

MASTER DEED

PAUL REVERE VILLAGE

Developer:

**William E. Forrest, President
Forrow Builders, Inc.
Bunker Hill Road
Millbury, Massachusetts 01527**

Counsel:

**Paul R. O'Connell, Jr., Esq.
Mirick, O'Connell, DeMallie &
Lougee
.1700 Mechanics Tower
Worcester, Massachusetts 01608**

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MASTER DEED

This MASTER DEED of the PAUL REVERE TOWNHOUSES CONDOMINIUM is made this 17th day of September, 1984.

WITNESSETH that FORROW BUILDERS, INC., hereinafter with its successors and assigns called "the Declarant," a Massachusetts corporation with its usual place of business in Millbury, Massachusetts (mailing address: P.O. Box 148, Millbury, Massachusetts 01527), being the owner of certain premises on Grafton Street in said Millbury, 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 proposes to 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 it does hereby declare and provide as follows:

1. NAME AND LOCATION OF CONDOMINIUM

(a) The name of the Condominium shall be PAUL REVERE VILLAGE, also known as the PAUL REVERE TOWNHOUSES CONDOMINIUM and PAUL REVERE TOWNHOUSES, said Condominium being shown on a plan entitled "Site Plan - Paul Revere Village in Millbury, Mass." dated September 17, 1984 prepared by Lavalley Brothers, Inc., and recorded with the Worcester District Registry of Deeds in Plan Book 524, Plan 120.

(b) The Paul Revere Village Condominium is located on a parcel of land situated on Grafton Street in Millbury, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at a point in the northerly line of Grafton Street at the southeasterly corner of Lot 2 as shown on plan recorded with said Registry in Plan Book 512, Plan 70;

THENCE North 06° 30' 00" East by said Lot 2 two hundred twenty and 00/100 (220.00) feet to a point;

THENCE South 86° 11' 52" West by said Lot 2 and Lot 1 on plan recorded with said Registry in Plan Book 512, Plan 70 three hundred and 22/100 (300.22) feet to a point in the stone wall at land now or formerly of Vallee Homes;

THENCE North 06° 30' 34" East two hundred forty-five and 89/100 (245.89) feet to a drill hole;

THENCE North 07° 16' 34" East three hundred sixty-five and 34/100 (365.34) feet to a drill hole;

ARTICLES OF ORGANIZATION

PAUL REVERE VILLAGE ASSOCIATION, INC.

Developer:

William E. Forrest, President
Forrow Builders, Inc.
Bunker Hill Road
Millbury, Massachusetts 01527

Counsel:

Paul R. O'Connell, Jr., Esq.
Mirick, O'Connell, DeMallie &
Lougee
1700 Mechanics Tower
Worcester, Massachusetts 01608

10/1
Examiner

The Commonwealth of Massachusetts

Office of the Secretary of State
One Ashburton Place, Boston, MA 02108
Michael Joseph Connolly, Secretary

ARTICLES OF ORGANIZATION (Under G.L. Ch. 180) Incorporators

NAME **RESIDENCE**
Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

WILLIAM E. FORREST

Eight Lots Road
Sutton, Massachusetts 01527

J. PHILIP RAWINSKI

Unit A-4 Tiffany Circle
Millbury, Massachusetts 01527

111697

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

PAUL REVERE VILLAGE ASSOCIATION, INC.

2. The purposes for which the corporation is formed is as follows:

See Page 2A attached hereto.

C
P
M
R.A.

84 261046

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

SECRETARY OF THE
COMMONWEALTH

SEP 17 A 11: 23

THE COMMONWEALTH OF MASSACHUSETTS
CORPORATION DIVISION

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 17th day of September 1987.

Effective date

Michael Joseph Connolly
MICHAEL JOSEPH CONNOLLY

Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO: Paul R. O'Connell, Jr.
..... Mirick, O'Connell, DeMallie & Lougee
..... 1700 Mechanics Bank Tower.....
..... Worcester, MA 01608.....
Telephone..... 799-0541.....

Filing Fee \$30.00

Copy Mailed

PAUL REVERE VILLAGE ASSOCIATION, INC.

