

S H A D O W B R O O K  
C O N D O M I N I U M

SHADOWBROOK LANE and KENNEDY LANE  
MILFORD, MASSACHUSETTS

CONDOMINIUM DOCUMENTS

From the office of:  
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AMENDMENTS TO THE MASTER DEED OF  
SHADOWBROOK CONDOMINIUM

LEWIS J. BUSCONI, Declarant of the Master Deed of Shadowbrook Condominium dated August 10, 1982, recorded with the Registry of Deeds for the Worcester District of Worcester County on August 11, 1982, as Instrument Number 28543 in Book 7530, Page 119, being the owner of all the Units in said Condominium and entitled by reason thereof to more than sixty-seven percent (67%) of the undivided interests in the common areas and facilities, and LEWIS J. BUSCONI, PUKHRAJ MATHUR, and ANGIE TURCHI, being all of the Trustees of the Shadowbrook Condominium Trust under a Declaration of Trust dated August 10, 1982, recorded with said Deeds on August 11, 1982, as Instrument Number 28544 in Book 7530, Page 137, pursuant to the provisions of Section 12 of Master Deed, hereby AMEND said Master Deed as follows:

1. In Section 1, by substituting a comma in place of the period after the name "Shadowbrook Condominium" and by adding thereto the words "hereinafter referred to as 'the Condominium'".

2. In Section 2, in the fifth line of Paragraph (a), after the word "buildings" and before the word "thereon" by inserting the words "and improvements".

3. In Section 4, after the second sentence ending in the eleventh line, by inserting the following sentence:

"Each Unit shall have as an appurtenance thereto the exclusive right and easement to use the storage bin (in a storage area shown on the Floor Plans hereinafter mentioned in Section 6 and on the Floor Plans to be recorded with an amendment to this Master Deed establishing any Phase subsequent to Phase I) identified on the premises by the number of the Unit to which it is assigned, such identification being a function of the

Trustees of Shadowbrook Condominium Trust, hereinafter mentioned in Section 13, within their powers as set forth in Article V, Section 5.1, of said Trust".

4. In Section 4, at the end of the third line of Paragraph (d), by adding the words "and the interior unfinished surface of the door frames".

5. In Section 5, at the end of Paragraph (a), by substituting a comma in place of the semi-colon after the word "existing" and by adding thereto the words "and all rights, easements, restrictions, and agreements of record insofar as the same are now in force and applicable thereto".

6. In Section 5, in the second full paragraph on Page 6 which begins with the words "Until the recording of an amendment...", in the fifth and sixth lines and again in the eighth line there shall be stricken therefrom and hereby deleted the words "the common elements of".

7. In Section 7, at the end thereof, by adding the following:  
 "For the purposes of determining such ratable shares of the costs of maintenance and repair in accordance with their respective interests therein, the Trustees and such Record Owner shall be guided by the following prima facie allocation:

<u>Condominium Phases</u>	<u>Clause (a)</u>	<u>Clause (b)</u>
I	7.0%	93.0%
I and II	15.0%	85.0%
I thru III	26.0%	74.0%
I thru IV	37.0%	63.0%
I thru V	48.0%	52.0%
I thru VI	64.0%	36.0%
I thru VII	80.0%	20.0%
I thru VIII	100.0%	.0%

8. In Section 11, at the end of the first paragraph, before subparagraph (a), by adding the following sentence:

"All taxes and other assessments relating to the property in later phases, covering any period prior to the inclusion of such property in the Condominium, must be paid or otherwise satisfactorily provided for by the Declarant."



