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**MASTER DEED**  
**GRAYSTONE AT WINCHESTER CONDOMINIUM**

I. Creation of Condominium.

(A) The undersigned, Duffy Realty, LLC, a Massachusetts Limited Liability Company, having a place of business at 411 Waverley Oaks Road, Suite 340, Waltham, Massachusetts 02452 (the "Declarant"), being the sole owner of the land with the buildings thereon with the post office address of 223-225 Cambridge Street, Winchester, Massachusetts, described on Exhibit "A" which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state it proposes to create, and does hereby create, a Condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(B) Condominium Phasing.

The Declarant currently plans to develop the Condominium as a phased Condominium, each Phase of which shall contain one or more Units or one or more common facilities or elements or combinations thereof. Section VIII (C) hereof sets forth the Declarant's easements and rights to add additional Buildings, Units, Exterior Parking Spaces and Phases, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or any mortgagee, or any Trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, shall be necessary so as to add additional Buildings, Units, Garages, Exterior Parking Spaces and Phases to the Condominium. The Building now existing and described in Section (c) containing two (2) Units, shall constitute the first Phase of the Association (shown on said plans as Phase I). The Declarant's present intention is to add eighteen (18) additional buildings through Phases and Sub-Phases, which, if created, will consist of one (1) or more Building per Phase and two (2) to three (3) Units per building. When all Phases and Sub-Phases are completed there will be a total of twelve

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62,  
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(12) triplex buildings, six (6) duplex buildings and one (1) renovated farmhouse with two (2) units, containing collectively a total of fifty (50) units, all as shown on the Site Plan. Said Section VIII (C) also describes the Declarant's additional rights in connection with phasing, and certain limitations on the Declarant's phasing rights. The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any land not shown on the Site Plan or not owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases.

## II. Description of Land.

(A) The premises which constitute the Condominium consists of the land described on Exhibit "A", which is attached hereto and incorporated herein by this reference is made a part hereof, (the "Land") together with the Buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which the amendment to this Master Deed adding the last Phase is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the Common Areas and Facilities of the Condominium for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium including, but not limited to, the Land and all Buildings, for any and all purposes, including but not limited to installing cable television lines and other utility 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 reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases.

(B) The Declarant further reserves the right and easement over the land described above, common with the Graystone at Winchester Condominium Trust and the owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground utility lines, conduits, pipes, tanks, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of land which the Declarant now owns or may own which abuts the Land described above; provided,

however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the land described hereunder.

The Declarant further reserves the right and easement, in common with the Graystone at Winchester Condominium Trust and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Winchester, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the benefit of the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns to (a) further grant easements across the Land upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The Declarant further reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases provided; however, that such new Units are compatible with the Units previously constructed.

The Declarant further reserves the right to unilaterally grant to the Town of Winchester and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant, or the Town of Winchester, deems necessary, in its sole discretion, to complete the development contemplated hereunder provided such easement(s) does not materially interfere with any Unit Owner's use of a Unit for residential purposes.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity, including but not limited to, the owner(s) of the abutting land.

### III. Description of Buildings.

There is one (1) Building (the "Building") on the Land. The Building is described in Exhibit "B", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "B" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

### IV. Description of Units.

#### (A) Units.

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

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

- (i) Lower Boundary: The upper surface of the poured concrete floor at the basement floor level;
- (ii) Upper Boundary: The lower surface of the roof rafters and joists;
- (iii) Walls: The plane of the surface of the wall studs facing the interior of the Unit;
- (iv) Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one (1) Unit are a part of the Common Areas and Facilities.
- (v) Doors (including garage doors) and windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and sash;
- (vi) Each Unit shall include a hard-wired smoke detector and carbon monoxide detector.

Each Unit that has a gas-fired fireplace will be directly vented to the outside of the Unit. The Unit includes all portions of this gas-fired fireplace, including any flue and/or equipment associated with the same, whether located within or outside the Unit and shall be part of the Unit which it

serves.

All Units are heated and cooled by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Unit, are a part of the Unit which it serves.

Each Unit includes the ownership and maintenance if installed of any active Radon mitigation system and only pipes or conduits associated with same.

Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) and smoke detector and carbon monoxide detectors contained therein or wherever located which exclusively serve the Unit and all wires and conduits associated with the same.

Each Unit shall have as appurtenant thereto, the right and easement to use, in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the Common Areas and Facilities.

Each Unit shall have as appurtenant thereto, the right and easement to use the Common Areas, described in Section V hereof, with the other Unit Owners in the Condominium.

Each Unit Owner shall be responsible for their electricity, gas, and water and sewer expenses, which shall be supplied by a public utility servicing the area in which the Condominium Trust is located directly to each Unit Owner through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas, water and other utilities (if any), consumed or used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his Unit.

(B) Garages and Exterior Parking Spaces.

- (i) Each Unit contains a two (2) car garage. The garage is part of the Unit which directly accesses such garage. Each Unit shall have the exclusive right and easement for the use of the driveway leading to garages and such driveways shall be limited common areas for the exclusive use of the Owner of the Unit of which such garage is a part.
- (ii) Exterior Parking Spaces not located in garages or in garage driveways (the "Exterior Parking Spaces", individually, an "Exterior Parking Space") shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors until such time as all the units are sold. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners of Units, their tenants and their guests, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium Trust.
- (iii) The garages, driveways leading to garages and Exterior Parking Spaces may be

occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles except that garages may be used for storage. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Driveways shall not be used for storage; but the Owner of the Unit to which a driveway is appurtenant shall have the right to park private noncommercial passenger vehicles therein. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, ATVs, four wheelers, unregistered vehicles, motor homes of any size or type, or inoperable vehicles shall be permitted to be parked in Garages, driveways leading to Garages and Exterior Parking Spaces. Garage doors shall be kept closed except when in use.

(C) Decks.

Each Unit shall have the exclusive right and easement for the use of deck which adjoins said Unit and such decks shall be limited common area for the exclusive use of the Owner of the Unit of which such deck is a part. The Board of Trustees shall have the obligation to maintain and replace the same pursuant to the provisions of the Declaration of Trust.

Said right shall be subject to the Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such deck and/or patio, along with the appearance, painting, decorating and utilization of said deck and/or patio.

(D) Climate Control:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° Fahrenheit and, for any Unit with a cooling system, indoor relative humidity must be maintained at levels sufficient to inhibit the growth of mold.
2. Unit Owners shall be responsible to:
  - (i) clean and dust the surfaces within a Unit on a regular basis;
  - (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;

- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
  - (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
  - (v) when appropriate, engage a professional remediation company to mitigate any damage to the Unit resulting from leaks and spills;
  - (vi) replace water heaters, if any, prior to the end of the warranty period;
  - (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
  - (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
  - (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
  - (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.
3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.
4. Unit Owners are required to report immediately, in writing, delivered to the Board:
- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
  - (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
  - (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.
5. Unit Owners shall be responsible and liable for any expenses incurred by the Board

for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to undertake any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4, this Master Deed, the Declaration of Trust and the By-Laws attached as Exhibit A thereto.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or resulting from the Unit Owner's failure to comply with the terms of this provision, the Master Deed, the Declaration of Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions.
7. Unit Owners shall be responsible and liable for any fines for violations of this and any damages suffered by the Condominium or other Owners or occupants of the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this provision.
8. Any expenses or fines charged to a Unit Owner pursuant to this provision shall be collectible as a common expense.
9. Unit Owners shall be responsible for the maintenance and repair of the pad of the HVAC equipment outside their unit.

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

The Common Areas and Facilities of the Condominium consist of the entire subject premises as described in Section II ("Description of Land") of this Master Deed, other than the Units described on Exhibit "C" hereto, subject to the Declarant's phasing easements and rights as set forth herein. Without limiting the foregoing language in this Section V, the Common Areas and Facilities of the Condominium include and are subject to:

- (i). The Land described in Section II ("Description of Land") of this Master Deed, subject to the provisions regarding the Declarant's Phasing rights and subject to the provisions regarding Exterior Parking spaces;
- (ii). The foundation, structural members, beams, supports, exterior walls, siding, roof and structural walls, and other structural components located within any Unit;
- (iii). The Condominium shall strictly conform to maintenance and operation procedures set

forth in the Drainage Report referenced by the Board of Appeals in the Approval, as the same may be modified in accordance with recommendations of the Town Engineering Department, which Drainage Report is incorporated herein by reference;

- (iv). The use or maintenance of the Common Areas and Facilities in a manner contrary or inconsistent with any applicable statute, rule or regulation of the Department of Environmental Protection Agency ("DEP") or the Winchester Board of Health is hereby prohibited;
- (v). Installation of central services, if any, such as heat, electric power, gas, hot and cold water, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, including Appurtenant Areas thereof, whether located in that Unit or located elsewhere in the Common Areas;
- (vi). All conduits, chutes, ducts, plumbing, wiring, flue and other facilities for the furnishing of utility services (collectively "utility installations") which utility installations are: (i) contained in the common portions of the Building; and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Appurtenant Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;
- (vii). Exterior lighting devices and wires and poles serving the same;
- (viii). Exterior Parking Spaces, except as otherwise limited by this Master Deed;
- (ix). The lawns, plants, shrubbery, landscaping, driveways, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, to the extent that any of the foregoing are not situated within a Unit. No interior fencing, walls or structures of any kind shall be installed, other than as specifically depicted on the Landscape Plan submitted to the Board of Appeals in conjunction with the Approvals;
- (x). Irrigation systems and all components related to the same;
- (xi). Such additional Common Areas and Facilities as may be defined in Chapter 183A;
- (xii). The sewer system, which is defined as all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer services and all sewage drainage pipes and all appurtenant areas located outside the Units that serve part of the Condominium other than a specific Unit exclusively;
- (xiii). The Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Condominium Trust, and to all Rules and Regulations;
- (xiv). The Declarant has reserved the right and easement to modify the boundaries of Units to be included in the Condominium as part of future Phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the Amendment to this Master Deed adding such future Phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved;
- (xv). All other items situated on the subject property and listed as Common Areas in Massachusetts General Laws, Chapter 183A, except for the Units described on Exhibit

“C” hereto, subject to the provisions regarding the Declarant’s Phasing rights. The proportionate interest of each Unit of the Condominium in the Common Areas and Facilities of the Condominium shall be as set forth on Exhibit “C” which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit “C” will be amended from time to time, if and to the extent that future phases are created as set forth herein elsewhere;

- (xvi). A Memorandum of Agreement as set forth in Exhibit “F” shall be held by the Massachusetts Historical Commission for the existing farmhouse.

#### VI. Master Plans.

A set of the floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of floor plans, together with the Site Plan, are herein sometimes called the “Master Plans” and are hereby incorporated herein by this reference and made a part hereof.

#### VII. Use of Units.

(A) Units are intended only for residential purposes; provided, however, that any Unit may also be used as an office but only (1) accessory to such residential use, and (2) only if and to the extent such accessory office use is permitted by applicable zoning laws, and (3) no one shall be employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(B) Five (5) Units shall be designated as Affordable Housing Units and shall be constructed, marketed and sold in accordance with specifications promulgated by the Town of Winchester. As of this time, it is contemplated that the designated units are 901, 1502, 1603, and one unit in each of Buildings 18 and 19. In the event that the Owners shall amend the Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal, with respect to the Affordable Housing Units, shall be secondary to the right of first refusal of the Town of Winchester and the right of first refusal of the Massachusetts Department of Housing and Community Development. No instrument amending this paragraph shall be of any force and effect until the Zoning Board of Appeals of the Town of Winchester and the Massachusetts Department of Housing and Community Development approve such amendment in writing.

Said Affordable Housing Units, in addition to any covenants set forth herein, shall be bound by the terms and conditions of any restrictions set forth in the Deed Rider and the Trust shall be subject to any provisions of the Regulatory Agreements, both of which are attached hereto and

incorporated herewith and identified respectfully as Exhibits "D" and "E". To the extent that there is an inconsistency in these Condominium documents, including the Master Deed, Declaration of Trust and the Rules and Regulations and the Regulatory Agreement and Deed Rider, said Regulatory Agreement and Deed Rider will be deemed to override any provisions of the Condominium documents and shall be the enforceable provisions

Exhibit D (Deed Rider) and Exhibit E (Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants) hereof are intended as sample documents. The Declarant, including his successors and/or assigns, reserves the right to modify or amend the final Deed Rider and/or Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants with the approval of, or as may be required by, the Town of Winchester and/or the Department of Housing and Community Development.

(C) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Trust.

(D) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may use one or more Units for sales offices, models and other purposes, and may rent, lease or license Units.

(E) The Unit Owners desire to maintain the Graystone at Winchester Condominium as an Owner-occupied residential community. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto. Under no circumstances shall a unit be leased for a period of less than one year.

(F) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto.

(G) No Unit Owner shall make any addition, alteration or improvement in or to any Unit, including Appurtenant Areas, affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural or architectural integrity or mechanical systems of the condominium without the prior written consent of the Trustees, which consent may contain such condition, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit, including Appurtenant Areas (whether or not affecting the structural elements, mechanical systems or Common

Areas and Facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

(H) No Unit Owner shall make any addition, alteration or improvement to any part of the Common Area, including, without limitation, any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping thereof, without written consent of the Board of Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. Notwithstanding the terms in this subsection, nothing herein shall prohibit a Unit Owner from parking private passenger vehicles in any driveway in which the Unit has rights.

(I) Except for a single small non-illuminated name sign on the door to the Unit, no Unit Owner (other than Declarant in conjunction with its reserved powers hereunder) may erect any sign on or in the Unit including, without limitation, any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping thereof which is visible from the outside of the same or from the Common Elements, without in each instance having obtained the prior written permission of the Board of Trustees which permission may be granted or denied in the sole discretion of the Board.

(J) The Units at the Association shall be restricted to the number of bedrooms set forth in Town of Winchester Board of Appeal Decision No. 3484 (REVISED), dated May 23, 2008, specifically, no more than two (2) bedrooms per unit, except that the two farm-house units and Unit 32 shall have no more than three (3) bedrooms per unit.

(K) The existing farmhouse, which is known as Building 1, shall be subject to a historic Memorandum of Agreement as further described in Exhibit F.

#### VIII. Amendment of Master Deed.

(A) This Master Deed may be amended by; (i) vote of the Owners of Units entitled to not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities; (ii) the assent of not less than fifty-one percent (51%) of eligible mortgage holders as defined in the By-Laws (except in cases where a higher percentage is required by the By-Laws of the Condominium Trust, in which case such higher percentage specified shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee; and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Middlesex South District Registry of Deeds, provided, however

that:

- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place;
- (ii) Pursuant to the provisions of General Law, Chapter 183A, Section 5, the percentage of the undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded;
- (iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the Units so altered;
- (iv) No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any Unit in the Condominium; and
- (v) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

(B) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant reserves the right, at any time and from time to time, to unilaterally amend this Master Deed or Trust, for the following purposes:

- (i). to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Winchester, or any of its boards, bodies or agencies;
- (ii). or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender; or
- (iii). To induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the ownership of a Unit; or
- (iv). to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission in this Master Deed, Trust, Exhibit thereto, or any supplement or amendment thereto, including without limitation, the correction of measurements appearing on any plan recorded in connection with the

Condominium; or

- (v). to assist the Declarant in the sale, development and/or marketing of any Unit.

All Unit Owners, mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to any such amendments by the Declarant, or its successor, the Board of Trustees, if necessary provided; however, such amendment(s) does not materially interfere with a Unit Owner's use of the Unit for residential purposes.

(C) The Condominium is planned to be developed as a Phased Condominium, each Phase of which shall include one (1) or more Buildings and Units and may include Decks, Garages, Exterior Parking Spaces and other appurtenances. Notwithstanding anything to this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, the Declarant hereby reserves to itself and its successors and assigns (and any party including, but not limited to, a mortgagee or mortgagees, to whom or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:

- (i) The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
  - (a) Additional Building(s) and Units;
  - (b) Additional roads, driveways, decks, garages, exterior parking spaces and parking areas, walks and paths;
  - (c) New or additional fences or decorative barriers or enclosures, and other structures of every character;
  - (d) New or additional conduits, pipes, satellite dishes, wires, poles or other lines, equipment and installations of every character for the furnishing of utilities;
  - (e) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a Phased Condominium; and
  - (f) The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant

reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.

- (g) The Declarant further reserves the right to unilaterally grant to the Town of Winchester and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the Development contemplated hereunder provided; however, such easement does not materially interfere with a Unit Owner's use of the Unit for residential purposes.
- (ii) In the event that there are unsold Units, the Declarant shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:
  - (a) Lease, rent and license the use of any unsold Unit, or Exterior Parking Space;
  - (b) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
  - (c) Use any Unit owned by the Declarant as an office for the Declarant's use.
- (iii) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant) and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- (iv) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by the Section VIII (C) and the and the development of Common Areas and Facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section VIII (C). This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment and materials used or to be used in connection with said development

work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

- (v) Subject to limitations otherwise set forth herein, the Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit Owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.
- (vi) Ownership of each Building, together with the Units, Decks, Garages, Exterior Parking Spaces, Sunrooms and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.
- (vii) Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future Phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Buildings, Units, Decks, Garages, Exterior Parking Spaces and other appurtenances shall be unlimited.
- (viii) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section:
  - (a) Time Limit after which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire twenty-one (21) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
    - (I) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or
    - (II) The Declarant shall record with the Middlesex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add

additional Phases and Units to the Condominium.

- (b) Location of Future Improvements. Subject to the May 28, 2008 Town of Winchester Board of Appeals grant of special permit / site plan review, as may be amended by the Town of Winchester for the Condominium and applicable law, there are no limitations imposed on the location of future Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Section
- (c) Size of Phases. There are no minimum or maximum size limitations on the future Phase(s) to be added to the Condominium. A Phase may consist of any number of Buildings (or [portions thereof), Units, Decks, Garages and Exterior Parking Spaces and other appurtenances provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases or Sub-phases in numerical order, but may construct Buildings, Units, or Phases or Sub-phases and add Buildings, Units and Phases of Sub-phases to the Condominium in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases. A sub-phase shall be a portion of a Phase. For example, the Declarant may decide to construct and add to the Condominium by unilateral amendment to this Master Deed Sub-phase 2A, containing less than the number of units originally contemplated in Phase 2.
- (d) Units Which May Be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future Phases, however, the total number of Units in the Condominium shall not exceed the maximum number permitted by applicable law.
- (e) Types of Units Which May Be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future Buildings and Garages, and Units which are to be added to the Condominium as part of future Phases. Therefore, except as otherwise set forth in this Master Deed, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the

boundaries of future Unit(s) from those described herein.

- (f) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future Phase(s).
- (g) The Declarant may add future Phase(s) and the Building(s) and Unit(s) therein to the Condominium by unilaterally executing and recording with the Middlesex South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
  - (I) An amended Exhibit "B" describing the Building(s) being added to the Condominium;
  - (II) If the boundaries of the Unit(s) being added to the Condominium vary from those described herein, the definition of the Common Areas and Facilities contained herein shall be modified, as necessary, with respect to such Unit(s);
  - (III) An amended Exhibit "C" describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in this Master Deed, and setting forth the new percentage ownership interests of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A; and
  - (IV) Floor plan(s) for the new Units being added to the Condominium which floor plan(s) shall comply with the requirements of Chapter 183A;
- (h) It is expressly understood and agreed that all Unit Owners, and all persons claiming, by, through or under Unit Owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new Phases to the Condominium and all other amendments made pursuant to this Section) and the only signature which shall be required on any such amendment is that of the Declarant or its

successors or assigns. Any such amendment, which so executed by the Declarant or its successors or assigns and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit Owner understands and agrees that as additional Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit Owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the additional of a new Phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

- (i) Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section.
- (j) In the event that the signature of any Unit Owner, other than the Declarant, or

its successors and assigns, is required on any amendment to this Master Deed which adds a Building, Unit(s) and/or new Phase(s) to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner and each Unit Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose provided that the Declarant has first sought to obtain the signature from the Unit Owner. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

- (k) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.
- (l) All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future Phases will be consistent with the initial improvements in terms of quality of construction.
- (m) The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable, one (1) or more facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. The Declarant may turn such facilities over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Section, however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.
- (n) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all Phases, the Declarant and its successors-in-title and their nominees may use one (1) or more of the Units for sales

offices, marketing functions and models.

- (o) Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Phase(s), Units, Garages, Exterior Parking Spaces, Sunrooms or any other structures or facilities whatsoever beyond Phase I.
- (p) The Declarant further reserves the right and easement over the Land described above, common with the Graystone at Winchester Condominium Trust and the Owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of Land which the Declarant now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the Land described hereunder.

The Declarant further reserves the right and easement, in common with the Graystone at Winchester Condominium Trust and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Winchester including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns, to (a) further grant easements across the lands upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The Declarant further reserves the right to unilaterally grant to the Town of Winchester and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the development contemplated hereunder.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity including, but not limited to, the owner(s) of the abutting land.

IX. Condominium Unit Owners Association.

The name of the Trust which has been formed and through which the Unit Owners will manage and regulate the condominium hereby established is the Graystone at Winchester Condominium Trust under Declaration of Trust of even date to be recorded herewith. The address of the Trust is c/o Duffy Realty, LLC, Trustee, 411 Waverley Oaks Road, Suite 340, Waltham, Massachusetts 02452. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the Common Areas and Facilities as established by this Master Deed.

The names and address of the Trustees of said Trust and its term of office are as follows:

Duffy Realty, LLC, 411 Waverley Oaks Road, Suite 340, Waltham, Massachusetts 02452

Term: As set forth in the Declaration of Trust of the Graystone at Winchester Condominium Trust.

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

X. Name of Condominium.

The Condominium hereby established shall be known as "Graystone at Winchester Condominium."