2. Purposes

To manage, maintain, protect and preserve the planned town house Condominium of Paul Revere Village Association, Inc. located on Grafton Street in Millbury, Massachusetts, including the improvements thereon, as set forth in the recorded Master Deed of the Paul Revere Town Houses Condominium including any amendments to said Master Deed; to promote the health, safety and welfare of its members, and in furtherance of said purposes to purchase, acquire, hold, improve, sell, rent, mortgage, pledge, assign and otherwise deal in and with any and all property, real, personal or mixed.

To execute all the rights, powers and privileges and to perform all the duties and obligations of the Association as set forth and undertaken in the aforesaid Master Deed and any modifications thereof.

To operate and maintain, and to provide for the operation and maintenance of, any common areas or facilities held by the Association for the benefit of the members, or any areas concerning which the Association holds easements for the benefit of its members. Such operation and maintenance shall include the employment and dismissal of all personnel; the making of repairs, additions and improvements to, or alterations of, any such common areas or facilities, including the maintenance, operation, improvement and alteration of the exteriors of the buildings; the purchase of all necessary supplies; the allocation of expenses to, and billing of, all town house owners; the preparation of forms and obtaining of all necessary forms of insurance and similar matters; and maintenance of the entire development.

To promote conservation and other family activities for the betterment, health, morals and safety of members and their families.

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

One class of membership only.

- *4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

The By-Laws of Paul Revere Village Association, Inc. are incorporated by reference herein and made a part hereof. A copy of these By-Laws is on file in the office of Paul Revere Village Association, Inc. at Bunker Hill Road, Millbury, Massachusetts.

See Continuation Pages 4A - 4B.

4. The corporation shall have the following powers in furtherance of its corporate purposes in addition to those powers provided by law:

(a) The corporation shall, to the fullest extent legally permissible and only to the extent that the status of the corporation as an organization exempt under Section 501(c)(7) of the Internal Revenue Code is not affected thereby, indemnify each of its directors, officers, employees and other agents (including persons who serve at its request as directors, trustees, officers, employees or other agents of another organization) against all liabilities, costs and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director, trustee, officer, employee or agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such director, trustee, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director, trustee, officer, employee or agent appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; or (c) by a majority of the disinterested members entitled to vote, voting as a single class. Expenses including counsel fees, reasonably incurred by any such director, trustee, officer, trustee, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6, which undertaking may be accepted without reference to the financial ability of such person to make repayment. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, trustee, officer, employee or agent may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "directors,"

THENCE North 07° 50' 34" East three hundred fifty-nine and 76/100 (359.76) feet to a drill hole;

THENCE North 06° 43' 04" East two hundred ninety-four and 11/100 (294.11) feet to a drill hole, the last four courses being by a stone wall;

THENCE North 05° 55' 54" East two hundred eighty-four and 62/100 (284.62) feet to a stone wall;

THENCE South 83° 03' 04" West ninety-three and 48/100 (93.48) feet to a drill hole;

THENCE North 04° 35' 50" East four hundred seventy-seven and 76/100 (477.76) feet to a drill hole in a corner of walls at land now or formerly of Mangano;

THENCE South 83° 36' 16" East three hundred thirty-nine and 78/100 (339.78) feet to a point;

THENCE South 83° 29' 36" East two hundred forty-nine and 36/100 (249.36) feet to a point;

THENCE South 83° 34' 56" East one hundred eighty-one and 65/100 (181.65) feet to a point;

THENCE South 83° 52' 56" East two hundred three and 69/100 (203.69) feet to a point;

THENCE South 83° 18' 16" East two hundred fifty-seven and 94/100 (257.94) feet to a drill hole, the last seven courses being by a stone wall;

THENCE South 83° 18' 16" East three hundred sixteen and 45/100 (316.45) feet to a point in a stone wall at the approximate location of the Millbury-Grafton town line;

THENCE South 06° 38' 44" West one hundred eighty-seven and 08/100 (187.08) feet to a point;

THENCE South 06° 38' 44" West three hundred fifty and 57/100 (350.57) feet to a point;

THENCE South 06° 31' 34" West three hundred twenty-six and 25/100 (326.25) feet to a point;

THENCE South 06° 46' 34" West one hundred fifty-five and 90/100 (155.90) feet to a point;

THENCE South 07° 32' 04" West one hundred nine and 46/100 (109.46) feet to a point;

