



OAKRIDGE VILLAGE



MAPLEWOOD RESERVE

**CONDOMINIUM
DOCUMENTS**

**OAKRIDGE VILLAGE
MAPLEWOOD RESERVE
CONDOMINIUM**

- **MASTER DEED & DECLARATION OF TRUST**
 - **AMENDMENTS TO MASTER DEED**
 - **ORDERS OF CONDITIONS**

MASTER DEED

OF

OAKRIDGE VILLAGE - MAPLEWOOD RESERVE

PL 15336 & 15337

The undersigned VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a principal place of business at 231 Sutton Street, North Andover, Massachusetts 01845 (hereinafter with its successors and assigns called the "Declarant"), being the sole owner of the land off of Turnpike Street (Route 114) in North Andover, Massachusetts as more particularly described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended (hereinafter the "Act"), and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of the Act, and to that end declares and provides the following:

- 1. Name. The name of the Condominium shall be:

OAKRIDGE VILLAGE - MAPLEWOOD RESERVE.

- 2. Condominium Phasing. The Condominium may be developed as a phased Condominium, each phase of which may include one (1) or more residential buildings containing residential units (together with all other units subsequently added to the Condominium as part of future phases, are hereinafter referred to as the "Units"). Paragraph 18 hereof sets forth the procedures to add phases to the Condominium.

- 3. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is Oakridge Village - Maplewood Reserve Condominium Trust (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded with the Essex North District Registry of Deeds (the "Registry") herewith. Each Owner of a Unit in the Condominium (hereinafter referred to as a "Unit Owner" or "Owner") shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the common areas and facilities of the condominium (hereinafter the "Common Areas and Facilities") to which his Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee of the Condominium (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

Valley Realty Development, LLC
231 Sutton Street, Suite 1B
North Andover, MA 01845

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of the Act.

Return to:
Robert W. Levy, Esquire
Eckert Seamans Charin & Mellott, LLC
One International Place
Boston, MA 02110

Trust box

REC. MAR 16 PM 3:18
008491

4. Description of the Land. The land (hereinafter the "Land") which comprises the Condominium upon which the buildings and improvements are situated is located off of Turnpike Street (Route 114) in the Town of North Andover, Essex County, Massachusetts and is more fully described in Exhibit A attached hereto and made a part hereof. The Land and all improvements now or hereafter situated thereon are subject to the rights, easements, reservations and restrictions referred to in Exhibit A.

5. Description of the Buildings. The building(s) (hereinafter the "Building" or "Buildings") included (or initially to be phased into the Condominium) in the Condominium are shown on a certain plan entitled "Condominium Site Plan - Phase I, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", Dated: March 13, 2006, by Merrimack Engineering Services (hereinafter the "Condominium Site Plan") filed with the Registry as Plan No. 15336 and are described in Exhibit B attached hereto and hereby made a part hereof. Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 18 hereof. The Condominium is to be comprised of two (2) areas: Oakridge Village and Maplewood Reserve. It is intended that (i) Oakridge Village will contain: one hundred ninety one (191) one and two bedroom Units in four (4) garden style Buildings, two of which Buildings to contain motor vehicle parking garages; and a Community Building; and (ii) Maplewood Reserve will contain: seventy eight (78) three bedroom townhouse style Units in fourteen (14) Buildings; eight (8) separate Buildings containing motor vehicle parking garages; and a Community Building. Each residential Building contains, or will contain, not less than one (1) nor more than eighty-four (84) Units. The Buildings are (or are to be) constructed of poured concrete foundations, wood or steel framing, masonry or wood siding and fiberglass/asphalt shingled roofs. Nothing contained herein shall be deemed to require the Developer to complete all phases in the Condominium.

6. Designation of the Units and Their Boundaries.

- (a) The Units and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto. The Units are shown on the plans entitled "Condominium Floor Plans, Phase 1 Building 2, Oakridge Village, 5 Harvest Drive, North Andover, Massachusetts as Drawn for Valley Realty Development, LLC", Dated: March 13, 2006 (hereinafter the "Floor Plans"), prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry herewith.
- (b) If and when the Declarant adds additional phase(s) to the Condominium, by amendment(s) to this Master Deed pursuant to its reserved rights under paragraph 18 hereof, it shall amend Exhibit C attached hereto to describe the Units and other facilities being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in subparagraphs 6(c) and 6(d) hereof. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant shall record new floor plans showing the additional Building(s) and Unit(s) forming a part thereof.

- (c) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Floors: The plane of the upper surfaces of the concrete flooring of the floor slab (lower level) or the upper surface of the sub-flooring (other floors).
 - (ii) Ceilings: The plane of the lower surface of the ceiling joists.
 - (iii) Interior Building Walls: The plane of the interior surface of the wall studs where said studs contact the dry wall or, where applicable, the plane of the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
 - (iv) Exterior Building Walls: The plane of the interior surface of the wall studs or, where applicable, the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
 - (v) Exterior Doors and Frames: The exterior surface of the doors and doorframes.
 - (vi) Windows and Sliding Glass Doors: The exterior surface of the glass and of the window or door frames as the case may be.

All doors and all glass window panes shall be part of the Unit to which they are attached and shall be repaired or replaced promptly by the Unit Owner if damaged or destroyed, but any such repair or replacement shall be consistent with the exterior of the Building, and be of the same materials and quality of construction, and approved by the Trustees in accordance with Section 5.7.4 of the Condominium Trust.

- (d) Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus and hot water heater which serves the Unit alone whether located within the Unit or not. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as defined in paragraph 7 below. Each Unit Owner shall be responsible for the maintenance, operation, repair and replacement of and electricity and gas required to operate the air conditioning and heating apparatus and hot water heater.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common

facilities as defined in paragraph 7 hereof which serve it, but which are located in the Common Areas and Facilities or in another Unit or Units.

- (f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 7 below, in common with the other Units in the Condominium, subject to the limitations contained in paragraph 8 hereof with respect to Limited Common Areas and Facilities.

- (g) Combining and Resubdivision of Contiguous Units. A Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine said Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining the written approval of plans and specifications for the proposed work from the Condominium Trustees prior to the commencement of such work and upon such reasonable conditions as the Condominium Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Building, and the Unit Owner performing such work shall indemnify and hold harmless the Condominium Trustees and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof a recordable instrument and plan acceptable to the Condominium Trustees shall be prepared and said instrument and plan shall be recorded with the Registry, all at the subject Unit Owner's expense. Units so combined may thereafter be restored as separate Units in the same configuration as originally as herein provided. The openings connecting the two combined Units shall be for the exclusive use of the Unit Owner owning such combined Units. In no event shall any additional bedroom be created. The Condominium Trustees reserve the right to request an opinion of a professional engineer and other consultants, as necessary, concerning safety, structural and design issues, at the sole cost of the Unit Owner proposing such work.

7. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the buildings and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. The Common Areas and Facilities specifically include, without limitation, the following:

- (a) The Land described in Exhibit A together with the benefit of and subject to all rights, easements, restrictions, agreements and licenses set forth in Exhibit A, insofar as the same may be in force and applicable;
- (b) All portions of the Condominium not included in any Unit, including, without limitation, the following to the extent such may exist from time to time:
- (i) The foundations, structural members, beams, supports and those portions of exterior and interior walls, floors, ceilings and doors leading from Units

to common areas not included as part of the Units, the roof, stairwells, elevators, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;

- (ii) The plantings, yards, gardens, walkways, grass areas, steps and stairways, and parking areas;
 - (iii) All utility lines and installations of central services such as power, heat, electric, water, gas, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit and are located within that Unit;
 - (iv) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid.
 - (v) The Community Building and swimming pool located at 5 Harvest Drive and shown on the Condominium Site Plan as "_____".
 - (vi) All other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacements thereof) on the Land for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium; and
- (c) Such additional Common Areas and Facilities as may be defined in the Act.

The Declarant has reserved the right pursuant to paragraph 18 hereof 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.

There is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

8. Limited Common Areas and Facilities.

Subject to and in accordance with this Master Deed and the provisions of the Condominium Trust and the By-Laws, and the Rules and Regulations adopted pursuant thereto

from time to time in effect promulgated pursuant thereto (hereinafter the "Rules and Regulations"), the following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

- (a) Balconies/Patios/Decks. Certain Units shall have the exclusive right and easement as appurtenant to that Unit, to use the balcony, patio, deck, porch or driveways, if any, immediately adjacent to and accessible from such Unit as shown on the Floor Plans or the Condominium Site Plan.
- (b) Parking. Each Unit shall have the exclusive right and easement as appurtenant to such Unit to use the parking space(s) (the "Parking Space(s)") designated in the Unit Deed from the Declarant to a purchaser thereof (or, in the case of such conveyance from Declarant separate from such deed, then in and by the instrument of conveyance so utilized) and shown on the Floor Plans or the Condominium Site Plan. Declarant hereby reserves the right, as long as Declarant owns a Unit in the Condominium or has the right to add additional phases of the Condominium, to grant by such deed or separate instrument the exclusive right to use additional Parking Space(s) in the Condominium to a Unit Owner on such terms and conditions as Declarant deems appropriate and any consideration paid in connection therewith shall be retained by the Declarant. To the extent any of the Parking Spaces have not been so assigned after all Units have been sold by Declarant in all of the phases of the Condominium and Declarant no longer has the right to add additional phases thereto, the same shall be available, subject to the Rules and Regulations of the Condominium and the designation by the Declarant or the Trustee of certain spaces for handicap use, for occasional use by all Unit Owners or occupants and their guests and they shall be a part of the Common Areas and Facilities of the Condominium. The parking spaces designated on the Condominium Site Plan as handicap spaces shall be a part of the Common Areas and Facilities of the Condominium and shall be only be used for parking by handicap individuals in accordance with applicable law and the Rules and Regulations of the Condominium. The owner of an exclusive right and easement to a Parking Spaces shall bear all risks, including, personal injury, property damage, theft and vandalism, with respect to such Parking Space. Any Owner of a Unit, including the Declarant, may convey or exchange any Parking Space(s) to which such Unit has an exclusive right and easement, or, as to Declarant, any such Parking Space(s) that have not been conveyed, to another Unit Owner or to the Declarant, provided that commencing with the first conveyance of a Unit every Unit shall at all times have an exclusive right and easement to at least one (1) Parking Space.
- (c) Storage Facility. Certain Units shall have the exclusive right and easement as appurtenant to such Unit to use the storage facility(ies) (hereinafter the "Storage Facility(ies)") designated in the Unit Deed from the Declarant to a purchaser thereof (or, in the case of such conveyance from Declarant separate from such deed, then in and by the instrument of conveyance so utilized) and shown on the Floor Plans. Declarant hereby reserves the right, as long as Declarant owns a Unit

in the Condominium or has the right to add additional phases of the Condominium, to assign by such deed or separate instrument the exclusive right to use additional Storage Facility(ies) in the Condominium to a Unit Owner on such terms and conditions as Declarant deems appropriate. To the extent any Storage Facility(ies) have not been so assigned after all Units have been sold by Declarant in all of the phases of the Condominium and Declarant no longer has the right to add additional phases thereto, the same shall be a part of the Common Areas and Facilities of the Condominium and subject to such use and restrictions as designated by the Trustees. The owner of an exclusive right and easement to a Storage Facility(ies) shall bear all risks, including, personal injury, property damage, theft and vandalism, with respect to such Storage Facility(ies). Each owner of an exclusive right and easement to a Storage Facility(ies) shall at his or her expense maintain, repair and replace his or her Storage Facility(ies) (except for the structural portions thereof, if any, which shall be the responsibility of the Condominium Trust). Any Owner of a Unit, including the Declarant, may convey or exchange any Storage Facility(ies) to which such Unit has an exclusive right and easement, or, as to Declarant, any such Storage Facility(ies) that has not been conveyed, to another Unit Owner or to the Declarant.

9. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units in accordance with the provisions of the Act.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 18 hereof.

10. Purpose and Restrictions on Use.

- (a) Each Unit is to be used only for residential purposes by not more than one (1) family unit or by not more than two (2) unrelated persons. No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his Unit for such personal office and studio use as is customarily carried on as incidental to the residential use of a single family residence. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning or health ordinances and all by-laws, statutes, ordinances, and Rules and Regulations of any governmental body or agency having jurisdiction thereover and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premium for any insurance carried by the Condominium Trust or any Unit Owner relating to any Building or any Unit, as the case may be; provided that the Trustees of the Condominium Trust may, in their sole and unfettered discretion, allow such use upon the stipulation that any such increased

premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

- (b) The Units, the Buildings, the Common Areas and Facilities and the Limited Common Areas and Facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Act, the Master Deed, the Condominium Trust and By-laws, any Rules and Regulations from time to time in effect pursuant thereto with respect to the use and management thereof.
- (c) The architectural integrity of Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building or attached to or exhibited through a window of any Building, and no painting or other decorating shall be done on any exterior part or surface of any Building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.
- (d) The Owner of any Unit may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the modification, removal and installation of interior walls shall be approved by the Building Department of the Town of North Andover and filed in advance with the Board of Trustees. In addition, a certified "as built" plan shall be recorded with the Registry. No modification adversely affecting the structural integrity or the fire rating of the Building or Unit shall be made.
- (e) In no event shall any additional bedroom be added to any Unit.
- (f) Each Unit Owner shall at all times fully and adequately heat (as the circumstances require) his Unit so as to prevent the freezing of any pipes, plumbing or fixtures in the Unit and Common Areas and Facilities immediately adjacent to the Unit.
- (g) The Trustees of the Condominium Trust or their agents shall have the right of access to each Unit and the Common Areas and Facilities appurtenant thereto:
 - (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building;
 - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.

- (h) Any lease or rental of a Unit by a Unit Owner, other than by the Declarant, shall be subject to the following conditions:
- (i) Such lease or rental agreement shall be in writing;
 - (ii) The lease or rental agreement shall apply to the entire Unit, and not a portion thereof;
 - (iii) The term of the lease or rental agreement shall be for a term of not less than six (6) months;
 - (iv) The occupancy of the Unit shall be for not more than three (3) unrelated people;
 - (v) The lease or rental agreement shall expressly provide that the lease or rental agreement is subject to the Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium;
 - (vi) A copy of the lease or rental agreement shall be provided to the Condominium Trustees; and
 - (vii) Leasing or renting of the Affordable Units (hereinafter the "Affordable Units") described in the Comprehensive Permit issued by the Town of North Andover, Zoning Board of Appeals, dated January 14, 2004 and recorded with the Registry at Book 8978, Page 320, (hereinafter the "Comprehensive Permit") and the Regulatory Agreement by and between the Declarant and TD Banknorth, N.A. and recorded with the Registry at Book 9532, Page 228, as amended from time to time, (hereinafter the "Regulatory Agreement"), shall be prohibited, except as governed by the provisions of the Regulatory Agreement and the rider attached to the Unit Deeds affecting such Units (hereinafter the "Deed Rider(s)"). The Affordable Units are also referred to as the "First Home Units" in the Regulatory Agreement.
- (i) No vehicles shall park so as to impede travel in the access lanes at any time, except those allowed by the Americans with Disabilities Act or those vehicles temporarily on the Land, including but not limited to vehicles for the purpose of delivery or moving, construction, repair or maintenance, public or private transportation, or those vehicles of any emergency nature. No vehicles shall obstruct the fire lanes except those allowed by law.
- (j) The foregoing restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual,

and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

- (j) No Unit Owner shall be liable for any breach of the provisions of this paragraph 10, except such as occur during his or her ownership of a Unit.
- (k) There is no right of first refusal or other restriction upon the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit with the exception of the Affordable Units described in the Regulatory Agreement and the Deed Rider affecting such Units, which shall be governed thereby.

11. Reserved Rights.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws and Rules and Regulations of the Condominium to the contrary, in the event that there are unsold Units, the Declarant and its successors and assigns shall have the same right as any other Unit Owner as to the unsold Units. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the right, for so long as it owns an unsold Unit or has the right to add additional phases of the Condominium, to:

- (i) develop and construct additions to the Condominium, including, without limitation, buildings, roads, ways, utilities and other improvements and amenities pertaining thereto, to alter and relocate existing, or install additional, landscaping throughout the Common Areas and Facilities;
- (ii) grant or reserve or cause the Condominium Trustees to grant or reserve (i) easements across, under, over and through the Land or any portion thereof which Declarant determines is necessary or convenient in connection with the development or use of the Condominium provided only that such grants or reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes; (ii) a conservation restriction in and to a portion of the Common Area and Facilities as required by the Order of Conditions (DEP File No# 242-1169) issued by the North Andover Conservation Commission (the "Order of Conditions"); and (iii) grant an access easement to the Harold Parker State Forest as required by the Order of Conditions;
- (iii) use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient for the marketing of unsold Units or to complete construction of any Building or other improvements to the Condominium or additions thereto;
- (iv) lease and license the use of any unsold Unit;

- (v) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units;
 - (vi) use any Unit owned by the Declarant as an office for the Declarant's use; and
 - (vii) use any Unit owned by the Declarant as a storage area for purposes of construction.
- (b) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with personnel, 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, trees, shrubs, landscaping, 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 paragraph 18 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 18 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities 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 right and 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.

12. Easement for Encroachment. 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 shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected Building stands.

13. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraph 18 hereof), their Unit Deed, the Condominium Trust and By-Laws, and the Rules and Regulations, as each may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Condominium

Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraph 18 hereof), the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, as set forth in Exhibit A, are accepted and ratified by such owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. Amendments.

- (a) Except as otherwise provided in paragraph 18 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least sixty-seven (67%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), and (b) duly recorded with the Registry, provided that:
- (i) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded in the Registry within six (6) months after such date.
 - (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
 - (iii) Except as provided in paragraph 18 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all affected Units.
 - (iv) 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 the Act shall be of any force or effect.
 - (v) Where required under the provisions of this paragraph 14 or the Act, the instrument of amendment shall be assented to by the requisite number of holders of the Unit Owners' first mortgagees of record with respect to all of the Units.
 - (vi) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 18 or elsewhere in this Master

Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth herein shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry.

- (vii) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 18 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (vii) shall terminate upon the completion of construction of all phases of the Condominium and the sale of all Units.
- (viii) No instrument of amendment which purports to amend or otherwise affect subparagraph (b) of this paragraph 14 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.
- (ix) Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any Mortgagee of Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner or his, her or its percentage interest in the Common Areas and Facilities. Any such amendment may be made without the consent of the Unit Owners or the Mortgagees, provided that the Unit Owners and their Mortgagees shall promptly execute a consent to any such amendments at no expense to the Declarant.
- (b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify the sale of Unit mortgages to Federal Home Loan Mortgage Corporation (hereinafter "FHLMC") or Federal National Mortgage Association (hereinafter "FNMA"). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.
- (c) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by the Act), Declarant reserves the right and power to file a special amendment (hereinafter "Special Amendment") to this Master Deed or the Condominium Trust at any time and from time to time which amends this Master Deed or the Condominium Trust (i) to comply with the requirements of the FNMA, the Government National Mortgage Association, the FHLMC, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or

guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Condominium Trust into compliance with the Act, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Condominium Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to, any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds or controls any Unit in the Condominium or has no right to add additional phases of the Condominium.

15. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the FHLMC or FNMA, as applicable under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) (i) and (a) (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Except as provided by applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

- (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least sixty-seven (67%) percent of the (i) First Mortgagees (based on one (1) vote for each first mortgage owned), and (ii) Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:
- (i) by any act or omission, seek to abandon or terminate the Condominium;
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 18 hereof; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause, and provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 18 hereof; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of the Act.
- (e) Consistent with the provisions of the Act, all taxes, assessments and charges which become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgages or insurer or governmental guarantor of said first mortgage (hereinafter respectively, the "Eligible Mortgage Holder(s)" and the "Eligible Insurer(s)" or "Eligible Guarantors" as the case may be) will be entitled to timely written notice of:
- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Eligible Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Eligible Guarantor, which remains uncured for a period of sixty (60) days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 15.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to qualifying Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to qualifying Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at

least fifty-one (51%) percent of the votes of such remaining Units subject to qualifying Eligible Mortgage Holder mortgages.

- (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Eligible Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to qualifying Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. Each Unit's share of the working capital fund must be collected and transferred to the Trustees at the earlier of the time of closing of the sale of each Unit or at the Transfer Date (as that term is defined in the Condominium Trust) and maintained in a segregated account for the use and benefit of the Condominium Trust. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (k) The Trustees shall make available to the Unit Owners and mortgagees, and to Eligible Mortgage Holders, Eligible Insurers or Eligible Guarantors of any first mortgage, current copies of the Master Deed, Condominium Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust (including audited financial statements which shall be available within one hundred twenty (120) days after the end of the Trust's fiscal year). "Available" means available for inspection upon request at the offices of the Condominium Trust or professional management firm then managing the Condominium, or at the office of the Trustee, during normal business hours or under other reasonable circumstances.

(l) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Deductions in reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use Common Areas and Facilities;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project (except that Declarant's right to add additional phases to the Condominium pursuant to paragraph 18 shall not be adversely affected unless Declarant consents to such amendment);
- (h) Boundaries of any Unit;
- (i) The interests in the Common Areas and Facilities;

- (j) Convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units;
- (k) Leasing of a Unit;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; or
- (m) Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

16. Severability. The invalidity or unenforceability 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 had never been included herein.

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

18. Declarant's Reserved Rights to Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one (1) or more Buildings containing one (1) or more Units, or other site improvements. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to construct, erect and install on the Land on which the Condominium is located, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable:
 - (i) Additional Building(s), each housing one (1) or more Units;
 - (ii) Additional roads, drives, parking spaces and areas, landscaping, walks and paths;

- (iii) New or additional fences or decorative barriers or enclosures and other structures of every character;
- (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) 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.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 10(b) hereof.

The phase or phases which the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed. Upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be included within the definition of the term "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws.

Ownership of the Units forming a part of Building(s) added to the Condominium by the phasing amendments described above, and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements, shall remain vested in the Declarant; and the Declarant 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.

Except as hereinafter expressly limited as to 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 Units, together with its designated appurtenant Parking Space(s), Storage Facility(ies), Common Areas and Facilities and Limited Common Areas and Facilities, shall be unlimited.

The following subparagraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 18:

(b) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:

- (i) The expiration of seven (7) years after the recording of this Master Deed in the Registry; or

- (ii) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 18 reach the Maximum Limit (as hereinafter defined); or
- (iii) The Declarant shall record with the Registry a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Location of Future Improvements. There are no limitations imposed on the location of future phases, Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 18.
- (d) Size of Phase. 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 containing any numbers of Units; provided, however, that the Maximum Limit of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.
- (e) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add more than two hundred thirty two (232) additional Units to the Condominium as part of future phases; so that the total number of Units in the Condominium shall not exceed two hundred seventy (270) (hereinafter the "Maximum Limit").
- (f) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The structural type and quality of construction of Buildings and improvements added during future phases will be consistent with the initial construction. The Declarant shall, however, have the right to vary the boundaries of future Unit(s) from those described in subparagraph 6(c) and 6(d) hereof.
- (g) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s) or as provided for in paragraph 11 (a) (ii) hereof. Such future designated Common Areas and Facilities may include, but shall not be limited to, fences, steps, terraces, decks, porches, balconies, patios, storage facilities, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas and Facilities appurtenant to the Units in such phase(s) if such Common Areas are different from those described in paragraph 7 hereof.
- (h) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. 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 it shall determine to be appropriate or desirable one (1) or more common use facilities (hereinafter "Common Use Facility(ies)") to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such Common Use Facilities may include parking facility(ies), swimming pool(s), community building(s) or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such Common Use Facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it 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 paragraph 18 (h), however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.

The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recording with the Registry 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) An amended Exhibit C describing the designations, locations, approximate areas, numbers 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 subparagraphs 6(c) and 6(d) of this Master Deed.
- (iii) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said subparagraphs 6(c) and 6(d), the definition of the Common Areas and Facilities contained in paragraph 7 hereof shall be modified, as necessary, with respect to such Unit(s).
- (iv) An amended Exhibit C setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s).
- (v) If any of the Common Areas and Facilities designated as appurtenant to the Unit(s) being added to the Condominium vary from any described herein, a description of such variations so as to identify the new or modified Common Area and Facility appurtenant to the new Unit(s). Such description of the new or modified Common Area and Facility appurtenant to the new Unit(s) shall also include a statement as to whether they are to

be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.

- (vi) Revised floor plans(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of the Act.
- (vii) Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such Building(s) shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

The Declarant shall not amend the Master Deed so as to include any additional phases(s) until the construction of the Building(s) containing the Units comprising such phases(s) have been substantially completed sufficiently for the certification of plans as provided for in Section 8(f) of the Act.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent (except as already provided in this paragraph 18) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such 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) containing additional Unit(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 as the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. Upon the addition of a subsequent phase, the percentage ownership interest of each Unit in the Condominium will be recalculated on the basis of the approximate relation that the fair value of the Unit on the date of the amendment bears to the aggregate fair value of all Units. The effective date for the change in the percentage ownership interest by reason of the addition of a subsequent phase is the date of the recordation, in the Registry, of the amendment to this Master Deed adding a phase.

Every Unit Owner by the acceptance and recording 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 to the Declarant's reserved rights under this paragraph 18 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 paragraph 18.

In the event that notwithstanding the provisions of this paragraph 18 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant 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 for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant 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.

19. No Severance of Ownership. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein (a) the undivided interest in the Common Areas and Facilities appurtenant thereto, (b) any Limited Common Areas and Facilities appurtenant thereto, (c) any Parking Space(s) or Storage Facility(ies) assigned to such Unit, (d) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (e) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively, the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of the Appurtenant Interests, without including all Appurtenant Interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such Appurtenant Interests are appurtenant. Notwithstanding the preceding and in accordance with paragraph 8 (b) and (c), any Unit Owner may convey the exclusive right and easement of use with respect to any Parking Space(s) or Storage Facility(ies) attributed to such Unit to another Unit Owner, the effect of which shall be that all times after the first conveyance of each Unit, each Unit shall have an exclusive right and easement to at least one (1) Parking Space.

20. Definition of "Declarant". For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Valley Realty Development, LLC, a Massachusetts limited liability company, which has executed, delivered and recorded this Master Deed, and to all successors and assigns of said Valley Realty Development, LLC who come to stand in the same relation as developer of the Condominium.

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

22. Governing Law. This Master Deed, the Condominium Trust and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by the Act as it

is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to, or substitution for, the Act, shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
 - (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least sixty-seven (67%) percent of the Beneficial Interest of the Unit Owners, as said term is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution of the Act apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be effective when recorded with the Registry. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this paragraph 22 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution of the Act apply without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Registry, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium, including all its possible future phase(s).
23. Transfer of Rights Retained by Declarant. Any and all rights and powers reserved to the Declarant, or its successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason; provided, however, that such conveyance, transfer or assignment, as the case may be, shall be effective when the instrument evidencing same is recorded with the Registry.
24. Non-Recourse. Notwithstanding anything to the contrary in this Master Deed, or any other Condominium document, any liability or claims against Declarant are strictly limited to the Declarant's interest in the Condominium, and in no event shall any recovery or judgment be sought or enforced against any of the Declarant's other assets (if any) or against any of Declarant's managers, members, partners (or their constituent partners) or any officer, employee or agent of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed as a sealed instrument this 14 day of March, 2006.

VALLEY REALTY DEVELOPMENT, LLC

By: [Signature]
Thomas D. Laudani, Manager

By: [Signature]
Louis P. Minicucci, Jr., Manager

By: [Signature]
Anthony Mesiti, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 14 day of March 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which were driver's license, personally known to me or personally known to a 3rd party personally known to me, to be the person whose name is signed on this preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose as Manager of the Valley Realty Development, LLC.

[Signature]
Notary Public



PENNIE JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011



EXHIBIT A

**LEGAL DESCRIPTION
RIGHTS, EASEMENTS, RESERVATIONS AND RESTRICTIONS**

A certain tract or parcel of land situate in the Commonwealth of Massachusetts, County of Essex and Town of North Andover located on the northwesterly side of the Salem Turnpike (Route 114) being more particularly bounded and described as follows:

Beginning at an iron pipe on the northwesterly sideline of said Salem Turnpike at other land of Meadows Realty Trust;

Thence along the northwesterly sideline of said Salem Turnpike S47°16'03"E eight hundred sixty-three and thirty-five hundredths (863.35) feet to a point on the line between the Town of North Andover and the Town of Middleton;

Thence along said town line S09°13'50"W ninety-four and eighty-eight hundredths (94.88) feet to a point at land now or formerly of Alfred J. Morrison;

Thence by land of said Morrison the following seven (7) courses:

Thence S81°19'13"W seventy-nine and eighty-two hundredths (79.82) feet to a point;

Thence N80°54'42"W thirty-five and no hundredths (35.00) feet to a point;

Thence N61°41'22"W two hundred and sixty-five hundredths (200.65) feet to a point;

Thence S28°18'38"W twenty and fifty hundredths (20.50) feet to a drill hole;

Thence N60°58'43"W forty-six and ten hundredths (46.10) feet to a point;

Thence S44°29'18"W two hundred seventeen and seventy-eight hundredths (217.78) feet to a point;

Thence S64°26'30"W one hundred twenty and seventeen hundredths (120.17) feet to a point, thence S64°56'05"W thirty and seventy-one hundredths (30.71) feet to a drill hole in a stonewall corner at land now or formerly of the Commonwealth of Massachusetts;

Thence by said land of the Commonwealth the following thirty-two (32) courses:

S86°53'28"W ninety-nine and eleven hundredths (99.11) feet to a point;

Thence N37°42'02"W one hundred fifty-five and seven hundredths (155.07) feet to a point;

Thence N39°06'09"W one hundred seventy-six and fifty hundredths (176.50) feet to a point;

- Thence N34°28'13"W fifty-one and twenty-five hundredths (51.25) feet to a point;
- Thence S85°24'28"W ninety-five and seventy hundredths (95.70) feet to an iron pipe;
- Thence N47°36'32"W sixty-six and sixteen hundredths (66.16) feet to a point (the previous six (6) courses are along a partially buried stonewall);
- Thence S41°12'37"W seventy-one and eighty-seven hundredths (71.87) feet to a point;
- Thence S20°40'49"W one hundred eight and six hundredths (108.06) feet to a stonewall;
- Thence along said stonewall S11°34'51"W ten and thirty-four hundredths (10.34) feet to a point;
- Thence continuing along said stonewall S28°33'27"W twenty and eighty-three hundredths (20.83) feet to a point;
- Thence continuing along said stonewall S38°00'49"E forty-two and eighty hundredths (42.80) feet to a point;
- Thence continuing along said stonewall S55°13'15"E twenty and twenty-one hundredths (20.21) feet to a point;
- Thence continuing along said stonewall S42°24'53"E thirteen and sixty-one hundredths (13.61) feet to a point;
- Thence continuing along said stonewall S62°42'37"E seventeen and forty-seven hundredths (17.47) feet to a drill hole at the end of said stonewall;
- Thence S15°38'20"E twenty-six and sixty-eight hundredths (26.68) feet to a point at the end of a stonewall;
- Thence along said stonewall S07°27'01"E forty-eight and forty-eight hundredths (48.48) feet to a point;
- Thence continuing along said stonewall S02°10'00"W fifty and seventy-nine hundredths (50.79) feet to a point;
- Thence continuing along said stonewall S05°10'40"E sixty-nine and thirty-seven hundredths (69.37) feet to a point;
- Thence continuing along said stonewall S09°30'26"E ninety-four and seventy-nine hundredths (94.79) feet to a point;
- Thence continuing along said stonewall S07°05'07"E twenty-seven and three hundredths (27.03) feet to a point;

Thence continuing along said stonewall $S18^{\circ}17'52''E$ forty and seventy-four hundredths (40.74) feet to a point;

Thence continuing along said stonewall $S13^{\circ}49'45''E$ one hundred twenty-seven and sixty-two hundredths (127.62) feet to a drill hole at the end of said stonewall;

Thence $S18^{\circ}40'17''E$ fifty and two hundredths (50.02) feet to a point at the end of a stonewall;

Thence along said stonewall $S00^{\circ}01'29''W$ twenty-five and fifty-seven hundredths (25.57) feet to a point at the end of said stonewall;

Thence $S15^{\circ}29'28''W$ eighty and eighty hundredths (80.80) feet to a drill hole;

Thence $S03^{\circ}14'24''W$ three hundred seventy and seventeen hundredths (370.17) feet to a corner of a stonewall;

Thence along said stonewall $S57^{\circ}43'28''W$ sixty-three and forty-one hundredths (63.41) feet to a point;

Thence continuing along said stonewall $S58^{\circ}38'53''W$ one hundred twenty-four and two hundredths (124.02) feet to a point;

Thence continuing along said stonewall $S54^{\circ}25'10''W$ twenty-three and thirty-three hundredths (23.33) feet to a point;

Thence continuing along said stonewall $S61^{\circ}54'07''W$ thirty-nine and eighty-seven hundredths (39.87) feet to a point;

Thence continuing along said stonewall $S59^{\circ}37'30''W$ one hundred four and sixty-six hundredths (104.66) feet to a corner of a stonewall;

Thence along a line of blazed pine trees $N77^{\circ}35'46''W$ one hundred sixty-four and no hundredths (164.00) feet to a ring of stones at other land now or formerly of the Commonwealth of Massachusetts;

Thence by said other land of the Commonwealth of Massachusetts $N11^{\circ}08'33''W$ two thousand five hundred thirty-one and twenty-nine hundredths (2,531.29) feet to a point;

Thence continuing by said other land of the Commonwealth of Massachusetts and partially by a stonewall $N38^{\circ}17'43''W$ ninety-four and ninety hundredths (94.90) feet to a drill hole at a stonewall corner at land now or formerly of William S. Goodwin;

Thence by land of said Goodwin and a stonewall the following four (4) courses:

$N45^{\circ}19'19''E$ eighty-six and eighty-two hundredths (86.82) feet to a point;

Thence N38°29'24"E forty-eight and eighty-five hundredths (48.85) feet to a point;

Thence S56°00'17"E seven and forty-six hundredths (7.46) feet to a drill hole;

Thence N46°14'48"E fifty-nine and sixty-three hundredths (59.63) feet to a point at land now or formerly of 2189 Turnpike Street Trust;

Thence partially by land now or formerly of said 2189 Turnpike Street Trust, Richard Collins and Recardo A. Dejesus S47°07'28"E four hundred sixty-one and eleven hundredths (461.11) feet to a point at land now or formerly of Randy D. Meadows;

Thence by land of said Meadows the following three (3) courses:

S42°52'32"W six and no hundredths (6.00) feet to a point;

Thence S47°13'01"E one hundred forty-two and twenty-three hundredths (142.23) feet to a point;

Thence N42°52'32"E five and seventy-seven hundredths (5.77) feet to a point at land now or formerly of Lori-Ann Deacon-Bunker;

Thence partially by land of said Deacon-Bunker and land now or formerly of Guy N. Richards S47°07'28"E three hundred and no hundredths (300.00) feet to an iron pipe at land now or formerly Michael Sawyer;

Thence by land of said Sawyer the following three (3) courses:

S41°32'32"W forty-eight and forty-eight hundredths (48.48) feet to an iron pipe;

Thence S46°14'40"E four hundred fourteen and thirty hundredths (414.30) feet to a point;

Thence N42°43'57"E thirty-eight and eighty-eight hundredths (38.88) feet to a point at said other land now or formerly of Meadows Realty Trust;

Thence by said other land of Meadows Realty Trust the following two (2) courses:

S47°16'03"E one hundred ninety-six and fourteen hundredths (196.14) feet to a point;

Thence N47°54'17"E three hundred seventeen and eighty-nine hundredths (317.89) feet to the point of beginning.

Said tract or parcel of land contains 2,053,328 square feet or 47.138 acres more or less and is shown as "North Andover Parcel" on a plan entitled "Plan of Land" by MHF Design Consultants, Inc. dated August 3, 2004, which plan is recorded with the Essex North Registry of Deeds as Plan # 14839.

The Land and all improvements now or hereafter situated thereon are subject to the following rights, easements, reservations and restrictions:

- (a) Easement for telephone and electric wires contained in deed of Clifton S. Berry to Harry D. Berry and Bertha Berry, dated April 16, 1941 and recorded with the Essex North Registry of Deeds at Book 639, Page 151;
- (b) Order of Taking by the Commonwealth of Massachusetts, Department of Public Works for lay out of Salem Turnpike, dated July 30, 1946 and recorded with the Essex North Registry of Deeds at Book 689, Page 281 and as set forth in a deed of Clifton S. Berry a/k/a Clifton Starrett Berry, to the Commonwealth of Massachusetts, through its Department of Public Works, dated August 18, 1947, and recorded with the Essex North Registry of Deeds at Book 701, Page 287;
- (c) Stipulation and Agreement by and between Clifton S. Berry and Essex County recorded with the Essex North Registry of Deeds at Book 639, Page 462;
- (d) Taking by the Commonwealth of Massachusetts, Department of Public Works, dated March 25, 1970 and recorded with the Essex North Registry of Deeds at Book 1150, Page 527;
- (e) Slope and Grading Easement from Theodore J. Meadows and Florence Meadows a/k/a Florence M. Meadows, Trustees of the Meadows Realty Trust u/d/t October 29, 1984 and recorded with the Essex North Registry of Deeds at Book 1888, Page 343 to Valley Realty Development, LLC, dated August 5, 2004 and recorded with the Essex North Registry of Deeds at Book 8978, Page 316.
- (f) Easement from Valley Realty Development to Verizon New England Inc., dated March 18, 2005 and recorded with the Essex North Registry of Deeds at Book 9736, Page 257.
- (g) Comprehensive Permit issued by the North Andover Zoning Board of Appeals, pursuant to M.G.L. c. 40B, §20 et. seq., dated January 14, 2003, and recorded with Essex North District Registry of Deeds at Book 8978, Page 320;
- (h) Order of Conditions (DEP File Number 242-1169), dated January 23, 2003, and recorded with Essex North District Registry of Deeds at Book 8979, Page 1, as extended by Extension for Order of Conditions recorded with Essex North District Registry of Deeds at Book 10019, Page 229;
- (i) Order of Conditions (DEP File Number 242-1180), dated January 23, 2003, and recorded with Essex North District Registry of Deeds at Book 8979, Page 35;
- (j) Regulatory Agreement, by and between Seller and TD Banknorth, N.A. dated May 25, 2005, and recorded with the Registry at Book 9532, Page 228;

- (k) Easement from Valley Realty Development, LLC to Massachusetts Electric Company, dated December 2, 2005 and with Essex North District Registry of Deeds at Book 9950, Page 174;
- (l) Rights of the public and others entitled thereto in and to so much of the property lying within the bounds of Turnpike Street and adjacent streets and ways; and
- (m) All other easements, restrictions, conditions, agreements and reservations of record, if any.