AMENDMENTS TO THE DECLARATION OF  
SHADOWBROOK CONDOMINIUM TRUST

LEWIS J. BUSCONI, PUKHRAJ MATHUR, and ANGIE TURCHI, as we are Trustees of Shadowbrook Condominium Trust under a Declaration of Trust dated August 10, 1982, recorded on August 11, 1982, in the Registry of Deeds for the Worcester District of Worcester County as Instrument Number 28544 in Book 7530, Page 137, and LEWIS J. BUSCONI, Declarant of the Master Deed of Shadowbrook Condominium dated August 10, 1982, recorded on August 11, 1982, with said Deeds as Instrument Number 28543 in Book 7530, Page 119, being the owner of all the Units in said Condominium and entitled by reason thereof to more than sixty-seven percent (67%) of the beneficial interest under the said Shadowbrook Condominium Trust, pursuant to the provisions of Article VII, Section 7.1 of said Trust, hereby AMEND said Declaration of Trust as follows:

1. In Section 3.3, at the end thereof, by adding the following sentence:

"The preceding sentence is subject to the rights of Lewis J. Busconi (or his nominee) set forth above in Section 3.1."

2. In Section 5.2, after the first sentence thereof, by inserting an additional sentence as follows:

"The Unit Owners shall be responsible also for the proper maintenance and repair of any common areas appurtenant to their respective Units over which they have exclusive rights."

3. In Section 5.4, in the seventh line from the end of Paragraph B, by striking out therefrom the words "may in their discretion" and by substituting in place thereof the word "shall".

4. In Section 8.3, in the second line, after the words "shall promptly report" by inserting the words "in writing".

5. In Section 5.7 in clause "F" by substituting a period in place of the comma after the words "fidelity bonds" and by striking out the words "if needed".

6. In Section 5.7, at the end of the next to last paragraph ending with the words "from such improvements" at the top of page 19, by adding the following sentence:

"Otherwise, such improvements will be deemed to be not insured."

7. In Section 5.8, at the end of Paragraph B, by adding the following sentence:

"Fifty-one percent (51%) of the beneficial interest hereunder shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Unit Owners may adopt."

Executed as a sealed instrument this 13th day of October, 1982.

*Lewis J. Busconi*  
Lewis J. Busconi, Trustee of Shadowbrook Condominium Trust

*Pukhraj Mathur*  
Pukhraj Mathur, Trustee of Shadowbrook Condominium Trust

*Angie Turchi*  
Angie Turchi, Trustee of Shadowbrook Condominium Trust

*Lewis J. Busconi*  
Lewis J. Busconi, Unit Owner

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK ss.

October 13, 1982

Then personally appeared the above named Lewis J. Busconi, ~~Pukhraj Mathur~~ and ~~Angie Turchi~~ and acknowledged the foregoing instrument subscribed by him to be his free act and deed before me

*Robert J. Hoffman*  
Robert J. Hoffman, Notary Public

My commission expires:  
November 26, 1981

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MASTER DEED  
OF  
SHADOWBROOK CONDOMINIUM

WORCESTER DISTRICT  
REGISTRY OF DEEDS  
BOOK 7530 PAGE 119

Lewis J. Busconi, of Southborough, Worcester County, Massachusetts, hereinafter called "the Declarant" being the sole owner of the premises now known as and numbered 1-19, 21, 23, 25, and 27 Shadowbrook Lane and 2,4,6, and 8 Kennedy Lane (formerly called Straight Circle), situated on the easterly side of Purchase Street in Milford, Worcester County, Massachusetts, hereinafter described in Section 2(a) below, intending to establish therein a condominium in eight phases as hereinafter described, defined and specified, by duly executing and recording this Master Deed, does hereby submit the portion thereof designated as Phase I, described below in Section 2(b), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and proposes to create and does hereby create a condominium of which Phase I is established by this Master Deed, to be governed by and subject to the provisions of said Chapter 183A, and to that end, declare and provide the following:

1. Name. The name of the condominium shall be:  
Shadowbrook Condominium.

2. Description of Land.

(a) The premises which will constitute all eight phases of the condominium (if, as, and when Phases II - VIII inclusive are added by amendments to this Master Deed duly recorded as hereinafter provided in Section 11) consist of the land with the buildings thereon situated in Milford, Worcester County, Massachusetts, bounded and described as follows:

WESTERLY: by Purchase Street, one hundred forty seven and 88/100 (147.88) feet;

NORTHERLY: by land of Gerbon and Sena Deboer and by land of P. Vincent & Hannah Ahearn, two hundred seventy eight and 24/100 (278.24) feet;