THENCE South 05° 50' 44" West one hundred ninety-two and 81/100 (192.81) feet to a point;

THENCE South 06° 40' 44" West four hundred ten and 70/100 (410.70) feet to a drill hole;

THENCE South 06° 04' 46" West two hundred twenty-eight and 90/100 (228.90) feet to a Worcester County highway bound in the northerly line of Grafton Street, the last eight courses being by a stone wall in the approximate location of the Millbury-Grafton town line;

THENCE South 86° 11' 52" West by the northerly line of Grafton Street two hundred twenty-one and 42/100 (221.42) feet to a point;

THENCE northeasterly by a curve to the left with a radius of twenty-five and 00/100 (25.00) feet for a curve distance of thirty-nine and 27/100 (39.27) feet to a point;

THENCE North 03° 48' 08" West three hundred sixty and 00/100 (360.00) feet to a point;

THENCE South 86° 11' 52" West seven hundred twenty and 00/100 (720.00) feet to a point;

THENCE South 03° 48' 08" East one hundred fifteen and 00/100 (115.00) feet to a point;

THENCE South 86° 11' 52" West one hundred and 00/100 (100.00) feet to a point;

THENCE South 04° 37' 29" West two hundred seventy-two and 95/100 (272.95) feet to a point in the northerly line of Grafton Street;

THENCE South 86° 11' 52" West by the northerly line of Grafton Street one hundred nineteen and 31/100 (119.31) feet to the place of beginning.

Being a portion of the premises conveyed by Lorraine T. LaRue and others by deed dated October 11, 1983, recorded with said Registry in Book 7960, Page 301.

Subject to rights granted to New England Telephone & Telegraph Company recorded with said Registry in Book 2302, Page 115; a notice of decision on special permit recorded with said Registry in Book 8201, Page 196; an offer of conservation restrictions and waiver recorded with said Registry in Book 8201, Page 209; and construction mortgages granted to Millbury Savings Bank recorded with said Registry in Book 8284, Pages 122, 131, 140, and 149.

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. For the purposes of this document, "townhouse" shall mean "unit," "townhouse designation" shall mean "unit designation" and "townhouse owner" shall mean "unit owner" as those terms are defined in Chapter 183A of the General Laws of Massachusetts.

3. LEGAL ORGANIZATION

The Paul Revere Village Association, Inc., hereinafter referred to as the "Association," is a corporation of the townhouse owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which Association will manage and regulate Paul Revere Village pursuant to the By-Laws of the Association, this instrument and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to townhouse ownership in the Paul Revere Village and shall not be severable in any manner from said townhouse.

The Directors of the Association shall consist of at least three and not more than five persons. Notwithstanding the foregoing, initially there shall be two Directors who shall be appointed by the Declarant and serve until the second annual meeting of the townhouse owners. Thereafter, the Directors shall be elected by and from the membership 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. Thereafter officers shall be elected by the Directors to serve as such officers and the President and Treasurer shall be members of the Association.

The By-Laws of the Association mean 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 Directors and are incorporated herein by reference, and such amendments thereto as may from time to time be enacted.

The Paul Revere Village Rules and Regulations means those rules and regulations which may be hereafter adopted by the Directors of the Association for the use and maintenance of the common areas and facilities and townhouses of Paul Revere Village.

4. DESCRIPTION OF BUILDINGS

The buildings of the Condominium consist of twenty-seven (27) buildings each having access to Grafton Street as shown on said plan of Paul Revere Village.

The buildings are to be constructed principally of concrete and wood, each having a poured concrete foundation, wood frame structure, asphalt roofing and vynal brick walls and/or wood siding.