XI. Encroachments.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Buildings; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Buildings stand.

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

Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in such Unit. Subject to the provisions of the Condominium By-Laws, Exhibit A to the Declaration of Trust, the Trustees of the Condominium shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the Buildings.

XIII. Wires Located Outside the Units.

Each Unit Owner shall have an easement in common with the Owners of other Units to use all wires (including, but not limited to those appurtenant to cable television, telephones and security systems) installed by the Declarant and located in the other Units, in portions of the Common Areas and Facilities, or in any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping serving his Unit. Each Unit Owner shall be subject to an easement in favor of the Owners of the other Units, and of the Trustees of the Condominium Trust, to use all wires (including, but not limited to, those appurtenant to cable television, telephones and security systems) serving other Units or the Common Areas and Facilities in such Unit.

XIV. All Units Subject to Master Deed, Unit Deed and By-Laws and Rules and Regulations of the Condominium Trust.

All present and future Owners, visitors, servants and occupants of Units shall be subject to and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations

of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit "A" hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit "A" hereto, and the Unit Deed, and the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such Owner, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereto.

XV. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

Notwithstanding any provisions in these documents, the Declarant for himself, and his successors and assigns reserve the right to transfer any and all right associated with the Declarant hereunder, sell, transfer or otherwise convey any of the rights associated with the same hereunder to a successor Declarant so long as said instrument is executed and duly recorded in the Registry of Deeds.

XVI. Invalidity.

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

XVII. 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.

XVIII. Captions.

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

XIX. Conflicts.

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

XX. Continuing Obligations of the Condominium Trust.

Reference is made to Winchester Board of Appeal Decision No. 3484 (REVISED), dated May 28, 2008, (Recorded at Book 51674, Page 274), Winchester Board of Appeal Decision No. 3564, dated August 31, 2010, (Recorded at Book 55311, Page 218), and a Memorandum of Agreement Among the Massachusetts Historical Commission, Duffy Realty, LLC and the Massachusetts Highway Department – District 4, dated October 10, 2008. (collectively, the “Approvals”). Reference is also made to the Order of Conditions DEP File No. 346-359, dated February 26, 2008, issued by the Winchester Conservation Commission (Recorded at Book 51674, Page 253), (the “Order of Conditions”), an Order of Resource Area Delineation, DEP File No. 346-335, dated April 24, 2006 (Recorded at Book 48014, Page 356), and an Order of Resource Area Delineation, WWB #335, dated May 30, 2006, both issued by the Winchester Conservation Commission (Recorded at Book 48014, Page 363), (collectively, the “Orders of Resource Area Delineation”). The Unit Owners shall be subject to and bound by the terms and conditions of the Approvals, Order of Conditions, and Orders of Resource Area Delineations. All unit owners acknowledge that the approvals contain obligations which shall become the responsibility of the unit owners. Notwithstanding the foregoing, Declarant shall be responsible at its sole cost and expense for compliance with the Order of Conditions and Orders of Resource Area Delineation until the time of transfer of control of the association to the Unit Owners.

XXI. Conservation Restriction

The Declarant reserves the right and easement to execute and record any and all documents necessary to comply with the Approvals or Order of Conditions set forth above. These parcels shall also be restricted as set forth in the Approvals and in the restrictions attached hereto and incorporated herewith. Every Unit Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant’s right and easement to take any action under this Section and any amendments required thereto. In the event that notwithstanding the provisions of this Section to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant or its successors and assigns, is required on any easement and/or any amendments thereto, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium to execute and deliver the easements and any such amendments by and on behalf of an in the name of each such Unit Owner; and each Unit Owner (whether his deed be from the Declarant as grantor or from any other party) hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall

be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

XXIII. Conversion of Affordable Unit to Market Rate.

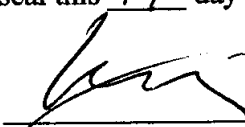
Notwithstanding anything contained hereunder, if any Unit, which is deemed to be affordable, at the Graystone at Winchester Condominium Trust loses such status, such that it returns to a Unit which may be sold at market cost, as evidenced by the issuance of a "Compliance Certificate" by the Municipality and the Department of Housing and Community Development as provided in the Deed Rider attached to and made a part of the Owner's deed for such Unit and/or such other documentation as provided to the Condominium Trust, the percentage interest of said Unit shall revert to a like percentage interest attributed to this Unit as compared to a similar market rate Unit at the Condominium Trust and/or a percentage interest otherwise designated by the Board of Trustees of the Condominium Trust. The remaining percentage interest at the Condominium Trust shall be recalculated in accordance with the same.

It is expressly understood and agreed that the Board of Trustees shall be authorized to file a percentage interest schedule which reflects the occurrence set forth above. It is further expressly understood and agreed that no such Amendment altering the schedule of percentage interest and made pursuant to this Section shall require the consent (except as in this Paragraph already granted) or signature in any manner by any Owner, any person claiming, by, through or under any Owner including the holder of any mortgage or other encumbrance with respect to any dwelling, any mortgagee or any other party whatsoever, and that the only signature which shall be required on any such document is that of the Board of Trustees. Any such document, once so executed by the Board of Trustees and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and in compliance with all prerequisites to the validity of such an Amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such Amendment is not valid. Each Owner understands and agrees that as the percentage interest is recalculated to the Condominium by an Amendment contemplated hereunder, that the percentage ownership interest of his Unit and the Common Areas and Facilities, together with his expenses of the Condominium Trust, shall be reduced, and the value of his Unit will represent a comparable portion of the estimated aggregate fair value of all Units then in the Condominium. Thereafter, the new percentage interest shall then be set forth in the aforesaid amended document, which will be filed in the Registry.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Board of Trustees' reserved rights under this paragraph and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when the percentage interests are adjusted according to this paragraph.

In the event that notwithstanding the provisions of this paragraph to the contrary, it shall every be determined that the signature of any Owner, is required on any Amendment to this Master Deed which reflects this altered percentage interest, then the Board of Trustees shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such Amendment by and on behalf of and in the name of each such Owner and each Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Board of Trustees as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever).

EXECUTED as an instrument under seal this 14<sup>th</sup> day of September, 2010.

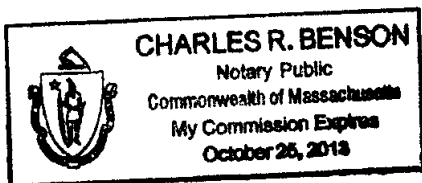
  
By: Kevin P. Duffy, Member  
Duffy Realty, LLC

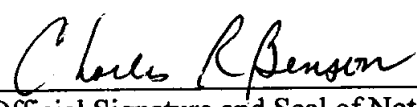
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

September 14, 2010

On this 14<sup>th</sup> day of September, 2010, before me, the undersigned notary public, personally appeared, Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was, driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a Member of Duffy Realty, LLC.



  
Official Signature and Seal of Notary  
My Commission Expires: October 25, 2013

## SCHEDULE "A" TO MASTER DEED

GRAYSTONE AT WINCHESTER CONDOMINIUM TRUST  
WINCHESTER, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

## DESCRIPTION OF LAND

The premises which constitute the Condominium consist of the following described land in Winchester, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

**Parcel 1:**

A certain parcel of land with the buildings thereon, situated on Cambridge Street, Winchester, and bounded:

WESTERLY: on said Cambridge Street, thirteen (13) rods;

SOUTHERLY: by land now or late of Joel F. Hanson;

EASTERLY and  
NORTHERLY: by other land of Little Bros., Inc.

**Parcel 2:**

Also one other lot of land situated on said Cambridge Street, and on Pond Street, in said Winchester, containing 9 ½ acres, and bounded and described as follows:

BEGINNING: at the Southwesterly corner of the premises on said Cambridge Street, at the land above described; thence the line runs

NORTHERLY: on and by said Cambridge Street to land now or late of Thaddeus Parker; thence

EASTERLY: by land of said Thaddeus Parker to a corner; thence

NORTHERLY: by land of said Thaddeus Parker to said Pond Street; thence

EASTERLY: on and by said Pond Street to land now or formerly of the heirs of

Benjamin Eaton; thence

SOUTHWESTERLY: by land now or formerly of the heirs of Benjamin Eaton and by land now or formerly of Joel F. Hanson to a corner; thence

WESTERLY: still by said last named land to the point of beginning.

Said premises are subject to a Utility and Drainage Easement to the Town of Winchester to be located at a later date. Said premises are further subject to and with the benefit of rights and easements of record insofar as now in force and applicable, and subject to municipal betterment assessments.

Also see Condominium Site Plan entitled "Graystone Circle in Winchester, Massachusetts, dated September 2, 2010, prepared for Duffy Realty, LLC, 411 Waverly Oaks Road, Suite 340, Waltham, Massachusetts 02452, by BSC GROUP, 15 Elkins Street, Boston, Massachusetts 02127", recorded simultaneously herewith.

Meaning and intending to describe the same premises conveyed by deed dated February 23, 2006 and recorded with the Middlesex South District Registry of Deeds in Book 47007, Page 280.

**SCHEDULE "B" TO MASTER DEED**

**GRAYSTONE AT WINCHESTER CONDOMINIUM TRUST  
WINCHESTER, MASSACHUSETTS**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS**

**PHASE I:** There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Units 5 and Unit 7 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

**SCHEDULE "C" TO MASTER DEED**

**GRAYSTONE AT WINCHESTER CONDOMINIUM TRUST  
WINCHESTER, MASSACHUSETTS**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

**PHASE I:**

Unit 5 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft and a finished basement. It is approximately 2,574 square feet.

Unit 7 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,498 square feet.

**SCHEDULE "C" TO MASTER DEED  
PERCENTAGES BASED ON INITIAL PHASE OF THE CONDOMINIUM**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|------------------------------------------------|---------------------------------------------------------------|
| 5                | Phase I          | C         | 2,574                                   | Front Door, Garage, and Deck                   | 50.75%                                                        |
| 7                | Phase I          | C-I       | 2,498                                   | Front Door, Garage, and Deck                   | 49.25%                                                        |
|                  |                  |           |                                         |                                                |                                                               |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

## SCHEDULE "D" TO MASTER DEED

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5/3016

**LOCAL INITIATIVE PROGRAM**  
**AFFORDABLE HOUSING DEED RIDER**

*For Projects in Which  
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from \_\_\_\_\_ ("Grantor") to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, 200\_. The Property is located in the City/Town of \_\_\_\_\_ (the "Municipality").

## RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the \_\_\_\_\_ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/Document No. \_\_\_\_\_ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among \_\_\_\_\_ (the "Developer"), [ ☐ ] Massachusetts Housing Finance Agency ("MassHousing"), [ ☐ ] the Massachusetts Department of Housing and Community Development ("DHCD") [ ☐ ] the Municipality; and [ ☐ ] \_\_\_\_\_, dated \_\_\_\_\_ and recorded/filed with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_/as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is \_\_\_\_\_.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning not more than eighty percent (80%) of Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_\_%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of \_\_\_\_\_ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

- (1) Director, Local Initiative Program  
DHCD  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including, without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Grantor:

Owner:

By \_\_\_\_\_

By \_\_\_\_\_

## COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

## COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

LIP deed rider

**SCHEDULE "E" TO MASTER DEED****LOCAL INITIATIVE PROGRAM – LOCAL ACTION UNIT/S**

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
OWNERSHIP PROJECT FOR LAU ONLY**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Winchester, Massachusetts ("the Municipality"), and Duffy Realty LLC, a Massachusetts limited liability company, having an address at 411 Waverley Oaks Road, Suite 340 Waltham MA 02452, and its successors and assigns ("Project Sponsor").

**WITNESSETH:**

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Graystone at Winchester at a \_\_\_\_ acre site on 223-225 Cambridge Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of \_\_\_\_ condominium units/detached dwellings (the "Units") and \_\_\_\_ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines"))) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has given and will give technical and other assistance to the Project];

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an

approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines") published by DHCD, and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- \_\_\_\_\_ of the Low and Moderate Income Units shall be one bedroom units;
- All Five (5) of the Low and Moderate Income Units shall be two bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be three bedroom units; and,
- \_\_\_\_\_ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- one bedroom units - 700 square feet
- two bedroom units - 900 square feet
- three bedroom units - 1200 square feet
- four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. The Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and

Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. [Intentionally left blank]

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not

so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded / filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

- (a) The Project Sponsor (i) is a Massachusetts Limited Liability Company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).

- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
 100 Cambridge St., Suite 300  
 Boston, MA 02114

Municipality: Brian P. O'Conner, Chairman  
 Board of Selectmen  
 71 Mt. Vernon Street  
 Winchester, Massachusetts 01890

Project Sponsor: Kevin Duffy  
 Duffy Properties, LLC  
 411 Waverley Oaks Road, Suite 340  
 Waltham MA 02452  
 Phone: (781) 647-5775  
 Fax: (781) 893-6623

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, or (b) the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company, or other institutional or governmental lender shall acquire the Project by foreclosure or by instrument in lieu of foreclosure, provided that the holder of the mortgage gives DHCD and the Municipality not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure. If this Agreement terminates because of a foreclosure or the acceptance of an instrument in lieu of foreclosure as set forth in clause (b) of this paragraph, the Municipality agrees that if at the time of such termination there is one or more Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions or there is one or more Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, the Municipality shall enter into a new Regulatory Agreement with DHCD with respect to such Low and Moderate Income Units which shall be satisfactory in form and substance to DHCD. The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Project Sponsor, (ii) any person with a direct or indirect financial interest in the Project Sponsor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Project is subsequently acquired by a Related Party during the term of this Agreement, this Agreement shall be revived and shall apply to the Project as though it had never lapsed.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale

Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement by providing written notice of such delegation to the Project Sponsor and the Municipality.

Executed as a sealed instrument as of the date first above written.

Project Sponsor

By: \_\_\_\_\_

its \_\_\_\_\_

Department of Housing and  
Community Development

By: \_\_\_\_\_

its Director

Municipality

By: \_\_\_\_\_

its \_\_\_\_\_

(Chief Executive Officer)

LSM/ra

Attachments: Exhibit A - Legal Property Description

Exhibit B - Prices & Location of Low & Moderate Income Units

Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

## COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
 Notary Public  
 Print Name:  
 My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
 Notary public  
 Print Name:  
 My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
 Notary Public  
 Print Name:  
 My Commission Expires:

**CONSENT TO REGULATORY AGREEMENT**

Re: Graystone at Winchester  
 (Project name)  
Winchester, Massachusetts  
 (City/Town)  
Duffy Realty LLC  
 (Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, hereby consents to the execution and recording of this Agreement and to the terms and conditions hereof.

\_\_\_\_\_  
 (name of lender)

By: \_\_\_\_\_  
 its \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
 Notary Public  
 Print Name:  
 My Commission Expires:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

SCHEDULE "F" TO THE MASTER DEED

MEMORANDUM OF AGREEMENT  
AMONG THE  
MASSACHUSETTS HISTORICAL COMMISSION  
DUFFY REALTY LLC  
AND THE MASSACHUSETTS HIGHWAY DEPARTMENT - DISTRICT 4

WHEREAS, the project proponent Duffy Realty LLC (the "proponent") proposes to relocate the Henry Grover House from its site at 223-225 Cambridge Street in Winchester to a new location on the approximately 10-acre property; demolish the rear ell of the house and replace it with a new wing; and renovate the Henry Grover House as residential condominiums; demolish the surviving outbuilding, a garage, on the property; and construct 19 new residential buildings on the former farmland of the property; and

WHEREAS, the Henry Grover House and its outbuildings are individually listed in the State and National Registers of Historic Places; and

WHEREAS, the project involves a state highway curb cut permit or access approval from the Massachusetts Highway Department ("MHD"); and

WHEREAS, the proponent has consulted with the Massachusetts Historical Commission ("MHC") pursuant to the provisions of 950 CMR 71.00, regulations implementing Massachusetts General Laws, Chapter 9, Sections 26-27C, as amended by Chapter 254 of the Acts of 1988; and

WHEREAS, the MHC has determined that the relocation and partial demolition of the Henry Grover House, as well as the demolition of the garage, will have an "adverse effect" on the Henry Grover House and its outbuildings pursuant to 950 CMR 71.05(c); and

WHEREAS, the proponent and MHC have consulted regarding feasible and prudent alternatives that might avoid the project's adverse effect on the historic properties pursuant to 950 CMR 71.05(c); and

WHEREAS, no feasible and prudent alternatives to the relocation and partial demolition of the Henry Grover House and the demolition of the garage exist that would avoid or minimize the adverse effect of the project; and

NOW THEREFORE, the MHC and the proponent agree that the proponent shall implement the project in accordance with the following stipulations to mitigate the effects of the project.

## STIPULATIONS

The proponent shall ensure that the following measures will be carried out in coordination with the MHC and shall provide proof of compliance with such measures to the MHC:

1. The main block of the Henry Grover House will be relocated to the northwest portion of the property, at a setback from Cambridge Street that is consistent with the house's existing setback from the street.
2. The new location of the Henry Grover House will be next to conserved open space at the northwest portion of the property, in order to achieve a setting that is as similar as possible to the house's existing setting and context as a farmhouse.
3. Stones from the existing stone wall at the front of the property will be salvaged and incorporated into the new stone walls that are planned for the vehicular entry into the new residential development. The new stone walls will be dry-laid, or mortared in such a way that the mortar shall be concealed and achieve a dry-laid appearance.
4. The vegetated buffer area north of the proposed relocation site will be maintained, as indicated in the project plans. If the existing buffer is disturbed during the construction of the project, the proponent shall consult with the Winchester Conservation Commission and re-establish the buffer with new trees.
5. The proponent will evaluate the feasibility of salvaging granite stones from the Henry Grover House's existing foundation, for incorporation into the stone walls mentioned in Stipulation #3, or for use elsewhere on the property.
6. The proponent will restore the exterior of the relocated Henry Grover House's main block with in-kind materials.

Execution of and acceptance of this Memorandum of Agreement shall constitute completion of the consultation process under 950 CMR 71.07 and allow MHD to proceed with final permitting of the project. The proponent's compliance with the stipulations in this Memorandum of Agreement to the satisfaction of the MHC shall constitute the proponent's full compliance with the requirements of M.G.L. c. 9, Sections 26-27C, as amended, and 950 CMR 71.00.

## MASSACHUSETTS HISTORICAL COMMISSION:

By: Brona Simon  
 Name/Title: Brona Simon, Executive Director  
 Date: 10/10/08

## DUFFY REALY LLC

By: Kent P. Duffy  
 Name/Title: Kent P. Duffy  
 Date: 10/12/08

MASSACHUSETTS HIGHWAY DEPARTMENT - DISTRICT 4

By: *John A. Jannotti*  
Name/Title: District Highway Director  
Date: 9/25/08

In Concurrence:

WINCHESTER PLANNING BOARD

By: *Laurel J. Jannotti*  
Name/Title: \_\_\_\_\_  
Date: 9/12/08

WINCHESTER HISTORICAL COMMISSION

By: *John D. Clemson*  
Name/Title: JOHN D. CLEMSON  
Date: 9-10-08



**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE II, UNITS 28, 30, & 32**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE II, UNITS 28, 30, & 32**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE II, UNITS 28, 30, & 32** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE II, UNITS 28, 30, & 32** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE II, UNITS 28, 30, & 32** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE II, UNITS 28, 30, & 32** shall be subject to and shall have the benefit of

Rogaris Law  
224 Crescent St.  
Waltham MA 02453

the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE II, UNITS 28, 30, & 32** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**II. DESCRIPTION OF BUILDINGS IN PHASE II, UNITS 28, 30, & 32:**

A description of the Building at **PHASE II, UNITS 28, 30, & 32** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE II, UNITS 28, 30, & 32** are shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE II, UNITS 28, 30, & 32:**

The designation of each Unit in **PHASE II, UNITS 28, 30, & 32** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE II, UNITS 28, 30, & 32** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by

reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VI. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE II, UNITS 28, 30, & 32**, as well as the previously created phases of the Condominium.

**VII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**VIII. ORGANIZATION OF UNIT OWNERS:**

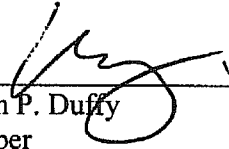
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**IX. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE II, UNITS 28, 30, & 32** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE II, UNITS 28, 30, & 32** and the Units and Common Areas and Facilities included in **PHASE II, UNITS 28, 30, & 32**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 2nd day of December, 2010.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

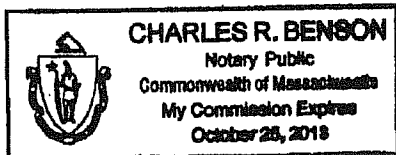
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

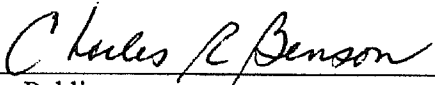
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

December 2, 2010

On this 2nd day of December, 2010, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE II, UNITS 28, 30, & 32:**

PHASE II: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Units 28, 30, and 32 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

#### **PHASE II:**

Unit 28 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft and a finished basement with an additional half bath. It is approximately 2,108 square feet.

Unit 30 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,679 square feet.