NORTHWESTERLY: by land of P. Vincent & Hannah Ahearn, one hundred ninety and 28/100 (190.28) feet;

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**NORTHEASTERLY:** by land of Vincent T. Arthur and W. Robinson Ahearn, one hundred forty four and 22/100 (144.22) feet;

**NORTHWESTERLY:** by land of Vincent T. Arthur and W. Robinson Ahearn, five hundred ninety eight and 63/100 (598.63) feet;

**NORTHERLY:** by land of the Town of Milford and by land of D'Amello, six hundred ninety two and 60/100 (692.60) feet;

**EASTERLY:** by land of Joseph D'Amello, one thousand five hundred thirty seven and 80/100 (1537.80) feet;

**SOUTHWESTERLY:** by land of Joseph Consigli, five hundred fifty four and 40/100 (554.40) feet;

**SOUTHEASTERLY:** by land of Joseph Consigli and by land of the Town of Milford three hundred fifty nine and 70/100 (359.70) feet;

**SOUTHERLY:** by land of the Town of Milford, two hundred twenty three and 7/100 (223.07) feet;

**WESTERLY:** by land of A. P. Fecha, by land of Ralph W. Canali, by land of Domenic J. Celozzi and by land of William G. Grillo, five hundred twenty nine and 46/100 (529.46) feet; and

**SOUTHERLY:** by land of William G. Grillo, one hundred eighty and 59/100 (180.59) feet.

The above described parcel of land contains 31.48 acres, more or less. All of said boundaries are shown on the Definitive Subdivision Plan of Shadowbrook Park in Milford, Mass., prepared by William F. Drake and Associates, dated June 10, 1963, and filed at the Worcester County Registry of Deeds as Plan 28 in Plan Book 285, and include therein all of Lots 1-67 inclusive on said Plan. For the Declarant's title, reference may be had to the Deed to him from Edward E. Ciccolini dated December 31, 1970, recorded with the Worcester District Registry of Deeds in Book 5086 Page 249.

(b) The premises which constitute Phase I of the Condominium consist of a portion of the premises described above in sub-paragraph (a), the building thereon being now known as and numbered 25-27 Shadowbrook Lane, said portion being bounded and described as follows:

**WESTERLY:** by Purchase Street, one hundred forty seven and 88/100 (147.88) feet;

**NORTHERLY:** by land of Garbon and Sena Deboer and by land of P. Vincent & Hannah Ahearn, two hundred seventy eight and 24/100 (278.24) feet;

**NORTHWESTERLY:** by land of P. Vincent & Hannah Ahearn, one hundred ninety and 20/100 (190.20) feet;

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NORTHEASTERLY: by land of Vincent T. Arthur and W. Robinson Ahearn, one hundred forty four and 22/100 (144.22) feet;

NORTHWESTERLY: by land of Vincent T. Arthur and W. Robinson Ahearn, one hundred seventy-four and 37/100 (174.37) feet;

NORTHERLY: by land shown as Phase II on the Site Plan mentioned below in Section 6(a) and recorded herewith, two hundred twenty-five (225) feet;

NORTHEASTERLY: by land shown as said Phase II on said Site Plan one hundred sixty-eight 22/100 (168.22) feet;

SOUTHEASTERLY: by the center line of Shadowbrook Lane as shown on said Site Plan, four hundred eighty-one 79/100 (481.79) feet;

EASTERLY: by a portion of Shadowbrook Lane as shown on said Site Plan, twenty (20) feet;

SOUTHERLY: by land shown as Phase VII on said Site Plan three hundred thirteen 54/100 (313.54) feet;

EASTERLY: by land shown as Phase VII on said Site Plan ninety-seven 70/100 (97.70) feet; and

SOUTHERLY: by land of William G. Grillo, one hundred eighty 59/100 (180.59) feet.

Containing 143,794 square feet, more or less, according to said Plan.