5. DESIGNATION OF TOWNHOUSES

Paul Revere Village will consist of 98 units in 14 phases as follows:

Phase I (8 units) Phase II (6 units) Phase III (8 units)

7 Lexington Road	1 Lexington Road	15 Lexington Road
8 Lexington Road	2 Lexington Road	16 Lexington Road
9 Lexington Road	3 Lexington Road	17 Lexington Road
10 Lexington Road	4 Lexington Road	18 Lexington Road
11 Lexington Road	5 Lexington Road	19 Lexington Road
12 Lexington Road	6 Lexington Road	20 Lexington Road
13 Lexington Road		21 Lexington Road
14 Lexington Road		22 Lexington Road

Phase IV (8 units) Phase V (8 units) Phase VI (8 units)

23 Lexington Road	31 Lexington Road	39 Lexington Road
24 Lexington Road	32 Lexington Road	40 Lexington Road
25 Lexington Road	33 Lexington Road	41 Lexington Road
26 Lexington Road	34 Lexington Road	42 Lexington Road
27 Lexington Road	35 Lexington Road	43 Lexington Road
28 Lexington Road	36 Lexington Road	44 Lexington Road
29 Lexington Road	37 Lexington Road	45 Lexington Road
30 Lexington Road	38 Lexington Road	46 Lexington Road

Phase VII (8 units) Phase VIII (8 units) Phase IX (8 units)

9 Meetinghouse Lane	1 Meetinghouse Lane	1 Village Green
10 Meetinghouse Lane	2 Meetinghouse Lane	2 Village Green
11 Meetinghouse Lane	3 Meetinghouse Lane	3 Village Green
12 Meetinghouse Lane	4 Meetinghouse Lane	4 Village Green
13 Meetinghouse Lane	5 Meetinghouse Lane	5 Village Green
14 Meetinghouse Lane	6 Meetinghouse Lane	6 Village Green
15 Meetinghouse Lane	7 Meetinghouse Lane	7 Village Green
16 Meetinghouse Lane	8 Meetinghouse Lane	8 Village Green

Phase X (6 units)

- 9 Village Green
- 10 Village Green
- 11 Village Green
- 12 Village Green
- 13 Village Green
- 14 Village Green

Phase XI (6 units)

- 47 Lexington Road
- 48 Lexington Road
- 49 Lexington Road
- 50 Lexington Road
- 51 Lexington Road
- 52 Lexington Road

Phase XII (6 units)

- 53 Lexington Road
- 54 Lexington Road
- 55 Lexington Road
- 56 Lexington Road
- 57 Lexington Road
- 58 Lexington Road

Phase XIII (6 units)

- 5 Concord Road
- 6 Concord Road
- 7 Concord Road
- 8 Concord Road
- 9 Concord Road
- 10 Concord Road

Phase XIV (4 units)

- 1 Concord Road
- 2 Concord Road
- 3 Concord Road
- 4 Concord Road

Each unit will have three vertical levels (a garage, a first floor and a second floor) and contain two bedrooms, one and one-half bathrooms, one kitchen/diningroom and one living room. Units will be within buildings containing a total of two or four units.

Recorded simultaneously with this Master Deed are the site plan consisting of two sheets referred to in paragraph 1(a) hereof and a set of floor plans for Phase I showing the layout, location, unit numbers and dimensions of the Phase I units, stating that the buildings have no names and bearing the verified statement of a registered land surveyor certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Phase I units as built.

6. INTEREST OF TOWNHOUSE OWNER

The owners of each townhouse shall be entitled to an undivided fractional interest in the common areas and facilities of the Condominium as set forth on Schedule A attached hereto. Each unit deed shall state that the Condominium will be constructed in phases and the percentage of interest is subject to change as phases are added (see also Paragraph 14).

7. BOUNDARIES OF TOWNHOUSES

The Boundaries of the townhouses are as follows:

(a) Floors: The plane of the upper surface of the concrete basement floor.

(b) Ceilings: The plane of the lower surface of the roof rafters.

(c) Interior Building Walls Between the Townhouses: The plane of the interior surface of the wall studs facing each unit.

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface of the door; as to windows, the exterior surface of the window and sash frames; as to basement walls, the interior surface of concrete walls.

8. MODIFICATION OF TOWNHOUSES

The owner of any townhouse shall not at any time make any change or modification of the exterior of said townhouse or any interior change that would affect, or in any way alter, the structural or supporting characteristics or integrity of the building or its services. However, such owner 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 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 properly issued by the Town of Millbury, where required, and pursuant to plans and specifications which have been submitted to and approved by the Directors of the Association. Such approval shall not be unreasonably withheld or delayed.

9. RESTRICTIONS ON USE OF TOWNHOUSES

Each townhouse shall be occupied as a single-family residence and shall be used for no other purpose. Notwithstanding any provisions of this paragraph to the contrary, however, the Declarant, its successors and assigns, shall have the right to use any townhouse or common area or facility owned by them for models and for sales, construction, storage and administration.