Unit 32 consists of 3 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional half bath. It is approximately 2,574 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|------------------------------------------------|---------------------------------------------------------------|
| 5                | Phase I          | C         | 2574                                    | Front Door, Garage, and Deck                   | 20.70%                                                        |
| 7                | Phase I          | C-1       | 2498                                    | Front Door, Garage, and Deck                   | 20.09%                                                        |
| 28               | Phase II         | B         | 2108                                    | Front Door, Garage, and Deck                   | 16.95%                                                        |
| 30               | Phase II         | C-mid     | 2679                                    | Front Door, Garage, and Deck                   | 21.55%                                                        |
| 32               | Phase II         | C         | 2574                                    | Front Door, Garage, and Deck                   | 20.70%                                                        |
|                  |                  |           |                                         |                                                |                                                               |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"**

**GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 5 (Phase I)             | 20.70%                                                                       |
| 7 (Phase I)             | 20.09%                                                                       |
| 28 (Phase II)           | 16.95%                                                                       |
| 30 (Phase II)           | 21.55%                                                                       |
| 32 (Phase II)           | 20.70%                                                                       |

# Middlesex South Registry of Deeds Electronically Recorded Document

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## Recording Information

|                                        |                     |
|----------------------------------------|---------------------|
| Document Number                        | : 29579             |
| Document Type                          | : AMEND             |
| Recorded Date                          | : February 09, 2011 |
| Recorded Time                          | : 10:50:33 AM       |
| Recorded Book and Page                 | : 56440 / 349       |
| Number of Pages(including cover sheet) | : 9                 |
| Receipt Number                         | : 1223752           |
| Recording Fee                          | : \$75.00           |

**Middlesex South Registry of Deeds  
Eugene C. Brune, Register  
208 Cambridge Street  
Cambridge, Massachusetts 02141  
617/679-6310**

**Perkins & Ancil, PC**  
**6 Lyberty Way, Suite 201**  
**Westford, MA 01886**

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE III, UNITS 34 & 36**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE III, UNITS 34 & 36**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE III, UNITS 34 & 36** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE III, UNITS 34 & 36** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE III, UNITS 34 & 36** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE III, UNITS 34 & 36** shall be subject to and shall have the benefit of the provisions of

said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE III, UNITS 34 & 36** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**II. DESCRIPTION OF BUILDINGS IN PHASE III, UNITS 34 & 36:**

A description of the Building at **PHASE III, UNITS 34 & 36** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE III, UNITS 34 & 36** are shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE III, UNITS 34 & 36:**

The designation of each Unit in **PHASE III, UNITS 34 & 36** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE III, UNITS 34 & 36** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common

Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VI. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to PHASE III, UNITS 34 & 36, as well as the previously created phases of the Condominium.

**VII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**VIII. ORGANIZATION OF UNIT OWNERS:**

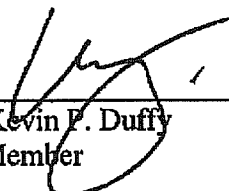
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**IX. MASTER DEED INCORPORATED BY REFERENCE:**

PHASE III, UNITS 34 & 36 and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the GRAYSTONE AT WINCHESTER CONDOMINIUM, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the GRAYSTONE AT WINCHESTER CONDOMINIUM shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the GRAYSTONE AT WINCHESTER CONDOMINIUM and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to PHASE III, UNITS 34 & 36 and the Units and Common Areas and Facilities included in PHASE III, UNITS 34 & 36, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 3rd day of February, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

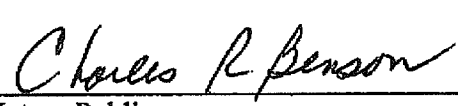
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

February 3, 2011

On this 3rd day of February, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.

  
Notary Public  
My Commission Expires: October 25, 2013

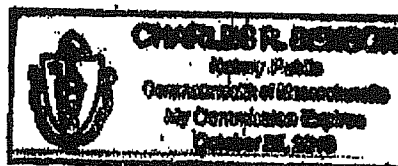


**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE III, UNITS 34 & 36:**

PHASE III: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Units 34 and 36 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

**EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

**PHASE III:**

Unit 34 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft and a partially finished basement. It is approximately 2,108 square feet.

Unit 36 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,574 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|------------------------------------------------|---------------------------------------------------------------|
| 5                | Phase I          | C         | 2574                                    | Front Door, Garage, and Deck                   | 15.04%                                                        |
| 7                | Phase I          | C-1       | 2498                                    | Front Door, Garage, and Deck                   | 14.59%                                                        |
| 28               | Phase II         | B         | 2108                                    | Front Door, Garage, and Deck                   | 12.32%                                                        |
| 30               | Phase II         | C-mid     | 2679                                    | Front Door, Garage, and Deck                   | 15.65%                                                        |
| 32               | Phase II         | C         | 2574                                    | Front Door, Garage, and Deck                   | 15.04%                                                        |
| 34               | Phase III        | B         | 2108                                    | Front Door, Garage, and Deck                   | 12.32%                                                        |
| 36               | Phase III        | C         | 2574                                    | Front Door, Garage, and Deck                   | 15.04%                                                        |
|                  |                  |           |                                         |                                                |                                                               |
|                  |                  |           |                                         |                                                |                                                               |
|                  |                  |           |                                         |                                                |                                                               |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 5 (Phase I)             | 15.04%                                                                       |
| 7 (Phase I)             | 14.59%                                                                       |
| 28 (Phase II)           | 12.32%                                                                       |
| 30 (Phase II)           | 15.65%                                                                       |
| 32 (Phase II)           | 15.04%                                                                       |
| 34 (Phase III)          | 12.32%                                                                       |
| 36 (Phase III)          | 15.04%                                                                       |



2011 00050492

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Page: 1 of 8 03/14/2011 10:49 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE IV, UNITS 6, 8, & 10**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE IV, UNITS 6, 8, & 10**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE IV, UNITS 6, 8, & 10** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE IV, UNITS 6, 8, & 10** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE IV, UNITS 6, 8, & 10** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE IV, UNITS 6, 8, & 10** shall be subject to and shall have the benefit of the provisions of

*Duffy Realty LLC  
6. Tyberty Way  
Ste 201  
Westford, MA 01886*

SEP 14 2011  
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said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE IV, UNITS 6, 8, & 10** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**II. DESCRIPTION OF BUILDINGS IN PHASE IV, UNITS 6, 8, & 10:**

A description of the Building at **PHASE IV, UNITS 6, 8, & 10** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE IV, UNITS 6, 8, & 10** are shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE IV, UNITS 6, 8, & 10:**

The designation of each Unit in **PHASE IV, UNITS 6, 8, & 10** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS.**

Simultaneously with the recording hereof, in Plan Book 2011, Plan 148, there has been recorded a set of the floor plans of the Building in **PHASE IV, UNITS 6, 8, & 10** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE IV, UNITS 6, 8, & 10** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers

and dimensions of the Units in **PHASE IV, UNITS 6, 8, & 10**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE IV, UNITS 6, 8, & 10** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE IV, UNITS 6, 8, & 10**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

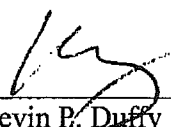
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE IV, UNITS 6, 8, & 10** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE IV, UNITS 6, 8, & 10** and the Units and Common Areas and Facilities included in **PHASE IV, UNITS 6, 8, & 10**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 9<sup>th</sup> day of March, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

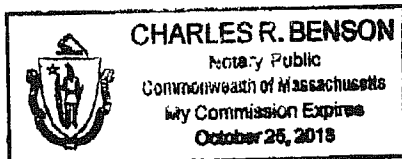
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

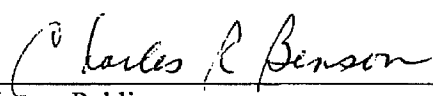
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

March 9, 2011

On this 9<sup>th</sup> day of March, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE IV, UNITS 6, 8, & 10:**

PHASE IV: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Units 6, 8, and 10 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

#### **PHASE IV:**

Unit 6 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,176 square feet.

Unit 8 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement. It is approximately 2,658 square feet.

Unit 10 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional three quarter bath. It is approximately 2,634 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 10.40%                                                        |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 8.79%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 10.17%                                                        |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 10.73%                                                        |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 10.64%                                                        |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 8.80%                                                         |
| 30               | Phase II         | C-mid     | 2639                                    | Front Door, Garage, and Deck                              | 10.66%                                                        |
| 32               | Phase II         | C         | 2646                                    | Front Door, Garage, and Deck                              | 10.69%                                                        |
| 34               | Phase III        | B         | 2176                                    | Front Door, Garage, and Deck                              | 8.79%                                                         |
| 36               | Phase III        | C         | 2559                                    | Front Door, Garage, and Deck                              | 10.33%                                                        |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"**

**GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 5 (Phase I)             | 10.40%                                                                       |
| 6 (Phase IV)            | 8.79%                                                                        |
| 7 (Phase I)             | 10.17%                                                                       |
| 8 (Phase IV)            | 10.73%                                                                       |
| 10 (Phase IV)           | 10.64%                                                                       |
| 28 (Phase II)           | 8.80%                                                                        |
| 30 (Phase II)           | 10.66%                                                                       |
| 32 (Phase II)           | 10.69%                                                                       |
| 34 (Phase III)          | 8.79%                                                                        |
| 36 (Phase III)          | 10.33%                                                                       |



2011 00057197

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Page: 1 of 9 03/25/2011 10:29 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE V, UNITS 2 & 4**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE V, UNITS 2 & 4**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE V, UNITS 2 & 4** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE V, UNITS 2 & 4** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE V, UNITS 2 & 4** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE V, UNITS 2 & 4** shall be subject to and shall have the benefit of the provisions of said Master Deed, and the

Perkins + Anct:1  
6 Liberty Way  
Westford MA 01886

SEE PLAN NO. 170 OF 2011

Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM.**

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE V, UNITS 2 & 4** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**II. DESCRIPTION OF BUILDINGS IN PHASE V, UNITS 2 & 4:**

A description of the Building at **PHASE V, UNITS 2 & 4** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE V, UNITS 2 & 4** are shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE V, UNITS 2 & 4:**

The designation of each Unit in **PHASE V, UNITS 2 & 4** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE V, UNITS 2 & 4** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE V, UNITS 2 & 4** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and

dimensions of the Units in **PHASE V, UNITS 2 & 4**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE V, UNITS 2 & 4** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE V, UNITS 2 & 4**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE V, UNITS 2 & 4** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE V, UNITS 2 & 4** and the Units and Common Areas and Facilities included in **PHASE V, UNITS 2 & 4**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 22<sup>nd</sup> day of March, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

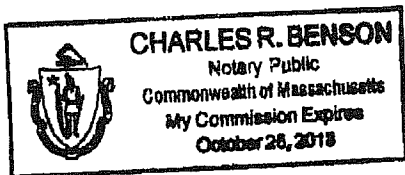
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

March 22, 2011

On this 22<sup>nd</sup> day of March, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



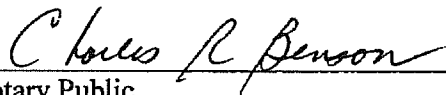
  
Notary Public  
My Commission Expires: October 25, 2013

**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE V, UNITS 2 & 4:**

PHASE V: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 2 and Unit 4 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

**EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

**PHASE V:**

Unit 2 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional half bath. It is approximately 2,547 square feet.

Unit 4 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,514 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 8.54%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 8.43%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 8.64%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 7.30%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 8.44%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 8.91%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 8.83%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 7.31%                                                         |
| 30               | Phase II         | C-mid     | 2639                                    | Front Door, Garage, and Deck                              | 8.85%                                                         |
| 32               | Phase II         | C         | 2646                                    | Front Door, Garage, and Deck                              | 8.87%                                                         |
| 34               | Phase III        | B         | 2176                                    | Front Door, Garage, and Deck                              | 7.30%                                                         |
| 36               | Phase III        | C         | 2559                                    | Front Door, Garage, and Deck                              | 8.58%                                                         |
|                  |                  |           |                                         |                                                           |                                                               |
|                  |                  |           |                                         |                                                           |                                                               |
|                  |                  |           |                                         |                                                           |                                                               |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES

ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 8.54%                                                                        |
| 4 (Phase V)             | 8.43%                                                                        |
| 5 (Phase I)             | 8.64%                                                                        |
| 6 (Phase IV)            | 7.30%                                                                        |
| 7 (Phase I)             | 8.44%                                                                        |
| 8 (Phase IV)            | 8.91%                                                                        |
| 10 (Phase IV)           | 8.83%                                                                        |
| 28 (Phase II)           | 7.31%                                                                        |
| 30 (Phase II)           | 8.85%                                                                        |
| 32 (Phase II)           | 8.87%                                                                        |
| 34 (Phase III)          | 7.30%                                                                        |
| 36 (Phase III)          | 8.58%                                                                        |



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Page: 1 of 9 04/06/2011 11:55 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE VI, UNITS 9 & 11**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE VI, UNITS 9 & 11**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE VI, UNITS 9 & 11** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE VI, UNITS 9 & 11** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE VI, UNITS 9 & 11** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE VI, UNITS 9 & 11** shall be subject to and shall have the benefit of the provisions of said Master

Perkins + Anctil, P.C.  
6 Liberty Way #201  
Westford, MA 01886

SEE PLAN NO. 197 OF 2011

Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE VI, UNITS 9 & 11** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**II. DESCRIPTION OF BUILDINGS IN PHASE VI, UNITS 9 & 11:**

A description of the Building at **PHASE VI, UNITS 9 & 11** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE VI, UNITS 9 & 11** are shown on the Plan recorded at Plan Book 2010, Plan 651. Said Plan was prepared by the BSC Group, 15 Elkins Street, Boston, Massachusetts 02127.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE VI, UNITS 9 & 11:**

The designation of each Unit in **PHASE VI, UNITS 9 & 11** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE VI, UNITS 9 & 11** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE VI, UNITS 9 & 11** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers

and dimensions of the Units in **PHASE VI, UNITS 9 & 11**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE VI, UNITS 9 & 11** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE VI, UNITS 9 & 11**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

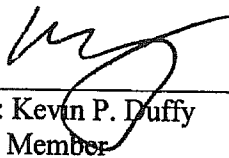
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE VI, UNITS 9 & 11** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE VI, UNITS 9 & 11** and the Units and Common Areas and Facilities included in **PHASE VI, UNITS 9 & 11**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 4<sup>th</sup> day of April, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

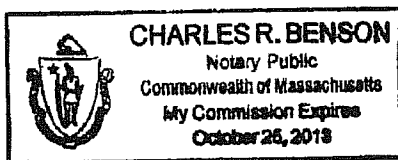
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

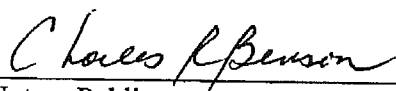
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 4, 2011

On this 4<sup>th</sup> day of April, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE VI, UNITS 9 & 11:**

PHASE VI: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 9 and Unit 11 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

#### **PHASE VI:**

Unit 9 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,637 square feet.

Unit 11 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,509 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 7.28%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 7.19%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 7.37%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 6.22%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 7.20%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 7.60%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 7.54%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 7.53%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 7.18%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 6.23%                                                         |
| 30               | Phase II         | C-mid     | 2639                                    | Front Door, Garage, and Deck                              | 7.55%                                                         |
| 32               | Phase II         | C         | 2646                                    | Front Door, Garage, and Deck                              | 7.57%                                                         |
| 34               | Phase III        | B         | 2176                                    | Front Door, Garage, and Deck                              | 6.22%                                                         |
| 36               | Phase III        | C         | 2559                                    | Front Door, Garage, and Deck                              | 7.32%                                                         |
|                  |                  |           |                                         |                                                           |                                                               |
|                  |                  |           |                                         |                                                           |                                                               |
|                  |                  |           |                                         |                                                           |                                                               |

**EXHIBIT "C"**

**GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 7.28%                                                                        |
| 4 (Phase V)             | 7.19%                                                                        |
| 5 (Phase I)             | 7.37%                                                                        |
| 6 (Phase IV)            | 6.22%                                                                        |
| 7 (Phase I)             | 7.20%                                                                        |
| 8 (Phase IV)            | 7.60%                                                                        |
| 9 (Phase VI)            | 7.54%                                                                        |
| 10 (Phase IV)           | 7.53%                                                                        |
| 11 (Phase VI)           | 7.18%                                                                        |
| 28 (Phase II)           | 6.23%                                                                        |
| 30 (Phase II)           | 7.55%                                                                        |
| 32 (Phase II)           | 7.57%                                                                        |
| 34 (Phase III)          | 6.22%                                                                        |
| 36 (Phase III)          | 7.32%                                                                        |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.



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Page: 1 of 9 05/11/2011 11:47 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE VII, UNITS 37 & 39**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE VII, UNITS 37 & 39**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE VII, UNITS 37 & 39** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE VII, UNITS 37 & 39** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE VII, UNITS 37 & 39** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE VII, UNITS 37 & 39** shall be subject to and shall have the benefit of the provisions of said Master

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Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE VII, UNITS 37 & 39** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded herewith in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_.

**II. DESCRIPTION OF BUILDINGS IN PHASE VII, UNITS 37 & 39:**

A description of the Building at **PHASE VII, UNITS 37 & 39** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE VII, UNITS 37 & 39** are shown on the site plan recorded herewith in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE VII, UNITS 37 & 39:**

The designation of each Unit in **PHASE VII, UNITS 37 & 39** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE VII, UNITS 37 & 39** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE VII, UNITS 37 & 39** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE VII, UNITS 37 & 39**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE VII, UNITS 37 & 39** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE VII, UNITS 37 & 39**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE VII, UNITS 37 & 39** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE VII, UNITS 37 & 39** and the Units and Common Areas and Facilities included in **PHASE VII, UNITS 37 & 39**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 4th day of May, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

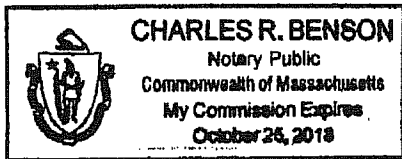
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

May 4, 2011

On this 4th day of May, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



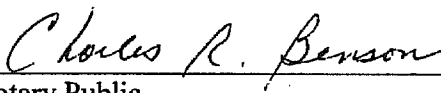
  
Notary Public  
My Commission Expires: October 25, 2013

**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE VII, UNITS 37 & 39:**

PHASE VII: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 37 and Unit 39 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

**EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

**PHASE VII:**

Unit 37 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement. It is approximately 2,518 square feet.

Unit 39 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement. It is approximately 2,566 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 6.36%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 6.28%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 6.43%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 5.43%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 6.29%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 6.64%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 6.58%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 6.57%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 6.26%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 5.44%                                                         |
| 30               | Phase II         | C-mid     | 2639                                    | Front Door, Garage, and Deck                              | 6.59%                                                         |
| 32               | Phase II         | C         | 2646                                    | Front Door, Garage, and Deck                              | 6.61%                                                         |
| 34               | Phase III        | B         | 2176                                    | Front Door, Garage, and Deck                              | 5.43%                                                         |
| 36               | Phase III        | C         | 2559                                    | Front Door, Garage, and Deck                              | 6.39%                                                         |
| 37               | Phase VII        | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 6.29%                                                         |

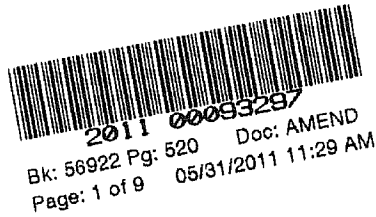
|    |           |   |      |                                    |       |
|----|-----------|---|------|------------------------------------|-------|
| 39 | Phase VII | C | 2566 | Front Door,<br>Garage, and<br>Deck | 6.41% |
|    |           |   |      |                                    |       |
|    |           |   |      |                                    |       |
|    |           |   |      |                                    |       |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 6.36%                                                                        |
| 4 (Phase V)             | 6.28%                                                                        |
| 5 (Phase I)             | 6.43%                                                                        |
| 6 (Phase IV)            | 5.43%                                                                        |
| 7 (Phase I)             | 6.29%                                                                        |
| 8 (Phase IV)            | 6.64%                                                                        |
| 9 (Phase VI)            | 6.58%                                                                        |
| 10 (Phase IV)           | 6.57%                                                                        |
| 11 (Phase VI)           | 6.26%                                                                        |
| 28 (Phase II)           | 5.44%                                                                        |
| 30 (Phase II)           | 6.59%                                                                        |
| 32 (Phase II)           | 6.61%                                                                        |
| 34 (Phase III)          | 5.43%                                                                        |
| 36 (Phase III)          | 6.39%                                                                        |
| 37 (Phase VII)          | 6.29%                                                                        |
| 39 (Phase VII)          | 6.41%                                                                        |



**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE VIII, UNITS 21, 23 & 25**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE VIII, UNITS 21, 23 & 25**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE VIII, UNITS 21, 23 & 25** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE VIII, UNITS 21, 23 & 25** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE VIII, UNITS 21, 23 & 25** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE VIII, UNITS 21, 23 & 25** shall be subject to and shall have the benefit

21 to 25 Graystone Circle, Winchester, MA - 01890

of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE VIII, UNITS 21, 23 & 25** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**II. DESCRIPTION OF BUILDINGS IN PHASE VIII, UNITS 21, 23 & 25:**

A description of the Building at **PHASE VIII, UNITS 21, 23 & 25** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE VIII, UNITS 21, 23 & 25** are shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE VIII, UNITS 21, 23 & 25:**

The designation of each Unit in **PHASE VIII, UNITS 21, 23 & 25** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2011, Plan 322, there has been recorded a set of the floor plans of the Building in **PHASE VIII, UNITS 21, 23 & 25** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE VIII, UNITS 21, 23 & 25** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE VIII, UNITS 21, 23 & 25**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE VIII, UNITS 21, 23 & 25** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE VIII, UNITS 21, 23 & 25**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

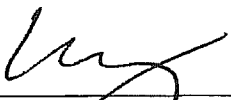
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE VIII, UNITS 21, 23 & 25** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE VIII, UNITS 21, 23 & 25** and the Units and Common Areas and Facilities included in **PHASE VIII, UNITS 21, 23 & 25**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 27<sup>th</sup> day of May, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

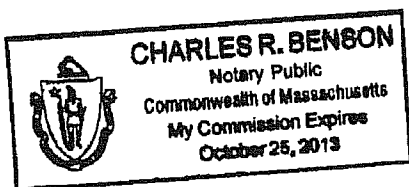
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

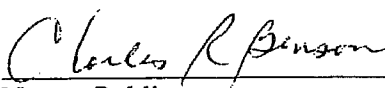
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

May 27, 2011

On this 27<sup>th</sup> day of May, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE VIII, UNITS 21, 23 & 25:**

PHASE VIII: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 21, Unit 23, and Unit 25 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE VIII:**

Unit 21 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,186 square feet.