(c) Each of the proposed eight phases included within the description of sub-paragraph (a) is designated as such on the Site Plan hereinafter mentioned in Section 6. Whenever an amendment to this Master Deed is recorded whereby a phase of the condominium subsequent to Phase I is established, a further and more particular description of such subsequent phase will be included in such amendment.

3. Description of Building in Phase I. There is one building (the "Building") on the land described in Section 2(b) above, and it contains twenty-four (24) units. Until the amendment of the Master Deed as hereinafter provided to create a subsequent phase or phases of the Condominium, the Units of the Condominium shall be only those included within the Building of Phase I as shown on the Condominium Site Plan mentioned in Section 6 and recorded herewith. The Building consists of three floors on a concrete slab foundation. The interior joists

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and studs are wood. Interior walls are plaster or gypsum. The exterior is brick veneer with stucco trim. The mansard is shingled, and the roof is asphalt-coated.

4. Designation of Units and Their Boundaries. The Condominium Units (hereinafter referred to as "the Units" and meaning thereby the Units in Phase I and any subsequent Phase added by amendment as hereinafter provided) and the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, and other descriptive specifications thereof, as to Phase I are set forth in Exhibit A attached hereto and incorporated herein by reference. The ownership of each Unit shall include the heating, hot water, plumbing, waste removal, electrical, and air conditioning equipment contained within and serving only such Unit. Each Unit shall have as an appurtenance thereto the exclusive right and easement to use the balcony (or patio) to which such Unit has access as shown on the Plans hereinafter mentioned in Section 6 and on the Floor Plans to be recorded with an amendment to this Master Deed establishing any Phase subsequent to Phase I. The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (a) Floors: The upper surface of the subflooring.
- (b) Ceilings: The plane of the lower surface of the ceiling joists or, in the case of portions of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Interior Building Walls: The plane of the surface facing such Unit of the wall studs.
- (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof, and as to windows, the exterior surfaces of the glass and of the window frames.

5. Common Areas and Facilities. With respect to Phase I of the Condominium established by this Master Deed, and with respect to any subsequent Phase of the Condominium included by

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SECTION 0000, 21166  
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an amendment to this Master Deed as provided below in Section 11, the common areas and facilities of the Condominium (hereinafter referred to as "the common elements") consist of:

- (a) the land of which each such Phase consists, including recreational facilities thereon and all facilities for the parking of motor vehicles with access thereto and egress therefrom in and over Shadowbrook Lane and Kennedy Lane (excluding the temporary turn-around) as shown on the Site Plan hereinafter mentioned as built and now existing;
- (b) the foundation, structural columns, girders, beams, supports, exterior walls, and roof of the Building, entrances and exits of the Building, and common walls within the Building;
- (c) the exterior entrance walks and steps, the entrance doors and lobbies, vestibules, halls and corridors serving more than one Unit and the mail boxes, closets, fire extinguishers and other facilities therein, and stairways not located wholly within a unit;
- (d) installations of central services such as power, light, fuel, hot and cold water, heating, cooling, and waste disposal, including all equipment attendant thereto, but not any such wholly within a Unit and serving only said Unit;
- (e) all conduits, chutes, ducts, plumbing, wiring, cables, flues, pipes, and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement for continuance thereof and an easement of access thereto for maintenance, repair, and replacement as aforesaid;
- (f) the boiler rooms, laundry rooms, utility areas, clubhouse, swimming pool, and storage areas, if any there be in the Building;

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- (g) areas designated as common, if any, on the Floor Plan hereinafter mentioned in Section 6;
- (h) the right to use in common with all others lawfully entitled thereto the facilities described below in Section 7 in accordance with provisions thereof;
- (i) such additional common areas and facilities as may be defined in Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities which, as to Phase I, shall be in the percentages set forth opposite each Unit in the schedule thereof attached hereto as Exhibit B and incorporated herein by reference.