The owner of any townhouse shall have the further right to lease said townhouse, provided that the entire townhouse is leased to a head of household for use by family members only. In the event of lack of compliance with this and other provisions of the Master Deed and the By-Laws of the Association, the Association shall have the right to institute eviction proceedings at the expense of the townhouse owner. Any lease or rental agreement shall be in writing and shall be subject to the requirements of this Master Deed, the By-Laws of the

Association, and the Association. No Townhouse may be leased or rented for less than thirty (30) days. There shall be no other restrictions relating to the term of any lease or rental agreement. A copy of such lease or rental agreement shall be provided promptly to the Association.

No part of the premises, including but not limited to the parking areas and driveways, shall be used for parking or storing of commercial vehicles, registered vehicles or any motorized recreational vehicle longer than 20 feet. Vehicular access to Grafton Street shall be only via the ways (hereinafter "the Ways") shown on the plan referred to in Paragraph 1(a). No road salts shall be used for snow or ice removal on the Ways or driveways.

Any automobile of any type that is inoperable and/or unregistered is prohibited from the premises of Paul Revere Village and may be removed at the owner's expense by the Association.

The yard areas, walkways, parking areas, driveways and appurtenances thereto, being part of the common areas, are subject to such limitations and conditions as shall be imposed by the Directors of the Association, and nothing (other than chairs, benches and tables in rear yards of such number, nature, and of such type as are actively used for residential purposes) shall be affixed to or stored in common areas, except with the approval of the Directors of the Association.

The use of a townhouse by all persons authorized to use the same shall be at all times subject to the provisions contained in this instrument and the By-Laws of the Association.

The Association also reserves the right and easement to enter into any townhouse from time to time, at reasonable hours except in case of emergency, for the purpose of reconstructing and repairing adjoining townhouses, 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 By-Laws of the Association.

The maintenance, repair and improvement of the exterior portions of the townhouses shall be performed by the Association, and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each townhouse owner in Paul Revere Village as any other common expense.

No nuisances shall be allowed in the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful enjoyment of the Condominium. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, Zoning By-Laws and regulations of all governmental

bodies having jurisdiction thereover shall be observed. No signs, plaques or communication of any description shall be placed on the exterior or in a window of any townhouse or any common area or facility by a townhouse owner or his agent.

10. TOWNHOUSE APPURTENANCES

Each unit shall have:

(a) the exclusive right to use the yard area immediately to the rear of the Unit to a depth of 20 feet provided that no fence or other structure shall be installed and no landscaping performed without the prior written consent of the Directors of the Association;

(b) the exclusive right to use the driveway immediately in front of the unit;

(c) the right in common with other unit owners to use the steps, walkways, and Ways so as to afford ingress and egress to the respective townhouses;

(d) the undivided percentage interest in common areas and facilities in accordance with Paragraph 6 above; and

(e) membership in the Association which shall be in the same percentage as an individual townhouse owner's common area interest, which memberships are not assignable or severable from ownership of the townhouse.

All of the townhouses shall have appurtenant thereto, in common with each other, the right and easement to use the remaining yard area of the said premises, subject to and in accordance with restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed, the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under said By-Laws.

Any deed, mortgage or other instrument purporting to affect a townhouse shall be deemed and taken to include the appurtenant interests set forth above whether or not such interests are specifically included therein. No part of the appurtenant interests of any townhouse may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the townhouse 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 townhouses in the Condominium.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of Paul Revere Village comprise and consist of (a) the land [subject to the right of the Declarant to construct the Units constituting Phases II through XIV as hereinbefore described and thereafter to create by Amendments to this Master Deed Phases II through XIV together with the benefit of and subject to the rights and easements referred to in paragraph 1 hereof (as the same may be amended from time to time)] and the common areas and facilities shown on said plan of Paul Revere Village; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor and ceiling joists, including all wall studding necessary to provide the structural integrity of the exterior walls and roofs of the buildings, and the bearing common walls between the townhouses of the buildings; (c) all sewer, water and electric 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 townhouse, other townhouses or common areas and facilities but not including the lighting, heating, plumbing, fixtures and kitchen and bathroom cabinets located within the townhouse serving the same exclusively; (d) all such facilities contained within any townhouse which serve parts of the Condominium other than the townhouse within which such facilities are contained; (e) the yards (including the 20 foot rear yard referred to in paragraph 10(a) above), lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; and (f) the Ways and parking areas adjacent thereto. The Declarant reserves the right as to the common areas to grant the deed of conservation restrictions referred to in instrument recorded with said Registry in Book 8201, Page 209, to grant other easements, both exclusive and in common with others over, under and across such premises for the purpose of installing and maintaining decks, yard areas, stairs, walkways, driveways, parking areas, utilities and the Ways, and to acquire similar easements over land adjoining the common areas.