EXHIBIT B

DESCRIPTION OF BUILDINGS

There are two (2) Buildings on the Land described in Exhibit A to this Master Deed contained in phase 1 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312 of the Condominium.

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 2.907769% |
| 2 | 102 | 4 | 1,159 | First Floor | 2.907769% |
| 2 | 103 | 3 | 860 | First Floor | 2.271695% |
| 2 | 104 | 3 | 852 | First Floor | 2.044525% |
| 2 | 105 | 3 | 856 | First Floor | 2.044525% |
| 2 | 106 | 4 | 1,077 | First Floor | 2.907769% |
| 2 | 107 | 3 | 852 | First Floor | 2.271695% |
| 2 | 108 | 4 | 1,077 | First Floor | 2.907769% |
| 2 | 109 | 3 | 855 | First Floor | 2.044525% |
| 2 | 110 | 3 | 852 | First Floor | 2.044525% |
| 2 | 111 | 3 | 859 | First Floor | 2.271695% |
| 2 | 112 | 4 | 1,159 | First Floor | 2.907769% |
| 2 | 113 | 4 | 1,152 | First Floor | 2.907769% |
| 2 | 201 | 4 | 1,116 | Second Floor | 2.907769% |
| 2 | 202 | 4 | 1,117 | Second Floor | 2.907769% |
| 2 | 203 | 4 | 1,039 | Second Floor | 2.407996% |
| 2 | 204 | 4 | 1,259 | Second Floor | 2.907769% |
| 2 | 205 | 3 | 814 | Second Floor | 2.271695% |
| 2 | 206 | 4 | 1,035 | Second Floor | 2.407996% |
| 2 | 207 | 3 | 857 | Second Floor | 2.044525% |
| 2 | 208 | 4 | 1,036 | Second Floor | 2.907769% |
| 2 | 209 | 3 | 813 | Second Floor | 2.271695% |
| 2 | 210 | 4 | 1,261 | Second Floor | 2.907769% |
| 2 | 211 | 4 | 1,032 | Second Floor | 2.407996% |
| 2 | 212 | 4 | 1,117 | Second Floor | 2.907769% |
| 2 | 213 | 4 | 1,118 | Second Floor | 2.907769% |
| 2 | 301 | 4 | 1,121 | Third Floor | 2.907769% |
| 2 | 302 | 4 | 1,118 | Third Floor | 2.907769% |
| 2 | 303 | 4 | 1,043 | Third Floor | 2.407996% |
| 2 | 304 | 4 | 1,267 | Third Floor | 2.907769% |
| 2 | 305 | 4 | 1,257 | Third Floor | 2.907769% |
| 2 | 306 | 4 | 1,031 | Third Floor | 2.407996% |
| 2 | 307 | 4 | 1,257 | Third Floor | 2.907769% |

¹ As shown on the Condominium Site Plan. The post office address for Building 2 is 2 Harvest Drive, North Andover, MA 01845.

² Closets, Mechanical Closets and Bathrooms are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony.

| | | | | | |
|---|-----|---|-------|-------------|-----------|
| 2 | 308 | 4 | 1,038 | Third Floor | 2.907769% |
| 2 | 309 | 4 | 1,035 | Third Floor | 2.907769% |
| 2 | 310 | 4 | 1,264 | Third Floor | 2.907769% |
| 2 | 311 | 4 | 1,117 | Third Floor | 2.407996% |
| 2 | 312 | 4 | 1,121 | Third Floor | 2.907769% |

Immediate common areas to which each Unit has access are the common hallways, as shown on the Floor Plans.

DECLARATION OF TRUST

OF

OAKRIDGE VILLAGE - MAPLEWOOD RESERVE

CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made as of the 14th day of March, 2006, by Valley Realty Development, LLC, a Massachusetts limited liability company, with an address of 231 Sutton Street, Suite 1B, P.O. Box 907, North Andover, Massachusetts 01845 (hereinafter called the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

2006 MAR 14 PM 2:18

ARTICLE I
NAME OF TRUST

The trust created hereby shall be known as:

OAKRIDGE VILLAGE - MAPLEWOOD RESERVE CONDOMINIUM TRUST
(hereinafter, the "Trust").

008498

ARTICLE II
THE TRUST AND ITS PURPOSE

2.1. General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended from time to time, of the Massachusetts General Laws (hereinafter the "Act") for the purpose of managing and regulating the condominium known as Oakridge Village - Maplewood Reserve (hereinafter the "Condominium"), established by a Master Deed of even date herewith (hereinafter the "Master Deed") executed by Valley Realty Development, LLC (hereinafter the "Declarant", which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in paragraph 20 of the Master Deed).

2.2. Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section I of the Act shall be applicable to this Trust.

2.3. Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

Return to:
Robert W. Lavy, Esquire
Eckert Seamans Cherin & Mellott, LLC
One International Place
Boston, MA 02110

Handwritten signature/initials

2.4. Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units in the Condominium. The beneficial interest in this Trust of each Unit Owner is equal to the percentage of undivided ownership interest of each Owner's Unit in the common areas and facilities of the Condominium as set forth in Exhibit C attached to and made a part of the Master Deed, as said percentage individual ownership interest may be amended from time to time (the "Beneficial Interest").

ARTICLE III THE TRUSTEES

3.1. Number of Trustees; Term of Office; Qualification. The Trust shall be governed by a Board of Trustees the size of which after the Transfer Date (as hereinafter defined) shall be either five (5) or seven (7) members, as shall be determined and elected from time to time by the Unit Owners at their annual meeting or any special meeting in lieu of the annual meeting; subject, however, to the Declarant's rights to appoint Trustees as set forth in this Article III. Until the "Transfer Date" described below, Trustees need not be a natural person or Unit Owner. The original Board of Trustees (the "First Board of Trustees") consists of Valley Realty Development, LLC. The Declarant shall have the right to remove any member of the First Board of Trustees, expand the First Board of Trustees or appoint new members to any vacancy, until the Transfer Date. The term "Board of Trustees" as it is used herein shall mean the Board of Trustees as it is constituted from time to time. Each Trustee shall hold office until such time as his successor has been appointed and qualified. Every Trustee (other than Trustees serving on the First Board of Trustees) shall be a Unit Owner and a natural person. In the event that a corporation, limited liability company or other legal entity is a Unit Owner, it may designate one or more natural persons who shall be eligible to serve as Trustee with the exception of the First Board of Trustees which may be a corporation, limited liability company or other legal entity.

3.2. Subsequent Boards of Trustees. Except for the First Board of Trustees, any and all of said Trustees shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 3.4 of this Article III. Notwithstanding anything to the contrary contained herein, upon the earlier to occur of (a) one hundred and twenty (120) days after seventy-five (75%) percent of the Beneficial Interest in the Condominium (defined as of the time after which Declarant shall no longer have the right to add additional phases or Units to the Condominium, as set forth in paragraph 18 of the Master Deed) have been conveyed to Unit purchasers, or (b) five (5) years following the recording of the first unit deed for a Unit in the Condominium (the "Transfer Date"), the Trustee appointed by the Declarant shall resign and the Unit Owners (including the Declarant as owner of unsold Units) shall appoint a three member Board of Trustees to serve until the next annual meeting of the Unit Owners. The Unit Owners at the next Annual Meeting shall elect either a five (5) or a seven (7) member Board of Trustees (the composition to be determined by a vote of the Unit Owners). The terms of said Trustees shall be staggered as determined by the Unit Owners at such Annual Meeting but in no event shall the initial term of any Trustee exceed two years. Thereafter, the term of office for each Trustee shall be for a period of two years.

At each subsequent annual meeting of the Unit Owners or at a special meeting called for this express purpose, the Unit Owners, voting as provided in Article IV of this Trust, shall elect from among themselves not more than seven (7) Trustees to the Board of Trustees.

3.3 Acceptance of Trust. Each person hereafter appointed as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgment of deeds, an acceptance of such election which shall be recorded with the Essex North District Registry of Deeds (the "Registry"). The appointment of a Trustee shall be effective upon the recording with the Registry of an instrument of appointment and acceptance, executed by a then or departing Trustee and the new Trustee, and such person shall then become a Trustee and shall be vested with the title of the Trust Property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.

3.4 Vacancies. With the exception of the First Board of Trustees, if and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined by the Unit Owners as provided in Section 3.2 hereof, a vacancy or vacancies in the office of Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder. If for any reason a successor shall not be so designated within sixty (60) days after the vacancy or vacancies occur, a successor may be appointed by the remaining Trustees and the failure of which by any court of competent jurisdiction upon the application of any Unit Owner or Trustee after notice to all Unit Owners and Trustees and to such others as the court may direct. Any appointment by such court proceeding shall become effective upon recording with the Registry a certified copy of the court decree and of the acceptance of such appointment by the successor Trustee so appointed. Notwithstanding the foregoing provisions of this Section 3.4, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

3.5. Quorum and Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. Except for the First Board of Trustees, a quorum shall consist of a majority of the Trustees, but in no event less than two (2) Trustees.

3.6. Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-Trustees, if any. Such written resignation shall be recorded with the Registry. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder. Notwithstanding the foregoing to the contrary, the First Board of Trustees and any successor Trustee appointed by the Declarant may be removed only by the Declarant until the Transfer Date. Any such removal shall be evidenced by the recording with the Registry of a Certificate of Removal signed by a majority of the remaining Trustees naming the Trustee so removed and reciting that the requisite votes of the Unit Owners were cast for the removal.

3.7. Votes to be Cast for Trustees. As provided in Section 4.3 hereof, each Unit Owner shall have voting power equal to his Unit's Beneficial Interest hereunder as set forth in

Exhibit C to the Master Deed. In addition, as the Condominium is a phased condominium with the potential for expansion to a total of two hundred seventy (270) Units, all as provided in paragraph 18 of the Master Deed, the Declarant shall have voting power as a Unit Owner, including, without limitation, voting power in the election and removal of Trustees, equal to the sum of: (1) the total percentage of Beneficial Interest hereunder appertaining to existing Units owned by the Declarant as set forth in said Exhibit C attached to the Master Deed, plus (2) a total percentage of Beneficial Interest attributable to units which may be added to the Condominium as part of future phases (said total percentage to be computed by multiplying (i) the difference between the number "270" minus the number of Units already included in the Condominium, times (ii) a figure equal to the average percentage of undivided Beneficial Interest appertaining to said Units which have already been included in the Condominium). The provisions setting forth the voting power of the Unit Owners, including the Declarant, are contained in greater detail in said Section 4.3 hereof.

3.8. No Bond by Trustees. No Trustee elected or appointed, as hereinbefore provided, whether as an original or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder, except as otherwise provided in Section 5.5.1(f) of this Trust; provided, however, that Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one (1) or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.9. Compensation of Trustees. No Trustee shall receive compensation for his services, except that by a vote of a majority of the other Trustees a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

3.10. No Liability If In Good Faith. No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one (1) or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

3.11. Dealing with Trust Not Prohibited. No Trustee or Unit Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one (1) or more Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Unit Owner shall be in any way interested be avoided, nor shall any Trustee or Unit Owner so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

3.12. Indemnity. The Trustees and each of them shall be entitled to an indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in good faith in the execution hereof, including, without limiting the generality of the

foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Nothing in this subsection contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument; the Trustees are empowered to obtain on behalf of the Trust suitable insurance against any such liabilities and to pay the premiums therefor as a common expense of the Condominium.

ARTICLE IV BENEFICIARIES AND BENEFICIAL INTEREST

4.1. Percentage interests. The Trust beneficiaries shall be the Unit Owners of the Condominium from time to time. The Beneficial Interest in the Trust shall be divided among the Unit Owners in the percentage of undivided Beneficial Interest appertaining to the Units of the Condominium as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to the Condominium pursuant to paragraph 18 of the Master Deed.

4.2. Persons to Vote as Unit Owners. The Beneficial Interest of each Unit of the Condominium shall be held as a unit and shall not be divided among several Owners of any such Unit. To that end whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall (a) determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one such Owner for such purposes. For Units to which title is held by a fiduciary, the fiduciary shall be the designated individual. For Units to which title is to be held by a corporation, limited liability company or other legal entity the individual authorized to execute and acknowledge deeds for such entity shall be the designee.

4.3. Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to such Unit Owner's Beneficial Interest. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, as the Condominium is a phased condominium, with the Declarant having the reserved right and easement to construct and add additional phases as set forth in paragraph 18 of the Master Deed, the Declarant shall have the right to exercise voting power as a Unit Owner equal to the Beneficial Interest attributable to the Units not yet included in the Condominium which may be so included as part of future phases. Such Beneficial Interest attributable to future Units, on account of which the Declarant may exercise voting power, shall be equal to the difference between the number "270" (being the maximum number of Units allowed for all phases of the Condominium) minus the number of Units then included in the Condominium multiplied by the average percentage of Beneficial Interest of all the Units then included in the Condominium. Therefore, the words "total voting power of the Unit Owners" as used in the Master Deed and this Trust shall at any point in time be equal to the sum of the voting power held by the Owners (including the Declarant) of the Units then included in the

Condominium plus the voting power held by the Declarant with respect to Units which may be constructed as part of future phases to be added to the Condominium as computed in accordance with the immediately preceding sentence. Notwithstanding the foregoing, from and after the expiration of seven (7) years after the date of the recording of the Master Deed, the voting power of the Unit Owners shall be limited to that held by those Unit Owners (including the Declarant) of Units included in the Condominium, and no voting power with respect to Units owned by the Declarant with respect to Units not then included in the Condominium. The express intent of the voting power formula herein set forth is to allow for the Unit Owners to have a proportionate voice in the management and regulation of the Condominium through this Trust, as the Unit Owners' Organization, taking into due account the character of the Condominium as a phased condominium.

ARTICLE V
BY -LAWS

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

5.1. Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by the Act, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

5.1.1. To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2. To establish, levy and assess, and collect the assessments for common expenses referred to in Section 5.4 and in Section 5.2.2 hereof, and supplemental assessments referred to in Section 5.4.1.

5.1.3. To do all thing necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the common areas and facilities of the Condominium and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4. To have a reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Condominium as set forth in Section 5.2.2.

5.1.5. To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.6. To obtain any legal, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by the Act, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of their powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, accountants and other advisors hired by them and shall be protected in so doing.

5.1.7. To adopt, amend, modify and rescind from time to time and enforce rules and regulations governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests, thereon.

5.1.8. To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Unit Owners at the annual meeting of the Unit Owners.

5.1.9. Subject to the provisions of Section 10(b)(2) of the Act, to purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than the granting of utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, without the prior authorization of Unit Owners holding at least sixty-seven (67%) of the Beneficial Interest hereunder and at least fifty-one (51%) percent of all first mortgagees of record of Units in the Condominium.

5.1.10. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Unit Owners and mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners.

5.1.11. To purchase in their own name or the name of a nominee one (1) or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Unit Owners for any such purchase pursuant to Section 5.20 hereof, and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.12. To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitation imposed by law, the Master Deed or these By-laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Unit Owners personally.

5.1.13. To establish committees from among the Unit Owners, define their powers and duties and appoint and remove their members.

5.1.14. To grant permits, licenses, easements, and rights in, upon, under and over the Common Areas and Facilities with respect to utilities and roads to be installed and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium and to enter into such agreements and undertakings as shall be necessary therefor.

5.1.15. To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustee deem necessary or desirable.

5.1.16. To designate the location of handicap parking spaces and outdoor parking spaces to be assigned to each Unit and to temporarily redesignate the location of those spaces, all as provided in paragraph 8(b) of the Master Deed.

5.1.17. To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

5.1.18. To maintain all retaining walls, roads and emergency access in the Condominium.

Notwithstanding any provisions of this Trust and By-laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy and assess the assessments or charges for common expenses.
- (c) The power to adopt, revise, modify and rescind the Condominium rules and regulations.
- (d) The powers and duties described in Sections 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15 and 5.1.16 above.

5.2 Maintenance, Repair and Replacement of Units/Common Areas.

5.2.1. Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and its appurtenances and those utility fixtures and utility installations serving his Unit, whether or not located inside such Unit, which are not part of the Common Areas and Facilities. Each Unit Owner shall at all times fully and adequately heat (as the circumstances require) his unit so as to prevent the freezing of any pipes, plumbing and fixtures in the Unit and common area immediately adjacent to the Unit. Each Unit Owner shall

be responsible for all damages to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2. Subject to the provisions of Section 5.1.4 hereof, if the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixture, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof or to the Common Areas and Facilities, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency or serious inconvenience as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit in a reasonable manner for such purpose; and the cost of such work shall be treated in the same manner as a common expense and shall be payable by such Unit Owner to the Trustees on demand.

5.3. Special Maintenance, Repair and Replacement of Common Areas.

5.3.1 Reference is made to that certain Order of Conditions issued by the North Andover Conservation Commission (DEP File No. 242-1169) pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c. 131, §40, dated January 22, 2003, recorded with the Registry at Book 8979, Page 1 and Book 9231, Page 95 as extended by Extension Permit for Order of Conditions recorded with the Registry at Book 10019, Page 229 (collectively the "Order of Conditions") and the document entitled "The Meadows North Andover, Massachusetts Storm Water Management System Operations and Maintenance Plan" attached to the Order of Conditions (the "Maintenance Plan"). The Trustees shall maintain drainage maintenance program contained in the Maintenance Plan and otherwise comply with the Order of Conditions.

5.3.2 Reference is made to that certain Comprehensive Permit issued by the North Andover Zoning Board of Appeals (ZBA 2002-31) pursuant to the Massachusetts General Laws Chapter 40B, dated January 14, 2003, recorded with the Registry at Book 8978, Page 320 (the "Comprehensive Permit") The Trustees shall be responsible for the snow removal and storage, trash removal, rubbish removal, recyclable materials removal, road maintenance, and storm drainage maintenance on the property comprising the Condominium and otherwise comply with the terms and conditions of the Comprehensive Permit.

5.4 Common Expenses.

5.4.1. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their Beneficial Interest in this Trust as set forth in Exhibit C to the Master Deed, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium; provided, however, that each Unit Owner shall be solely responsible to the respective utility companies, or the Condominium, as the case may be, for the cost of utility services billed or assessed (including, without limitation, electricity, natural gas, water and sewer use charges) in connection with the furnishing of utilities to his Unit which

are separately metered or sub-metered. Each Unit has a separate sub-meter to determine the volume of water actually used for such Unit. Upon obtaining the water and sewer bill(s) from the Town of North Andover, or any subsequent provider of water and/or sewer, the Trustees shall apportion the bills based upon each Unit's actual water and sewer usage and bill each Unit Owner their respective portion. Each Unit's water and sewer use charges shall be in addition to the common area charges, however, shall be deemed as a separate common expense assessed against such Unit the collection for which shall be enforceable in accordance with the provisions hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds to set aside for reduction of indebtedness or other lawful capital purposes, or, subject to the provisions of Sections 5.6 and 5.7, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.2 At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their respective percentage of the undivided Beneficial Interest in the Common Areas and Facilities as set forth in Exhibit C to the Master Deed, and such statements shall be due and payable in twelve (12) equal monthly installments or such other installments as may be reasonably provided therein. In the event that the Trustees shall determine during any fiscal year the assessment so made is less than the common expense actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment if not paid when due, together with interest thereon at the rate of twelve (12%) percent per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Act. In addition, the Trustees may assess a late fee of fifty (\$50.00) dollars on any such common expense payment not received within ten (10) days after its due date, unless otherwise prohibited by law.