Until the recording of an amendment to this Master Deed establishing a subsequent Phase of the Condominium in accordance with Section 11 below, the land and buildings of any such subsequent Phase as shown on the Site Plan, hereinafter mentioned in Section 6, are hereby specifically excluded from the common elements of the Condominium but nevertheless subject to (and with the benefit of) the rights and easements provided in Section 7 below. They are to be included in the common elements of the Condominium only upon the recording of such amendment in accordance with said Section 11. If the Master Deed is not thus amended to create a subsequent Phase within seven (7) years from the date hereof, then the land and buildings of any such subsequent Phase not thus created by amendment to this Master Deed shall be then deemed to be ab initio not a part of the Condominium and not subject to the provisions of said Chapter 183A, and any interest therein of Unit owners in the Condominium (other than rights, easements, licenses and the like established by Section 7 hereof) shall terminate and shall re-vest in the Declarant herein or his successors in title to such subsequent Phases not thus created (but subject nevertheless to the said rights, easements, licenses and the like therein established under Section 7 hereof). Each Unit owner, by acceptance of the Deed to his Unit, such Unit owner's successors, heirs and assigns, and any mortgagee of a

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Unit or any holder of a lien thereon, shall by the acceptance of a Deed or conveyance of such Unit thereby irrevocably appoint the Declarant and his successors in title to the land shown as Phase II - VIII inclusive on the Site Plan hereinafter mentioned in Section 6 as his attorney to execute, acknowledge, and deliver any and all instruments necessary or appropriate to effectuate the preceding sentence, and each Unit owner further agrees thereby for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to accomplish the same.

6. Plans. The plans of the Condominium consist of a Site Plan and Floor Plans to be recorded herewith as follows:

- (a) Site Plan dated July 4, 1982, entitled "Site Plan Shadowbrook Condominium, Milford, Mass." by Selwyn & Kerwin Assoc. - Reg. Land Surveyors;
- (b) Floor Plans dated July 20, 1982, entitled "Shadowbrook Condominium Phase I, Purchase Street, Milford, Massachusetts" by Lucci Design Associates.

All of said plans show the layout, location, unit numbers, and dimension of Units as built, state that the buildings have no name, and bear the verified statement of a registered engineer or registered architect certifying that the plans fully and accurately depict the same.

7. Rights and Easements. There shall be appurtenant to the Units included in Phase I and the Units in each Phase of the Condominium subsequently established by amendment to this Master Deed duly recorded pursuant to Section 11 hereof, as part of the Common Elements, the right and easement in common with others lawfully entitled thereto to use the following facilities, utilities, and improvements as built and as now existing, located within or upon the premises described in Section 2(a): roads and driveways, and areas designated for the parking of motor vehicles; storm drains and other drainage conduits; water mains and lines; sewer mains and lines; machinery, equipment, conduits, ducts, pipes, poles, cables and wires for the production or transmission of heat, light, power, air, fuel, water and communication; swimming pool and clubhouse, tennis courts, and other recreational facilities, if any. As an

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appurtenance to, and for the benefit of, so much of the premises described in Section 2(a) as is at any time not yet part of the Condominium, the Declarant hereby reserves to himself and his heirs and assigns all and the same rights and easements above described in so much of said premises as is a part of the Condominium hereby established and as shown on the plan mentioned above in Section 2(a).

Maintenance and repair of the facilities above described in this Section 7 shall be the responsibility within their sole judgment and discretion of (a) the Trustees of the Shadowbrook Condominium Trust mentioned below in Section 13 (hereinafter referred to as "the Trustees") as to those facilities located within Phase I of the Condominium or any subsequent Phase included in the Condominium by amendment to this Master Deed pursuant to Section 11 hereof, and (b) the record owner of any part of the premises described in Section 2(a) not yet part of the Condominium by reason of such an amendment, as to those facilities located in such part or parts not yet thus a part of the Condominium. In every instance, both within clause (a) and within clause (b) above, the Trustees and such record owner shall share ratably in the cost of such maintenance and repair in accordance with their respective interests therein. Their agreement as to such sharing shall be binding and conclusive on all persons having any interest therein. Any disagreement as to such sharing shall be resolved by arbitration in accordance with the Rules of the American Arbitration Association. Such arbitration may be claimed by either party and any award therein shall be binding and conclusive on all persons having any interest therein and shall be enforceable in the Courts of the Commonwealth of Massachusetts as provided in the General Laws of the Commonwealth of Massachusetts.