12. ENCROACHMENTS

If any townhouse now or hereafter encroaches upon any other townhouse or upon a portion of the common areas and facilities, or if any portion of the common areas and facilities now or hereafter encroaches upon any townhouse as a result of the settling or construction of a building, or a townhouse therein, or the alteration or repair of such building or townhouse, a valid easement of the encroachment and for the maintenance of the same, so long as the buildings stand, shall exist for the benefit of each townhouse or common area or facility, as the case may be.

The determination of the percentage of interest of the respective townhouses in the common areas and facilities reflects the approximate relation that the fair value of each unit on the date hereof bears to the aggregate fair value of all units.

14. AMENDMENT OF MASTER DEED

This Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-six and two-thirds percent (66-2/3%) in interest of the townhouse owners and written consent of the holders of a majority of the first mortgages on mortgaged townhouses.

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

Notwithstanding any of the provisions herein, the Declarant reserves the right to construct on the premises the additional units referred to in Paragraph 6 and after such construction to amend this Master Deed creating Phases II through XIV as hereinbefore described, and each unit owner, his successors, assigns and mortgagees shall, by the acceptance of his unit deed under this Master Deed and Amendments thereto, be deemed to have irrevocably appointed the Declarant, as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the construction, mortgaging and conveyance of the townhouses contained in said Phases. The right of the Declarant to add phases by amendment to the Master Deed shall expire no later than seven (7) years from the date the Master Deed is recorded. Assessments for common area charges and expenses attributable to each Townhouse, and the right of each Townhouse to exercise its voting rights, shall commence upon recording of the Master Deed with respect to units in Phase I, and as to other units upon recording of the amendment to the Master Deed adding the Phase in which the Townhouse is a part, except that the Declarant shall not be assessed common area charges on any unsold unit unless it shall be rented in the meantime. All improvements intended for future phases shall be substantially completed prior to the addition of the phase. All future improvements shall be consistent with the initial improvements in terms of quality and construction.

15. REMOVAL FROM CONDOMINIUM LAW

The townhouse 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 the same may be amended from time to time, provided that the written consent of the holders of at least 67% of first mortgages on mortgaged Townhouses shall have been obtained.

Upon such removal, the townhouse owners shall be deemed to own the Condominium property as tenants in common with their undivided interest therein in the same percentage of undivided interest as previously owned by each owner 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 property to the provisions of Chapter 183A of the General Laws of Massachusetts.

16. RIGHTS AND RESPONSIBILITIES OF THE DECLARANT

Before control of the Condominium has been passed to the Association, the Declarant shall not directly or indirectly bind the Association to any professional management contract unless the contract includes a right of termination without cause that the Association may exercise at any time after the transfer of control without the payment of any penalty upon notice of not more than 90 days.

17. MORTGAGEE STATUS

A mortgagee acquiring title to a townhouse by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee, as well as a townhouse owner, until such time as the foreclosure deed or deed in lieu of foreclosure is filed with the Worcester District Registry of Deeds or until the expiration of three years from the date of entry for breach of the terms and conditions of its mortgage or the obligations secured by said mortgage, provided a certificate of entry as required by General Laws of Massachusetts, Chapter 244, Section 2, is recorded.

In addition, a mortgagee or other purchaser of a townhouse at a foreclosure sale of such townhouse shall be subject to, and shall be liable for, a lien for the payment of common charges assessed both prior to and subsequent to the foreclosure sale, excepting first mortgagees.

18. MISCELLANEOUS

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

Gender. The use of any gender in this Master Deed shall be deemed to refer to all other genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

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 affect 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 though such invalid provision had never been included herein.