Unit 23 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,685 square feet.

Unit 25 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional three quarter bath. It is approximately 2,583 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 5.35%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 5.24%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 5.54%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 5.28%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 4.81%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 5.55%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 5.11%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 6.56%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 4.90%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 1.06%                                                         |
| 23               | Phase VIII       | C-mid     | 2685                                    | Front Door, Garage, and Deck                              | 4.88%                                                         |
| 25               | Phase VIII       | C         | 2583                                    | Front Door, Garage, and Deck                              | 5.88%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 5.49%                                                         |
| 30               | Phase II         | C-mid     | 2639                                    | Front Door, Garage, and Deck                              | 5.23%                                                         |
| 32               | Phase II         | C         | 2646                                    | Front Door, Garage, and Deck                              | 6.48%                                                         |

|    |           |     |      |                                    |       |
|----|-----------|-----|------|------------------------------------|-------|
| 34 | Phase III | B   | 2176 | Front Door,<br>Garage, and<br>Deck | 5.46% |
| 36 | Phase III | C   | 2559 | Front Door,<br>Garage, and<br>Deck | 5.40% |
| 37 | Phase VII | C-1 | 2518 | Front Door,<br>Garage, and<br>Deck | 5.67% |
| 39 | Phase VII | C   | 2566 | Front Door,<br>Garage, and<br>Deck | 6.11% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

# EXHIBIT "C"

## GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST

| UNIT DESIGNATION | PROPORTIONATE INTEREST<br>OF UNIT IN COMMON AREAS<br>AND FACILITIES |
|------------------|---------------------------------------------------------------------|
| 2 (Phase V)      | 5.35%                                                               |
| 4 (Phase V)      | 5.24%                                                               |
| 5 (Phase I)      | 5.54%                                                               |
| 6 (Phase IV)     | 5.28%                                                               |
| 7 (Phase I)      | 4.81%                                                               |
| 8 (Phase IV)     | 5.55%                                                               |
| 9 (Phase VI)     | 5.11%                                                               |
| 10 (Phase IV)    | 6.56%                                                               |
| 11 (Phase VI)    | 4.90%                                                               |
| 21 (Phase VIII)  | 1.06%                                                               |
| 23 (Phase VIII)  | 4.88%                                                               |
| 25 (Phase VIII)  | 5.88%                                                               |
| 28 (Phase II)    | 5.49%                                                               |
| 30 (Phase II)    | 5.23%                                                               |
| 32 (Phase II)    | 6.48%                                                               |
| 34 (Phase III)   | 5.46%                                                               |
| 36 (Phase III)   | 5.40%                                                               |
| 37 (Phase VII)   | 5.67%                                                               |
| 39 (Phase VII)   | 6.11%                                                               |



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**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE IX, UNITS 12 & 14**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE IX, UNITS 12 & 14**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE IX, UNITS 12 & 14** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE IX, UNITS 12 & 14** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE IX, UNITS 12 & 14** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE IX, UNITS 12 & 14** shall be subject to and shall have the benefit of the provisions of said Master

Plan # 500 of 2011

Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE IX, UNITS 12 & 14** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**II. DESCRIPTION OF BUILDINGS IN PHASE IX, UNITS 12 & 14:**

A description of the Building at **PHASE IX, UNITS 12 & 14** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE IX, UNITS 12 & 14** are shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE IX, UNITS 12 & 14:**

The designation of each Unit in **PHASE IX, UNITS 12 & 14** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE IX, UNITS 12 & 14** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE IX, UNITS 12 & 14** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE IX, UNITS 12 & 14**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE IX, UNITS 12 & 14** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE IX, UNITS 12 & 14**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

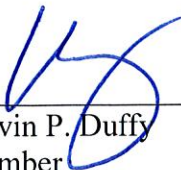
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE IX, UNITS 12 & 14** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE IX, UNITS 12 & 14** and the Units and Common Areas and Facilities included in **PHASE IX, UNITS 12 & 14**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 27<sup>th</sup> day of July, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

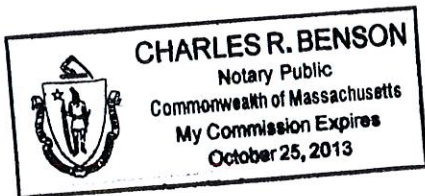
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

July 27, 2011

On this 27<sup>th</sup> day of July, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE IX, UNITS 12 & 14:**

PHASE IX: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 12 and Unit 14 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE IX:**

Unit 12 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional half bath. It is approximately 2,698 square feet.

Unit 14 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,640 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 4.78%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 4.68%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 4.95%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 4.72%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 4.29%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 4.95%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 4.56%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 5.85%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 4.38%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 5.59%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 5.11%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.95%                                                         |
| 23               | Phase VIII       | C-mid     | 2685                                    | Front Door, Garage, and Deck                              | 4.35%                                                         |
| 25               | Phase VIII       | C         | 2583                                    | Front Door, Garage, and Deck                              | 5.25%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 4.91%                                                         |

|    |           |       |      |                                    |       |
|----|-----------|-------|------|------------------------------------|-------|
| 30 | Phase II  | C-mid | 2639 | Front Door,<br>Garage, and<br>Deck | 4.67% |
| 32 | Phase II  | C     | 2646 | Front Door,<br>Garage, and<br>Deck | 5.79% |
| 34 | Phase III | B     | 2176 | Front Door,<br>Garage, and<br>Deck | 4.88% |
| 36 | Phase III | C     | 2559 | Front Door,<br>Garage, and<br>Deck | 4.82% |
| 37 | Phase VII | C-1   | 2518 | Front Door,<br>Garage, and<br>Deck | 5.07% |
| 39 | Phase VII | C     | 2566 | Front Door,<br>Garage, and<br>Deck | 5.46% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

## EXHIBIT "C"

### GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST

| UNIT DESIGNATION | PROPORTIONATE INTEREST<br>OF UNIT IN COMMON AREAS<br>AND FACILITIES |
|------------------|---------------------------------------------------------------------|
| 2 (Phase V)      | 4.78%                                                               |
| 4 (Phase V)      | 4.68%                                                               |
| 5 (Phase I)      | 4.95%                                                               |
| 6 (Phase IV)     | 4.72%                                                               |
| 7 (Phase I)      | 4.29%                                                               |
| 8 (Phase IV)     | 4.95%                                                               |
| 9 (Phase VI)     | 4.56%                                                               |
| 10 (Phase IV)    | 5.85%                                                               |
| 12 (Phase IX)    | 4.38%                                                               |
| 14 (Phase IX)    | 5.59%                                                               |
| 11 (Phase VI)    | 5.11%                                                               |
| 21 (Phase VIII)  | 0.95%                                                               |
| 23 (Phase VIII)  | 4.35%                                                               |
| 25 (Phase VIII)  | 5.25%                                                               |
| 28 (Phase II)    | 4.91%                                                               |
| 30 (Phase II)    | 4.67%                                                               |
| 32 (Phase II)    | 5.79%                                                               |
| 34 (Phase III)   | 4.88%                                                               |
| 36 (Phase III)   | 4.82%                                                               |
| 37 (Phase VII)   | 5.07%                                                               |
| 39 (Phase VII)   | 5.46%                                                               |



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**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**CONFIRMATORY AMENDMENT TO MASTER DEED**  
**TO ADD PHASE IX, UNITS 12 & 14**

This Confirmatory Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, hereby amends the Amendment to the Master Deed dated July 29, 2011, and recorded with said Deeds in Book 57217, Page 258, which Amendment, through inadvertence and error included an incorrect Exhibit "C". The Exhibit "C" attached to this Confirmatory Amendment hereby corrects the Exhibit "C" in said Amendment as previously recorded.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE IX, UNITS 12 & 14**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE IX, UNITS 12 & 14** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add

*Pekins + Antil  
6 Chub Dr  
Westford 0800*

**PHASE IX, UNITS 12 & 14** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE IX, UNITS 12 & 14** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE IX, UNITS 12 & 14** shall be subject to and shall have the benefit of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE IX, UNITS 12 & 14** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**II. DESCRIPTION OF BUILDINGS IN PHASE IX, UNITS 12 & 14:**

A description of the Building at **PHASE IX, UNITS 12 & 14** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE IX, UNITS 12 & 14** are shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE IX, UNITS 12 & 14:**

The designation of each Unit in **PHASE IX, UNITS 12 & 14** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2011, Plan 500, there has been recorded a set of the floor plans of the Building in **PHASE IX, UNITS 12 & 14** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE IX, UNITS 12 & 14** stating the

designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE IX, UNITS 12 & 14**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE IX, UNITS 12 & 14** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE IX, UNITS 12 & 14**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

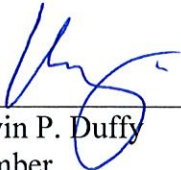
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE IX, UNITS 12 & 14** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE IX, UNITS 12 & 14** and the Units and Common Areas and Facilities included in **PHASE IX, UNITS 12 & 14**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 9<sup>th</sup> day of August, 2011.

DUFFY REALTY, LLC

  
By: Kevin P. Duffy  
Its: Member

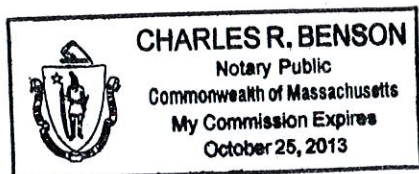
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

August 9, 2011

On this 9<sup>th</sup> day of August, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE IX, UNITS 12 & 14:**

PHASE IX: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 12 and Unit 14 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE IX:**

Unit 12 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional half bath. It is approximately 2,698 square feet.

Unit 14 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,640 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 4.78%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 4.68%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 4.95%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 4.72%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 4.29%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 4.95%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 4.56%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 5.85%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 4.38%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 5.59%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 5.11%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.95%                                                         |
| 23               | Phase VIII       | C-mid     | 2685                                    | Front Door, Garage, and Deck                              | 4.35%                                                         |
| 25               | Phase VIII       | C         | 2583                                    | Front Door, Garage, and Deck                              | 5.25%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 4.91%                                                         |

|    |           |       |      |                                    |       |
|----|-----------|-------|------|------------------------------------|-------|
| 30 | Phase II  | C-mid | 2639 | Front Door,<br>Garage, and<br>Deck | 4.67% |
| 32 | Phase II  | C     | 2646 | Front Door,<br>Garage, and<br>Deck | 5.79% |
| 34 | Phase III | B     | 2176 | Front Door,<br>Garage, and<br>Deck | 4.88% |
| 36 | Phase III | C     | 2559 | Front Door,<br>Garage, and<br>Deck | 4.82% |
| 37 | Phase VII | C-1   | 2518 | Front Door,<br>Garage, and<br>Deck | 5.07% |
| 39 | Phase VII | C     | 2566 | Front Door,<br>Garage, and<br>Deck | 5.46% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 4.78%                                                                        |
| 4 (Phase V)             | 4.68%                                                                        |
| 5 (Phase I)             | 4.95%                                                                        |
| 6 (Phase IV)            | 4.72%                                                                        |
| 7 (Phase I)             | 4.29%                                                                        |
| 8 (Phase IV)            | 4.95%                                                                        |
| 9 (Phase VI)            | 4.56%                                                                        |
| 10 (Phase IV)           | 5.85%                                                                        |
| 11 (Phase VI)           | 4.38%                                                                        |
| 12 (Phase IX)           | 5.59%                                                                        |
| 14 (Phase IX)           | 5.11%                                                                        |
| 21 (Phase VIII)         | 0.95%                                                                        |
| 23 (Phase VIII)         | 4.35%                                                                        |
| 25 (Phase VIII)         | 5.25%                                                                        |
| 28 (Phase II)           | 4.91%                                                                        |
| 30 (Phase II)           | 4.67%                                                                        |
| 32 (Phase II)           | 5.79%                                                                        |
| 34 (Phase III)          | 4.88%                                                                        |
| 36 (Phase III)          | 4.82%                                                                        |
| 37 (Phase VII)          | 5.07%                                                                        |
| 39 (Phase VII)          | 5.46%                                                                        |

## Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/1/2011 9:13:09 AM

| Doc#                                                  | Document Type | Town | Book/Page | File Date  | Consideration |
|-------------------------------------------------------|---------------|------|-----------|------------|---------------|
| 189973                                                | AMENDMENT     |      | 57736/365 | 10/28/2011 |               |
| Property-Street Address and/or Description            |               |      |           |            |               |
| Grantors                                              |               |      |           |            |               |
| DUFFY REALTY LLC, GRAYSTONE AT WINCHESTER CONDOMINIUM |               |      |           |            |               |
| Grantees                                              |               |      |           |            |               |
| References-Book/Pg Description Recorded Year          |               |      |           |            |               |
| 55372/316 MD 2010                                     |               |      |           |            |               |
| Registered Land Certificate(s)-Cert# Book/Pg          |               |      |           |            |               |
|                                                       |               |      |           |            |               |



2011 00189973

Bk: 57736 Pg: 365 Doc: AMEND

Page: 1 of 9 10/28/2011 11:07 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE X, UNITS 38, 40 & 42**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty, LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE X, UNITS 38, 40 & 42**.

**NOW THEREFORE**, Duffy Realty, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE X, UNITS 38, 40 & 42** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE X, UNITS 38, 40 & 42** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE X, UNITS 38, 40 & 42** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE X, UNITS 38, 40 & 42** shall be subject to and shall have the benefit of

SEE PLAN NO. 725 OF 2011

the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE X, UNITS 38, 40 & 42** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**II. DESCRIPTION OF BUILDINGS IN PHASE X, UNITS 38, 40 & 42:**

A description of the Building at **PHASE X, UNITS 38, 40 & 42** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE X, UNITS 38, 40 & 42** are shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE X, UNITS 38, 40 & 42:**

The designation of each Unit in **PHASE X, UNITS 38, 40 & 42** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE X, UNITS 38, 40 & 42** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE X, UNITS 38, 40 & 42** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE X, UNITS 38, 40 & 42**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE X, UNITS 38, 40 & 42** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE X, UNITS 38, 40 & 42**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

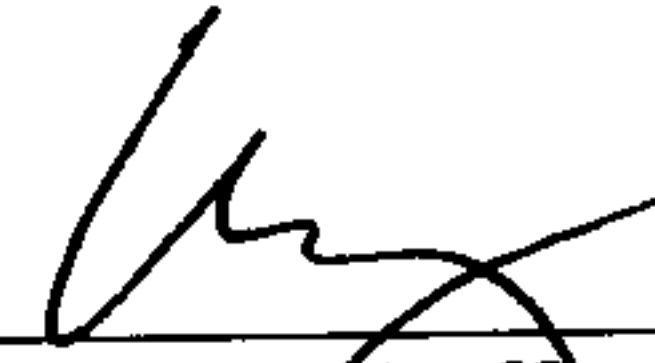
The Condominium will be managed and regulated by Duffy Realty, LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE X, UNITS 38, 40 & 42** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE X, UNITS 38, 40 & 42** and the Units and Common Areas and Facilities included in **PHASE X, UNITS 38, 40 & 42**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 25<sup>th</sup> day of October, 2011.

DUFFY REALTY, LLC

  
 By: Kevin P. Duffy  
 Its: Member

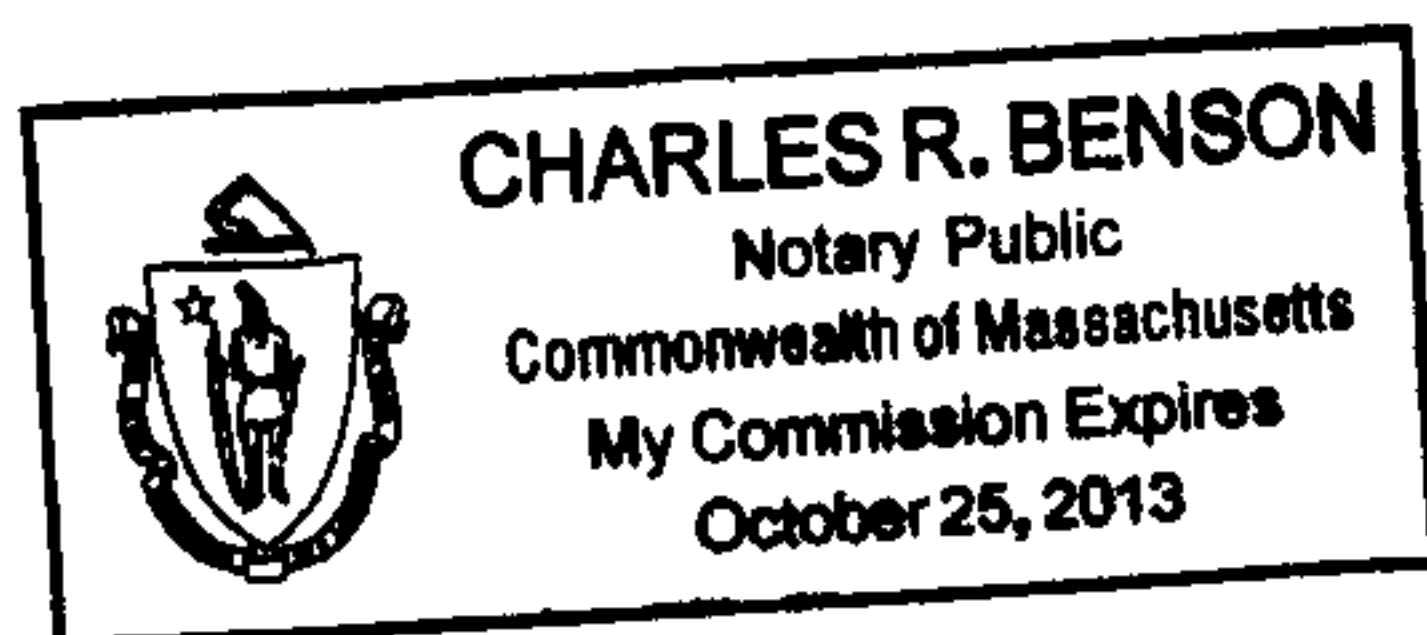
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 55388, Page 350.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

October 25, 2011

On this 25<sup>th</sup> day of October, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty, LLC, Declarant of the Graystone at Winchester Condominium Association.



  
 Notary Public  
 My Commission Expires: October 25, 2013

**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE PHASE X, UNITS 38, 40 & 42:**

PHASE X: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 38, Unit 40, and Unit 42 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE X:**

Unit 38 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional full bath. It is approximately 2,640 square feet.

Unit 40 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,680 square feet.