8. Purposes. The purposes for which the Buildings and the Units and other facilities therein are intended to be used are as follows: Each of the Units, designated as shown on the Floor Plans herein above-mentioned, is intended to be used solely for residential purposes by not more than one family plus one other person or not more than a number of persons unrelated by blood

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or marriage equal to twice the number of bedrooms in such Unit, subject to the restrictions set forth in the following Section 9.

The Declarant herein may, until all of the said Units have been sold by said Declarant, (a) lease or rent Units which have not been sold, (b) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units, and (c) establish and maintain a sales office on the Condominium premises.

9. Restrictions on Use. Unless otherwise permitted by instrument in writing, duly executed by the Trustees of the Shadowbrook Condominium Trust, hereinafter mentioned, pursuant to provisions of the by-laws thereof,

- (a) no unit shall be used for any purpose other than a purpose permitted under Section 8 above;
- (b) no Unit shall be used for business activities of any nature whatever;
- (c) The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection (other than a Unit air conditioner), decoration, or any other feature shall be erected or placed upon or attached to any such Unit or any part thereof or any appurtenance thereto; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; but this subparagraph (c) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire;
- (d) the Units and common facilities shall not be used in any manner that is noxious or offensive or

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- unlawful or which constitutes a nuisance;
- (e) common household pets, such as dogs and cats, may be kept on the Condominium premises but not in such kind or numbers as to be noisome or offensive to any occupants of the Units; and the keeping of such pets shall be subject absolutely to whatever regulations and restrictions may be imposed by the Trustees of the Shadowbrook Condominium Trust in their sole judgment and discretion, including, without limiting the generality of the foregoing, the right on the part of the said Trustees to require the permanent removal from the Condominium premises of a pet deemed by them to be a nuisance; and
- (f) no unit shall be used or maintained in a manner contrary to or inconsistent with the by-laws of the Shadowbrook Condominium Trust and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Shadowbrook Condominium Trust as Trustees of the common areas and facilities, shall be enforceable only by said Trustees, and shall insofar as permitted by law be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section except such as occur during his or her ownership thereof.

10. Encroachments. In the event that any portion of the Common Elements encroaches upon any Unit or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of (i) the construction of the Building in which such Unit is located, or (ii) any alteration, addition, repair, or replacement, or (iii) any settling or shifting of said Building, an easement shall exist for such encroachment and continue so long as said Building stands.

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11. Phasing. The Declarant, for himself and his heirs and his successors in title to the land hereinafter described as Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII and Phase VIII, hereby reserves the right and shall have the right without the consent of any Unit Owner or any other person to amend this Master Deed so as to include in Shadowbrook Condominium Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII and Phase VIII thereof, all as shown on the Site Plan mentioned above in Section 6. pursuant to and in accordance with the provisions hereinafter set forth in this Section 11.

- (a) Phase II of Shadowbrook Condominium shall consist of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing thirty (30) Units.
- (b) Phase III of Shadowbrook Condominium shall consist of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing thirty-nine (39) Units.
- (c) Phase IV of Shadowbrook Condominium shall consist of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing thirty-nine (39) Units.
- (d) Phase V of Shadowbrook Condominium shall consist of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing thirty-six (36) Units.
- (e) Phase VI of Shadowbrook Condominium shall consist of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing sixty (60) Units.
- (f) Phase VII of Shadowbrook Condominium shall consist of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing sixty (60) Units.
- (g) Phase VIII of Shadowbrook Condominium shall consist

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of and include the premises designated as such and shown on the said Site Plan, including the land and the Building thereon containing seventy-two (72) Units.

