Unit has access to Union Street as shown on the Condominium Plans above described and having such characteristics as are set forth in Schedule B.

The Building has a concrete foundation, wood frame, wood siding, and an asphalt shingle roof.

5. DESIGNATION OF UNITS

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

6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which have been calculated on the basis of the approximate relation that the fair value of the Unit on the date hereof bears to the aggregate fair value of all the Units.

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

a. Floor: the plane of the upper surface of the concrete flooring.

b. Ceiling: the plane of the lower surface of the ceiling joists.

c. Interior Building Walls:

The plane of the interior surface of the wall studs facing each unit.

d. Exterior Building Walls, Doors and Windows:

The plane of the interior surface of the wall studs or in case of a concrete wall, the interior surface of said concrete wall; as to doors, the exterior surface thereof; as to windows, the exterior

surface of the glass and window frames.

8. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any changes or modifications to the exterior of said Unit, or any interior changes which affect, or in any way modify, the structural or support characteristics or integrity of the Building or its services; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to the provisions of this Master Deed and the provisions of the By-Laws of the Association including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Franklin if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed.

9. RESTRICTION ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof or by their licensees, lessees or tenants, except that an occupation or profession customarily carried out in a dwelling, in which no signs or advertising are employed and where the visits of business associates, clients and/or the general public are infrequent, is permitted to the extent that it

is also permitted by applicable zoning ordinances and other applicable laws. Each Residential Unit shall be occupied by no more than two persons per bedroom as a single-family residence. Notwithstanding any provisions of this paragraph to the contrary, the Declarant, his heirs, successors, assigns or affiliates have the right, until all the Units in the Condominium have been conveyed by Unit deed, to use any Unit owned or leased by him or to use any common area and facility or portion thereof for models and for offices for sales, storage and any other lawful purpose and to affix signs within and to the exterior of such unit in connection with the sale or renting thereof. So long as Declarant owns any Unit in the Condominium, he shall have the right to erect and maintain signs in and on the Common areas and facilities of the Condominium.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the of the Condominium, and shall have a minimum initial term of three (3) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the Declarant, his heirs, successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by him, including any such Unit later acquired or later leased by him, upon such terms and for such periods, but

not less than thirty (30) days, as he, in his sole discretion, shall determine. There shall be no other restrictions relating to the term of any lease or rental agreement.

No pets of any kind shall be permitted in any unit or the common areas, unless permission in writing has been granted by the Board of Governors. The keeping of any such pet so permitted shall be subject to the rules and regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors causes or creates a nuisance, said pet shall be permanently removed from the condominium premises upon three (3) days notice.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors and any Unit Owner found by a Massachusetts District or Superior Court to be in violation of the provisions of this Master Deed, the By-Laws of the Association or the Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the Association in enforcing same.

The Association also reserves the right and easement to enter onto the premises, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the

Association required or permitted to be performed under this Master Deed and/or the provisions of the By-Laws of the Association. In an emergency such right of entry shall be immediate, whether or not notice to the Unit Owner has been given and whether or not the Unit Owner is present.

10. UNIT APPURTENANCES

Appurtenant to each Unit is membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit.

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

11. COMMON AREAS AND FACILITIES

The common areas and facilities of the Condominium comprise and consist of (a) the land described in the attached Schedule A, together with the benefit of and subject to the rights and easements referred to in this Master Deed, and the common areas and facilities shown on the Condominium plans, (including yards, parking spaces, crawl spaces or attics, and common storage areas,

if any) and subject to the right and easement of the Declarant to add the units constituting subsequent Phases as hereinbefore described and in conjunction therewith to grant mortgages in all or part of the buildings constituting such subsequent Phases including the rights and easements hereunder reserved and hereafter to submit such phases by amendment to the Master Deed as provided in this Master Deed and until such amendment is recorded by the Declarant submitting any of said Buildings in such subsequent Phases the buildings will remain the property of the Declarant and shall not constitute part of the Condominium; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding and the common walls between the said Units of the Building and the common areas; (c) the roof of building; (d) all sewer, water and electric lines, flu lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating, plumbing and other fixtures and kitchen and bathroom cabinets located solely within and servicing exclusively said Unit; (e) all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which such facilities are contained; (f) the railings, steps, lighting fixtures and plants; (g) the master television antenna systems and other facilities thereof, if any there be; (h) the yards, lawns,

gardens, walkways, passageways, trash receptacles, and any and all other improvements thereon and thereto not a part of a Unit; (i) all other apparatus and installations existing in, on or over the Land for common use, or necessary or convenient to the existence, maintenance or safety of the Building; and (j) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described.