Unit 42 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,601 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 4.16%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 4.07%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 4.31%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 4.11%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 3.74%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 4.31%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 3.97%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 5.10%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 3.81%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 4.87%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 4.45%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.82%                                                         |
| 23               | Phase VIII       | C-mid     | 2685                                    | Front Door, Garage, and Deck                              | 3.79%                                                         |
| 25               | Phase VIII       | C         | 2583                                    | Front Door, Garage, and Deck                              | 4.57%                                                         |
| 28               | Phase II         | B         | 2179                                    | Front Door, Garage, and Deck                              | 4.27%                                                         |

|    |           |       |      |                                    |       |
|----|-----------|-------|------|------------------------------------|-------|
| 30 | Phase II  | C-mid | 2639 | Front Door,<br>Garage, and<br>Deck | 4.06% |
| 32 | Phase II  | C     | 2646 | Front Door,<br>Garage, and<br>Deck | 5.04% |
| 34 | Phase III | B     | 2176 | Front Door,<br>Garage, and<br>Deck | 4.24% |
| 36 | Phase III | C     | 2559 | Front Door,<br>Garage, and<br>Deck | 4.20% |
| 37 | Phase VII | C-1   | 2518 | Front Door,<br>Garage, and<br>Deck | 4.41% |
| 38 | Phase X   | C     | 2640 | Front Door,<br>Garage, and<br>Deck | 4.75% |
| 39 | Phase VII | C     | 2566 | Front Door,<br>Garage, and<br>Deck | 4.75% |
| 40 | Phase X   | C-mid | 2680 | Front Door,<br>Garage, and<br>Deck | 4.05% |
| 42 | Phase X   | C     | 2601 | Front Door,<br>Garage, and<br>Deck | 4.15% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 4.16%                                                                        |
| 4 (Phase V)             | 4.07%                                                                        |
| 5 (Phase I)             | 4.31%                                                                        |
| 6 (Phase IV)            | 4.11%                                                                        |
| 7 (Phase I)             | 3.74%                                                                        |
| 8 (Phase IV)            | 4.31%                                                                        |
| 9 (Phase VI)            | 3.97%                                                                        |
| 10 (Phase IV)           | 5.10%                                                                        |
| 11 (Phase VI)           | 3.81%                                                                        |
| 12 (Phase IX)           | 4.87%                                                                        |
| 14 (Phase IX)           | 4.45%                                                                        |
| 21 (Phase VIII)         | 0.82%                                                                        |
| 23 (Phase VIII)         | 3.79%                                                                        |
| 25 (Phase VIII)         | 4.57%                                                                        |
| 28 (Phase II)           | 4.27%                                                                        |
| 30 (Phase II)           | 4.06%                                                                        |
| 32 (Phase II)           | 5.04%                                                                        |
| 34 (Phase III)          | 4.24%                                                                        |
| 36 (Phase III)          | 4.20%                                                                        |
| 37 (Phase VII)          | 4.41%                                                                        |
| 38 (Phase X)            | 4.75%                                                                        |
| 39 (Phase VII)          | 4.75%                                                                        |
| 40 (Phase X)            | 4.05%                                                                        |
| 42 (Phase X)            | 4.15%                                                                        |

## Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 12/6/2011 2:59:53 PM

| Doc#                                                  | Document Type | Town | Book/Page | File Date  | Consideration |
|-------------------------------------------------------|---------------|------|-----------|------------|---------------|
| 210507                                                | AMENDMENT     |      | 57933/77  | 11/23/2011 |               |
| <b>Property-Street Address and/or Description</b>     |               |      |           |            |               |
| <b>Grantors</b>                                       |               |      |           |            |               |
| DUFFY REALTY LLC, GRAYSTONE AT WINCHESTER CONDOMINIUM |               |      |           |            |               |
| <b>Grantees</b>                                       |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b>   |               |      |           |            |               |
| 55372/316 MD 2010                                     |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b>   |               |      |           |            |               |
|                                                       |               |      |           |            |               |

APD

Perkins & Anchl  
Liberty Way Ste 201  
Woburn MA 01886



2011 00210507

Bk: 57933 Pg: 77 Doc: AMEND  
Page: 1 of 10 11/23/2011 11:32 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XI, UNITS 22, 24 & 26**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XI, UNITS 22, 24 & 26**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XI, UNITS 22, 24 & 26** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XI, UNITS 22, 24 & 26** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XI, UNITS 22, 24 & 26** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XI, UNITS 22, 24 & 26** shall be subject to and shall have the benefit of

Graystone At Winchester

the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XI, UNITS 22, 24 & 26** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**II. DESCRIPTION OF BUILDINGS IN PHASE XI, UNITS 22, 24 & 26:**

A description of the Building at **PHASE XI, UNITS 22, 24 & 26** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XI, UNITS 22, 24 & 26** are shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XI, UNITS 22, 24 & 26:**

The designation of each Unit in **PHASE XI, UNITS 22, 24 & 26** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2011, Plan 785, there has been recorded a set of the floor plans of the Building in **PHASE XI, UNITS 22, 24 & 26** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XI, UNITS 22, 24 & 26** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE XI, UNITS 22, 24 & 26**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XI, UNITS 22, 24 & 26** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XI, UNITS 22, 24 & 26**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

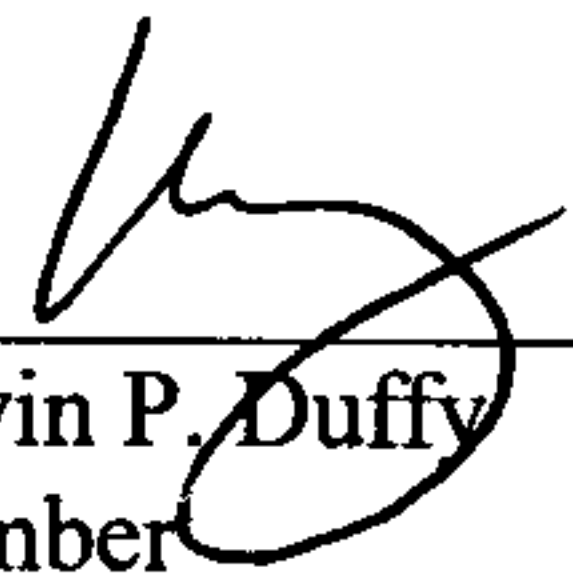
The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XI, UNITS 22, 24 & 26** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XI, UNITS 22, 24 & 26** and the Units and Common Areas and Facilities included in **PHASE XI, UNITS 22, 24 & 26**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 21<sup>st</sup> day of November, 2011.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

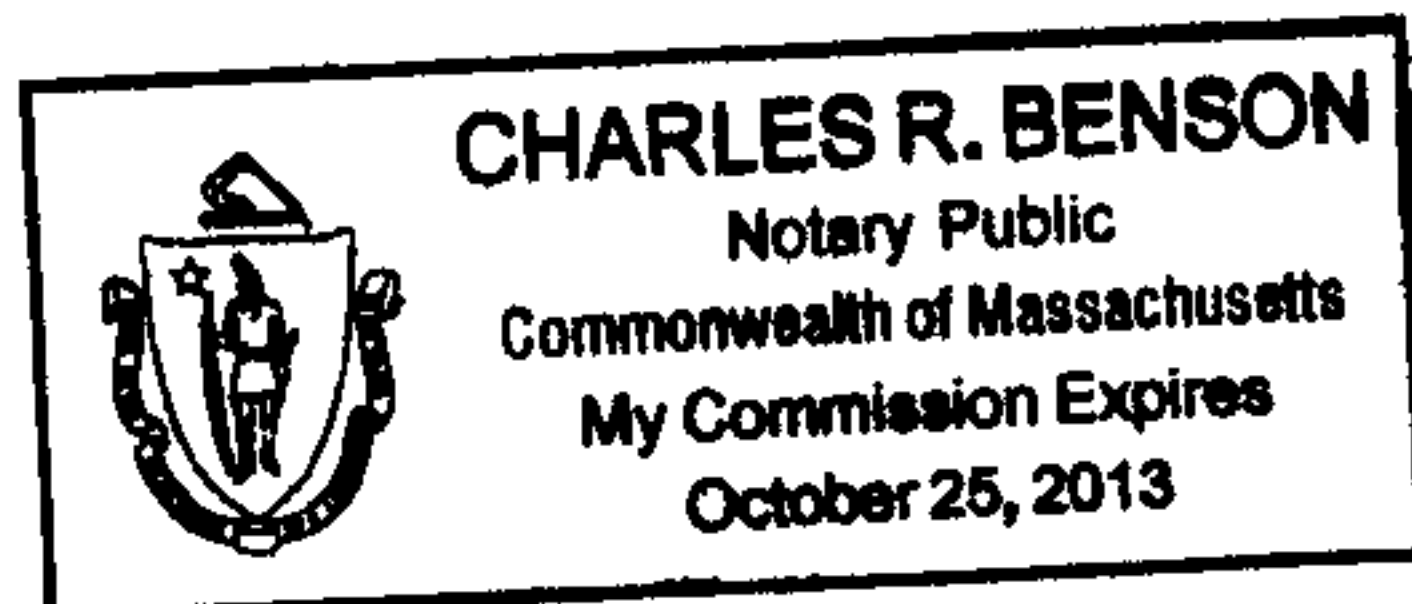
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

November 21, 2011

On this 21<sup>st</sup> day of November, 2011, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public

My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE XI, UNITS 22, 24 & 26:**

PHASE XI: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 22, Unit 24, and Unit 26 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XI:**

Unit 22 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,183 square feet.

Unit 24 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional half bath. It is approximately 2,295 square feet.

Unit 26 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,368 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 3.70%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 3.63%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 3.83%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 3.66%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 3.33%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 3.84%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 3.54%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 4.54%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 3.39%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 4.34%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 3.96%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.73%                                                         |
| 22               | Phase XI         | B         | 2,183                                   | Front Door, Garage, and Deck                              | 3.73%                                                         |
| 23               | Phase VIII       | C-mid     | 2685                                    | Front Door, Garage, and Deck                              | 3.38%                                                         |
|                  |                  |           |                                         |                                                           |                                                               |

|    |            |       |       |                                    |       |
|----|------------|-------|-------|------------------------------------|-------|
| 24 | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 3.57% |
| 25 | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 4.07% |
| 26 | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 3.65% |
| 28 | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 3.80% |
| 30 | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 3.62% |
| 32 | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 4.48% |
| 34 | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 3.78% |
| 36 | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 3.74% |
| 37 | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 3.93% |
| 38 | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck | 4.23% |
| 39 | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck | 4.23% |
| 40 | Phase X    | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck | 3.61% |
| 42 | Phase X    | C     | 2601  | Front Door,<br>Garage, and<br>Deck | 3.70% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

## EXHIBIT "C"

### GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST

| UNIT DESIGNATION | PROPORTIONATE INTEREST<br>OF UNIT IN COMMON AREAS<br>AND FACILITIES |
|------------------|---------------------------------------------------------------------|
| 2 (Phase V)      | 3.70%                                                               |
| 4 (Phase V)      | 3.63%                                                               |
| 5 (Phase I)      | 3.83%                                                               |
| 6 (Phase IV)     | 3.66%                                                               |
| 7 (Phase I)      | 3.33%                                                               |
| 8 (Phase IV)     | 3.84%                                                               |
| 9 (Phase VI)     | 3.54%                                                               |
| 10 (Phase IV)    | 4.54%                                                               |
| 11 (Phase VI)    | 3.39%                                                               |
| 12 (Phase IX)    | 4.34%                                                               |
| 14 (Phase IX)    | 3.96%                                                               |
| 21 (Phase VIII)  | 0.73%                                                               |
| 22 (Phase XI)    | 3.73%                                                               |
| 23 (Phase VIII)  | 3.38%                                                               |
| 24 (Phase XI)    | 3.57%                                                               |
| 25 (Phase VIII)  | 4.07%                                                               |
| 26 (Phase XI)    | 3.65%                                                               |
| 28 (Phase II)    | 3.80%                                                               |
| 30 (Phase II)    | 3.62%                                                               |
| 32 (Phase II)    | 4.48%                                                               |
| 34 (Phase III)   | 3.78%                                                               |
| 36 (Phase III)   | 3.74%                                                               |
| 37 (Phase VII)   | 3.93%                                                               |
| 38 (Phase X)     | 4.23%                                                               |
| 39 (Phase VII)   | 4.23%                                                               |
| 40 (Phase X)     | 3.61%                                                               |
| 42 (Phase X)     | 3.70%                                                               |

Perkins & Anchl  
6 Liberty Way Ste 101  
Westford MA 01886



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**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XII, UNITS 16, 18 & 20**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XII, UNITS 16, 18 & 20**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XII, UNITS 16, 18 & 20** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XII, UNITS 16, 18 & 20** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XII, UNITS 16, 18 & 20** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XII, UNITS 16, 18 & 20** shall be subject to and shall have the benefit

of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XII, UNITS 16, 18 & 20** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**II. DESCRIPTION OF BUILDINGS IN PHASE XII, UNITS 16, 18 & 20:**

A description of the Building at **PHASE XII, UNITS 16, 18 & 20** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XII, UNITS 16, 18 & 20** are shown on the site plan recorded with said Deeds in Plan Book 2011, Plan 273.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XII, UNITS 16, 18 & 20:**

The designation of each Unit in **PHASE XII, UNITS 16, 18 & 20** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book <sup>No</sup> 88 <sup>of</sup> 2012, there has been recorded a set of the floor plans of the Building in **PHASE XII, UNITS 16, 18 & 20** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XII, UNITS 16, 18 & 20** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE XII, UNITS 16, 18 & 20**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XII, UNITS 16, 18 & 20** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XII, UNITS 16, 18 & 20**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

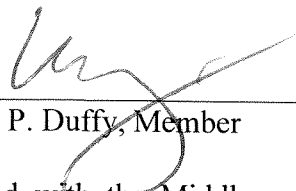
The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XII, UNITS 16, 18 & 20** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XII, UNITS 16, 18 & 20** and the Units and Common Areas and Facilities included in **PHASE XII, UNITS 16, 18 & 20**, as well as all previously created phases as if they had been completely set forth herein.

EXECUTED as an instrument under seal this 14<sup>th</sup> day of February, 2012.

DUFFY REALTY LLC

By: 

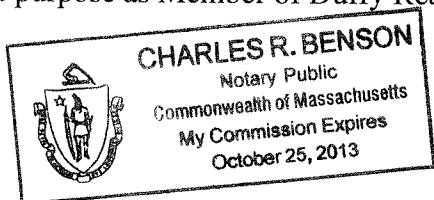
Kevin P. Duffy, Member

For signing authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded in Book 57792, Page 297.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss:

On this 14<sup>th</sup> day of February, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Member of Duffy Realty LLC, a Massachusetts limited liability company.



Charles R. Benson

Official signature and seal of notary

My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE XII, UNITS 16, 18 & 20:**

PHASE XII: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 16, Unit 18, and Unit 20 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XII:**

Unit 16 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional three quarter bath. It is approximately 2,185 square feet.

Unit 18 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,675 square feet.

Unit 20 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional three quarter bath. It is approximately 2,185 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 3.41%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 3.37%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 3.45%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 2.91%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 3.37%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 3.56%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 3.53%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 3.53%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 3.36%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 3.61%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 3.54%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 2.93%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 3.58%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 2.93%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 2.93%                                                         |

|    |            |       |       |                                    |       |
|----|------------|-------|-------|------------------------------------|-------|
| 22 | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.92% |
| 23 | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 3.60% |
| 24 | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 3.07% |
| 25 | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 3.46% |
| 26 | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 3.17% |
| 28 | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 2.92% |
| 30 | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 3.53% |
| 32 | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 3.54% |
| 34 | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 2.91% |
| 36 | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 3.43% |
| 37 | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 3.37% |
| 38 | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck | 3.54% |
| 39 | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck | 3.44% |
| 40 | Phase X    | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck | 3.59% |
| 42 | Phase X    | C     | 2601  | Front Door,<br>Garage, and<br>Deck | 3.48% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 3.41%                                                                        |
| 4 (Phase V)             | 3.37%                                                                        |
| 5 (Phase I)             | 3.45%                                                                        |
| 6 (Phase IV)            | 2.91%                                                                        |
| 7 (Phase I)             | 3.37%                                                                        |
| 8 (Phase IV)            | 3.56%                                                                        |
| 9 (Phase VI)            | 3.53%                                                                        |
| 10 (Phase IV)           | 3.53%                                                                        |
| 11 (Phase VI)           | 3.36%                                                                        |
| 12 (Phase IX)           | 3.61%                                                                        |
| 14 (Phase IX)           | 3.54%                                                                        |
| 16 (Phase XII)          | 2.93%                                                                        |
| 18 (Phase XII)          | 3.58%                                                                        |
| 20 (Phase XII)          | 2.93%                                                                        |
| 21 (Phase VIII)         | 2.93%                                                                        |
| 22 (Phase XI)           | 2.92%                                                                        |
| 23 (Phase VIII)         | 3.60%                                                                        |
| 24 (Phase XI)           | 3.07%                                                                        |
| 25 (Phase VIII)         | 3.46%                                                                        |
| 26 (Phase XI)           | 3.17%                                                                        |
| 28 (Phase II)           | 2.92%                                                                        |
| 30 (Phase II)           | 3.53%                                                                        |
| 32 (Phase II)           | 3.54%                                                                        |
| 34 (Phase III)          | 2.91%                                                                        |
| 36 (Phase III)          | 3.43%                                                                        |
| 37 (Phase VII)          | 3.37%                                                                        |
| 38 (Phase X)            | 3.54%                                                                        |
| 39 (Phase VII)          | 3.44%                                                                        |
| 40 (Phase X)            | 3.59%                                                                        |

|              |       |
|--------------|-------|
| 42 (Phase X) | 3.48% |
|--------------|-------|



## Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 3/26/2012 9:15:44 AM

| Doc#                                                  | Document Type | Town | Book/Page | File Date  | Consideration |
|-------------------------------------------------------|---------------|------|-----------|------------|---------------|
| 58107                                                 | AMENDMENT     |      | 58738/29  | 03/23/2012 |               |
| Property-Street Address and/or Description            |               |      |           |            |               |
| Grantors                                              |               |      |           |            |               |
| DUFFY REALTY LLC, GRAYSTONE AT WINCHESTER CONDOMINIUM |               |      |           |            |               |
| Grantees                                              |               |      |           |            |               |
| References-Book/Pg Description Recorded Year          |               |      |           |            |               |
| 55372/316 MD 2010                                     |               |      |           |            |               |
| Registered Land Certificate(s)-Cert# Book/Pg          |               |      |           |            |               |
|                                                       |               |      |           |            |               |



2012 00058107

Bk: 58738 Pg: 29 Doc: AMEND  
Page: 1 of 12 03/23/2012 10:50 AM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**CORRECTIVE AMENDMENT TO MASTER DEED AND**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XIII, UNITS 49, 51 & 53**

This Confirmatory Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, hereby amends the Amendment to the Master Deed dated February 14, 2012, and recorded with said Deeds in Book 58491, Page 361, which Amendment, through inadvertence and error included an incorrect Exhibit "B" and Exhibit "C". The Exhibit "B" and Exhibit "C" attached to this Confirmatory Amendment hereby corrects the Exhibit "B" and Exhibit "C" in said Amendment as previously recorded.

Additionally, this Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

✓ **WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been

*Perkins & Archel  
6 Lyberty way  
Westford MA 01886*

*Plan # 161 OF 2012*

completed, and the Declarant desires so to include **PHASE XIII, UNITS 49, 51 & 53.**

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XIII, UNITS 49, 51 & 53** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XIII, UNITS 49, 51 & 53** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XIII, UNITS 49, 51 & 53** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XIII, UNITS 49, 51 & 53** shall be subject to and shall have the benefit of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XIII, UNITS 49, 51 & 53** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2012, Plan \_\_\_\_\_.

**II. DESCRIPTION OF BUILDINGS IN PHASE XIII, UNITS 49, 51 & 53:**

A description of the Building at **PHASE XIII, UNITS 49, 51 & 53** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XIII, UNITS 49, 51 & 53** are shown on the site plan recorded with said Deeds in Plan Book 2012, Plan \_\_\_\_\_.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XIII, UNITS 49, 51 & 53:**

The designation of each Unit in **PHASE XIII, UNITS 49, 51 & 53** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District

Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2012, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE XIII, UNITS 49, 51 & 53** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XIII, UNITS 49, 51 & 53** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE XIII, UNITS 49, 51 & 53**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XIII, UNITS 49, 51 & 53** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XIII, UNITS 49, 51 & 53**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XIII, UNITS 49, 51 & 53** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT**

**WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XIII, UNITS 49, 51 & 53** and the Units and Common Areas and Facilities included in **PHASE XIII, UNITS 49, 51 & 53**, as well as all previously created phases as if they had been completely set forth herein.

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Executed as a sealed instrument this 20<sup>th</sup> day of March, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

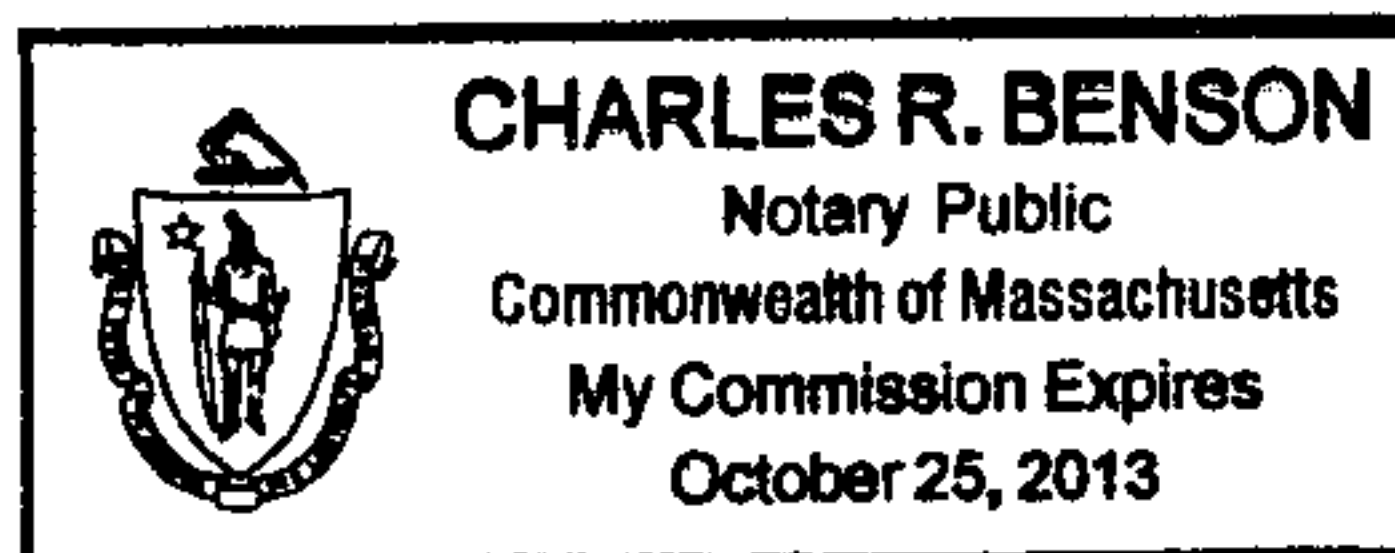
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

March 20, 2012

On this 20<sup>th</sup> day of March, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was KNOWN TO NOTARY, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.



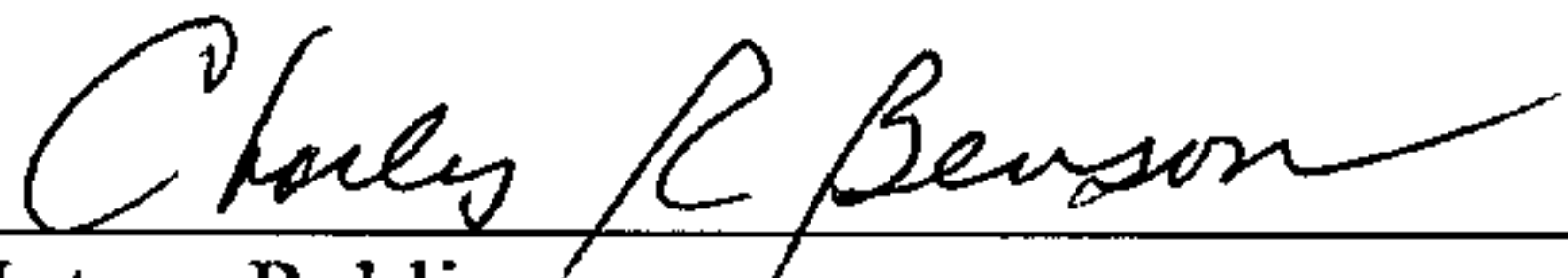
  
Notary Public  
My Commission Expires: October 25, 2013

**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE XIII, UNITS 49, 51 & 53:**

PHASE XIII: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 49, Unit 51, and Unit 53 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XIII:**

Unit 49 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement with an additional full bath. It is approximately 2,580 square feet.