5.4.3. Each Unit Owner shall be personally liable for those common expenses assessed against his Unit which are due and payable during his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his Unit to the Trustees and in such event be exempt from common expenses thereafter becoming due. Except to the extent permitted by applicable law, any lien for common expenses imposed after the date of recordation of a first mortgage on any unit shall be subordinate to said mortgage. In addition, except to the extent permitted by applicable law, any fees, late charges, fines, or interest that may be levied in connection with

unpaid assessments shall be subordinate to said mortgage. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided for in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). Any such sale or transfer pursuant to a foreclosure or a deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

5.4.4. In the event of default by any Unit Owner in paying to the Trustees his common expenses or any amount otherwise assessed hereunder, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid common expenses. The Trustees shall have the right and duty to levy and enforce the collection of general and supplemental assessments for common expenses and to provide adequate remedies, and shall attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of the Act. All such fees and charges shall, to the extent permitted by law, constitute a lien on such Unit Owner's Unit.

5.4.5. A Unit owner shall, upon any action brought by the Trustees to collect any amounts assessed or payable hereunder, have no right to make any claims of defense or off-set upon any basis in such action but the Unit Owner shall be entitled to make such claim by separate action only after all amounts have been paid in full by said Unit Owner. A suit to recover a money judgment for amounts assessed hereunder shall be maintainable without enforcing or waiving the lien securing the same.

5.4.6. If the Unit owned by the delinquent Unit Owner is leased, rented or let, and upon compliance by the Trustees with the applicable provisions Section 6 of the Act, the Trustees shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Trustees until such time as the amounts due and outstanding are fully paid and, upon a failure thereof, to obtain an order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

5.4.7. After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time thereafter may, at the option of the Trustees, be required to pay a reasonable rental for the use of the Unit. Subject to the provisions of Section 5.24 hereof, the Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid

common charges shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.8. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of the Act.

5.4.9. Neither the Trust nor the Trustees shall bear any responsibility whatsoever for damage to or theft of any vehicle while on the Condominium premises, and the Trustees shall not expend common funds for reimbursement in connection with such vehicle damage or theft.

5.4.10. Within ten (10) calendar days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor or a Unit mortgagee addressed to the Trustees and payment of a reasonable fee, not to exceed Fifty (\$50.00) Dollars, the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and cost of collection association therewith) for common expenses against the Unit. The foregoing fee shall not apply to sale of Units by the Declarant. A certificate pursuant Section 6(d) of the Act may be validly signed by (a) the majority of the Trustees who then appears to be serving according to the records of the Registry, or (b) the Management Company for the Condominium, provided a notice of the delegation of such authority, executed by a majority of the Trustees, is recorded with the Registry. Upon the recording with the Registry of such a certificate the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.5. Insurance.

5.5.1. Insurance Coverages to be Obtained. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

- (a) Fire insurance with extended coverage and "all risk" coverage including vandalism and, malicious mischief endorsements insuring all of the Buildings and structures in the Condominium including, without limitation, all such portions of the interior of such Buildings as are for insurance purposes normally deemed to constitute part of the Building and are customarily covered by such insurance, such as heating, air conditioning and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures. Such insurance is to be in an amount at least equal to 100% of the replacement value of the said Buildings and structures and is to be payable to the Trustees as Insurance Trustees; for the Unit Owners and their mortgagees, as their respective interests may appear. An Agreed Amount and Inflation Guard Endorsement shall be a part of the policy.
- (b) Public liability insurance in such amounts as the Trustees may from time to time determine, but in no event shall the limits of liability under such insurance be less than Three Million (\$3,000,000.00) Dollars for bodily injury (both on a per person and per occurrence basis) and One Million (\$1,000,000.00) Dollars for property damage, insuring the Trustees, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the manager, and

all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. Such coverage shall include, without limitation, the legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities and legal liability arising out of law suits relating to employment contracts of the Trust. This insurance, however, shall not insure against the individual liability of a Unit Owner for negligence occurring within his own Unit.

- (c) Worker's compensation insurance as required by law.
- (d) A fidelity bond or bonds insuring against the dishonest acts of any Trustee, manager, or agent or employee of the Trust who may be responsible for handling the funds of the Trust. Such bond or bonds shall name the Trust as the insured and shall be in an amount at least equal to the greater of one and one-half (1 ½) times the common expense budget of the Condominium, including that portion of the budget allocable to reserve accounts or three (3) month's aggregate assessments on all Units plus reserve funds. Such bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.
- (e) If any portion of the Condominium is located within a designated flood hazard area, flood insurance in an amount not less than the lesser of (1) the maximum coverage available under the National Flood Insurance Program (NFIP) for all Buildings and other insurable property within any portion of the Condominium so located; or (2) 100% of current "replacement cost" of all such Buildings and other insurable property.
- (f) If the Condominium is subject to a substantial construction code provision which would become operative and require changes to undamaged portions of the Building(s), a Construction Code Endorsement (such as, for example, a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Loans endorsement or an Increased Cost of Construction Endorsement).
- (g) Such other insurance as the Trustees may from time to time determine. The Trustees shall also secure such additional insurance, or modify existing coverage, if necessary, to comply with the requirements of Federal Home Loan Mortgage Corporation (hereinafter "FHLMC") or Federal National Mortgage Association (hereinafter "FNMA") so that mortgages covering Units will be eligible for sale to FHLMC and FNMA.

5.5.2. General Insurance Provisions.

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.5.1. above and shall review with the insurer or insurance agent, at least

annually, the coverage under said policies, said review to include an insurance appraisal of improvements within the Condominium, and shall make any necessary changes in the policies provided for under Section 5.5.1. above in order to meet the coverage requirements thereof.

- (b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all persons who act or come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, except in case of arson or fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners or other persons over which the Trustees have "no control"; (3) provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (4) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Unit Owners or their mortgagees; (5) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause; and (6) provide that any Insurance Trust Agreement (if any there be) be recognized.
- (c) Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage; said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Unit Owners) shall be filed with the Trustees.
- (d) Each Unit Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit, all floor coverings whether or not fixtures, and all improvements to his Unit which may not be covered by the insurance secured by the Trustees.

5.5.3. The Trustees, as Insurance Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 hereof. With respect to losses covered by such insurance which affect portions or elements or a Unit, or of more than one (1) Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.4. The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.5.5. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to each Unit Owner and his mortgagee(s).

5.5.6. Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner, by virtue of any activities he conducts in his Unit, causes an increase in the premiums for any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Unit.

5.6 Rebuilding, Restoration and Condemnation.

5.6.1. In the event of any casualty loss to the Buildings and/or other improvements forming the Condominium, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination.

- (a) If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees acting as Insurance Trustees shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.
- (b) If such loss as so determined exceeds ten (10%) percent of such value and if within one hundred twenty (120) days after the date of such loss, seventy-five (75%) percent or more of the Unit Owners do not agree to proceed with repair or restoration, a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be divided among the Unit Owners in proportion to their respective undivided ownership interest in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Unit Owners in proportion to their undivided interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, seventy-five (75%) percent or more of the Unit Owners agree to proceed with the necessary repair or restoration, the Trustees shall arrange for the repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriate progress payments and with appropriate retainage.

5.6.2. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit

Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to a Unit, which exceeded a value of \$1,000.00 when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.5.2 (e) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that if the casualty loss exceeds ten (10%) percent of the value of the Condominium as described in Section 5.6.1. (b) hereof and if such excess cost of repairs over available insurance proceeds exceeds ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner not agreeing as provided in said Section 5.6.1 (b) to proceed with the repair and restoration may apply to the Commonwealth of Massachusetts Superior Court Department of the Trial Court, Essex Division (the "Superior Court"), on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved the Court. The cost of any such purchase shall be a common expense.

5.6.3. The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

5.6.4. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

5.6.5. In the event that any of the Units or any part of the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply, to the extent permitted by applicable law;

- (a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the Beneficial Interest under the Trust shall automatically be reallocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.

- (b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition, (1) that Unit's undivided interest in the Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as at the date of such taking bears to the fair value of the remaining Units in the Condominium as of such date, and (2) that Unit's interest in the Common Areas and Facilities shall be divested from said Unit and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the date of such taking.
- (c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of Oakridge Village - Maplewood Reserve Condominium Trust as Condemnation Trustees for the benefit of Oakridge Village - Maplewood Reserve condominium, of the several Unit Owners and their respective mortgagees".

The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees of Oakridge Village - Maplewood Reserve Condominium Trust as his attorney-in-fact for the foregoing purposes.

5.7. Improvements to Common Areas and Facilities.

5.7.1. If, and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five (25%) percent or more of the Beneficial Interest hereunder to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of the Act. Notwithstanding the foregoing, so long as the Declarant has any Beneficial Interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder, or (b) the expiration of six (6) months after such agreement

was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If the percentage of agreeing Unit Owners equals or exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense, provided, however, that, if such improvement costs in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not agreeing to the improvement may apply to the Superior Court, upon such notice to the Trustees as the Court shall direct for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense. If the percentage of agreeing Unit Owners equals or exceeds fifty-one percent (51%), but is less than seventy-five percent (75%), the Trustees may, with the written consent of those Units Owners who wish the improvement to be made, proceed to make the improvement and charge the cost thereof as a common expense to such agreeing Unit Owners only.

5.7.2. If and when any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing such improvement, as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.7.3. No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity or fire rating of the Building(s) or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the Trustees in accordance with the provisions of Section 5.7.4 hereof and shall conform to the conditions set forth in said Section 5.7.4.

5.7.4. The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually or collectively referred to as the "Proposed Work") which are subject to the approval procedures and conditions of this Section 5.7.4:

Prior to the commencement of the Proposed Work:

(a) The Unit Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section 5.7.4. Such plans and specifications shall be in such detail as the Trustees may reasonably request and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by Trustees;

(b) The Unit Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to fully evaluate the proposed work; and

(c) The Trustees, acting as a Design Review Committee shall have given their written approval of the Proposed Work, which approval shall not be unreasonably withheld.

5.8. Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified under Section 5.1 hereof not to be delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such an agreement shall not exceed three (3) years.

5.9. Meetings.

5.9.1. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairman, Treasurer and Secretary. Other meetings of the Trustees may be called by the Chairman and shall be called upon the written request of at least two (2) Trustees; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three (3) days before such meeting to each of the Trustees.

5.9.2. There shall be an annual meeting of the Unit Owners on the second Wednesday in March of each year, at 7:00 p.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least thirty-three and one-third (33 1/3%) percent of the Beneficial Interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the Beneficial Interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time

to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

5.9.3. Unit Owners entitled to vote at any meeting may vote by proxy only if the proxy holder is a Trustee. No otherwise valid proxy not so held by a Trustee shall be given effect.

5.10. Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one (1) or more of the Trustees to such Unit Owner by leaving such with him at his residence in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.11. Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to the date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owners having a right to notice of and to vote at such meeting, and in such case only Unit Owners of record on such record date shall have such rights, notwithstanding any transfer by a Unit Owner of his interest in his Unit after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the day next preceding the day on which notice of a meeting of the Unit Owners is given.

5.12. Action by Consent of Trustees. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that a majority of the Trustees assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

5.13. Officers.

5.13.1. Designation. The officers of the Trust shall be a Chairman, a Treasurer, a Secretary and such other officers as the Trustees from time to time determine.

5.13.2. Election and Qualification. The officers shall be appointed by the First Board of Trustees or their successors selected by the Declarant until the Transfer Date and thereafter the officers shall be selected by majority vote of the Trustees at their regular meeting, or if such regular meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees. All officers shall be Trustees. A Trustee, if there is then only one (1) or are then only two (2) in office, may hold more than one (1) office.

5.13.3. Term of Office. All Officers, other than the First Board of Trustees or their successors as appointed by the Declarant, shall hold office for a term of one (1) year and until their successors are elected and qualified. No person may hold such office for more than four (4) years in succession and until such person's successor is elected and qualified; provided that any person who vacates such office after so holding office for four (4) years in succession

may be subsequently re-elected to such office, but only where such person's new term in office begins not less than two (2) years after such person previously vacated such office.

5.13.4. Chairman. The Chairman shall preside at all meetings of the Trustees and of the Unit Owners, and shall have such other powers and perform such other duties as are provided in the Master Deed or this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.13.5. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for that purpose. He shall keep the records and documents of the Trustees and of the Unit Owners. He shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and their mortgagees, if any, and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time.

5.13.6. Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners, from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.14. Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one (1) or more of the Trustees and the Unit Owners and first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Notwithstanding the preceding, the Trustees shall cause an audited financial statement to be available within 120 days of the end of each fiscal year and, upon written request, available to the holder, insurer or guarantor of any first mortgage that is secured by a Unit. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety (90) days after the date of the receipt by him shall be deemed to have assented thereto.

5.15. Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons to whom such power may, at any time or from time to time, be delegated by not less than a majority of the Trustees.

5.16. Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at

their pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.17. Fiscal Year. The fiscal year of the Trust shall be the calendar year, ending with the last day of December or such other dates as may from time to time be determined by the Trustees.

5.18. Removal from Condominium Law. Until such time as the Declarant has no Beneficial Interest hereunder, Unit Owners holding one hundred (100%) percent of the Beneficial Interest shall be required to approve the removal of the Condominium described herein from the provisions of the Act, and thereafter the provisions of Section 19 of the Act shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five (75%) percent of the Beneficial Interest, together with the consent in writing of sixty-seven (67%) of the holders of first mortgages on Units, shall be required for such removal.

5.19. Sale or Lease of Units. Subject to the provisions of the Master Deed, a Unit Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto, (b) any exclusive easements appurtenant thereto (as described in the Master Deed), (c) any parking space or storage facility assigned to the Unit (as described in the Master Deed), (d) the interest of such Unit Owner in any Units therefore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, (e) any exclusive rights and/or easements as provided in paragraph 6 of the Master Deed, and (f) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called "Appurtenant Interests"). However, no Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to or an interest in his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests so omitted, shall include all such interests even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units. Any such lease shall be in compliance with the terms of the Master Deed.

5.20. Acquisition of Units by the Trustees. With the approval of Unit Owners holding seventy-five (75%) percent of the Beneficial Interest under this Trust, the Trustees may acquire a Unit using funds from the working capital and common expenses in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his Beneficial Interest as set forth in Exhibit C to the Master Deed, as a common expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD
PARTIES DEALING WITH THE TRUSTEES

6.1. Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees, or any two (2) or more of them, for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any two (2) or more of them, shall receive any money, property or other, credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, or any two (2) or more of them, purporting to be done, in pursuance of any of the provisions or powers herein contained. Notwithstanding the foregoing, until the Transfer Date, no person dealing with the Trustee designated by the Declarant shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustee purporting to be done, in pursuance of any of the provisions or powers herein contained.

6.2. Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of the Act.

6.3. Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by an agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

6.4. Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the Trustees or the beneficiaries, as to what action has been taken by the

beneficiaries, and as to matters, determining the authority of the Trustees to do any act, when duly acknowledged and recorded with the Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by a Trustee, or any two (2) or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII AMENDMENTS AND TERMINATION

7.1. Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least sixty-seven (67%) percent of the Beneficial Interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

- 7.1.1. Made without the consent of the Declarant prior to the Transfer Date; or
- 7.1.2. It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of Beneficial Interest of any Unit Owner hereunder so as to be different than the percentage of the individual ownership interest of such Unit Owner in the Common Areas and Facilities as set forth in Exhibit C to the Master Deed as said Master Deed may be hereafter amended to add new phase(s) to the Condominium pursuant to the provisions of paragraph 18 of the Master Deed; or
- 7.1.3. It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of the Act; or
- 7.1.4. It would, in any manner, disqualify mortgages of Units in the Condominium for sale to FHLMC or FNMA. All provisions of this Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

7.2. Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of

such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

7.3. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of the Act, as may be supplemented by Section 5.18 hereof.

7.4. Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Act, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of Beneficial Interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII MORTGAGES

8.1. Mortgage List. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of the Mortgagee. The Trustees shall maintain a current list of such information.

8.2. Report of Violations. The Trustees whenever so requested in writing by a Mortgagee of a Unit shall promptly report any then unpaid common charges due from, or any other violation of the provisions of the Master Deed or this Trust by, the Unit Owner of the mortgaged Unit.

8.3. Notice. The Trustees, where giving notice to Unit Owner of a default in paying common expenses or of any other such violation, shall, if requested by a Mortgagee, send a copy of such notice to each Mortgagee of the Unit whose name and address has theretofore been furnished to the Trustees.

8.4. Right to Examine Books. Each Mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Condominium at reasonable times on regular business days.

ARTICLE IX
ASSIGNMENT BY UNIT OWNER OF RIGHTS AND OPTIONS

The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to, or restricted in favor of, any Mortgagee of a mortgage covering that Owner's Unit, and the Trustees shall upon receipt of written notice thereof from such Unit Owner or Mortgagee be bound by any such assignment or transfer which appears of record to be in full force and effect.

ARTICLE X
CONSTRUCTION AND INTERPRETATION; WAIVER; RECOURSE LIMITED

10.1. Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. As all provisions of the Master Deed and this Trust are to be construed so that mortgages covering Units shall qualify for sale to FHLMC and to FNMA, in the event that any action to be taken requires an assent or vote of a specified percentage of Unit Owners and/or their mortgagees, and if the requirements of FHLMC and FNMA shall differ, the higher percentage shall be required.

10.2. Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

10.3. Conflicts. If any provision of this Trust shall be invalid or shall conflict with the Act, as amended, or the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

10.3.1. In the event of a conflict between the Trust and the Act, as amended, the provisions of the Act shall control.

10.3.2. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust.

10.3.3. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirement set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

10.3.4. In the event of any conflict other than as set forth in Subsection 10.3.3 of this Section between, the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

10.3.5. In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of FHLMC or FNMA, the more stringent of the requirements of FHLMC or FNMA shall control, to the extent that such requirements do not otherwise conflict with applicable law.

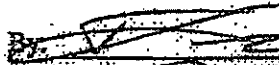
10.4. Waiver. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

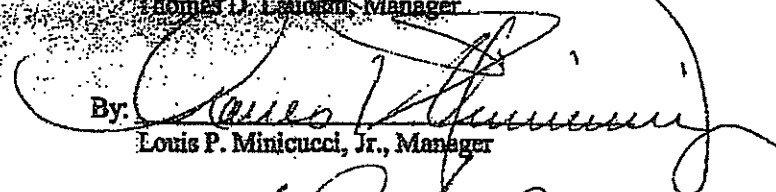
10.5. Recourse Limited. Notwithstanding anything to the contrary herein, any liability or claims against Declarant or the First Board of Trustees are strictly limited to the Declarant's interest in the Condominium, and in no event shall any recovery or judgment be sought or enforced against any of the Declarant's other assets (if any) or against any of Declarant's managers, members, partners (or their constituent partners) or any officer, employee or agent of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

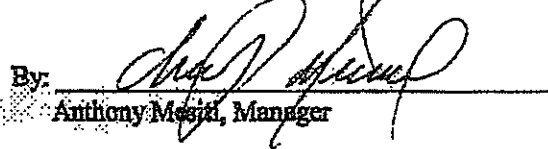
IN WITNESS WHEREOF, the undersigned have herunto caused these presents to be executed in its behalf, as a sealed instrument on the day and date first above written.