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

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

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

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of

each Unit to the aggregate fair market value of all the Units in the Condominium, and will be so made if and when the amendments to such percentage of interest, in the event the said Master Deed is amended to include all or any of the subsequent phases as hereinbefore set forth.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least 50% of the Units, this Master Deed may be amended by the Declarant with the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or in the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by him, or otherwise affect the rights reserved by the Declarant without the written assent of the Declarant in each instance, nor shall it modify the rights of any Unit Owner to the exclusive use of any portion of the common areas and facilities herein granted without the written assent thereto of the Unit Owner affected thereby and the first mortgagee holding a mortgage of record on the Unit.

If an amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective until recorded with the Registry of Deeds.

Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, his successors and assigns, reserve the right to construct on the premises such additional Units (or any lesser part thereof) as described in Paragraph 1 and Paragraph 11, and after such construction is substantially completed to amend this Master Deed creating subsequent Phases (including any sub phases) as hereinbefore described, and each unit owner, his successors, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed, irrevocably appoints the Declarant, his successors, assigns and mortgagees as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire at the earlier of (i) seven (7) years from the date of recording this Master Deed, (ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's rights to add such additional phase or phases; or (iii) the recording of the amendment adding the last Phase (or subphase in the last Phase) by which all units to which the Declarant is entitled will thereupon have been added to the Condominium. All future

improvements with respect to the phases to be added shall be consistent with the initial improvements in terms of quality of construction.

15. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

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

The removal provided for in this paragraph and in the By-laws of the Association shall not bar the subsequent resubmission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws to include therein any right of first refusal

in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee.
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such a Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, and except with respect to the reserved rights of the Declarant to add phases as provided in Paragraphs 1, 11 and 14, the prior writ-

ten consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of the First Mortgagees who have at least fifty-one (51%) percent of the votes of units subject to such first mortgages shall be required to:

- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (b) determining the pro rata share of ownership of each Unit in the common areas and facilities.
- (iii) partition or subdivide any Unit; or
- (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities; the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or

reconstruction thereof; or

- (vi) add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:
- (a) voting rights;
 - (b) assessments, assessments liens or subordination of such liens;
 - (c) reserves for maintenance, repair and replacement of common areas and facilities;
 - (d) insurance or fidelity bonds;
 - (e) reallocation of interests in the common areas or rights to their use;
 - (f) responsibility for maintenance and repair;
 - (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the Condominium;
 - (h) boundaries of any Unit;
 - (i) convertibility of Units into common areas or vice versa;
 - (j) leasing of Units;
 - (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit,
 - (l) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;

- (m) restoration or repair of the Condominium after hazard damage or partial condemnation in a manner other than specified in this Master Deed or the Condominium Association or its By-Laws.
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

In addition, the prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged Units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

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

- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:
- (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
 - (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty days;
 - (iii) any lapse, cancellation or material modification

- of any insurance policy or fidelity bond maintained by the Association; and
- (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Association made prior to Declarant's relinquishment of control, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

18. BOOKS, RECORDS, AUDITED STATEMENTS

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

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

19. CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the By-Laws shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed and of the By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

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

20. MISCELLANEOUS

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

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

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

d. Invalidity. The invalidity of any provision of this

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

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

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens herein set forth. A Unit owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the reasonable legal expenses incurred by the Association which shall be collected as any other common charge from said Unit Owner.

Witness my hand and seal this 22nd day of October, 1986.



Patrick Marguerite

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

October 22, 1986

Then personally appeared the above named Patrick Marguerite and acknowledged the foregoing instrument to be his free act and deed, before me.



Notary Public Brian Bryson
My commission expires: 5/23/91

SPRCPOND.MD

SPRUCE POND VILLAGE

Schedule A

A certain parcel of land situated on Union Street and King Street in Franklin, Norfolk County, Massachusetts, shown as Parcel D on a plan entitled "Plan of Land, Franklin, MA Owned By Marguerite Building Corp.," dated August 20, 1985 prepared by GLM Engineering Consultants, Inc., filed with the Norfolk Deeds as Plan No. 1316 in Plan Book 327, and as also shown on a plan entitled "Spruce Pond Village, Plan of Land Showing Phase Lines, Franklin, Mass.," prepared by GLM Engineering Consultants Inc. of Holliston, MA, to be recorded herewith and to which reference may be had for a more particular description.

The premises are subject to:

1. Taking by the County Commissioners for the County of Norfolk for the relocation of King Street recorded with said Deeds, Book 1977, Page 256.
2. Easement to Massachusetts Electric Company, et al, dated October 6, 1966, recorded with said Deeds, Book 4392, Page 318.
3. Title to and rights to the public and others in so much of premises as lies within the bounds of King Street and Union Street shown on the plan recorded with Master Deed referred to above.
4. Decision by the Town of Franklin Planning Board recorded with said Deeds, Bok 7031, Page 566.
5. Order of Conditions by the Franklin Conservation Commission dated March 6, 1986, recorded with said Deeds, Book 7179, Page 659.