- (h) Upon the recording in the Registry of Deeds where this Master Deed is recorded of an amendment to include any Phase subsequent to Phase I, together with Floor Plans of such subsequent Phase in the form required under said Chapter 183A of the General Laws, the Units in such subsequent Phase shall become Units of the Shadowbrook Condominium subject to and entitled to the benefit of all the definitions, facilities, rights, easements, reservations and restrictions provided in this Master Deed with respect to Phase I.
- (i) If the Declarant (or his lawfully entitled successors in title as aforesaid) has not so amended this Master Deed so as to include any one or more of the Phases subsequent to Phase I within seven (7) years after the date hereof, then the foregoing reserved rights shall terminate and be of no further effect with respect to any of said Phases not by then included in Shadowbrook Condominium by amendment to this Master Deed duly recorded.
- (j) The numbering of said Phases is for convenience only, and the Declarant (or his successors in title as aforesaid) may elect to include one or more of such Phases at the same time. Nothing herein shall be construed to obligate the Declarant to include any Phase subsequent to Phase I.
- (k) Each Unit in the Condominium in a Phase subsequent to Phase I shall be entitled to an undivided interest in the common areas and facilities in the percentage specified in the Amendment to this Master Deed establishing such subsequent Phase.

12. Amendments. This Master Deed may be otherwise amended by an instrument in writing (a) signed by the owners of Units entitled

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to sixty-seven percent (67%) or more of the undivided interests in the common areas and facilities; (b) signed and acknowledged by a majority of the Trustees of the Shadowbrook Condominium Trust; and (c) duly recorded with the Registry of Deeds for the Worcester District of Worcester County, PROVIDED HOWEVER, that:

- (a) the date on which any instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- (b) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;
- (c) no instrument of amendment (other than an instrument in accordance with Section 11 above) which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities, shall be of any force or effect unless the same has been signed by the Owners of all of the Units and said instrument is therein designated as an Amended Master Deed;
- (d) no instrument of amendment (other than an instrument in accordance with Section 11 above) affecting any Unit subject to a first mortgage of record thereon held by a bank, credit union, insurance company or other institutional lender, or a purchase money mortgage held by the Declarant of this Master Deed, shall be of any force or effect unless the same has been assented to by such holder; and
- (e) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

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ATTORNEYS AT LAW  
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SUITE 1200  
BOSTON, MASS 02109

13. Trust. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Shadowbrook Condominium Trust under a Declaration of Trust dated August 10, 1982, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The name and address of each original and present Trustee thereof (therein designated as the Trustees thereof) is as follows:

Lewis J. Busconi	2 Wood Street Hopkinton, Mass. 01748
Pukhraj Mathur	4 Savin Street Burlington, Mass. 01803
Angie Turchi	2 Wood Street Hopkinton, Mass. 01748

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

14. Validity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision were not included herein.

15. 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, regardless of the number of violations or breaches which may occur.

16. Captions. The titles and captions herein are inserted for reasons of convenience and reference only and do not in any way define, limit, or describe the scope of this Master Deed or the intent of any provision hereof.

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

WILLIAM A. HOFFMAN  
ATTORNEY AT LAW  
100 STATE STREET  
BOSTON, MASS. 02109  
617-552-1111

18. Applicable Law. The Units and common areas and facilities and the Unit Owners and Trustees of the Shadowbrook Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in the Declaration of Trust of the Shadowbrook Condominium Trust and the By-Laws set forth therein, shall be governed by provisions thereof with respect to common expenses, funds, and profits, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

IN WITNESS WHEREOF, the said Lewis J. Busconi hereunto sets his hand and seal this 10th day of August , 1982.