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

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 townhouse 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 and subject to such rights of amendment and termination as are herein set forth. In the event any action be instituted against a townhouse owner to enforce these restrictions, or to collect common or unit charges, the said townhouse owner shall be liable for the legal expenses incurred by the Association in addition to the court order enforcing said restriction or said payment of common or unit charges, which expenses shall be collected as any other common charge from said townhouse owner.

IN WITNESS WHEREOF, the said FORROW BUILDERS, INC. has caused these presents to be executed as a sealed instrument.

FORROW BUILDERS, INC.

BY: Philip Rawinski
Philip Rawinski, Vice President
and Assistant Treasurer

PAUL REVERE VILLAGE

Book 8466
Page 243

Amendment No. 1 Creating Phase II in
Accordance with Paragraph 14 of Master Deed

FORROW BUILDERS, INC., a Massachusetts corporation with a usual place of business in Millbury, Massachusetts being the Declarant in the Master Deed creating the PAUL REVERE TOWNHOUSES CONDOMINIUM, ("the Condominium") dated September 17, 1984 and recorded with the Worcester District Registry of Deeds on September 21, 1984 in Book 8374, Page 87, being the owner of the premises situated in said Millbury on the plan entitled "Phase II Site Plan - Paul Revere Village in Millbury, Mass.," dated November 19, 1984, prepared by LaVallee Brothers, Inc. and recorded with said Registry herewith in Plan Book 527, Plan 91, said plan showing Phase II of the Condominium, by this amendment pursuant to Paragraph 14 of the Master Deed, does hereby create Phase II of the Condominium to be governed by and subject to the provisions of the Master Deed, the by-laws of the Paul Revere Village Association, Inc. recorded therewith and Chapter 183A of the General Laws (including any amendments thereto hereafter enacted). See Paragraph 6 and Schedule A of the Master Deed regarding each Unit Owner's undivided fractional interest in the Common Areas and the facilities of the Condominium.

The undersigned reserves the right to construct additional units and to amend the Master Deed creating Phases III - XIV, inclusive, in accordance with Paragraph 14 of the Master Deed.

IN WITNESS WHEREOF, the said Forrow Builders, Inc. has caused these presents to be executed as a sealed instrument this 29th day of November, 1984.

FORROW BUILDERS, INC.

By J. Philip Rawinski
J. Philip Rawinski, Vice President

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

November 29, 1984

Then personally appeared the above named J. Philip Rawinski, aforesaid and acknowledged the foregoing to be the free act and deed of FORROW BUILDERS, INC., before me,

Richard F. Reidy
Richard F. Reidy, Notary Public

My Commission Expires: January 11, 1985

PAUL REVERE VILLAGE

Amendment No. 2 Creating Phase III in
Accordance with Paragraph 14 of Master Deed

FORROW BUILDERS, INC., a Massachusetts corporation with a usual place of business in Millbury, Massachusetts being the Declarant in the Master Deed creating the PAUL REVERE TOWNHOUSES CONDOMINIUM, ("the Condominium") dated September 17, 1984 and recorded with the Worcester District Registry of Deeds on September 21, 1984 in Book 8374, Page 87, as amended, being the owner of the premises situated in said Millbury on the plan entitled "Phase III Site Plan - Paul Revere Village in Millbury, Mass.," dated January 7, 1985, prepared by LaVallee Brothers, Inc. and recorded with said Registry herewith in Plan Book 529, Plan 44, said plan showing Phase III of the Condominium, by this amendment pursuant to Paragraph 14 of the Master Deed, does hereby create Phase III of the Condominium to be governed by and subject to the provisions of the Master Deed, the by-laws of the Paul Revere Village Association, Inc. recorded therewith and Chapter 183A of the General Laws (including any amendments thereto hereafter enacted). See Paragraph 6 and Schedule A of the Master Deed regarding each Unit Owner's undivided fractional interest in the Common Areas and the facilities of the Condominium.

The undersigned reserves the right to construct additional units and to amend the Master Deed creating Phases IV - XIV, inclusive, in accordance with Paragraph 14 of the Master Deed.

IN WITNESS WHEREOF, the said Forrow Builders, Inc. has caused these presents to be executed as a sealed instrument this 7th day of January, 1985.