Signatures on next page.

Valley Realty Development, LLC

~~By: 
Thomas D. Laudon, Manager~~

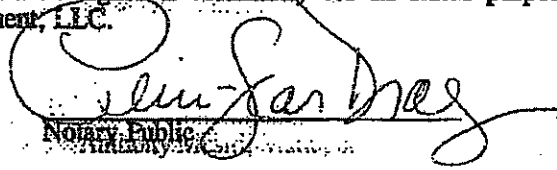
By: 
Louis P. Minicucci, Jr., Manager


By: 
Anthony Maggi, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 14 day of March 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which were driver's license, personally known to me or personally known to a 3rd party personally known to me, 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 Manager of the Valley Realty Development, LLC.


Notary Public

 PENNIE-JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011



On this 14 day of March 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which were driver's license, personally known to me or personally known to a 3rd party personally known to me, 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 Manager of the Valley Realty Development, LLC.

Notary Public

**FIRST AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE**

**ADDITION OF PHASE 2
(BUILDINGS 6, 7 and 8)**

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds at Book 10082, Page 1 (the "Master Deed"), pursuant to the rights reserved in paragraph 18 of the Master Deed to amend the Master Deed to add additional phases, does hereby amend the Master Deed to add Phase Two (Building 6, 7 and 8) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them as in the Master Deed.

1. Phase Two consists of (i) Building 6 containing twelve (12) townhouse Units ("Townhouse Units"); (ii) Building 7 containing five (5) automobile parking garages ("Garages"); and (iii) Building 8 containing six Garages.

2. The Master Deed is hereby amended as follows:

- (a) Paragraph 5 of the Master Deed is hereby amended by substituting the Condominium Plan described therein with a certain plan entitled "Condominium Site Plan - Addition of Phase II, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LCC", Dated: March 30, 2006, by Merrimack Engineering Services and recorded with the Registry as Plan No. _____.
- (b) The Townhouse Units and Garages for Phase 2 (Buildings 6, 7 and 8) are shown on the plans entitled "Condominium Floor Plans, Phase II Buildings 6, 7 & 8, dated March 30 2006, containing Sheets 1 through 3, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. _____, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.
- (c) Paragraph 8 (b) of the Master Deed is hereby amended by deleting it in its entirety and replacing it with the following:
- (b) Parking. Each Unit shall have the exclusive right and easement as appurtenant to such Unit to use the parking space(s) (the "Parking Space(s)") and/or the garage (the "Garage"), if any, designated in the Unit Deed from the Declarant to a purchaser thereof (or, in the case of such conveyance from Declarant separate from such deed, then in and by the

Return to:
Robert W. Levy, Esquire
Eckert Seamans Cherin & Mellou, LLC
One International Place
Boston, MA 02110

instrument of conveyance so utilized) and shown on the Floor Plans or the Condominium Site Plan. Declarant hereby reserves the right, as long as Declarant owns a Unit in the Condominium or has the right to add additional phases of the Condominium, to grant by such deed or separate instrument the exclusive right to use additional Parking Space(s) or Garage(s) in the Condominium to a Unit Owner on such terms and conditions as Declarant deems appropriate and any consideration paid in connection therewith shall be retained by the Declarant. To the extent any of the Parking Spaces or Garages have not been so assigned after all Units have been sold by Declarant in all of the phases of the Condominium and Declarant no longer has the right to add additional phases thereto, the same shall be available, subject to the Rules and Regulations of the Condominium and the designation by the Declarant or the Trustee of certain spaces for handicap use, for occasional use by all Unit Owners or occupants and their guests and they shall be a part of the Common Areas and Facilities of the Condominium. The Parking Spaces designated on the Condominium Site Plan as handicap spaces shall be a part of the Common Areas and Facilities of the Condominium and shall be only be used for parking by handicap individuals in accordance with applicable law and the Rules and Regulations of the Condominium. The owner of an exclusive right and easement to a Parking Space or Garage shall bear all risks, including, personal injury, property damage, theft and vandalism, with respect to such Parking Space or Garage. Any Owner of a Unit, including the Declarant, may convey or exchange any Parking Space(s) or Garage to which such Unit has an exclusive right and easement, or, as to Declarant, any such Parking Space(s) or Garage that have not been conveyed, to another Unit Owner or to the Declarant, provided that commencing with the first conveyance of a Unit every Unit shall at all times have an exclusive right and easement to at least one (1) Parking Space or Garage.

- (d) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.
 - (e) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.
3. Giving effect to the foregoing, Phase 2 (Buildings 6, 7 and 8) is hereby added to the Condominium.
 4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 13 day of April, 2006.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC

By: [Signature]
Thomas D. Laudani, Manager

By: [Signature]
Anthony Mesiti, Manager

By: [Signature]
Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 13 day of April, 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC.

[Signature]
NOTARY PUBLIC

My Commission Expires: July 21, 2011



PENNIE-JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011

EXHIBIT B**DESCRIPTION OF BUILDINGS**

There are five (5) Buildings on the Land described in Exhibit A to this Master Deed contained in phase 1 and 2 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".

2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38-Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312 of the Condominium.

3. A two and on-half (2 ½) story building consisting of twelve (12) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6, 601-612 Alder Way".

4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building No. 7".

5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building No. 8".

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 2.024676% |
| 2 | 102 | 4 | 1,159 | First Floor | 2.024676% |
| 2 | 103 | 3 | 860 | First Floor | 1.581778% |
| 2 | 104 | 3 | 852 | First Floor | 1.423600% |
| 2 | 105 | 3 | 856 | First Floor | 1.423600% |
| 2 | 106 | 4 | 1,077 | First Floor | 2.024676% |
| 2 | 107 | 3 | 852 | First Floor | 1.581778% |
| 2 | 108 | 4 | 1,077 | First Floor | 2.024676% |
| 2 | 109 | 3 | 855 | First Floor | 1.423600% |
| 2 | 110 | 3 | 852 | First Floor | 1.423600% |
| 2 | 111 | 3 | 859 | First Floor | 1.581778% |
| 2 | 112 | 4 | 1,159 | First Floor | 2.024676% |
| 2 | 113 | 4 | 1,152 | First Floor | 2.024676% |
| 2 | 201 | 4 | 1,116 | Second Floor | 2.024676% |
| 2 | 202 | 4 | 1,117 | Second Floor | 2.024676% |
| 2 | 203 | 4 | 1,039 | Second Floor | 1.676685% |
| 2 | 204 | 4 | 1,259 | Second Floor | 2.024676% |
| 2 | 205 | 3 | 814 | Second Floor | 1.581778% |
| 2 | 206 | 4 | 1,035 | Second Floor | 1.676685% |
| 2 | 207 | 3 | 857 | Second Floor | 1.423600% |
| 2 | 208 | 4 | 1,036 | Second Floor | 2.024676% |
| 2 | 209 | 3 | 813 | Second Floor | 1.581778% |
| 2 | 210 | 4 | 1,261 | Second Floor | 2.024676% |
| 2 | 211 | 4 | 1,032 | Second Floor | 1.676685% |
| 2 | 212 | 4 | 1,117 | Second Floor | 2.024676% |
| 2 | 213 | 4 | 1,118 | Second Floor | 2.024676% |
| 2 | 301 | 4 | 1,121 | Third Floor | 2.024676% |
| 2 | 302 | 4 | 1,118 | Third Floor | 2.024676% |
| 2 | 303 | 4 | 1,043 | Third Floor | 1.676685% |
| 2 | 304 | 4 | 1,267 | Third Floor | 2.024676% |
| 2 | 305 | 4 | 1,257 | Third Floor | 2.024676% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 2 is 2 Harvest Drive, North Andover, MA 01845; and (ii) Building 6 is 601-612 Alder Way, North Andover, MA 01845.

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 2 | 306 | 4 | 1,031 | Third Floor | 1.676685% |
| 2 | 307 | 4 | 1,257 | Third Floor | 2.024676% |
| 2 | 308 | 4 | 1,038 | Third Floor | 2.024676% |
| 2 | 309 | 4 | 1,035 | Third Floor | 2.024676% |
| 2 | 310 | 4 | 1,264 | Third Floor | 2.024676% |
| 2 | 311 | 4 | 1,117 | Third Floor | 1.676685% |
| 2 | 312 | 4 | 1,121 | Third Floor | 2.024676% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 2.657387% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 2.657387% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 2.657387% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 2.657387% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 2.657387% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 2.657387% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 2.657387% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 1.898134% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 2.657387% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 1.898134% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 2.657387% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 2.657387% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

**SECOND AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE**

**ADDITION OF PHASE 3
(BUILDING 3)**

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127 (the "Master Deed"), pursuant to the rights reserved in paragraph 18 of the Master Deed to amend the Master Deed to add additional phases, does hereby amend the Master Deed to add Phase Three (Building 3) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them as in the Master Deed.

1. Phase Three consists of Building 3 containing thirty eight (38) Units, twenty three (23) Parking Spaces and forty (40) indoor Parking Spaces (the "Indoor Parking Spaces").

2. The Master Deed is hereby amended as follows:

(a) Paragraph 5 of the Master Deed is hereby amended by substituting the Condominium Plan described therein with a certain plan entitled "Condominium Site Plan - Addition of Phase III, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LCC", Dated: April 11, 2006, by Merrimack Engineering Services and recorded with the Registry as Plan No. 15358.

(b) The Units and Indoor Parking Spaces for Phase 3 (Building 3) are shown on the plans entitled "Condominium Floor Plans, Phase III Buildings 3, dated April 11, 2006, containing Sheets 1 through 4, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15359, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.

(c) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.

(d) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.

3. Giving effect to the foregoing, Phase 3 (Buildings 3) is hereby added to the Condominium.

Return to:
Robert W. Levy, Esquire
Eckert Seamans Cherin & Mellott, LLC
One International Place
Boston, MA 02110

facts box

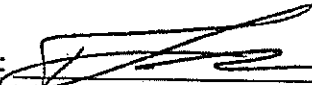
2006 APR 21 P 12:34 012991

4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

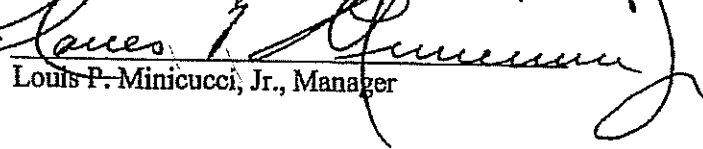
IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 14 day of April, 2006.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC

By: 
Thomas D. Laudani, Manager

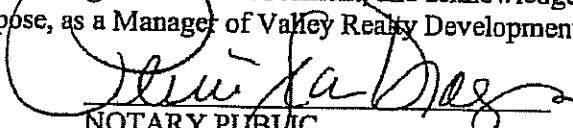
By: 
Anthony Mesiti, Manager

By: 
Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 19 day of April, 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,


NOTARY PUBLIC
My Commission Expires: July 21, 2011


 PENNIE-JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011

EXHIBIT B

DESCRIPTION OF BUILDINGS

There are six (6) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2 and 3 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312 of the Condominium.
3. A two and on-half (2 ½) story building consisting of twelve (12) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6, 601-612 Alder Way".
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building No. 7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building No. 8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 3, #3 Harvest Drive". Said building contains Units 101 through 312 of the Condominium.

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 1.171475% |
| 2 | 102 | 4 | 1,159 | First Floor | 1.171475% |
| 2 | 103 | 3 | 860 | First Floor | 0.915215% |
| 2 | 104 | 3 | 852 | First Floor | 0.911554% |
| 2 | 105 | 3 | 856 | First Floor | 0.911554% |
| 2 | 106 | 4 | 1,077 | First Floor | 1.171475% |
| 2 | 107 | 3 | 852 | First Floor | 0.915215% |
| 2 | 108 | 4 | 1,077 | First Floor | 1.171475% |
| 2 | 109 | 3 | 855 | First Floor | 0.911554% |
| 2 | 110 | 3 | 852 | First Floor | 0.911554% |
| 2 | 111 | 3 | 859 | First Floor | 0.915215% |
| 2 | 112 | 4 | 1,159 | First Floor | 1.171475% |
| 2 | 113 | 4 | 1,152 | First Floor | 1.171475% |
| 2 | 201 | 4 | 1,116 | Second Floor | 1.171475% |
| 2 | 202 | 4 | 1,117 | Second Floor | 1.171475% |
| 2 | 203 | 4 | 1,039 | Second Floor | 0.995753% |
| 2 | 204 | 4 | 1,259 | Second Floor | 1.171475% |
| 2 | 205 | 3 | 814 | Second Floor | 0.915215% |
| 2 | 206 | 4 | 1,035 | Second Floor | 0.995753% |
| 2 | 207 | 3 | 857 | Second Floor | 0.911554% |
| 2 | 208 | 4 | 1,036 | Second Floor | 1.171475% |
| 2 | 209 | 3 | 813 | Second Floor | 0.915215% |
| 2 | 210 | 4 | 1,261 | Second Floor | 1.171475% |
| 2 | 211 | 4 | 1,032 | Second Floor | 0.995753% |
| 2 | 212 | 4 | 1,117 | Second Floor | 1.171475% |
| 2 | 213 | 4 | 1,118 | Second Floor | 1.171475% |
| 2 | 301 | 4 | 1,121 | Third Floor | 1.171475% |
| 2 | 302 | 4 | 1,118 | Third Floor | 1.171475% |
| 2 | 303 | 4 | 1,043 | Third Floor | 0.995753% |
| 2 | 304 | 4 | 1,267 | Third Floor | 1.171475% |
| 2 | 305 | 4 | 1,257 | Third Floor | 1.171475% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (ii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iii) Building 3 is 3 Harvest Drive, North Andover, MA 01845.

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 2 | 306 | 4 | 1,031 | Third Floor | 0.995753% |
| 2 | 307 | 4 | 1,257 | Third Floor | 1.171475% |
| 2 | 308 | 4 | 1,038 | Third Floor | 1.171475% |
| 2 | 309 | 4 | 1,035 | Third Floor | 1.171475% |
| 2 | 310 | 4 | 1,264 | Third Floor | 1.171475% |
| 2 | 311 | 4 | 1,117 | Third Floor | 0.995753% |
| 2 | 312 | 4 | 1,121 | Third Floor | 1.171475% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 1.537560% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 1.537560% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 1.537560% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 1.537560% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 1.537560% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 1.537560% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 1.537560% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 1.087275% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 1.537560% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 1.087275% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 1.537560% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 1.537560% |
| 3 | 101 | 4 | 1,149 | First Floor | 1.171475% |
| 3 | 102 | 4 | 1,155 | First Floor | 1.171475% |
| 3 | 103 | 4 | 1,054 | First Floor | 1.171475% |
| 3 | 104 | 3 | 859 | First Floor | 0.911554% |
| 3 | 105 | 3 | 850 | First Floor | 0.911554% |
| 3 | 106 | 4 | 1,080 | First Floor | 1.171475% |
| 3 | 107 | 3 | 847 | First Floor | 0.915215% |
| 3 | 108 | 4 | 1,079 | First Floor | 1.171475% |
| 3 | 109 | 3 | 854 | First Floor | 0.911554% |
| 3 | 110 | 3 | 858 | First Floor | 0.911554% |
| 3 | 111 | 4 | 1,051 | First Floor | 1.171475% |
| 3 | 112 | 4 | 1,150 | First Floor | 1.171475% |

| | | | | | |
|---|-----|---|-------|--------------|-----------|
| 3 | 113 | 4 | 1,152 | First Floor | 1.171475% |
| 3 | 201 | 4 | 1,116 | Second Floor | 1.171475% |
| 3 | 202 | 4 | 1,114 | Second Floor | 1.171475% |
| 3 | 203 | 4 | 1,029 | Second Floor | 0.995753% |
| 3 | 204 | 4 | 1,264 | Second Floor | 1.171475% |
| 3 | 205 | 3 | 809 | Second Floor | 0.915215% |
| 3 | 206 | 4 | 1,034 | Second Floor | 0.995753% |
| 3 | 207 | 3 | 848 | Second Floor | 0.911554% |
| 3 | 208 | 4 | 1,035 | Second Floor | 1.171475% |
| 3 | 209 | 3 | 806 | Second Floor | 0.915215% |
| 3 | 210 | 4 | 1,264 | Second Floor | 1.171475% |
| 3 | 211 | 4 | 1,026 | Second Floor | 0.995753% |
| 3 | 212 | 4 | 1,115 | Second Floor | 1.171475% |
| 3 | 213 | 4 | 1,111 | Second Floor | 1.171475% |
| 3 | 301 | 4 | 1,112 | Third Floor | 1.171475% |
| 3 | 302 | 4 | 1,114 | Third Floor | 1.171475% |
| 3 | 303 | 4 | 1,030 | Third Floor | 0.995753% |
| 3 | 304 | 4 | 1,267 | Third Floor | 1.171475% |
| 3 | 305 | 4 | 1,243 | Third Floor | 1.171475% |
| 3 | 306 | 4 | 1,058 | Third Floor | 0.995753% |
| 3 | 307 | 4 | 1,243 | Third Floor | 1.171475% |
| 3 | 308 | 4 | 1,042 | Third Floor | 1.171475% |
| 3 | 309 | 4 | 1,028 | Third Floor | 1.171475% |
| 3 | 310 | 4 | 1,270 | Third Floor | 1.171475% |
| 3 | 311 | 4 | 1,107 | Third Floor | 1.171475% |
| 3 | 312 | 4 | 1,120 | Third Floor | 1.171475% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

THIRD AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE

ADDITION OF PHASE 4
(BUILDING 9)

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127 and Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147 (the "Master Deed"), pursuant to the rights reserved in paragraph 18 of the Master Deed to amend the Master Deed to add additional phases, does hereby amend the Master Deed to add Phase Four (Building 9) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them as in the Master Deed.

1. Phase Four consists of Building 9 containing six (6) Townhouse Units and one (1) Garage.
2. The Master Deed is hereby amended as follows:
 - (a) Paragraph 5 of the Master Deed is hereby amended by substituting the Condominium Plan described therein with a certain plan entitled "Condominium Site Plan - Addition of Phase IV, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", Dated: June 30, 2006, by Merrimack Engineering Services and recorded with the Registry as Plan No. 15448.
 - (b) The Townhouse Units for Phase 4 (Building 9) are shown on the plans entitled "Condominium Floor Plans, Phase IV Building 9, dated June 30, 2006, containing Sheet 1, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15449, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.
 - (c) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.
 - (d) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.