Unit 51 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,289 square feet.

Unit 53 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,580 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 3.06%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 3.00%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 3.17%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 3.02%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 2.75%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 3.18%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 2.92%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 3.75%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 2.81%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 3.59%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 3.28%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.49%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 3.21%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.67%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.61%                                                         |

|    |            |       |       |                                    |       |
|----|------------|-------|-------|------------------------------------|-------|
| 22 | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 3.09% |
| 23 | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 2.79% |
| 24 | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.95% |
| 25 | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 3.37% |
| 26 | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 3.02% |
| 28 | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 3.15% |
| 30 | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 2.99% |
| 32 | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 3.71% |
| 34 | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 3.13% |
| 36 | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 3.09% |
| 37 | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 3.25% |
| 38 | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck | 3.50% |
| 39 | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck | 3.50% |
| 40 | Phase X    | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck | 2.99% |
| 42 | Phase X    | C     | 2601  | Front Door,<br>Garage, and<br>Deck | 3.06% |

|    |            |   |      |                                    |       |
|----|------------|---|------|------------------------------------|-------|
| 49 | Phase XIII | C | 2580 | Front Door,<br>Garage, and<br>Deck | 3.42% |
| 51 | Phase XIII | B | 2289 | Front Door,<br>Garage, and<br>Deck | 0.61% |
| 53 | Phase XIII | C | 2580 | Front Door,<br>Garage, and<br>Deck | 2.92% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

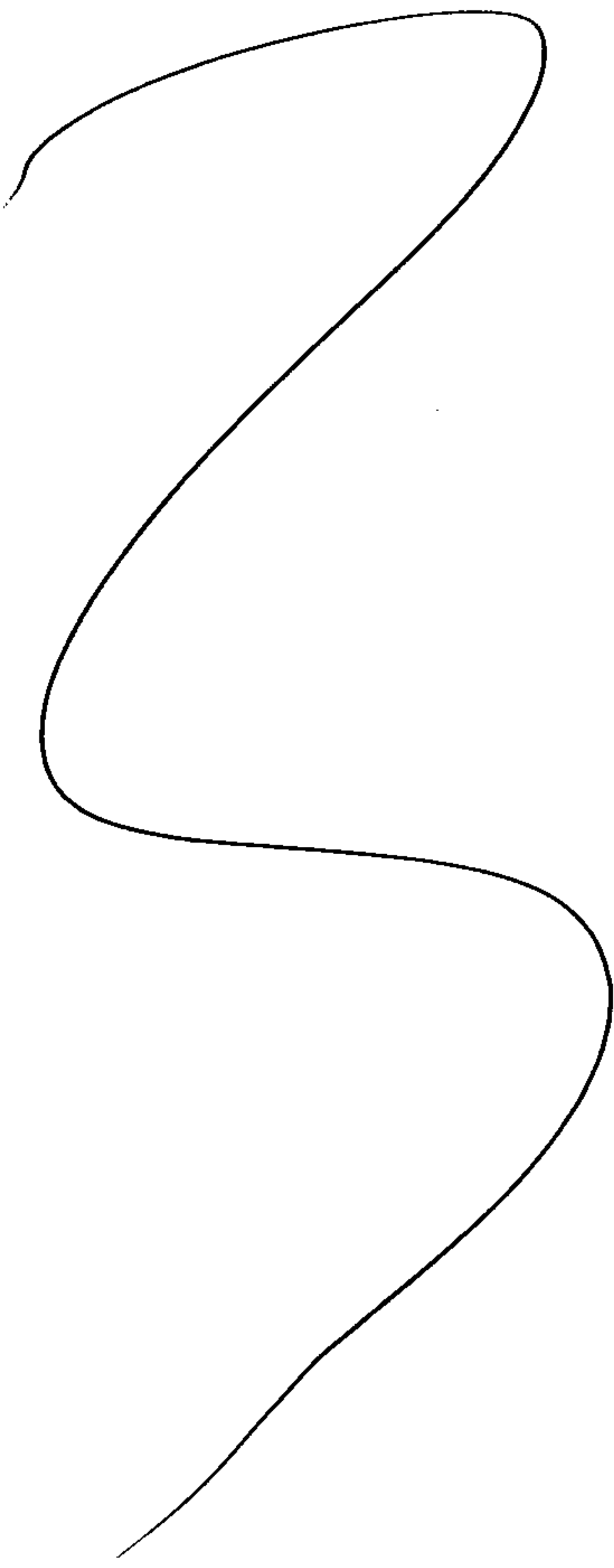
NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 3.06%                                                                        |
| 4 (Phase V)             | 3.00%                                                                        |
| 5 (Phase I)             | 3.17%                                                                        |
| 6 (Phase IV)            | 3.02%                                                                        |
| 7 (Phase I)             | 2.75%                                                                        |
| 8 (Phase IV)            | 3.18%                                                                        |
| 9 (Phase VI)            | 2.92%                                                                        |
| 10 (Phase IV)           | 3.75%                                                                        |
| 11 (Phase VI)           | 2.81%                                                                        |
| 12 (Phase IX)           | 3.59%                                                                        |
| 14 (Phase IX)           | 3.28%                                                                        |
| 16 (Phase XII)          | 3.49%                                                                        |
| 18 (Phase XII)          | 3.21%                                                                        |
| 20 (Phase XII)          | 3.67%                                                                        |
| 21 (Phase VIII)         | 0.61%                                                                        |
| 22 (Phase XI)           | 3.09%                                                                        |
| 23 (Phase VIII)         | 2.79%                                                                        |
| 24 (Phase XI)           | 2.95%                                                                        |
| 25 (Phase VIII)         | 3.37%                                                                        |
| 26 (Phase XI)           | 3.02%                                                                        |
| 28 (Phase II)           | 3.15%                                                                        |
| 30 (Phase II)           | 2.99%                                                                        |
| 32 (Phase II)           | 3.71%                                                                        |
| 34 (Phase III)          | 3.13%                                                                        |
| 36 (Phase III)          | 3.09%                                                                        |
| 37 (Phase VII)          | 3.25%                                                                        |
| 38 (Phase X)            | 3.50%                                                                        |
| 39 (Phase VII)          | 3.50%                                                                        |
| 40 (Phase X)            | 2.99%                                                                        |



|                 |       |
|-----------------|-------|
| 42 (Phase X)    | 3.06% |
| 49 (Phase XIII) | 3.42% |
| 51 (Phase XIII) | 0.61% |
| 53 (Phase XIII) | 2.92% |



## Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 4/5/2012 11:24:51 AM

| Doc#                                                  | Document Type | Town | Book/Page | File Date  | Consideration |
|-------------------------------------------------------|---------------|------|-----------|------------|---------------|
| 65458                                                 | AMENDMENT     |      | 58811/372 | 04/02/2012 |               |
| <b>Property-Street Address and/or Description</b>     |               |      |           |            |               |
| <b>Grantors</b>                                       |               |      |           |            |               |
| GRAYSTONE AT WINCHESTER CONDOMINIUM, DUFFY REALTY LLC |               |      |           |            |               |
| <b>Grantees</b>                                       |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b>   |               |      |           |            |               |
| 55372/316 MD 2010                                     |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b>   |               |      |           |            |               |
|                                                       |               |      |           |            |               |

Perkins & Anctel  
6 Lyterly way  
Suite 201  
Westford MA  
01886



2012 00065458

Bk: 58811 Pg: 372 Doc: AMEND  
Page: 1 of 11 04/02/2012 02:18 PM

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XIV, UNITS 27, 29 & 31**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XIV, UNITS 27, 29 & 31**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XIV, UNITS 27, 29 & 31** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XIV, UNITS 27, 29 & 31** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XIV, UNITS 27, 29 & 31** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XIV, UNITS 27, 29 & 31** shall be subject to and shall have the benefit

Plan # 186 of 2012

of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XIV, UNITS 27, 29 & 31** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2012, Plan 161.

**II. DESCRIPTION OF BUILDINGS IN PHASE XIV, UNITS 27, 29 & 31:**

A description of the Building at **PHASE XIV, UNITS 27, 29 & 31** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XIV, UNITS 27, 29 & 31** are shown on the site plan recorded with said Deeds in Plan Book 2012, Plan 161.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XIV, UNITS 27, 29 & 31:**

The designation of each Unit in **PHASE XIV, UNITS 27, 29 & 31** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2012, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE XIV, UNITS 27, 29 & 31** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XIV, UNITS 27, 29 & 31** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE XIV, UNITS 27, 29 & 31**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XIV, UNITS 27, 29 & 31** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XIV, UNITS 27, 29 & 31**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

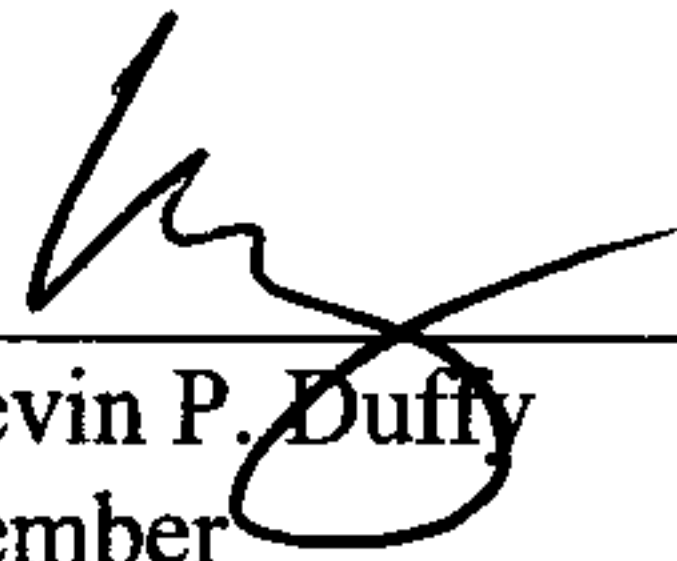
The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XIV, UNITS 27, 29 & 31** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XIV, UNITS 27, 29 & 31** and the Units and Common Areas and Facilities included in **PHASE XIV, UNITS 27, 29 & 31**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 29<sup>th</sup> day of March, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

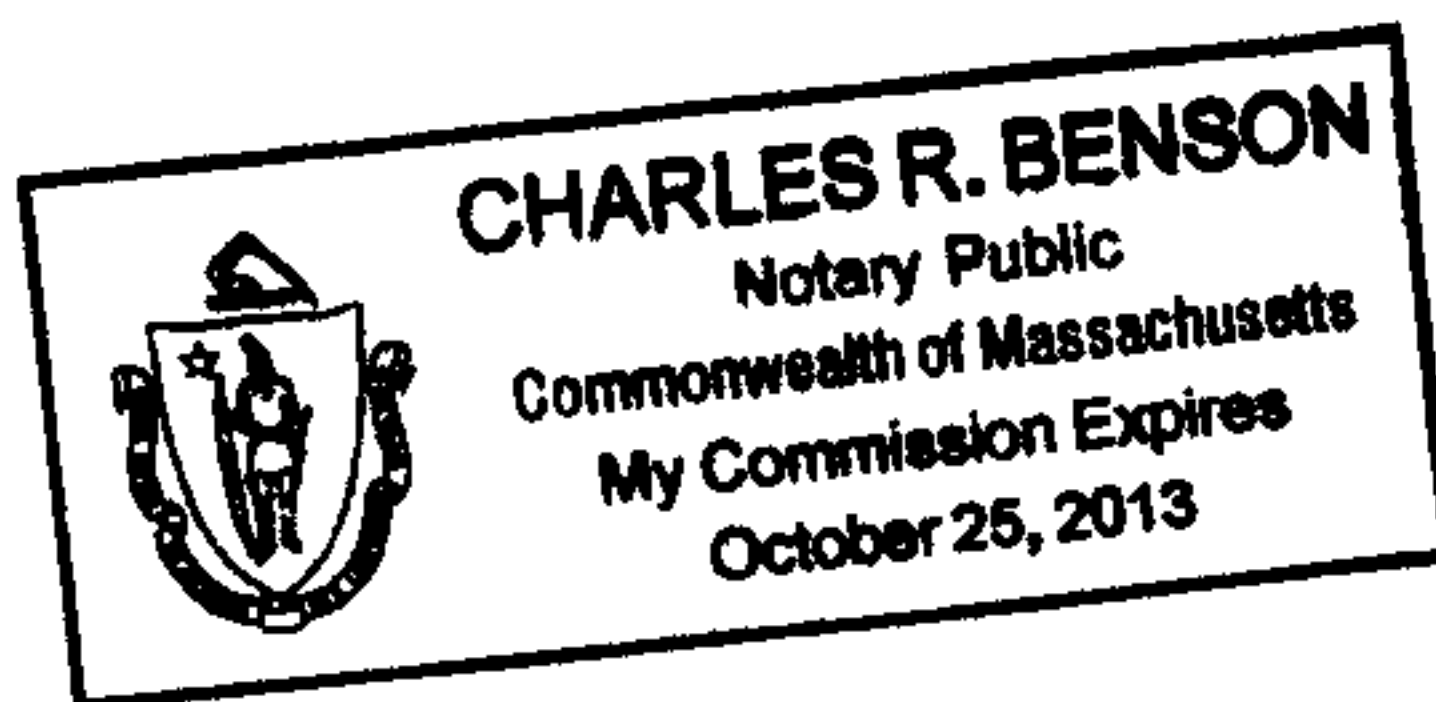
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

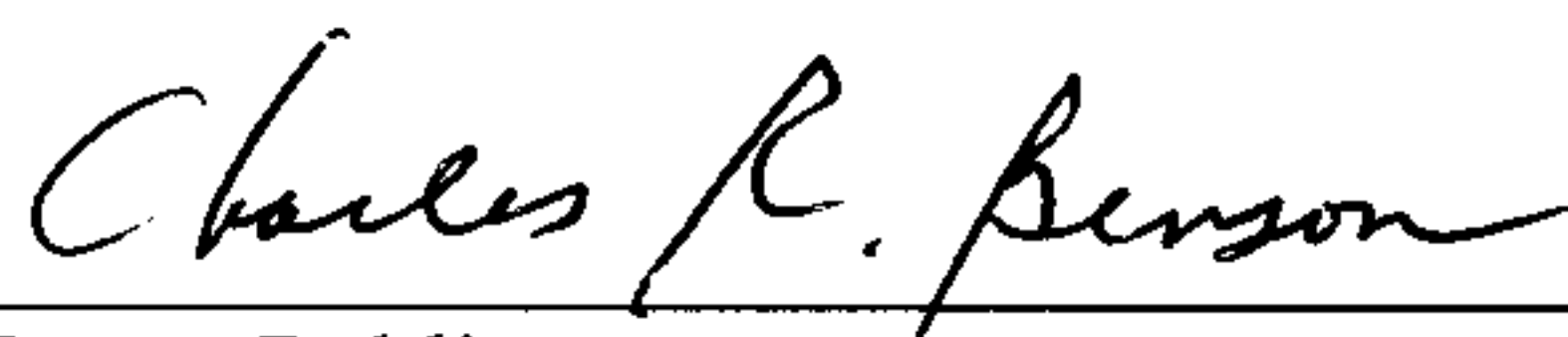
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

March 29, 2012

On this 29<sup>th</sup> day of March, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE XIV, UNITS 27, 29 & 31:**

PHASE XIV: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 27, Unit 29, and Unit 31 Pond Street.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XIV:**

Unit 27 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and a finished basement. It is approximately 2,197 square feet.

Unit 29 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,213 square feet.

Unit 31 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,197 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 2.91%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 2.85%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 3.01%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 2.87%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 2.61%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 3.02%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 2.78%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 3.56%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 2.66%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 3.41%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 3.11%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.31%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 3.05%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.48%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.58%                                                         |

|    |            |       |       |                                    |       |
|----|------------|-------|-------|------------------------------------|-------|
| 22 | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.93% |
| 23 | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 2.65% |
| 24 | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.80% |
| 25 | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 3.20% |
| 26 | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 2.87% |
| 27 | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 2.27% |
| 28 | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 2.99% |
| 29 | Phase XIV  | D-mid | 2213  | Front Door,<br>Garage, and<br>Deck | 0.58% |
| 30 | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 2.84% |
| 31 | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 2.20% |
| 32 | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 3.52% |
| 34 | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 2.97% |
| 36 | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 2.94% |
| 37 | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 3.08% |
| 38 | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck | 3.32% |
| 39 | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck | 3.32% |

|    |            |       |      |                                    |       |
|----|------------|-------|------|------------------------------------|-------|
| 40 | Phase X    | C-mid | 2680 | Front Door,<br>Garage, and<br>Deck | 2.84% |
| 42 | Phase X    | C     | 2601 | Front Door,<br>Garage, and<br>Deck | 2.90% |
| 49 | Phase XIII | C     | 2580 | Front Door,<br>Garage, and<br>Deck | 3.24% |
| 51 | Phase XIII | B     | 2289 | Front Door,<br>Garage, and<br>Deck | 0.58% |
| 53 | Phase XIII | C     | 2580 | Front Door,<br>Garage, and<br>Deck | 2.77% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 2.91%                                                                        |
| 4 (Phase V)             | 2.85%                                                                        |
| 5 (Phase I)             | 3.01%                                                                        |
| 6 (Phase IV)            | 2.87%                                                                        |
| 7 (Phase I)             | 2.61%                                                                        |
| 8 (Phase IV)            | 3.02%                                                                        |
| 9 (Phase VI)            | 2.78%                                                                        |
| 10 (Phase IV)           | 3.56%                                                                        |
| 11 (Phase VI)           | 2.66%                                                                        |
| 12 (Phase IX)           | 3.41%                                                                        |
| 14 (Phase IX)           | 3.11%                                                                        |
| 16 (Phase XII)          | 3.31%                                                                        |
| 18 (Phase XII)          | 3.05%                                                                        |
| 20 (Phase XII)          | 3.48%                                                                        |
| 21 (Phase VIII)         | 0.58%                                                                        |
| 22 (Phase XI)           | 2.93%                                                                        |
| 23 (Phase VIII)         | 2.65%                                                                        |
| 24 (Phase XI)           | 2.80%                                                                        |
| 25 (Phase VIII)         | 3.20%                                                                        |
| 26 (Phase XI)           | 2.87%                                                                        |
| 27 (Phase XIV)          | 2.27%                                                                        |
| 28 (Phase II)           | 2.99%                                                                        |
| 29 (Phase XIV)          | 0.58%                                                                        |
| 30 (Phase II)           | 2.84%                                                                        |
| 31 (Phase XIV)          | 2.20%                                                                        |
| 32 (Phase II)           | 3.52%                                                                        |
| 34 (Phase III)          | 2.97%                                                                        |
| 36 (Phase III)          | 2.94%                                                                        |
| 37 (Phase VII)          | 3.08%                                                                        |

|                 |       |
|-----------------|-------|
| 38 (Phase X)    | 3.32% |
| 39 (Phase VII)  | 3.32% |
| 40 (Phase X)    | 2.84% |
| 42 (Phase X)    | 2.90% |
| 49 (Phase XIII) | 3.24% |
| 51 (Phase XIII) | 0.58% |
| 53 (Phase XIII) | 2.77% |

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**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XV, UNITS 261 & 263**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XV, UNITS 261 & 263**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XV, UNITS 261 & 263** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XV, UNITS 261 & 263** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XV, UNITS 261 & 263** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XV, UNITS 261 & 263** shall be subject to and shall have the benefit of

*Plat # 539 of 2012*

the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XV, UNITS 261 & 263** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the revised site plan recorded simultaneously with the recording hereof in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_.

**II. DESCRIPTION OF BUILDINGS IN PHASE XV, UNITS 261 & 263:**

A description of the Building at **PHASE XV, UNITS 261 & 263** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XV, UNITS 261 & 263** are shown on the revised site plan recorded simultaneously with the recording hereof in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XV, UNITS 261 & 263:**

The designation of each Unit in **PHASE XV, UNITS 261 & 263** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE XV, UNITS 261 & 263** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XV, UNITS 261 & 263** stating the designation of the Building, and bearing the verified statement of a Registered

Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE XV, UNITS 261 & 263**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XV, UNITS 261 & 263** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XV, UNITS 261 & 263**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

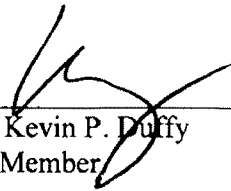
The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XV, UNITS 261 & 263** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XV, UNITS 261 & 263** and the Units and Common Areas and Facilities included in **PHASE XV, UNITS 261 & 263**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 7 day of August, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

**COMMONWEALTH OF MASSACHUSETTS**

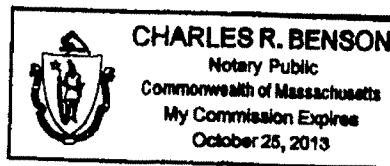
Middlesex, ss

August 7, 2012

On this 7<sup>th</sup> day of August, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.

  
Notary Public

My Commission Expires: October 25, 2013



## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE XV, UNITS 261 & 263:**

PHASE XV: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is hardwood sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 261 and Unit 263 Cambridge Street.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XV:**

Unit 261 consists of 3 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Family Room, and an unfinished basement. It is approximately 2,321 square feet.