Lewis J. Busconi

COMMONWEALTH OF MASSACHUSETTS

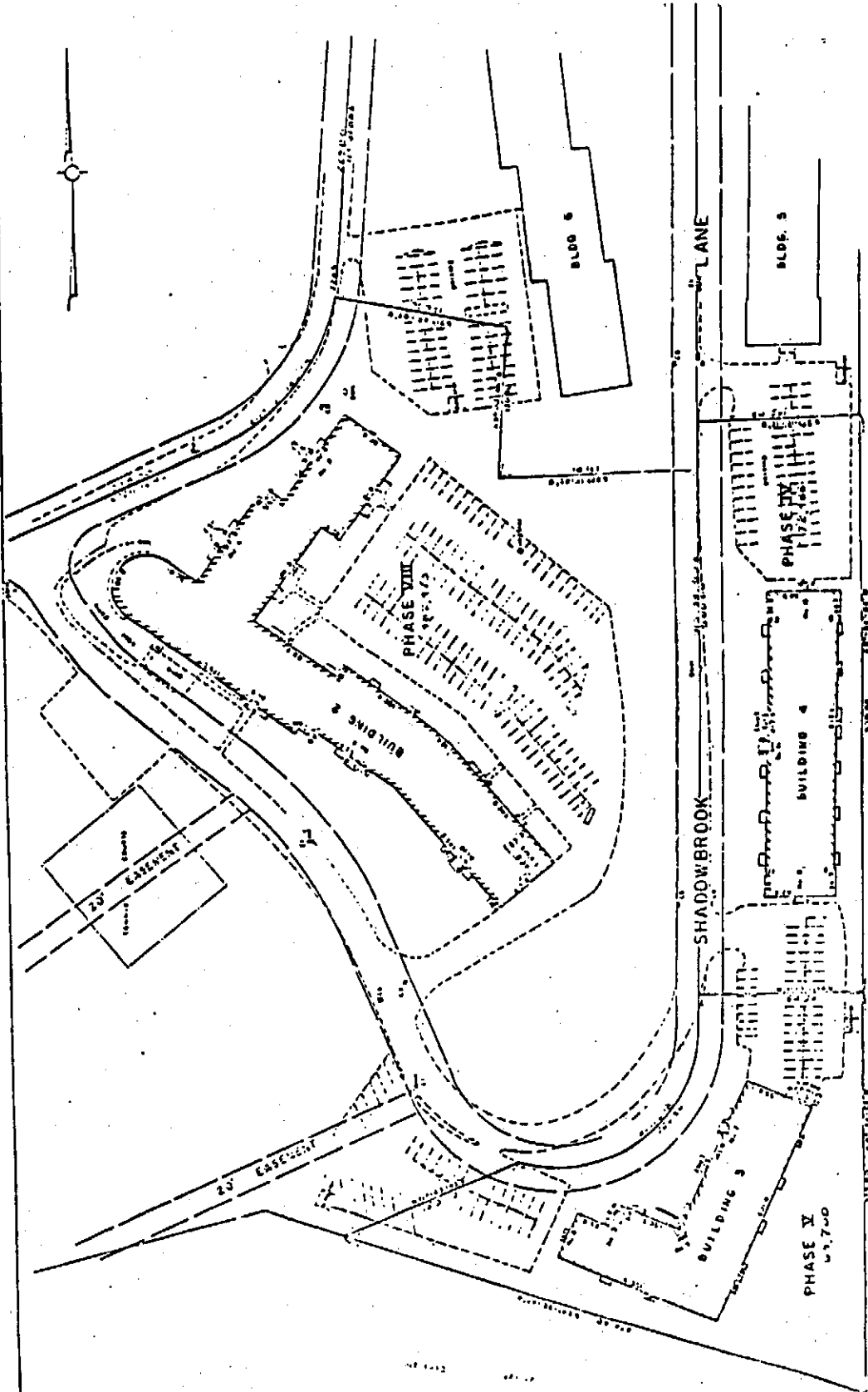
SUFFOLK, ss.

August 10 , 1982

Then personally appeared the above-named Lewis J. Busconi and acknowledged the foregoing instrument to be his free act and deed, before me

Robert J. Hoffman, Notary Public  
My commission expires: 11/26/82

HOFFMAN & HOFFMAN  
ATTORNEYS AT LAW  
100 STATE ST.  
SUITE 1000  
BOSTON, MASS. 02109  
617-552-1100



SITE PLAN  
 multi-phase construction  
**MILFORD, MASS.**  
 JULY 4, 1982  
 SCALE: 1" = 50'

NOTE: I certify that this plan has been prepared in conformity with the  
 rules and regulations of the Register of Deeds of the  
 Commonwealth of Massachusetts.