MAY 13 9 30 AM
ESSEX NORTH DISTRICT
REGISTRY OF DEEDS

023668

Return to:
Robert W. Levy, Esquire
Eckert Seamans Cherin & Mellou, LLC
One International Place
Boston, MA 02110

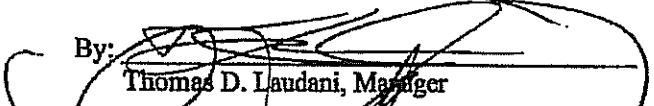
3/20/06 box

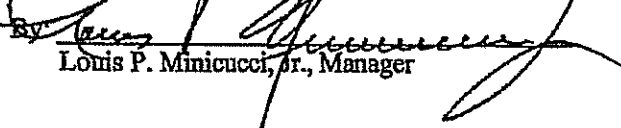
3. Giving effect to the foregoing, Phase 4 (Building 9) is hereby added to the Condominium.
4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 30th day of June, 2006.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC


By: 
 Thomas D. Laudani, Manager

By: 
 Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 30th day of June, 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,


 NOTARY PUBLIC
 My Commission Expires: 7/21/2011

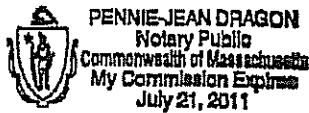


EXHIBIT B

DESCRIPTION OF BUILDINGS

There are seven (7) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3 and 4 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312.
3. A two and on-half (2 ½) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6 601-612 Alder Way". Said building contains Units 601 through 612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building No. 7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building No. 8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and on-half (2 ½) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #9 901-906 Alder Way". Said building contains Units 901 through 906.

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 1.081446% |
| 2 | 102 | 4 | 1,159 | First Floor | 1.081446% |
| 2 | 103 | 3 | 860 | First Floor | 0.844880% |
| 2 | 104 | 3 | 852 | First Floor | 0.841501% |
| 2 | 105 | 3 | 856 | First Floor | 0.841501% |
| 2 | 106 | 4 | 1,077 | First Floor | 1.081446% |
| 2 | 107 | 3 | 852 | First Floor | 0.844880% |
| 2 | 108 | 4 | 1,077 | First Floor | 1.081446% |
| 2 | 109 | 3 | 855 | First Floor | 0.841501% |
| 2 | 110 | 3 | 852 | First Floor | 0.841501% |
| 2 | 111 | 3 | 859 | First Floor | 0.844880% |
| 2 | 112 | 4 | 1,159 | First Floor | 1.081446% |
| 2 | 113 | 4 | 1,152 | First Floor | 1.081446% |
| 2 | 201 | 4 | 1,116 | Second Floor | 1.081446% |
| 2 | 202 | 4 | 1,117 | Second Floor | 1.081446% |
| 2 | 203 | 4 | 1,039 | Second Floor | 0.919229% |
| 2 | 204 | 4 | 1,259 | Second Floor | 1.081446% |
| 2 | 205 | 3 | 814 | Second Floor | 0.844880% |
| 2 | 206 | 4 | 1,035 | Second Floor | 0.919229% |
| 2 | 207 | 3 | 857 | Second Floor | 0.841501% |
| 2 | 208 | 4 | 1,036 | Second Floor | 1.081446% |
| 2 | 209 | 3 | 813 | Second Floor | 0.844880% |
| 2 | 210 | 4 | 1,261 | Second Floor | 1.081446% |
| 2 | 211 | 4 | 1,032 | Second Floor | 0.919229% |
| 2 | 212 | 4 | 1,117 | Second Floor | 1.081446% |
| 2 | 213 | 4 | 1,118 | Second Floor | 1.081446% |
| 2 | 301 | 4 | 1,121 | Third Floor | 1.081446% |
| 2 | 302 | 4 | 1,118 | Third Floor | 1.081446% |
| 2 | 303 | 4 | 1,043 | Third Floor | 0.919229% |
| 2 | 304 | 4 | 1,267 | Third Floor | 1.081446% |
| 2 | 305 | 4 | 1,257 | Third Floor | 1.081446% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (ii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iii) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (iv) Building 9 is 901-906 Alder Way, North Andover, MA 01845

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 2 | 306 | 4 | 1,031 | Third Floor | 0.919229% |
| 2 | 307 | 4 | 1,257 | Third Floor | 1.081446% |
| 2 | 308 | 4 | 1,038 | Third Floor | 1.081446% |
| 2 | 309 | 4 | 1,035 | Third Floor | 1.081446% |
| 2 | 310 | 4 | 1,264 | Third Floor | 1.081446% |
| 2 | 311 | 4 | 1,117 | Third Floor | 0.919229% |
| 2 | 312 | 4 | 1,121 | Third Floor | 1.081446% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 1.081446% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 1.081446% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 1.081446% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 0.841501% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 0.841501% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 1.081446% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 0.844880% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 1.081446% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 0.841501% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 0.841501% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 1.081446% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 1.081446% |
| 3 | 101 | 4 | 1,149 | First Floor | 1.081446% |
| 3 | 102 | 4 | 1,155 | First Floor | 1.081446% |
| 3 | 103 | 4 | 1,054 | First Floor | 1.081446% |
| 3 | 104 | 3 | 859 | First Floor | 0.919229% |
| 3 | 105 | 3 | 850 | First Floor | 1.081446% |
| 3 | 106 | 4 | 1,080 | First Floor | 0.844880% |
| 3 | 107 | 3 | 847 | First Floor | 0.919229% |
| 3 | 108 | 4 | 1,079 | First Floor | 0.841501% |
| 3 | 109 | 3 | 854 | First Floor | 1.081446% |
| 3 | 110 | 3 | 858 | First Floor | 0.844880% |
| 3 | 111 | 4 | 1,051 | First Floor | 1.081446% |
| 3 | 112 | 4 | 1,150 | First Floor | 0.919229% |

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 3 | 113 | 4 | 1,152 | First Floor | 1.081446% |
| 3 | 201 | 4 | 1,116 | Second Floor | 1.081446% |
| 3 | 202 | 4 | 1,114 | Second Floor | 1.081446% |
| 3 | 203 | 4 | 1,029 | Second Floor | 1.081446% |
| 3 | 204 | 4 | 1,264 | Second Floor | 0.919229% |
| 3 | 205 | 3 | 809 | Second Floor | 1.081446% |
| 3 | 206 | 4 | 1,034 | Second Floor | 1.081446% |
| 3 | 207 | 3 | 848 | Second Floor | 0.919229% |
| 3 | 208 | 4 | 1,035 | Second Floor | 1.081446% |
| 3 | 209 | 3 | 806 | Second Floor | 1.081446% |
| 3 | 210 | 4 | 1,264 | Second Floor | 1.081446% |
| 3 | 211 | 4 | 1,026 | Second Floor | 1.081446% |
| 3 | 212 | 4 | 1,115 | Second Floor | 1.081446% |
| 3 | 213 | 4 | 1,111 | Second Floor | 1.081446% |
| 3 | 301 | 4 | 1,112 | Third Floor | 1.419398% |
| 3 | 302 | 4 | 1,114 | Third Floor | 1.419398% |
| 3 | 303 | 4 | 1,030 | Third Floor | 1.419398% |
| 3 | 304 | 4 | 1,267 | Third Floor | 1.419398% |
| 3 | 305 | 4 | 1,243 | Third Floor | 1.419398% |
| 3 | 306 | 4 | 1,058 | Third Floor | 1.419398% |
| 3 | 307 | 4 | 1,243 | Third Floor | 1.419398% |
| 3 | 308 | 4 | 1,042 | Third Floor | 1.003717% |
| 3 | 309 | 4 | 1,028 | Third Floor | 1.419398% |
| 3 | 310 | 4 | 1,270 | Third Floor | 1.003717% |
| 3 | 311 | 4 | 1,107 | Third Floor | 1.419398% |
| 3 | 312 | 4 | 1,120 | Third Floor | 1.419398% |
| 9 | 901 | 6 | 1,896 | First, Second, Third Floors | 1.419398% |
| 9 | 902 | 5 | 1,918 | First, Second, Third Floors | 1.003717% |
| 9 | 903 | 6 | 1,912 | First, Second, Third Floors | 1.419398% |
| 9 | 904 | 6 | 1,912 | First, Second, Third Floors | 1.419398% |
| 9 | 905 | 5 | 1,916 | First, Second, Third Floors | 1.003717% |
| 9 | 906 | 7 | 1,905 | First and Second Floors | 1.419398% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

FOURTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE – MAPLEWOOD RESERVE

ADDITION OF PHASE 5
(BUILDINGS 10, 11, 12, 13, 14 and 15)

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127 and Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147 and Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169 (the "Master Deed"), pursuant to the rights reserved in paragraph 18 of the Master Deed to amend the Master Deed to add additional phases, does hereby amend the Master Deed to add Phase Five (Buildings 10, 11, 12, 13, 14 and 15) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them as in the Master Deed.

1. Phase Five consists of (i) Building 10 containing nine (9) Garages; (ii) Building 11 containing six (6) Townhouse Units; (iii) Building 12 containing six (6) Garages; (iv) Building 13 containing six (6) Townhouse Units and three (3) Garages; (v) Building 14 containing five (5) Townhouse Units and four (4) Garages; and (vi) Building 15 containing three (3) Townhouse Units and three (3) Garages.

2. The Master Deed is hereby amended as follows:

(a) Paragraph 5 of the Master Deed is hereby amended by substituting the Condominium Plan described therein with a certain plan entitled "Condominium Site Plan – Addition of Phase V, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", Dated: August 16, 2006, by Merrimack Engineering Services and recorded with the Registry as Plan No. 15488

(b) The Townhouse Units and Garages for Phase 5 (Buildings 10, 11, 12, 13, 14 and 15) are shown on the plans entitled "Condominium Floor Plans, Phase V Buildings 10, 11, 12, 13, 14 & 15, Oakridge Village / Maplewood Reserve, North Andover, Mass." dated August 16, 2006, containing Sheets 1 through 4, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15489, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.

2006 AUG 23 P 1: 26
REGISTRY OF DEEDS
NORTH DISTRICT
028710

Return to:
Robert W. LeOx, Esquire
Eckert Seamans Cherin & Mellott, LLC
One International Place
Boston, MA 02110

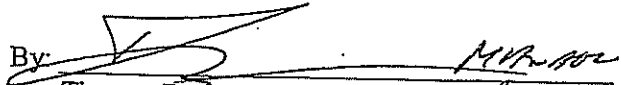
Bx 7
Bx 33

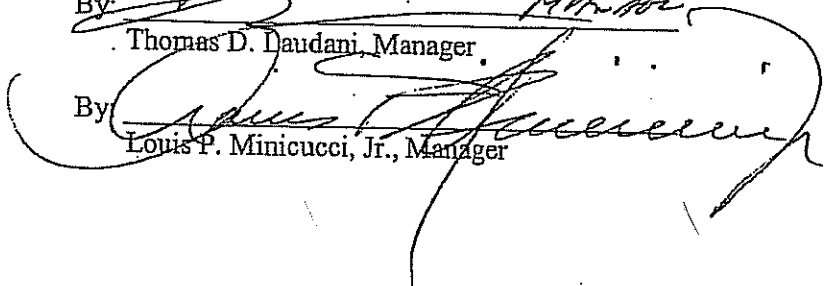
- (c) Paragraph 7 (b) (v) of the Master Deed is hereby amended to include within the quotation marks the following "1 Story Community Building #5, #5 Harvest Drive".
 - (d) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.
 - (e) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.
3. Giving effect to the foregoing, Phase 5 (Buildings 10, 11, 12, 13, 14 and 15) is hereby added to the Condominium.
4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 16 day of August, 2006.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC

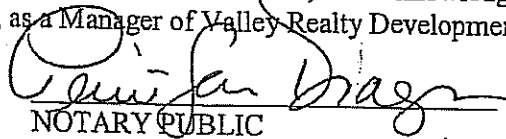
By: 
Thomas D. Daudani, Manager

By: 
Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 16 day of August, 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,


NOTARY PUBLIC
My Commission Expires: July 21, 2011


 PENNIE-JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011

EXHIBIT B

DESCRIPTION OF BUILDINGS

There are thirteen (13) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3, 4 and 5 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312.
3. A two and one-half (2 ½) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6 601-612 Alder Way". Said building contains Units 601 through 612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building # 7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #9 901-906 Alder Way". Said building contains Units 901 through 906.
8. A one (1) story building consisting of nine (9) Garages shown on the Condominium Site Plan as "1 Story 9 Car Garage Building # 10".
9. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #11 1101-1106 Acorn Drive". Said building contains Units 1101 through 1106.
10. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 12".
11. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6

Unit Building #13 1301-1306 Basswood Circle". Said building contains Units 1301 through 1306.

12. A two and one-half (2 ½) story building consisting of five (5) residential Townhouse Units and four (4) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #14 1401-1405 Basswood Circle". Said building contains Units 1401 through 1405.

13. A two and one-half (2 ½) story building consisting of three (3) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #15 1501-1503 Basswood Circle". Said building contains Units 1501 through 1503.

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 0.859014% |
| 2 | 102 | 4 | 1,159 | First Floor | 0.859014% |
| 2 | 103 | 3 | 860 | First Floor | 0.671105% |
| 2 | 104 | 3 | 852 | First Floor | 0.668420% |
| 2 | 105 | 3 | 856 | First Floor | 0.668420% |
| 2 | 106 | 4 | 1,077 | First Floor | 0.859014% |
| 2 | 107 | 3 | 852 | First Floor | 0.671105% |
| 2 | 108 | 4 | 1,077 | First Floor | 0.859014% |
| 2 | 109 | 3 | 855 | First Floor | 0.668420% |
| 2 | 110 | 3 | 852 | First Floor | 0.668420% |
| 2 | 111 | 3 | 859 | First Floor | 0.671105% |
| 2 | 112 | 4 | 1,159 | First Floor | 0.859014% |
| 2 | 113 | 4 | 1,152 | First Floor | 0.859014% |
| 2 | 201 | 4 | 1,116 | Second Floor | 0.859014% |
| 2 | 202 | 4 | 1,117 | Second Floor | 0.859014% |
| 2 | 203 | 4 | 1,039 | Second Floor | 0.730162% |
| 2 | 204 | 4 | 1,259 | Second Floor | 0.859014% |
| 2 | 205 | 3 | 814 | Second Floor | 0.671105% |
| 2 | 206 | 4 | 1,035 | Second Floor | 0.730162% |
| 2 | 207 | 3 | 857 | Second Floor | 0.668420% |
| 2 | 208 | 4 | 1,036 | Second Floor | 0.859014% |
| 2 | 209 | 3 | 813 | Second Floor | 0.671105% |
| 2 | 210 | 4 | 1,261 | Second Floor | 0.859014% |
| 2 | 211 | 4 | 1,032 | Second Floor | 0.730162% |
| 2 | 212 | 4 | 1,117 | Second Floor | 0.859014% |
| 2 | 213 | 4 | 1,118 | Second Floor | 0.859014% |
| 2 | 301 | 4 | 1,121 | Third Floor | 0.859014% |
| 2 | 302 | 4 | 1,118 | Third Floor | 0.859014% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (ii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iii) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (iv) Building 9 is 901-906 Alder Way, North Andover, MA 01845; (v) Building 11 is 1101-1106 Acorn Drive, North Andover, MA 01845; (vi) Building 13 is 1301-1306 Basswood Circle, North Andover, MA 01845; (vii) Building 14 is 1401-1405 Basswood Circle, North Andover, MA 01845; (viii) Building 15 is 1501-1503 Basswood Circle, North Andover, MA .

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 2 | 303 | 4 | 1,043 | Third Floor | 0.730162% |
| 2 | 304 | 4 | 1,267 | Third Floor | 0.859014% |
| 2 | 305 | 4 | 1,257 | Third Floor | 0.859014% |
| 2 | 306 | 4 | 1,031 | Third Floor | 0.730162% |
| 2 | 307 | 4 | 1,257 | Third Floor | 0.859014% |
| 2 | 308 | 4 | 1,038 | Third Floor | 0.859014% |
| 2 | 309 | 4 | 1,035 | Third Floor | 0.859014% |
| 2 | 310 | 4 | 1,264 | Third Floor | 0.859014% |
| 2 | 311 | 4 | 1,117 | Third Floor | 0.730162% |
| 2 | 312 | 4 | 1,121 | Third Floor | 0.859014% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 1.127456% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 1.127456% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 1.127456% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 1.127456% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 1.127456% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 1.127456% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 1.127456% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 0.797273% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 1.127456% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 0.797273% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 1.127456% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 1.127456% |
| 3 | 101 | 4 | 1,149 | First Floor | 0.859014% |
| 3 | 102 | 4 | 1,155 | First Floor | 0.859014% |
| 3 | 103 | 4 | 1,054 | First Floor | 0.859014% |
| 3 | 104 | 3 | 859 | First Floor | 0.668420% |
| 3 | 105 | 3 | 850 | First Floor | 0.668420% |
| 3 | 106 | 4 | 1,080 | First Floor | 0.859014% |
| 3 | 107 | 3 | 847 | First Floor | 0.671105% |
| 3 | 108 | 4 | 1,079 | First Floor | 0.859014% |
| 3 | 109 | 3 | 854 | First Floor | 0.668420% |

| | | | | | |
|----|------|---|-------|--------------------------------|-----------|
| 3 | 110 | 3 | 858 | First Floor | 0.668420% |
| 3 | 111 | 4 | 1,051 | First Floor | 0.859014% |
| 3 | 112 | 4 | 1,150 | First Floor | 0.859014% |
| 3 | 113 | 4 | 1,152 | First Floor | 0.859014% |
| 3 | 201 | 4 | 1,116 | Second Floor | 0.859014% |
| 3 | 202 | 4 | 1,114 | Second Floor | 0.859014% |
| 3 | 203 | 4 | 1,029 | Second Floor | 0.730162% |
| 3 | 204 | 4 | 1,264 | Second Floor | 0.859014% |
| 3 | 205 | 3 | 809 | Second Floor | 0.671105% |
| 3 | 206 | 4 | 1,034 | Second Floor | 0.730162% |
| 3 | 207 | 3 | 848 | Second Floor | 0.668420% |
| 3 | 208 | 4 | 1,035 | Second Floor | 0.859014% |
| 3 | 209 | 3 | 806 | Second Floor | 0.671105% |
| 3 | 210 | 4 | 1,264 | Second Floor | 0.859014% |
| 3 | 211 | 4 | 1,026 | Second Floor | 0.730162% |
| 3 | 212 | 4 | 1,115 | Second Floor | 0.859014% |
| 3 | 213 | 4 | 1,111 | Second Floor | 0.859014% |
| 3 | 301 | 4 | 1,112 | Third Floor | 0.859014% |
| 3 | 302 | 4 | 1,114 | Third Floor | 0.859014% |
| 3 | 303 | 4 | 1,030 | Third Floor | 0.730162% |
| 3 | 304 | 4 | 1,267 | Third Floor | 0.859014% |
| 3 | 305 | 4 | 1,243 | Third Floor | 0.859014% |
| 3 | 306 | 4 | 1,058 | Third Floor | 0.730162% |
| 3 | 307 | 4 | 1,243 | Third Floor | 0.859014% |
| 3 | 308 | 4 | 1,042 | Third Floor | 0.859014% |
| 3 | 309 | 4 | 1,028 | Third Floor | 0.859014% |
| 3 | 310 | 4 | 1,270 | Third Floor | 0.859014% |
| 3 | 311 | 4 | 1,107 | Third Floor | 0.859014% |
| 3 | 312 | 4 | 1,120 | Third Floor | 0.859014% |
| 9 | 901 | 6 | 1,896 | First, Second, Third Floors | 1.127456% |
| 9 | 902 | 5 | 1,918 | First, Second, Third Floors | 0.797273% |
| 9 | 903 | 6 | 1,912 | First, Second, Third Floors | 1.127456% |
| 9 | 904 | 6 | 1,912 | First, Second, Third Floors | 1.127456% |
| 9 | 905 | 5 | 1,916 | First, Second, Third Floors | 0.797273% |
| 9 | 906 | 7 | 1,905 | First, Second, Third Floors | 1.127456% |
| 11 | 1101 | 6 | 1,636 | First and Second Floors | 1.127456% |

| | | | | | |
|----|------|---|-------|-----------------------------|-----------|
| 11 | 1102 | 5 | 1,917 | First, Second, Third Floors | 1.127456% |
| 11 | 1103 | 6 | 2,106 | First, Second, Third Floors | 1.127456% |
| 11 | 1104 | 5 | 1,715 | First, Second, Third Floors | 0.797273% |
| 11 | 1105 | 5 | 1,911 | First, Second, Third Floors | 1.127456% |
| 11 | 1106 | 6 | 1,646 | First and Second Floors | 1.127456% |
| 13 | 1301 | 6 | 1,909 | First, Second, Third Floors | 1.127456% |
| 13 | 1302 | 5 | 1,915 | First, Second, Third Floors | 0.797273% |
| 13 | 1303 | 5 | 1,917 | First, Second, Third Floors | 1.127456% |
| 13 | 1304 | 5 | 1,720 | First, Second, Third Floors | 0.797273% |
| 13 | 1305 | 6 | 2,110 | First, Second, Third Floors | 1.127456% |
| 13 | 1306 | 7 | 1,936 | First and Second Floors | 1.127456% |
| 14 | 1401 | 6 | 2,099 | First, Second, Third Floors | 1.127456% |
| 14 | 1402 | 5 | 1,712 | First, Second, Third Floors | 0.797273% |
| 14 | 1403 | 5 | 1,907 | First, Second, Third Floors | 1.127456% |
| 14 | 1404 | 5 | 1,910 | First, Second, Third Floors | 0.797273% |
| 14 | 1405 | 6 | 1,897 | First, Second, Third Floors | 1.127456% |
| 15 | 1501 | 6 | 1,896 | First, Second, Third Floors | 1.127456% |
| 15 | 1502 | 5 | 1,909 | First, Second, Third Floors | 0.797273% |
| 15 | 1503 | 5 | 1,566 | First and Second Floors | 1.127456% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