Unit 263 consists of 3 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Family Room, and an unfinished basement. It is approximately 2,447 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 2.76%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 2.70%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 2.86%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 2.72%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 2.48%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 2.86%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 2.63%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 3.38%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 2.53%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 3.23%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 2.95%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.14%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 2.89%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.30%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.55%                                                         |

|    |            |       |       |                                    |       |
|----|------------|-------|-------|------------------------------------|-------|
| 22 | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.78% |
| 23 | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 2.51% |
| 24 | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.66% |
| 25 | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 3.03% |
| 26 | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 2.72% |
| 27 | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 2.16% |
| 28 | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 2.83% |
| 29 | Phase XIV  | D-mid | 2213  | Front Door,<br>Garage, and<br>Deck | 0.55% |
| 30 | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 2.69% |
| 31 | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 2.08% |
| 32 | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 3.34% |
| 34 | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 2.82% |
| 36 | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 2.79% |
| 37 | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 2.92% |
| 38 | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck | 3.15% |
| 39 | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck | 3.15% |

|     |            |       |       |                                           |       |
|-----|------------|-------|-------|-------------------------------------------|-------|
| 40  | Phase X    | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck        | 2.69% |
| 42  | Phase X    | C     | 2601  | Front Door,<br>Garage, and<br>Deck        | 2.75% |
| 49  | Phase XIII | C     | 2580  | Front Door,<br>Garage, and<br>Deck        | 3.08% |
| 51  | Phase XIII | B     | 2289  | Front Door,<br>Garage, and<br>Deck        | 0.55% |
| 53  | Phase XIII | C     | 2580  | Front Door,<br>Garage, and<br>Deck        | 2.63% |
| 261 | Phase XV   | G     | 2,321 | Front Door,<br>Garage, and<br>Patio       | 2.55% |
| 263 | Phase XV   | F     | 2,447 | Front Door,<br>Garage, Deck,<br>and Patio | 2.59% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 2.76%                                                                        |
| 4 (Phase V)             | 2.70%                                                                        |
| 5 (Phase I)             | 2.86%                                                                        |
| 6 (Phase IV)            | 2.72%                                                                        |
| 7 (Phase I)             | 2.48%                                                                        |
| 8 (Phase IV)            | 2.86%                                                                        |
| 9 (Phase VI)            | 2.63%                                                                        |
| 10 (Phase IV)           | 3.38%                                                                        |
| 11 (Phase VI)           | 2.53%                                                                        |
| 12 (Phase IX)           | 3.23%                                                                        |
| 14 (Phase IX)           | 2.95%                                                                        |
| 16 (Phase XII)          | 3.14%                                                                        |
| 18 (Phase XII)          | 2.89%                                                                        |
| 20 (Phase XII)          | 3.30%                                                                        |
| 21 (Phase VIII)         | 0.55%                                                                        |
| 22 (Phase XI)           | 2.78%                                                                        |
| 23 (Phase VIII)         | 2.51%                                                                        |
| 24 (Phase XI)           | 2.66%                                                                        |
| 25 (Phase VIII)         | 3.03%                                                                        |
| 26 (Phase XI)           | 2.72%                                                                        |
| 27 (Phase XIV)          | 2.16%                                                                        |
| 28 (Phase II)           | 2.83%                                                                        |
| 29 (Phase XIV)          | 0.55%                                                                        |
| 30 (Phase II)           | 2.69%                                                                        |
| 31 (Phase XIV)          | 2.08%                                                                        |
| 32 (Phase II)           | 3.34%                                                                        |
| 34 (Phase III)          | 2.82%                                                                        |
| 36 (Phase III)          | 2.79%                                                                        |
| 37 (Phase VII)          | 2.92%                                                                        |

|                 |       |
|-----------------|-------|
| 38 (Phase X)    | 3.15% |
| 39 (Phase VII)  | 3.15% |
| 40 (Phase X)    | 2.69% |
| 42 (Phase X)    | 2.75% |
| 49 (Phase XIII) | 3.08% |
| 51 (Phase XIII) | 0.55% |
| 53 (Phase XIII) | 2.63% |
| 261 (Phase XV)  | 2.55% |
| 263 (Phase XV)  | 2.59% |



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**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XVI, UNITS 21 POND, 23 POND, & 25 POND**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XVI, UNITS 21 POND, 23 POND, & 25 POND**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** in said Condominium, to be governed by and

*Perkins & Ansel  
6 Lyberty way  
Suite 201  
Westford MA 01886*

*Plan # 577 of 2012*

SEE PLAN NO. 577 OF 2012

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subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** shall be subject to and shall have the benefit of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**II. DESCRIPTION OF BUILDINGS IN PHASE XVI, UNITS 21 POND, 23 POND, & 25 POND:**

A description of the Building at **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** are shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XVI, UNITS 21 POND, 23 POND & 25 POND:**

The designation of each Unit in **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2012, Plan 539, there has been

recorded a set of the floor plans of the Building in **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

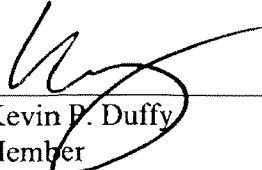
**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT**

**WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND** and the Units and Common Areas and Facilities included in **PHASE XVI, UNITS 21 POND, 23 POND & 25 POND**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 21<sup>st</sup> day of August, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

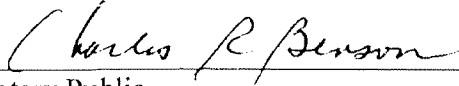
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

August 21, 2012

On this 21<sup>st</sup> day of August, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.

  
Notary Public  
My Commission Expires: October 25, 2013

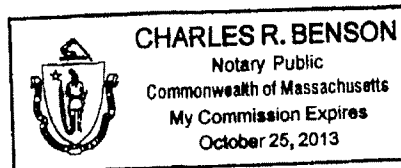


**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE XVI, UNITS 21 POND, 23 POND, & 25 POND:**

PHASE XVI: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 21 Pond, Unit 29 Pond, and Unit 31 Pond, located on Pond Street.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XVI:**

Unit 21 Pond consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,197 square feet.

Unit 23 Pond consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,213 square feet.

Unit 25 Pond consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,197 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 2.64%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 2.58%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 2.73%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 2.61%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 2.37%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 2.74%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 2.52%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 3.23%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 2.42%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 3.09%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 2.82%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.00%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 2.76%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 3.16%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.50%                                                         |

|         |            |       |       |                                    |       |
|---------|------------|-------|-------|------------------------------------|-------|
| 21 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 0.50% |
| 22      | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.66% |
| 23      | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 2.40% |
| 23 Pond | Phase XVI  | D-mid | 2,213 | Front Door,<br>Garage, and<br>Deck | 1.91% |
| 24      | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.54% |
| 25      | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 2.90% |
| 25 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 1.99% |
| 26      | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 2.60% |
| 27      | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 2.06% |
| 28      | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 2.71% |
| 29      | Phase XIV  | D-mid | 2213  | Front Door,<br>Garage, and<br>Deck | 0.50% |
| 30      | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 2.58% |
| 31      | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 1.99% |
| 32      | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 3.20% |
| 34      | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 2.69% |
| 36      | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 2.66% |
| 37      | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 2.80% |

|     |            |       |       |                                           |       |
|-----|------------|-------|-------|-------------------------------------------|-------|
| 38  | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck        | 3.01% |
| 39  | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck        | 3.01% |
| 40  | Phase X    | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck        | 2.57% |
| 42  | Phase X    | C     | 2601  | Front Door,<br>Garage, and<br>Deck        | 2.63% |
| 49  | Phase XIII | C     | 2580  | Front Door,<br>Garage, and<br>Deck        | 2.94% |
| 51  | Phase XIII | B     | 2289  | Front Door,<br>Garage, and<br>Deck        | 0.50% |
| 53  | Phase XIII | C     | 2580  | Front Door,<br>Garage, and<br>Deck        | 2.51% |
| 261 | Phase XV   | G     | 2,321 | Front Door,<br>Garage, and<br>Patio       | 2.44% |
| 263 | Phase XV   | F     | 2,447 | Front Door,<br>Garage, Deck,<br>and Patio | 2.48% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 2.64%                                                                        |
| 4 (Phase V)             | 2.58%                                                                        |
| 5 (Phase I)             | 2.73%                                                                        |
| 6 (Phase IV)            | 2.61%                                                                        |
| 7 (Phase I)             | 2.37%                                                                        |
| 8 (Phase IV)            | 2.74%                                                                        |
| 9 (Phase VI)            | 2.52%                                                                        |
| 10 (Phase IV)           | 3.23%                                                                        |
| 11 (Phase VI)           | 2.42%                                                                        |
| 12 (Phase IX)           | 3.09%                                                                        |
| 14 (Phase IX)           | 2.82%                                                                        |
| 16 (Phase XII)          | 3.00%                                                                        |
| 18 (Phase XII)          | 2.76%                                                                        |
| 20 (Phase XII)          | 3.16%                                                                        |
| 21 (Phase VIII)         | 0.50%                                                                        |
| 21 Pond (Phase XVI)     | 0.50%                                                                        |
| 22 (Phase XI)           | 2.66%                                                                        |
| 23 (Phase VIII)         | 2.40%                                                                        |
| 23 Pond (Phase XVI)     | 1.91%                                                                        |
| 24 (Phase XI)           | 2.54%                                                                        |
| 25 (Phase VIII)         | 2.90%                                                                        |
| 25 Pond (Phase XVI)     | 1.99%                                                                        |
| 26 (Phase XI)           | 2.60%                                                                        |
| 27 (Phase XIV)          | 2.06%                                                                        |
| 28 (Phase II)           | 2.71%                                                                        |
| 29 (Phase XIV)          | 0.50%                                                                        |
| 30 (Phase II)           | 2.58%                                                                        |
| 31 (Phase XIV)          | 1.99%                                                                        |
| 32 (Phase II)           | 3.20%                                                                        |

|                 |       |
|-----------------|-------|
| 34 (Phase III)  | 2.69% |
| 36 (Phase III)  | 2.66% |
| 37 (Phase VII)  | 2.80% |
| 38 (Phase X)    | 3.01% |
| 39 (Phase VII)  | 3.01% |
| 40 (Phase X)    | 2.57% |
| 42 (Phase X)    | 2.63% |
| 49 (Phase XIII) | 2.94% |
| 51 (Phase XIII) | 0.50% |
| 53 (Phase XIII) | 2.51% |
| 261 (Phase XV)  | 2.44% |
| 263 (Phase XV)  | 2.48% |



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**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XVII, UNITS 44, 46 & 48**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XVII, UNITS 44, 46 & 48**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XVII, UNITS 44, 46 & 48** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XVII, UNITS 44, 46 & 48** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XVII, UNITS 44, 46 & 48** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XVII, UNITS 44, 46 & 48** shall be subject to and shall have the benefit

SEE PLAN NO. 578 OF 2012

*Partners & Associates  
 6 Liberty Way  
 Suite 201  
 Westford, MA 01886*

*Plan 578 of 2012*

of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XVII, UNITS 44, 46 & 48** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**II. DESCRIPTION OF BUILDINGS IN PHASE XVII, UNITS 44, 46 & 48:**

A description of the Building at **PHASE XVII, UNITS 44, 46 & 48** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XVII, UNITS 44, 46 & 48** are shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XVII, UNITS 44, 46 & 48:**

The designation of each Unit in **PHASE XVII, UNITS 44, 46 & 48** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2012, Plan 516, there has been recorded a set of the floor plans of the Building in **PHASE XVII, UNITS 44, 46 & 48** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XVII, UNITS 44, 46 & 48** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers

and dimensions of the Units in **PHASE XVII, UNITS 44, 46 & 48**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XVII, UNITS 44, 46 & 48** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XVII, UNITS 44, 46 & 48**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XVII, UNITS 44, 46 & 48** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XVII, UNITS 44, 46 & 48** and the Units and Common Areas and Facilities included in **PHASE XVII, UNITS 44, 46 & 48**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 21<sup>st</sup> day of August, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

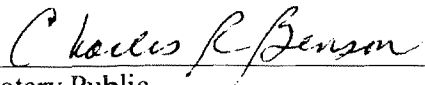
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

August 21, 2012

On this 21<sup>st</sup> day of August, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.

  
Notary Public  
My Commission Expires: October 25, 2013

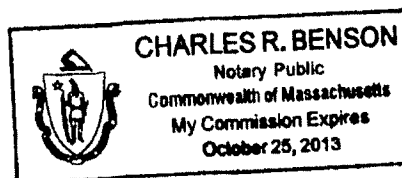


**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE XVII, UNITS 44, 46 & 48:**

PHASE XVII: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 44, Unit 46, and Unit 48 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XVII:**

Unit 44 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,666 square feet.

Unit 46 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,688 square feet.

Unit 48 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 2,581 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 2.43%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 2.38%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 2.52%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 2.40%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 2.19%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 2.52%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 2.32%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 2.98%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 2.23%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 2.85%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 2.60%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 2.77%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 2.55%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 2.91%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.46%                                                         |

|         |            |       |       |                                    |       |
|---------|------------|-------|-------|------------------------------------|-------|
| 21 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 0.46% |
| 22      | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.45% |
| 23      | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 2.22% |
| 23 Pond | Phase XVI  | D-mid | 2,213 | Front Door,<br>Garage, and<br>Deck | 1.76% |
| 24      | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.34% |
| 25      | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 2.68% |
| 25 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 1.84% |
| 26      | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 2.40% |
| 27      | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 1.90% |
| 28      | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 2.50% |
| 29      | Phase XIV  | D-mid | 2213  | Front Door,<br>Garage, and<br>Deck | 0.46% |
| 30      | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 2.38% |
| 31      | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 1.84% |
| 32      | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 2.95% |
| 34      | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 2.48% |
| 36      | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 2.46% |
| 37      | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 2.58% |

|     |            |       |       |                                           |       |
|-----|------------|-------|-------|-------------------------------------------|-------|
| 38  | Phase X    | C     | 2640  | Front Door,<br>Garage, and<br>Deck        | 2.78% |
| 39  | Phase VII  | C     | 2566  | Front Door,<br>Garage, and<br>Deck        | 2.78% |
| 40  | Phase X    | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck        | 2.37% |
| 42  | Phase X    | C     | 2601  | Front Door,<br>Garage, and<br>Deck        | 2.43% |
| 44  | Phase XVII | C     | 2,666 | Front Door,<br>Garage, and<br>Deck        | 2.73% |
| 46  | Phase XVII | C-mid | 2,688 | Front Door,<br>Garage, and<br>Deck        | 2.44% |
| 48  | Phase XVII | C     | 2,581 | Front Door,<br>Garage, and<br>Deck        | 2.65% |
| 49  | Phase XIII | C     | 2580  | Front Door,<br>Garage, and<br>Deck        | 2.71% |
| 51  | Phase XIII | B     | 2289  | Front Door,<br>Garage, and<br>Deck        | 0.46% |
| 53  | Phase XIII | C     | 2580  | Front Door,<br>Garage, and<br>Deck        | 2.32% |
| 261 | Phase XV   | G     | 2,321 | Front Door,<br>Garage, and<br>Patio       | 2.25% |
| 263 | Phase XV   | F     | 2,447 | Front Door,<br>Garage, Deck,<br>and Patio | 2.29% |

- NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.
- NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 2.43%                                                                        |
| 4 (Phase V)             | 2.38%                                                                        |
| 5 (Phase I)             | 2.52%                                                                        |
| 6 (Phase IV)            | 2.40%                                                                        |
| 7 (Phase I)             | 2.19%                                                                        |
| 8 (Phase IV)            | 2.52%                                                                        |
| 9 (Phase VI)            | 2.32%                                                                        |
| 10 (Phase IV)           | 2.98%                                                                        |
| 11 (Phase VI)           | 2.23%                                                                        |
| 12 (Phase IX)           | 2.85%                                                                        |
| 14 (Phase IX)           | 2.60%                                                                        |
| 16 (Phase XII)          | 2.77%                                                                        |
| 18 (Phase XII)          | 2.55%                                                                        |
| 20 (Phase XII)          | 2.91%                                                                        |
| 21 (Phase VIII)         | 0.46%                                                                        |
| 21 Pond (Phase XVI)     | 0.46%                                                                        |
| 22 (Phase XI)           | 2.45%                                                                        |
| 23 (Phase VIII)         | 2.22%                                                                        |
| 23 Pond (Phase XVI)     | 1.76%                                                                        |
| 24 (Phase XI)           | 2.34%                                                                        |
| 25 (Phase VIII)         | 2.68%                                                                        |
| 25 Pond (Phase XVI)     | 1.84%                                                                        |
| 26 (Phase XI)           | 2.40%                                                                        |
| 27 (Phase XIV)          | 1.90%                                                                        |
| 28 (Phase II)           | 2.50%                                                                        |
| 29 (Phase XIV)          | 0.46%                                                                        |
| 30 (Phase II)           | 2.38%                                                                        |
| 31 (Phase XIV)          | 1.84%                                                                        |
| 32 (Phase II)           | 2.95%                                                                        |

|                 |       |
|-----------------|-------|
| 34 (Phase III)  | 2.48% |
| 36 (Phase III)  | 2.46% |
| 37 (Phase VII)  | 2.58% |
| 38 (Phase X)    | 2.78% |
| 39 (Phase VII)  | 2.78% |
| 40 (Phase X)    | 2.37% |
| 42 (Phase X)    | 2.43% |
| 44 (Phase XVII) | 2.73% |
| 46 (Phase XVII) | 2.44% |
| 48 (Phase XVII) | 2.65% |
| 49 (Phase XIII) | 2.71% |
| 51 (Phase XIII) | 0.46% |
| 53 (Phase XIII) | 2.32% |
| 261 (Phase XV)  | 2.25% |
| 263 (Phase XV)  | 2.29% |

**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XVIII, UNITS 56, 58 & 60**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XVIII, UNITS 56, 58 & 60**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XVIII, UNITS 56, 58 & 60** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XVIII, UNITS 56, 58 & 60** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XVIII, UNITS 56, 58 & 60** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XVIII, UNITS 56, 58 & 60** shall be subject to and shall have the

benefit of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XVIII, UNITS 56, 58 & 60** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**II. DESCRIPTION OF BUILDINGS IN PHASE XVIII, UNITS 56, 58 & 60:**

A description of the Building at **PHASE XVIII, UNITS 56, 58 & 60** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XVIII, UNITS 56, 58 & 60** are shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XVIII, UNITS 56, 58 & 60:**

The designation of each Unit in **PHASE XVIII, UNITS 56, 58 & 60** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, there has been recorded a set of the floor plans of the Building in **PHASE XVIII, UNITS 56, 58 & 60** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XVIII, UNITS 56, 58 & 60** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers

and dimensions of the Units in **PHASE XVIII, UNITS 56, 58 & 60**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XVIII, UNITS 56, 58 & 60** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XVIII, UNITS 56, 58 & 60**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

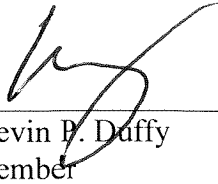
The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XVIII, UNITS 56, 58 & 60** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XVIII, UNITS 56, 58 & 60** and the Units and Common Areas and Facilities included in **PHASE XVIII, UNITS 56, 58 & 60**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 22<sup>nd</sup> day of October, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

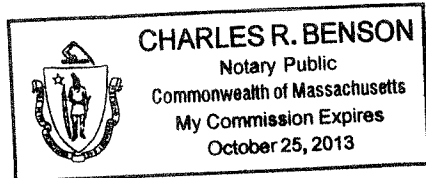
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 315 and Certificate of Good Standing recorded with said Deeds in Book 57792, Page 297.

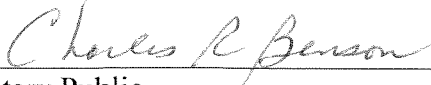
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

October 22, 2012

On this 22<sup>nd</sup> day of October, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was known to notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.



  
Notary Public  
My Commission Expires: October 25, 2013

## **EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF BUILDINGS:**

#### **PHASE XVIII, UNITS 56, 58 & 60:**

PHASE XVIII: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 56, Unit 58, and Unit 60 Graystone Circle.

#### **FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XVIII:**

Unit 56 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 1,955 square feet.

Unit 58 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 1,944 square feet.

Unit 60 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 1,955 square feet.