SPRUCE POND VILLAGE
PHASE II

Schedule B

Bldg. No.	Unit No.	Type Unit	No. of Floors*	Immediate Common Area	Square Feet
2	5	Katana	3	Deck/Porch	2818
2	6	Chilmark	3	Deck/Porch	2747
2	7	Chatham	3	Deck/Porch	2727
2	8	Katana	3	Deck/Porch	2842

*includes Basement

All Type Units Tisbury contain a living room, dining area, kitchen, breakfast nook, and 2 bedrooms and 2 baths on the first floor;

All Type Units Katana, Chilmark and Chatham contain a living room, dining area, kitchen, breakfast nook, 1/2 bath and den on the first floor; and 2 bedrooms, 2 baths and loft on the second floor;

All Units contain a basement.

All Units have the exclusive easement to use the attic located above the unit. All Units shall have the exclusive easement to use the deck and porch adjoining the unit as shown on the Condominium plans.

Units 6 and 7 shall have the exclusive easement to use the garage adjoining the unit as shown on the Condominium plans, as well as the exclusive easement to park in the driveway area immediately in front of the said unit's garage for the parking of the private passenger vehicles of the unit owner and his guests.

Unit 5 and 8 shall have the exclusive easement to use the two garages adjoining the said unit as shown on the condominium plans, as well as the exclusive easement to park in the driveway area immediately in front of the said units two garages for the parking of the private passenger vehicles of the unit owner and his guests.

SPRUCE POND VILLAGE CONDOMINIUM

Schedule C

Unit No.	Bldg No.	Phase No.	Percentage Interest
5	2	2	26.1179
6	2	2	23.8821
7	2	2	23.8821
8	2	2	26.1179
1	1	1	TBD*
2	1	1	TBD
3	1	1	TBD
4	1	1	TBD
9	3	3	TBD
10	3	3	TBD
11	3	3	TBD
12	3	3	TBD
13	4	4	TBD
14	4	4	TBD
15	4	4	TBD
16	4	4	TBD
17	5	5	TBD
18	5	5	TBD
19	5	5	TBD
20	5	5	TBD
21	6	6	TBD
22	6	6	TBD
23	6	6	TBD
24	6	6	TBD
25	7	7	TBD
26	7	7	TBD
27	7	7	TBD
28	7	7	TBD
29	8	8	TBD
30	8	8	TBD
31	8	8	TBD
32	8	8	TBD
33	9	9	TBD
34	9	9	TBD
35	9	9	TBD
36	9	9	TBD
37	10	10	TBD
38	10	10	TBD
39	10	10	TBD

SPRUCE POND VILLAGE CONDOMINIUM

Schedule C (cont.)

Unit No.	Bldg No	Phase No.	Percentage Interest
40	10	10	TBD
41	11	11	TBD
42	11	11	TBD
43	11	11	TBD
44	11	11	TBD
45	12	12	TBD
46	12	12	TBD
47	12	12	TBD
48	12	12	TBD
49	13	13	TBD
50	13	13	TBD
51	13	13	TBD
52	13	13	TBD
53	14	14	TBD
54	14	14	TBD
55	14	14	TBD
56	14	14	TBD
57	15	15	TBD
58	15	15	TBD
59	15	15	TBD
60	15	15	TBD
61	16	16	TBD
62	16	16	TBD
63	16	16	TBD
64	16	16	TBD
65	17	17	TBD
66	17	17	TBD
67	17	17	TBD
68	17	17	TBD
69	18	18	TBD
70	18	18	TBD
71	18	18	TBD
72	18	18	TBD
73	19	19	TBD
74	19	19	TBD
75	19	19	TBD
76	19	19	TBD

SPRUCE POND VILLAGE CONDOMINIUM

Schedule C (cont.)

Unit No.	Bldg No	Phase No	Percentage Interest
77	20	20	TBD
78	20	20	TBD
79	20	20	TBD
80	20	20	TBD
81	21	21	TBD
82	21	21	TBD
83	21	21	TBD
84	21	21	TBD
85	22	22	TBD
86	22	22	TBD
87	22	22	TBD
88	22	22	TBD
89	23	23	TBD
90	23	23	TBD
91	23	23	TBD
92	23	23	TBD
93	24	24	TBD
94	24	24	TBD
95	24	24	TBD
96	24	24	TBD
97	25	25	TBD
98	25	25	TBD
99	25	25	TBD
100	25	25	TBD

*TBD: To be determined

The Declarant reserves the right to change such order and mix, and the corresponding percentage interest appertaining to the units existing before as well as after such change, provided that such percentage interests as modified are in compliance with Chapter 183A, as amended.

SPRCPOND.MD