10

FIFTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE

ADDITION OF PHASE 6
(BUILDING 4N)

10-18-2006 @ 11:55a

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127, Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147, Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169 and Fourth Amendment to Master Deed dated August 16, 2006 and recorded with the Registry at Book 10356, Page 32 (the "Master Deed"), pursuant to the rights reserved in paragraphs 14 and 18 of the Master Deed to amend the Master Deed, including the right to add additional phases, does hereby amend the Master Deed as contained herein, including the addition of Phase Six (Building 4N) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Master Deed.

1. Phase 6 consists of Building 4N containing forty-one (41) Units, one hundred forty seven (147) Parking Spaces and thirty four (34) Indoor Parking Spaces.

2. The Master Deed is hereby amended as follows:

(a) Paragraph 5 of the Master Deed is hereby amended by deleting the existing Condominium Site Plan and substituting it with a certain plan entitled "Condominium Site Plan - Addition of Phase VI, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", Dated: October 10, 2006, by Merrimack Engineering Services and recorded with the Registry as Plan No. 15550.

(b) The Units and Indoor Parking Spaces for Phase 6 (Building 4N) are shown on the plans entitled "Condominium Floor Plans, Phase VI Building 4N, Oakridge Village/Maplewood Reserve, North Andover, Mass." dated October 10, 2006, containing Sheets 1 through 8, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15551, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.

(c) Paragraph 8 (c) of the Master Deed is amended to add at the end thereof the following: "Declarant reserves the right to amend the Floor Plans to add Storage Facility(ies) in the area designated on the Floor Plans as "Reserved for Future

Return to:
Robert W. Levy, Esquire
Eckert Seamans Cherin & Mellon, LLC
One International Place
Boston, MA 02110

Sheets
box


Storage Facilities” and upon recording of such revised Floor Plans with the Registry the Storage Facility(ies) depicted thereon shall be deemed part of the Condominium and may thereafter be conveyed in accordance with the terms hereof.”

- (d) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.
 - (e) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.
3. Giving effect to the foregoing, Phase 6 (Building 4N) is hereby added to the Condominium.
 4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 10 day of October, 2006.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC

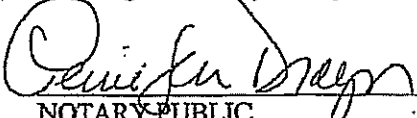
By: 
Thomas D. Laddani, Manager

By: 
Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 10 day of October, 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,


NOTARY PUBLIC
My Commission Expires: July 21, 2011


 PENNIE-JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011



EXHIBIT B

DESCRIPTION OF BUILDINGS

There are fourteen (14) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3, 4, 5 and 6 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312.
3. A two and one-half (2 ½) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6 601-612 Alder Way". Said building contains Units 601 through 612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building # 7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #9 901-906 Alder Way". Said building contains Units 901 through 906.
8. A one (1) story building consisting of nine (9) Garages shown on the Condominium Site Plan as "1 Story 9 Car Garage Building # 10".
9. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #11 1101-1106 Acorn Drive". Said building contains Units 1101 through 1106.
10. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 12".

11. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #13 1301-1306 Basswood Circle". Said building contains Units 1301 through 1306.

12. A two and one-half (2 ½) story building consisting of five (5) residential Townhouse Units and four (4) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #14 1401-1405 Basswood Circle". Said building contains Units 1401 through 1405.

13. A two and one-half (2 ½) story building consisting of three (3) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #15 1501-1503 Basswood Circle". Said building contains Units 1501 through 1503.

14. A three (3) story building consisting of forty one (41) residential Units and thirty four (34) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 41 Unit Building # 4N, #4 Harvest Drive". Said building contains Units 113 through 125, 213 through 226 and Units 313 through 326.

EXHIBIT C**DESCRIPTION OF UNITS**

| Building No.¹ | Unit No. | No. Rooms² | Approx. Sq. Ft.³ | Location | Proportionate Interest (%) for Units |
|---------------------------------|-----------------|------------------------------|------------------------------------|-----------------|---|
| 2 | 101 | 4 | 1,154 | First Floor | 0.645969% |
| 2 | 102 | 4 | 1,159 | First Floor | 0.645969% |
| 2 | 103 | 3 | 860 | First Floor | 0.504663% |
| 2 | 104 | 3 | 852 | First Floor | 0.502644% |
| 2 | 105 | 3 | 856 | First Floor | 0.502644% |
| 2 | 106 | 4 | 1,077 | First Floor | 0.645969% |
| 2 | 107 | 3 | 852 | First Floor | 0.504663% |
| 2 | 108 | 4 | 1,077 | First Floor | 0.645969% |
| 2 | 109 | 3 | 855 | First Floor | 0.502644% |
| 2 | 110 | 3 | 852 | First Floor | 0.502644% |
| 2 | 111 | 3 | 859 | First Floor | 0.504663% |
| 2 | 112 | 4 | 1,159 | First Floor | 0.645969% |
| 2 | 113 | 4 | 1,152 | First Floor | 0.645969% |
| 2 | 201 | 4 | 1,116 | Second Floor | 0.645969% |
| 2 | 202 | 4 | 1,117 | Second Floor | 0.645969% |
| 2 | 203 | 4 | 1,039 | Second Floor | 0.549073% |
| 2 | 204 | 4 | 1,259 | Second Floor | 0.645969% |
| 2 | 205 | 3 | 814 | Second Floor | 0.504663% |
| 2 | 206 | 4 | 1,035 | Second Floor | 0.549073% |
| 2 | 207 | 3 | 857 | Second Floor | 0.502644% |
| 2 | 208 | 4 | 1,036 | Second Floor | 0.645969% |
| 2 | 209 | 3 | 813 | Second Floor | 0.504663% |
| 2 | 210 | 4 | 1,261 | Second Floor | 0.645969% |
| 2 | 211 | 4 | 1,032 | Second Floor | 0.549073% |
| 2 | 212 | 4 | 1,117 | Second Floor | 0.645969% |
| 2 | 213 | 4 | 1,118 | Second Floor | 0.645969% |
| 2 | 301 | 4 | 1,121 | Third Floor | 0.645969% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (ii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iii) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (iv) Building 9 is 901-906 Alder Way, North Andover, MA 01845; (v) Building 11 is 1101-1106 Acorn Drive, North Andover, MA 01845; (vi) Building 13 is 1301-1306 Basswood Circle, North Andover, MA 01845; (vii) Building 14 is 1401-1405 Basswood Circle, North Andover, MA 01845; (viii) Building 15 is 1501-1503 Basswood Circle, North Andover, MA; (ix) Building 4N is 4 Harvest Drive, North Andover, MA 01845.

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 2 | 302 | 4 | 1,118 | Third Floor | 0.645969% |
| 2 | 303 | 4 | 1,043 | Third Floor | 0.549073% |
| 2 | 304 | 4 | 1,267 | Third Floor | 0.645969% |
| 2 | 305 | 4 | 1,257 | Third Floor | 0.645969% |
| 2 | 306 | 4 | 1,031 | Third Floor | 0.549073% |
| 2 | 307 | 4 | 1,257 | Third Floor | 0.645969% |
| 2 | 308 | 4 | 1,038 | Third Floor | 0.645969% |
| 2 | 309 | 4 | 1,035 | Third Floor | 0.645969% |
| 2 | 310 | 4 | 1,264 | Third Floor | 0.645969% |
| 2 | 311 | 4 | 1,117 | Third Floor | 0.549073% |
| 2 | 312 | 4 | 1,121 | Third Floor | 0.645969% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 0.847834% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 0.847834% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 0.847834% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 0.847834% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 0.847834% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 0.847834% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 0.847834% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 0.599540% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 0.847834% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 0.599540% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 0.847834% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 0.847834% |
| 3 | 101 | 4 | 1,149 | First Floor | 0.645969% |
| 3 | 102 | 4 | 1,155 | First Floor | 0.645969% |
| 3 | 103 | 4 | 1,054 | First Floor | 0.645969% |
| 3 | 104 | 3 | 859 | First Floor | 0.502644% |
| 3 | 105 | 3 | 850 | First Floor | 0.502644% |
| 3 | 106 | 4 | 1,080 | First Floor | 0.645969% |
| 3 | 107 | 3 | 847 | First Floor | 0.504663% |
| 3 | 108 | 4 | 1,079 | First Floor | 0.645969% |

| | | | | | |
|----|------|---|-------|--------------------------------|-----------|
| 3 | 109 | 3 | 854 | First Floor | 0.502644% |
| 3 | 110 | 3 | 858 | First Floor | 0.502644% |
| 3 | 111 | 4 | 1,051 | First Floor | 0.645969% |
| 3 | 112 | 4 | 1,150 | First Floor | 0.645969% |
| 3 | 113 | 4 | 1,152 | First Floor | 0.645969% |
| 3 | 201 | 4 | 1,116 | Second Floor | 0.645969% |
| 3 | 202 | 4 | 1,114 | Second Floor | 0.645969% |
| 3 | 203 | 4 | 1,029 | Second Floor | 0.549073% |
| 3 | 204 | 4 | 1,264 | Second Floor | 0.645969% |
| 3 | 205 | 3 | 809 | Second Floor | 0.504663% |
| 3 | 206 | 4 | 1,034 | Second Floor | 0.549073% |
| 3 | 207 | 3 | 848 | Second Floor | 0.502644% |
| 3 | 208 | 4 | 1,035 | Second Floor | 0.645969% |
| 3 | 209 | 3 | 806 | Second Floor | 0.504663% |
| 3 | 210 | 4 | 1,264 | Second Floor | 0.645969% |
| 3 | 211 | 4 | 1,026 | Second Floor | 0.549073% |
| 3 | 212 | 4 | 1,115 | Second Floor | 0.645969% |
| 3 | 213 | 4 | 1,111 | Second Floor | 0.645969% |
| 3 | 301 | 4 | 1,112 | Third Floor | 0.645969% |
| 3 | 302 | 4 | 1,114 | Third Floor | 0.645969% |
| 3 | 303 | 4 | 1,030 | Third Floor | 0.549073% |
| 3 | 304 | 4 | 1,267 | Third Floor | 0.645969% |
| 3 | 305 | 4 | 1,243 | Third Floor | 0.645969% |
| 3 | 306 | 4 | 1,058 | Third Floor | 0.549073% |
| 3 | 307 | 4 | 1,243 | Third Floor | 0.645969% |
| 3 | 308 | 4 | 1,042 | Third Floor | 0.645969% |
| 3 | 309 | 4 | 1,028 | Third Floor | 0.645969% |
| 3 | 310 | 4 | 1,270 | Third Floor | 0.645969% |
| 3 | 311 | 4 | 1,107 | Third Floor | 0.645969% |
| 3 | 312 | 4 | 1,120 | Third Floor | 0.645969% |
| 9 | 901 | 6 | 1,896 | First, Second, Third Floors | 0.847834% |
| 9 | 902 | 5 | 1,918 | First, Second, Third Floors | 0.599540% |
| 9 | 903 | 6 | 1,912 | First, Second, Third Floors | 0.847834% |
| 9 | 904 | 6 | 1,912 | First, Second, Third Floors | 0.847834% |
| 9 | 905 | 5 | 1,916 | First, Second, Third Floors | 0.599540% |
| 9 | 906 | 7 | 1,905 | First, Second, Third Floors | 0.847834% |
| 11 | 1101 | 6 | 1,636 | First and Second | 0.847834% |

| | | | | Floors | |
|----|------|---|-------|--------------------------------|-----------|
| 11 | 1102 | 5 | 1,917 | First, Second, Third Floors | 0.847834% |
| 11 | 1103 | 6 | 2,106 | First, Second, Third Floors | 0.847834% |
| 11 | 1104 | 5 | 1,715 | First, Second, Third Floors | 0.599540% |
| 11 | 1105 | 5 | 1,911 | First, Second, Third Floors | 0.847834% |
| 11 | 1106 | 6 | 1,646 | First and Second Floors | 0.847834% |
| 13 | 1301 | 6 | 1,909 | First, Second, Third Floors | 0.847834% |
| 13 | 1302 | 5 | 1,915 | First, Second, Third Floors | 0.599540% |
| 13 | 1303 | 5 | 1,917 | First, Second, Third Floors | 0.847834% |
| 13 | 1304 | 5 | 1,720 | First, Second, Third Floors | 0.599540% |
| 13 | 1305 | 6 | 2,110 | First, Second, Third Floors | 0.847834% |
| 13 | 1306 | 7 | 1,936 | First and Second Floors | 0.847834% |
| 14 | 1401 | 6 | 2,099 | First, Second, Third Floors | 0.847834% |
| 14 | 1402 | 5 | 1,712 | First, Second, Third Floors | 0.599540% |
| 14 | 1403 | 5 | 1,907 | First, Second, Third Floors | 0.847834% |
| 14 | 1404 | 5 | 1,910 | First, Second, Third Floors | 0.599540% |
| 14 | 1405 | 6 | 1,897 | First, Second, Third Floors | 0.847834% |
| 15 | 1501 | 6 | 1,896 | First, Second, Third Floors | 0.847834% |
| 15 | 1502 | 5 | 1,909 | First, Second, Third Floors | 0.599540% |
| 15 | 1503 | 5 | 1,566 | First and Second Floors | 0.847834% |
| 4N | 113 | 4 | 1,340 | First Floor | 0.645969% |
| 4N | 114 | 4 | 1,215 | First Floor | 0.645969% |
| 4N | 115 | 4 | 1,297 | First Floor | 0.549073% |
| 4N | 116 | 4 | 1,268 | First Floor | 0.549073% |
| 4N | 117 | 4 | 1,268 | First Floor | 0.645969% |

| | | | | | |
|----|-----|---|-------|--------------|-----------|
| 4N | 118 | 3 | 860 | First Floor | 0.504663% |
| 4N | 119 | 4 | 1,080 | First Floor | 0.549073% |
| 4N | 120 | 4 | 1,294 | First Floor | 0.549073% |
| 4N | 121 | 4 | 1,073 | First Floor | 0.645969% |
| 4N | 122 | 4 | 1,297 | First Floor | 0.645969% |
| 4N | 123 | 4 | 1,057 | First Floor | 0.549073% |
| 4N | 124 | 4 | 1,149 | First Floor | 0.645969% |
| 4N | 125 | 4 | 1,149 | First Floor | 0.645969% |
| 4N | 213 | 4 | 1,304 | Second Floor | 0.645969% |
| 4N | 214 | 2 | 1,369 | Second Floor | 0.504663% |
| 4N | 215 | 4 | 1,179 | Second Floor | 0.645969% |
| 4N | 216 | 4 | 1,261 | Second Floor | 0.549073% |
| 4N | 217 | 4 | 1,230 | Second Floor | 0.645969% |
| 4N | 218 | 4 | 1,227 | Second Floor | 0.549073% |
| 4N | 219 | 4 | 1,033 | Second Floor | 0.549073% |
| 4N | 220 | 4 | 1,269 | Second Floor | 0.645969% |
| 4N | 221 | 4 | 1,033 | Second Floor | 0.645969% |
| 4N | 222 | 4 | 1,255 | Second Floor | 0.549073% |
| 4N | 223 | 4 | 1,036 | Second Floor | 0.645969% |
| 4N | 224 | 4 | 1,255 | Second Floor | 0.645969% |
| 4N | 225 | 4 | 1,112 | Second Floor | 0.645969% |
| 4N | 226 | 4 | 1,111 | Second Floor | 0.645969% |
| 4N | 313 | 4 | 1,304 | Third Floor | 0.645969% |
| 4N | 314 | 2 | 1,369 | Third Floor | 0.504663% |
| 4N | 315 | 4 | 1,179 | Third Floor | 0.645969% |
| 4N | 316 | 4 | 1,264 | Third Floor | 0.549073% |
| 4N | 317 | 4 | 1,230 | Third Floor | 0.549073% |
| 4N | 318 | 4 | 1,225 | Third Floor | 0.645969% |
| 4N | 319 | 4 | 1,034 | Third Floor | 0.549073% |
| 4N | 320 | 4 | 1,269 | Third Floor | 0.645969% |
| 4N | 321 | 4 | 1,034 | Third Floor | 0.645969% |
| 4N | 322 | 4 | 1,260 | Third Floor | 0.645969% |
| 4N | 323 | 4 | 1,037 | Third Floor | 0.549073% |
| 4N | 324 | 4 | 1,258 | Third Floor | 0.645969% |
| 4N | 325 | 4 | 1,112 | Third Floor | 0.645969% |
| 4N | 326 | 4 | 1,112 | Third Floor | 0.645969% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

SIXTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE

ADDITION OF PHASE 7
(BUILDING 4E)

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127, Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147, Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169, Fourth Amendment to Master Deed dated August 16, 2006 and recorded with the Registry at Book 10356, Page 32 and Fifth Amendment to Master Deed dated October 10, 2006 and recorded with the Registry at Book 10443, Page 137 (the "Master Deed"); pursuant to the rights reserved in paragraph 18 of the Master Deed to amend the Master Deed to add additional phases, does hereby amend the Master Deed to add Phase Seven (Building 4E) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Master Deed.