**EXHIBIT "B" CONTINUED**

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2547                                    | Front Door, Garage, and Deck                              | 2.29%                                                         |
| 4                | Phase V          | C-1       | 2514                                    | Front Door, Garage, and Deck                              | 2.24%                                                         |
| 5                | Phase I          | C         | 2576                                    | Front Door, Garage, and Deck                              | 2.37%                                                         |
| 6                | Phase IV         | B         | 2176                                    | Front Door, Garage, and Deck                              | 2.26%                                                         |
| 7                | Phase I          | C-1       | 2518                                    | Front Door, Garage, and Deck                              | 2.06%                                                         |
| 8                | Phase IV         | C-mid     | 2658                                    | Front Door, Garage, and Deck                              | 2.38%                                                         |
| 9                | Phase VI         | C         | 2637                                    | Front Door, Garage, and Deck                              | 2.19%                                                         |
| 10               | Phase IV         | C         | 2634                                    | Front Door, Garage, and Deck                              | 2.81%                                                         |
| 11               | Phase VI         | C-1       | 2509                                    | Front Door, Garage, and Deck                              | 2.10%                                                         |
| 12               | Phase IX         | C         | 2698                                    | Front Door, Garage, and Deck                              | 2.68%                                                         |
| 14               | Phase IX         | C-1       | 2640                                    | Front Door, Garage, and Deck                              | 2.45%                                                         |
| 16               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 2.61%                                                         |
| 18               | Phase XII        | C-mid     | 2675                                    | Front Door, Garage, and Deck                              | 2.40%                                                         |
| 20               | Phase XII        | B         | 2185                                    | Front Door, Garage, and Deck                              | 2.74%                                                         |
| 21               | Phase VIII       | B         | 2186                                    | Front Door, Garage, and Deck                              | 0.44%                                                         |

|         |            |       |       |                                    |       |
|---------|------------|-------|-------|------------------------------------|-------|
| 21 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 0.44% |
| 22      | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.31% |
| 23      | Phase VIII | C-mid | 2685  | Front Door,<br>Garage, and<br>Deck | 2.09% |
| 23 Pond | Phase XVI  | D-mid | 2,213 | Front Door,<br>Garage, and<br>Deck | 1.66% |
| 24      | Phase XI   | B-1   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.21% |
| 25      | Phase VIII | C     | 2583  | Front Door,<br>Garage, and<br>Deck | 2.52% |
| 25 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 1.73% |
| 26      | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 2.26% |
| 27      | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 1.79% |
| 28      | Phase II   | B     | 2179  | Front Door,<br>Garage, and<br>Deck | 2.35% |
| 29      | Phase XIV  | D-mid | 2213  | Front Door,<br>Garage, and<br>Deck | 0.44% |
| 30      | Phase II   | C-mid | 2639  | Front Door,<br>Garage, and<br>Deck | 2.24% |
| 31      | Phase XIV  | D     | 2197  | Front Door,<br>Garage, and<br>Deck | 1.73% |
| 32      | Phase II   | C     | 2646  | Front Door,<br>Garage, and<br>Deck | 2.78% |
| 34      | Phase III  | B     | 2176  | Front Door,<br>Garage, and<br>Deck | 2.34% |
| 36      | Phase III  | C     | 2559  | Front Door,<br>Garage, and<br>Deck | 2.31% |
| 37      | Phase VII  | C-1   | 2518  | Front Door,<br>Garage, and<br>Deck | 2.43% |

|    |             |       |       |                                    |       |
|----|-------------|-------|-------|------------------------------------|-------|
| 38 | Phase X     | C     | 2640  | Front Door,<br>Garage, and<br>Deck | 2.62% |
| 39 | Phase VII   | C     | 2566  | Front Door,<br>Garage, and<br>Deck | 2.62% |
| 40 | Phase X     | C-mid | 2680  | Front Door,<br>Garage, and<br>Deck | 2.24% |
| 42 | Phase X     | C     | 2601  | Front Door,<br>Garage, and<br>Deck | 2.29% |
| 44 | Phase XVII  | C     | 2,666 | Front Door,<br>Garage, and<br>Deck | 2.57% |
| 46 | Phase XVII  | C-mid | 2,688 | Front Door,<br>Garage, and<br>Deck | 2.30% |
| 48 | Phase XVII  | C     | 2,581 | Front Door,<br>Garage, and<br>Deck | 2.50% |
| 49 | Phase XIII  | C     | 2580  | Front Door,<br>Garage, and<br>Deck | 2.56% |
| 51 | Phase XIII  | B     | 2289  | Front Door,<br>Garage, and<br>Deck | 0.44% |
| 53 | Phase XIII  | C     | 2580  | Front Door,<br>Garage, and<br>Deck | 2.18% |
| 56 | Phase XVIII | A     | 1,955 | Front Door,<br>Garage, and<br>Deck | 1.91% |
| 58 | Phase XVIII | A-mid | 1,944 | Front Door,<br>Garage, and<br>Deck | 1.91% |

|     |             |   |       |                                           |       |
|-----|-------------|---|-------|-------------------------------------------|-------|
| 60  | Phase XVIII | A | 1,955 | Front Door,<br>Garage, and<br>Deck        | 1.93% |
| 261 | Phase XV    | G | 2,321 | Front Door,<br>Garage, and<br>Patio       | 2.12% |
| 263 | Phase XV    | F | 2,447 | Front Door,<br>Garage, Deck,<br>and Patio | 2.15% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

## EXHIBIT "C"

### GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST

| UNIT DESIGNATION    | PROPORTIONATE INTEREST<br>OF UNIT IN COMMON AREAS<br>AND FACILITIES |
|---------------------|---------------------------------------------------------------------|
| 2 (Phase V)         | 2.29%                                                               |
| 4 (Phase V)         | 2.24%                                                               |
| 5 (Phase I)         | 2.37%                                                               |
| 6 (Phase IV)        | 2.26%                                                               |
| 7 (Phase I)         | 2.06%                                                               |
| 8 (Phase IV)        | 2.38%                                                               |
| 9 (Phase VI)        | 2.19%                                                               |
| 10 (Phase IV)       | 2.81%                                                               |
| 11 (Phase VI)       | 2.10%                                                               |
| 12 (Phase IX)       | 2.68%                                                               |
| 14 (Phase IX)       | 2.45%                                                               |
| 16 (Phase XII)      | 2.61%                                                               |
| 18 (Phase XII)      | 2.40%                                                               |
| 20 (Phase XII)      | 2.74%                                                               |
| 21 (Phase VIII)     | 0.44%                                                               |
| 21 Pond (Phase XVI) | 0.44%                                                               |
| 22 (Phase XI)       | 2.31%                                                               |
| 23 (Phase VIII)     | 2.09%                                                               |
| 23 Pond (Phase XVI) | 1.66%                                                               |
| 24 (Phase XI)       | 2.21%                                                               |
| 25 (Phase VIII)     | 2.52%                                                               |
| 25 Pond (Phase XVI) | 1.73%                                                               |
| 26 (Phase XI)       | 2.26%                                                               |
| 27 (Phase XIV)      | 1.79%                                                               |
| 28 (Phase II)       | 2.35%                                                               |
| 29 (Phase XIV)      | 0.44%                                                               |
| 30 (Phase II)       | 2.24%                                                               |
| 31 (Phase XIV)      | 1.73%                                                               |
| 32 (Phase II)       | 2.78%                                                               |

|                  |       |
|------------------|-------|
| 34 (Phase III)   | 2.34% |
| 36 (Phase III)   | 2.31% |
| 37 (Phase VII)   | 2.43% |
| 38 (Phase X)     | 2.62% |
| 39 (Phase VII)   | 2.62% |
| 40 (Phase X)     | 2.24% |
| 42 (Phase X)     | 2.29% |
| 44 (Phase XVII)  | 2.57% |
| 46 (Phase XVII)  | 2.30% |
| 48 (Phase XVII)  | 2.50% |
| 49 (Phase XIII)  | 2.56% |
| 51 (Phase XIII)  | 0.44% |
| 53 (Phase XIII)  | 2.18% |
| 56 (Phase XVIII) | 1.91% |
| 58 (Phase XVIII) | 1.91% |
| 60 (Phase XVIII) | 1.93% |
| 261 (Phase XV)   | 2.12% |
| 263 (Phase XV)   | 2.15% |



**GRAYSTONE AT WINCHESTER CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**TO ADD PHASE XIX, UNITS 50, 52 & 54**

This Amendment to the Master Deed of the Graystone at Winchester Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 316, as amended of record to date.

**WITNESSETH THAT:**

**WHEREAS**, Duffy Realty LLC, did by said Master Deed, as the Declarant thereof, create the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, a condominium situated in Winchester, Middlesex County, Massachusetts; and

**WHEREAS**, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

**WHEREAS**, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE XIX, UNITS 50, 52 & 54**.

**NOW THEREFORE**, Duffy Realty LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Buildings and the Units contained therein, and the improvements shown as **PHASE XIX, UNITS 50, 52 & 54** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE XIX, UNITS 50, 52 & 54** of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, and does hereby include said **PHASE XIX, UNITS 50, 52 & 54** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE XIX, UNITS 50, 52 & 54** shall be subject to and shall have the benefit

50, 52, 54  
 Graystone Units, Winchester, MA.  
 SET PLANNING / 813 OF 2012

of the provisions of said Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE XIX, UNITS 50, 52 & 54** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**II. DESCRIPTION OF BUILDINGS IN PHASE XIX, UNITS 50, 52 & 54:**

A description of the Building at **PHASE XIX, UNITS 50, 52 & 54** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE XIX, UNITS 50, 52 & 54** are shown on the revised site plan recorded with said Deeds in Plan Book 2012, Plan 539.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE XIX, UNITS 50, 52 & 54:**

The designation of each Unit in **PHASE XIX, UNITS 50, 52 & 54** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, under Declaration of Trust dated September 14, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 55372, Page 378.

**V. FLOOR PLANS OF UNITS:**

Simultaneously with the recording hereof, in Plan Book 2012, Plan 873, there has been recorded a set of the floor plans of the Building in **PHASE XIX, UNITS 50, 52 & 54** showing the layout, location, Unit numbers and dimensions of the Units in **PHASE XIX, UNITS 50, 52 & 54** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit numbers

and dimensions of the Units in **PHASE XIX, UNITS 50, 52 & 54**, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this Amendment of the Master Deed, **PHASE XIX, UNITS 50, 52 & 54** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

**VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:**

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE XIX, UNITS 50, 52 & 54**, as well as the previously created phases of the Condominium.

**VIII. AMENDMENTS OF MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

**IX. ORGANIZATION OF UNIT OWNERS:**

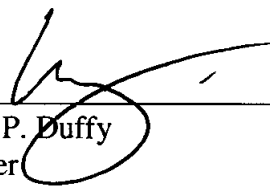
The Condominium will be managed and regulated by Duffy Realty LLC, as set forth in Section IX of said Master Deed.

**X. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE XIX, UNITS 50, 52 & 54** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of the **GRAYSTONE AT WINCHESTER CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of the **GRAYSTONE AT WINCHESTER CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE XIX, UNITS 50, 52 & 54** and the Units and Common Areas and Facilities included in **PHASE XIX, UNITS 50, 52 & 54**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 30<sup>th</sup> day of November, 2012.

DUFFY REALTY LLC

  
By: Kevin P. Duffy  
Its: Member

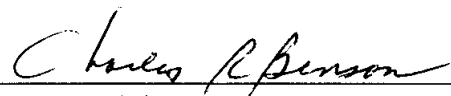
For authority see Manager's Certificate recorded with the Middlesex South District Registry of Deeds in Book 60601, Page 516 and Certificate of Good Standing recorded with said Deeds in Book 60601, Page 517.

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

November 30, 2012

On this 30<sup>th</sup> day of November, 2012, before me, the undersigned notary public, personally appeared Kevin P. Duffy, proved to me through satisfactory evidence of identification, which was Known to Notary, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Duffy Realty LLC, Declarant of the Graystone at Winchester Condominium Association.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: October 25, 2013

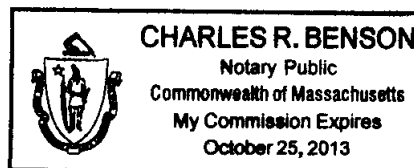


**EXHIBIT "A"**

Incorporated by reference into and made a part of the Amendment to the Master Deed of the Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

**DESCRIPTION OF BUILDINGS:**

**PHASE XIX, UNITS 50, 52 & 54:**

PHASE XIX: There is currently one (1) Building on the Land. The Building is a two and one half (2½) story structure with a poured concrete basement. The Building is fiber cement sided. The floor joists and roof joists are wood. The roofs are 30 year architectural shingles. The building contains Unit 50, Unit 52, and Unit 54 Graystone Circle.

**FUTURE PHASES:**

If all of the contemplated future Phases are constructed and added to the Condominium, there will be nineteen (19) Buildings. The Buildings will be two and two and one half story structures with basements and attics. The Buildings will be fiber cement sided or wood. The floor joists and the roof joists will be wood. The roofs will be 30 year architectural shingles.

## **EXHIBIT "B"**

Incorporated by reference into and made a part of the Master Deed of Graystone at Winchester Condominium, Winchester, Middlesex County, Massachusetts

### **DESCRIPTION OF UNITS**

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

#### **PHASE XIX:**

Unit 50 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 1,955 square feet.

Unit 52 consists of 2 bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 1,973 square feet.

Unit 54 consists of 2 Bedrooms, 2.5 Baths, Kitchen, Dining Room, Living Room, Second Floor Loft, and an unfinished basement. It is approximately 1,955 square feet.

## EXHIBIT "B" CONTINUED

| UNIT DESIGNATION | LOCATION OF UNIT | UNIT TYPE | APPROXIMATE AREA OF UNIT IN SQUARE FEET | PORTION OF UNIT THROUGH WHICH COMMON AREA MAY BE ACCESSED | PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES |
|------------------|------------------|-----------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| 2                | Phase V          | C         | 2,547                                   | Front Door, Garage, and Deck                              | 2.20%                                                         |
| 4                | Phase V          | C-1       | 2,514                                   | Front Door, Garage, and Deck                              | 2.15%                                                         |
| 5                | Phase I          | C         | 2,576                                   | Front Door, Garage, and Deck                              | 2.28%                                                         |
| 6                | Phase IV         | B         | 2,176                                   | Front Door, Garage, and Deck                              | 2.17%                                                         |
| 7                | Phase I          | C-1       | 2,518                                   | Front Door, Garage, and Deck                              | 1.98%                                                         |
| 8                | Phase IV         | C-mid     | 2,658                                   | Front Door, Garage, and Deck                              | 2.28%                                                         |
| 9                | Phase VI         | C         | 2,637                                   | Front Door, Garage, and Deck                              | 2.10%                                                         |
| 10               | Phase IV         | C         | 2,634                                   | Front Door, Garage, and Deck                              | 2.69%                                                         |
| 11               | Phase VI         | C-1       | 2,509                                   | Front Door, Garage, and Deck                              | 2.01%                                                         |
| 12               | Phase IX         | C         | 2,698                                   | Front Door, Garage, and Deck                              | 2.57%                                                         |
| 14               | Phase IX         | C-1       | 2,640                                   | Front Door, Garage, and Deck                              | 2.35%                                                         |
| 16               | Phase XII        | B         | 2,185                                   | Front Door, Garage, and Deck                              | 2.50%                                                         |
| 18               | Phase XII        | C-mid     | 2,675                                   | Front Door, Garage, and Deck                              | 2.30%                                                         |
| 20               | Phase XII        | B         | 2,185                                   | Front Door, Garage, and Deck                              | 2.63%                                                         |
| 21               | Phase VIII       | B         | 2,186                                   | Front Door, Garage, and Deck                              | 0.42%                                                         |

|         |            |       |       |                                    |       |
|---------|------------|-------|-------|------------------------------------|-------|
| 21 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 0.42% |
| 22      | Phase XI   | B     | 2,183 | Front Door,<br>Garage, and<br>Deck | 2.21% |
| 23      | Phase VIII | C-mid | 2,685 | Front Door,<br>Garage, and<br>Deck | 2.00% |
| 23 Pond | Phase XVI  | D-mid | 2,213 | Front Door,<br>Garage, and<br>Deck | 1.59% |
| 24      | Phase XI   | B-l   | 2,295 | Front Door,<br>Garage, and<br>Deck | 2.12% |
| 25      | Phase VIII | C     | 2,583 | Front Door,<br>Garage, and<br>Deck | 2.42% |
| 25 Pond | Phase XVI  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 1.66% |
| 26      | Phase XI   | B     | 2,368 | Front Door,<br>Garage, and<br>Deck | 2.17% |
| 27      | Phase XIV  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 1.72% |
| 28      | Phase II   | B     | 2,179 | Front Door,<br>Garage, and<br>Deck | 2.26% |
| 29      | Phase XIV  | D-mid | 2,213 | Front Door,<br>Garage, and<br>Deck | 0.42% |
| 30      | Phase II   | C-mid | 2,639 | Front Door,<br>Garage, and<br>Deck | 2.15% |
| 31      | Phase XIV  | D     | 2,197 | Front Door,<br>Garage, and<br>Deck | 1.66% |
| 32      | Phase II   | C     | 2,646 | Front Door,<br>Garage, and<br>Deck | 2.66% |
| 34      | Phase III  | B     | 2,176 | Front Door,<br>Garage, and<br>Deck | 2.24% |
| 36      | Phase III  | C     | 2,559 | Front Door,<br>Garage, and<br>Deck | 2.22% |
| 37      | Phase VII  | C-l   | 2,518 | Front Door,<br>Garage, and<br>Deck | 2.33% |

|    |            |       |       |                                    |       |
|----|------------|-------|-------|------------------------------------|-------|
| 38 | Phase X    | C     | 2,640 | Front Door,<br>Garage, and<br>Deck | 2.51% |
| 39 | Phase VII  | C     | 2,566 | Front Door,<br>Garage, and<br>Deck | 2.51% |
| 40 | Phase X    | C-mid | 2,680 | Front Door,<br>Garage, and<br>Deck | 2.14% |
| 42 | Phase X    | C     | 2,601 | Front Door,<br>Garage, and<br>Deck | 2.19% |
| 44 | Phase XVII | C     | 2,666 | Front Door,<br>Garage, and<br>Deck | 2.47% |
| 46 | Phase XVII | C-mid | 2,688 | Front Door,<br>Garage, and<br>Deck | 2.21% |
| 48 | Phase XVII | C     | 2,581 | Front Door,<br>Garage, and<br>Deck | 2.40% |
| 49 | Phase XIII | C     | 2,580 | Front Door,<br>Garage, and<br>Deck | 2.45% |
| 50 | Phase XIX  | A     | 1,955 | Front Door,<br>Garage, and<br>Deck | 1.88% |
| 51 | Phase XIII | B     | 2,289 | Front Door,<br>Garage, and<br>Deck | 0.42% |
| 52 | Phase XIX  | A-mid | 1,973 | Front Door,<br>Garage, and<br>Deck | 1.80% |
| 53 | Phase XIII | C     | 2,580 | Front Door,<br>Garage, and<br>Deck | 2.09% |

|     |             |       |       |                                           |       |
|-----|-------------|-------|-------|-------------------------------------------|-------|
| 54  | Phase XIX   | A     | 1,955 | Front Door,<br>Garage, and<br>Deck        | 0.42% |
| 56  | Phase XVIII | A     | 1,955 | Front Door,<br>Garage, and<br>Deck        | 1.83% |
| 58  | Phase XVIII | A-mid | 1,944 | Front Door,<br>Garage, and<br>Deck        | 1.83% |
| 60  | Phase XVIII | A     | 1,955 | Front Door,<br>Garage, and<br>Deck        | 1.85% |
| 261 | Phase XV    | G     | 2,321 | Front Door,<br>Garage, and<br>Patio       | 2.03% |
| 263 | Phase XV    | F     | 2,447 | Front Door,<br>Garage, Deck,<br>and Patio | 2.07% |

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

**EXHIBIT "C"****GRAYSTONE AT WINCHESTER CONDOMINIUM PERCENTAGE INTEREST**

| <b>UNIT DESIGNATION</b> | <b>PROPORTIONATE INTEREST<br/>OF UNIT IN COMMON AREAS<br/>AND FACILITIES</b> |
|-------------------------|------------------------------------------------------------------------------|
| 2 (Phase V)             | 2.20%                                                                        |
| 4 (Phase V)             | 2.15%                                                                        |
| 5 (Phase I)             | 2.28%                                                                        |
| 6 (Phase IV)            | 2.17%                                                                        |
| 7 (Phase I)             | 1.98%                                                                        |
| 8 (Phase IV)            | 2.28%                                                                        |
| 9 (Phase VI)            | 2.10%                                                                        |
| 10 (Phase IV)           | 2.69%                                                                        |
| 11 (Phase VI)           | 2.01%                                                                        |
| 12 (Phase IX)           | 2.57%                                                                        |
| 14 (Phase IX)           | 2.35%                                                                        |
| 16 (Phase XII)          | 2.50%                                                                        |
| 18 (Phase XII)          | 2.30%                                                                        |
| 20 (Phase XII)          | 2.63%                                                                        |
| 21 (Phase VIII)         | 0.42%                                                                        |
| 21 Pond (Phase XVI)     | 0.42%                                                                        |
| 22 (Phase XI)           | 2.21%                                                                        |
| 23 (Phase VIII)         | 2.00%                                                                        |
| 23 Pond (Phase XVI)     | 1.59%                                                                        |
| 24 (Phase XI)           | 2.12%                                                                        |
| 25 (Phase VIII)         | 2.42%                                                                        |
| 25 Pond (Phase XVI)     | 1.66%                                                                        |
| 26 (Phase XI)           | 2.17%                                                                        |
| 27 (Phase XIV)          | 1.72%                                                                        |
| 28 (Phase II)           | 2.26%                                                                        |
| 29 (Phase XIV)          | 0.42%                                                                        |
| 30 (Phase II)           | 2.15%                                                                        |
| 31 (Phase XIV)          | 1.66%                                                                        |
| 32 (Phase II)           | 2.66%                                                                        |

|                  |       |
|------------------|-------|
| 34 (Phase III)   | 2.24% |
| 36 (Phase III)   | 2.22% |
| 37 (Phase VII)   | 2.33% |
| 38 (Phase X)     | 2.51% |
| 39 (Phase VII)   | 2.51% |
| 40 (Phase X)     | 2.14% |
| 42 (Phase X)     | 2.19% |
| 44 (Phase XVII)  | 2.47% |
| 46 (Phase XVII)  | 2.21% |
| 48 (Phase XVII)  | 2.40% |
| 49 (Phase XIII)  | 2.45% |
| 50 (Phase XIX)   | 1.88% |
| 51 (Phase XIII)  | 0.42% |
| 52 (Phase XIX)   | 1.80% |
| 53 (Phase XIII)  | 2.09% |
| 54 (Phase XIX)   | 0.42% |
| 56 (Phase XVIII) | 1.83% |
| 58 (Phase XVIII) | 1.83% |
| 60 (Phase XVIII) | 1.85% |
| 261 (Phase XV)   | 2.03% |
| 263 (Phase XV)   | 2.07% |