FORROW BUILDERS, INC.

By J. Philip Rawinski
J. Philip Rawinski, Vice Pres. and
Asst. Treas.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

January 7, 1985

Then personally appeared the above named J. Philip Rawinski, Vice Pres. & Asst. Treas., aforesaid and acknowledged the foregoing to be the free act and deed of FORROW BUILDERS, INC., before me,

Richard J. Reidy
Richard J. Reidy, Notary Public

My Commission Expires: 1-11-91

"trustees," "officer," "employee" and "agent" include their respective heirs, executors and administrators, and an "interested" director or trustee is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

(b) No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer, or member of this corporation individually, or any individual having any interest in any concern in which any such trustees, officers, members, or individuals have any interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction, or other act of this corporation, and

- (1) such contract, transaction, or act shall not be in any way invalidated or otherwise affected by that fact;
- (2) no such director, officer, member, or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction, or act; and
- (3) any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or of any committee thereof which shall authorize any such contract, transaction, or act, and may vote to authorize the same;

the term "interest" including personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; the term "concern" meaning any corporation, association, trust, partnership, firm, person, or other entity other than this corporation.

(c) No part of the net earnings of the corporation shall inure to the benefit of any member, officer of the corporation or any private individual or other corporation, except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes.

(d) The corporation may have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is formed; provided that no such power shall be exercised in a manner inconsistent with Massachusetts General Laws, Chapter 180 or any other chapter of the General Laws of the Commonwealth or Section 501(c)(7) of the Internal Revenue Code.

(e) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on either by a corporation exempt from federal income tax under section 501(c)(7) of the Internal Revenue Code.

(e) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on either by a corporation exempt from federal income tax under section 501(c)(7) of the Internal Revenue Code.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

Bunker Hill Road, Millbury, Massachusetts 01527

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President: William E. Forrest	Eight Lots Road Sutton, MA 01527	Eight Lots Road Sutton, MA 01527
Treasurer: William E. Forrest	Eight Lots Road Sutton, MA 01527	Eight Lots Road Sutton, MA 01527
Clerk: J. Philip Rawinski	Unit A-4 Tiffany Circle Millbury, MA 01527	Unit A-4 Tiffany Circle Millbury, MA 01527
Directors: (or officers having the powers of directors)		
William E. Forrest	Eight Lots Road Sutton, MA 01527	Eight Lots Road Sutton, MA 01527
J. Philip Rawinski	Unit A-4 Tiffany Circle Millbury, MA 01527	Unit A-4 Tiffany Circle Millbury, MA 01527

c. The date initially adopted on which the corporation's fiscal year ends is:

August 31

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

The third Thursday in June

e. The name and business address of the resident agent, if any, of the corporation is:

None

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this **12th** day of **September**, 19**84**.

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

.....
William E. Forrest
 William E. Forrest

.....
 J. Philip Rawinski
J. Philip Rawinski

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of



The Commonwealth of Massachusetts

**Office of the Secretary of State
State House, Boston, MA 02133 (617) 727-2800**

Michael Joseph Connolly, Secretary

RE: CHAPTER 180 CORPORATIONS

To Whom It May Concern:

Enclosed please find a photocopy of your Articles of Organization. The corporation has a legal existence as of the effective date stated on the last page of your Articles.

Under the provisions of Massachusetts General Law, Chapter 180, section 26A, non-profit corporations must prepare and submit Annual Reports on or before November first of each year (starting with the year after incorporation).

This section shall not apply to a church or a religious organization, a non-profit school or college, a charitable hospital, or a library association whose real or personal property is exempt from taxation.

This memorandum is intended as a reminder to you of your obligation to annually file this report with the Secretary of the Commonwealth.

In addition, you should be aware that Federal Identification Numbers (FIN'S) are used in our computer files as a means of positive identification. As soon as your corporation has been assigned a FIN, please notify the Secretary's office so that your corporate file may be completed. Remember to enter your FIN on all future filings.

Blank Annual Report forms (C.D. 369) may be obtained by calling (617) 727-4176.

Sincerely yours,

**Yvonne Ellison
Clerk, Non-Profit Corporations
Specialized Section**

YE/wpc

Enclosures