1. Phase 7 consists of Building 4E containing thirty-six (36) Units and ninety eight (98) Indoor Parking Spaces.
2. The Master Deed is hereby amended as follows:
 - (a) Paragraph 5 of the Master Deed is hereby amended by deleting the existing Condominium Site Plan and substituting it with a certain plan entitled "Condominium Site Plan - Addition of Phase VII, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", Dated: October 23, 2006, by Merrimack Engineering Services and recorded with the Registry as Plan No. 15563.
 - (b) The Units and Indoor Parking Spaces for Phase 7 (Building 4E) are shown on the plans entitled "Condominium Floor Plans, Phase VII Building 4E, Oakridge Village/Maplewood Reserve, North Andover, Mass." dated October 23, 2006, containing Sheets 1 through 9, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15564, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.
 - (c) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.

Return to:
Robert W. Levy, Esquire
Eckert Seamans Cherin & Mellott, LLC
One International Place
Boston, MA 02110


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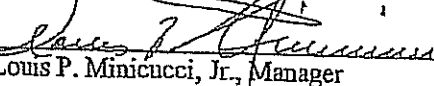
- (d) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.
3. Giving effect to the foregoing, Phase 7 (Building 4E) is hereby added to the Condominium.
 4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 23 day of October, 2006.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC


By: 
 Thomas D. Laudani, Manager

By: 
 Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 23 day of October, 2006, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,

 PENNIE-JEAN DRAGON
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 July 21, 2011

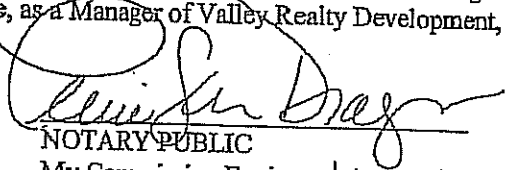

 NOTARY PUBLIC
 My Commission Expires: July 21, 2011

EXHIBIT B

DESCRIPTION OF BUILDINGS

There are fourteen (14) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3, 4, 5, 6 and 7 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312.
3. A two and one-half (2 ½) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6 601-612 Alder Way". Said building contains Units 601 through 612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building # 7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #9 901-906 Alder Way". Said building contains Units 901 through 906.
8. A one (1) story building consisting of nine (9) Garages shown on the Condominium Site Plan as "1 Story 9 Car Garage Building # 10".
9. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #11 1101-1106 Acorn Drive". Said building contains Units 1101 through 1106.
10. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 12".

11. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #13 1301-1306 Basswood Circle". Said building contains Units 1301 through 1306.

12. A two and one-half (2 ½) story building consisting of five (5) residential Townhouse Units and four (4) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #14 1401-1405 Basswood Circle". Said building contains Units 1401 through 1405.

13. A two and one-half (2 ½) story building consisting of three (3) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #15 1501-1503 Basswood Circle". Said building contains Units 1501 through 1503.

14. A three (3) story building consisting of two sections (4N and 4E) containing a total of seventy seven (77) residential Units and one hundred thirty two (132) Indoor Parking Spaces, 4N is shown on the Condominium Site Plan as "3 Story 41 Unit Building # 4N, #4 Harvest Drive" and 4E is shown on the Condominium Site Plan as "3 Story 36 Unit Building # 4E, #4 Harvest Drive". Said building 4E contains Units 101 through 112, 201 through 212, and Units 301 through 312 and building 4N contains Units 113 through 125, 213 through 226 and 313 through 326.

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 0.529459% |
| 2 | 102 | 4 | 1,159 | First Floor | 0.529459% |
| 2 | 103 | 3 | 860 | First Floor | 0.413640% |
| 2 | 104 | 3 | 852 | First Floor | 0.411986% |
| 2 | 105 | 3 | 856 | First Floor | 0.411986% |
| 2 | 106 | 4 | 1,077 | First Floor | 0.529459% |
| 2 | 107 | 3 | 852 | First Floor | 0.413640% |
| 2 | 108 | 4 | 1,077 | First Floor | 0.529459% |
| 2 | 109 | 3 | 855 | First Floor | 0.411986% |
| 2 | 110 | 3 | 852 | First Floor | 0.411986% |
| 2 | 111 | 3 | 859 | First Floor | 0.413640% |
| 2 | 112 | 4 | 1,159 | First Floor | 0.529459% |
| 2 | 113 | 4 | 1,152 | First Floor | 0.529459% |
| 2 | 201 | 4 | 1,116 | Second Floor | 0.529459% |
| 2 | 202 | 4 | 1,117 | Second Floor | 0.529459% |
| 2 | 203 | 4 | 1,039 | Second Floor | 0.450041% |
| 2 | 204 | 4 | 1,259 | Second Floor | 0.529459% |
| 2 | 205 | 3 | 814 | Second Floor | 0.413640% |
| 2 | 206 | 4 | 1,035 | Second Floor | 0.450041% |
| 2 | 207 | 3 | 857 | Second Floor | 0.411986% |
| 2 | 208 | 4 | 1,036 | Second Floor | 0.529459% |
| 2 | 209 | 3 | 813 | Second Floor | 0.413640% |
| 2 | 210 | 4 | 1,261 | Second Floor | 0.529459% |
| 2 | 211 | 4 | 1,032 | Second Floor | 0.450041% |
| 2 | 212 | 4 | 1,117 | Second Floor | 0.529459% |
| 2 | 213 | 4 | 1,118 | Second Floor | 0.529459% |
| 2 | 301 | 4 | 1,121 | Third Floor | 0.529459% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (ii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iii) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (iv) Building 9 is 901-906 Alder Way, North Andover, MA 01845; (v) Building 11 is 1101-1106 Acorn Drive, North Andover, MA 01845; (vi) Building 13 is 1301-1306 Basswood Circle, North Andover, MA 01845; (vii) Building 14 is 1401-1405 Basswood Circle, North Andover, MA 01845; (viii) Building 15 is 1501-1503 Basswood Circle, North Andover, MA; (ix) Building 4N and 4E is 4 Harvest Drive, North Andover, MA 01845.

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|--------------------------------|-----------|
| 2 | 302 | 4 | 1,118 | Third Floor | 0.529459% |
| 2 | 303 | 4 | 1,043 | Third Floor | 0.450041% |
| 2 | 304 | 4 | 1,267 | Third Floor | 0.529459% |
| 2 | 305 | 4 | 1,257 | Third Floor | 0.529459% |
| 2 | 306 | 4 | 1,031 | Third Floor | 0.450041% |
| 2 | 307 | 4 | 1,257 | Third Floor | 0.529459% |
| 2 | 308 | 4 | 1,038 | Third Floor | 0.529459% |
| 2 | 309 | 4 | 1,035 | Third Floor | 0.529459% |
| 2 | 310 | 4 | 1,264 | Third Floor | 0.529459% |
| 2 | 311 | 4 | 1,117 | Third Floor | 0.450041% |
| 2 | 312 | 4 | 1,121 | Third Floor | 0.529459% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 0.694916% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 0.694916% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 0.694916% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 0.694916% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 0.694916% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 0.694916% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 0.694916% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 0.491405% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 0.694916% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 0.491405% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 0.694916% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 0.694916% |
| 3 | 101 | 4 | 1,149 | First Floor | 0.529459% |
| 3 | 102 | 4 | 1,155 | First Floor | 0.529459% |
| 3 | 103 | 4 | 1,054 | First Floor | 0.529459% |
| 3 | 104 | 3 | 859 | First Floor | 0.411986% |
| 3 | 105 | 3 | 850 | First Floor | 0.411986% |
| 3 | 106 | 4 | 1,080 | First Floor | 0.529459% |
| 3 | 107 | 3 | 847 | First Floor | 0.413640% |
| 3 | 108 | 4 | 1,079 | First Floor | 0.529459% |

| | | | | | |
|----|------|---|-------|--------------------------------|-----------|
| 3 | 109 | 3 | 854 | First Floor | 0.411986% |
| 3 | 110 | 3 | 858 | First Floor | 0.411986% |
| 3 | 111 | 4 | 1,051 | First Floor | 0.529459% |
| 3 | 112 | 4 | 1,150 | First Floor | 0.529459% |
| 3 | 113 | 4 | 1,152 | First Floor | 0.529459% |
| 3 | 201 | 4 | 1,116 | Second Floor | 0.529459% |
| 3 | 202 | 4 | 1,114 | Second Floor | 0.529459% |
| 3 | 203 | 4 | 1,029 | Second Floor | 0.450041% |
| 3 | 204 | 4 | 1,264 | Second Floor | 0.529459% |
| 3 | 205 | 3 | 809 | Second Floor | 0.413640% |
| 3 | 206 | 4 | 1,034 | Second Floor | 0.450041% |
| 3 | 207 | 3 | 848 | Second Floor | 0.411986% |
| 3 | 208 | 4 | 1,035 | Second Floor | 0.529459% |
| 3 | 209 | 3 | 806 | Second Floor | 0.413640% |
| 3 | 210 | 4 | 1,264 | Second Floor | 0.529459% |
| 3 | 211 | 4 | 1,026 | Second Floor | 0.450041% |
| 3 | 212 | 4 | 1,115 | Second Floor | 0.529459% |
| 3 | 213 | 4 | 1,111 | Second Floor | 0.529459% |
| 3 | 301 | 4 | 1,112 | Third Floor | 0.529459% |
| 3 | 302 | 4 | 1,114 | Third Floor | 0.529459% |
| 3 | 303 | 4 | 1,030 | Third Floor | 0.450041% |
| 3 | 304 | 4 | 1,267 | Third Floor | 0.529459% |
| 3 | 305 | 4 | 1,243 | Third Floor | 0.529459% |
| 3 | 306 | 4 | 1,058 | Third Floor | 0.450041% |
| 3 | 307 | 4 | 1,243 | Third Floor | 0.529459% |
| 3 | 308 | 4 | 1,042 | Third Floor | 0.529459% |
| 3 | 309 | 4 | 1,028 | Third Floor | 0.529459% |
| 3 | 310 | 4 | 1,270 | Third Floor | 0.529459% |
| 3 | 311 | 4 | 1,107 | Third Floor | 0.529459% |
| 3 | 312 | 4 | 1,120 | Third Floor | 0.529459% |
| 9 | 901 | 6 | 1,896 | First, Second, Third Floors | 0.694916% |
| 9 | 902 | 5 | 1,918 | First, Second, Third Floors | 0.491405% |
| 9 | 903 | 6 | 1,912 | First, Second, Third Floors | 0.694916% |
| 9 | 904 | 6 | 1,912 | First, Second, Third Floors | 0.694916% |
| 9 | 905 | 5 | 1,916 | First, Second, Third Floors | 0.491405% |
| 9 | 906 | 7 | 1,905 | First, Second, Third Floors | 0.694916% |
| 11 | 1101 | 6 | 1,636 | First and Second | 0.694916% |

| | | | | Floors | |
|----|------|---|-------|--------------------------------|-----------|
| 11 | 1102 | 5 | 1,917 | First, Second, Third Floors | 0.694916% |
| 11 | 1103 | 6 | 2,106 | First, Second, Third Floors | 0.694916% |
| 11 | 1104 | 5 | 1,715 | First, Second, Third Floors | 0.491405% |
| 11 | 1105 | 5 | 1,911 | First, Second, Third Floors | 0.694916% |
| 11 | 1106 | 6 | 1,646 | First and Second Floors | 0.694916% |
| 13 | 1301 | 6 | 1,909 | First, Second, Third Floors | 0.694916% |
| 13 | 1302 | 5 | 1,915 | First, Second, Third Floors | 0.491405% |
| 13 | 1303 | 5 | 1,917 | First, Second, Third Floors | 0.694916% |
| 13 | 1304 | 5 | 1,720 | First, Second, Third Floors | 0.491405% |
| 13 | 1305 | 6 | 2,110 | First, Second, Third Floors | 0.694916% |
| 13 | 1306 | 7 | 1,936 | First and Second Floors | 0.694916% |
| 14 | 1401 | 6 | 2,099 | First, Second, Third Floors | 0.694916% |
| 14 | 1402 | 5 | 1,712 | First, Second, Third Floors | 0.491405% |
| 14 | 1403 | 5 | 1,907 | First, Second, Third Floors | 0.694916% |
| 14 | 1404 | 5 | 1,910 | First, Second, Third Floors | 0.491405% |
| 14 | 1405 | 6 | 1,897 | First, Second, Third Floors | 0.694916% |
| 15 | 1501 | 6 | 1,896 | First, Second, Third Floors | 0.694916% |
| 15 | 1502 | 5 | 1,909 | First, Second, Third Floors | 0.491405% |
| 15 | 1503 | 5 | 1,566 | First and Second Floors | 0.694916% |
| 4E | 101 | 4 | 1,146 | First Floor | 0.529459% |
| 4E | 102 | 4 | 1,151 | First Floor | 0.529459% |
| 4E | 103 | 4 | 1,058 | First Floor | 0.450041% |
| 4E | 104 | 4 | 1,295 | First Floor | 0.529459% |
| 4E | 105 | 4 | 1,073 | First Floor | 0.529459% |

| | | | | | |
|----|-----|---|-------|--------------|-----------|
| 4E | 106 | 4 | 1,297 | First Floor | 0.450041% |
| 4E | 107 | 4 | 1,074 | First Floor | 0.529459% |
| 4E | 108 | 3 | 856 | First Floor | 0.411986% |
| 4E | 109 | 4 | 1,296 | First Floor | 0.529459% |
| 4E | 110 | 4 | 1,293 | First Floor | 0.529459% |
| 4E | 111 | 4 | 1,292 | First Floor | 0.529459% |
| 4E | 112 | 3 | 816 | First Floor | 0.411986% |
| 4N | 113 | 4 | 1,340 | First Floor | 0.529459% |
| 4N | 114 | 4 | 1,215 | First Floor | 0.529459% |
| 4N | 115 | 4 | 1,297 | First Floor | 0.450041% |
| 4N | 116 | 4 | 1,268 | First Floor | 0.450041% |
| 4N | 117 | 4 | 1,268 | First Floor | 0.529459% |
| 4N | 118 | 3 | 860 | First Floor | 0.413640% |
| 4N | 119 | 4 | 1,080 | First Floor | 0.450041% |
| 4N | 120 | 4 | 1,294 | First Floor | 0.450041% |
| 4N | 121 | 4 | 1,073 | First Floor | 0.529459% |
| 4N | 122 | 4 | 1,297 | First Floor | 0.529459% |
| 4N | 123 | 4 | 1,057 | First Floor | 0.450041% |
| 4N | 124 | 4 | 1,149 | First Floor | 0.529459% |
| 4N | 125 | 4 | 1,149 | First Floor | 0.529459% |
| 4E | 201 | 4 | 1,108 | Second Floor | 0.529459% |
| 4E | 202 | 4 | 1,113 | Second Floor | 0.529459% |
| 4E | 203 | 4 | 1,020 | Second Floor | 0.529459% |
| 4E | 204 | 4 | 1,253 | Second Floor | 0.529459% |
| 4E | 205 | 4 | 1,035 | Second Floor | 0.450041% |
| 4E | 206 | 4 | 1,255 | Second Floor | 0.450041% |
| 4E | 207 | 4 | 1,035 | Second Floor | 0.529459% |
| 4E | 208 | 4 | 1,271 | Second Floor | 0.529459% |
| 4E | 209 | 4 | 1,255 | Second Floor | 0.450041% |
| 4E | 210 | 4 | 1,256 | Second Floor | 0.529459% |
| 4E | 211 | 4 | 1,255 | Second Floor | 0.529459% |
| 4E | 212 | 3 | 738 | Second Floor | 0.411986% |
| 4N | 213 | 4 | 1,304 | Second Floor | 0.529459% |
| 4N | 214 | 2 | 1,369 | Second Floor | 0.413640% |
| 4N | 215 | 4 | 1,179 | Second Floor | 0.529459% |
| 4N | 216 | 4 | 1,261 | Second Floor | 0.450041% |
| 4N | 217 | 4 | 1,230 | Second Floor | 0.529459% |
| 4N | 218 | 4 | 1,227 | Second Floor | 0.450041% |
| 4N | 219 | 4 | 1,033 | Second Floor | 0.450041% |
| 4N | 220 | 4 | 1,269 | Second Floor | 0.529459% |
| 4N | 221 | 4 | 1,033 | Second Floor | 0.529459% |
| 4N | 222 | 4 | 1,255 | Second Floor | 0.450041% |
| 4N | 223 | 4 | 1,036 | Second Floor | 0.529459% |

| | | | | | |
|----|-----|---|-------|--------------|-----------|
| 4N | 224 | 4 | 1,255 | Second Floor | 0.529459% |
| 4N | 225 | 4 | 1,112 | Second Floor | 0.529459% |
| 4N | 226 | 4 | 1,111 | Second Floor | 0.529459% |
| 4E | 301 | 4 | 1,110 | Third Floor | 0.529459% |
| 4E | 302 | 4 | 1,110 | Third Floor | 0.529459% |
| 4E | 303 | 4 | 1,020 | Third Floor | 0.450041% |
| 4E | 304 | 4 | 1,259 | Third Floor | 0.529459% |
| 4E | 305 | 4 | 1,035 | Third Floor | 0.529459% |
| 4E | 306 | 4 | 1,259 | Third Floor | 0.529459% |
| 4E | 307 | 4 | 1,043 | Third Floor | 0.450041% |
| 4E | 308 | 4 | 1,271 | Third Floor | 0.529459% |
| 4E | 309 | 4 | 1,255 | Third Floor | 0.529459% |
| 4E | 310 | 4 | 1,256 | Third Floor | 0.529459% |
| 4E | 311 | 4 | 1,254 | Third Floor | 0.529459% |
| 4E | 312 | 3 | 741 | Third Floor | 0.413640% |
| 4N | 313 | 4 | 1,304 | Third Floor | 0.529459% |
| 4N | 314 | 2 | 1,369 | Third Floor | 0.413640% |
| 4N | 315 | 4 | 1,179 | Third Floor | 0.529459% |
| 4N | 316 | 4 | 1,264 | Third Floor | 0.450041% |
| 4N | 317 | 4 | 1,230 | Third Floor | 0.450041% |
| 4N | 318 | 4 | 1,225 | Third Floor | 0.529459% |
| 4N | 319 | 4 | 1,034 | Third Floor | 0.450041% |
| 4N | 320 | 4 | 1,269 | Third Floor | 0.529459% |
| 4N | 321 | 4 | 1,034 | Third Floor | 0.529459% |
| 4N | 322 | 4 | 1,260 | Third Floor | 0.529459% |
| 4N | 323 | 4 | 1,037 | Third Floor | 0.450041% |
| 4N | 324 | 4 | 1,258 | Third Floor | 0.529459% |
| 4N | 325 | 4 | 1,112 | Third Floor | 0.529459% |
| 4N | 326 | 4 | 1,112 | Third Floor | 0.529459% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

**SEVENTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE**

**ADDITION OF PHASE 8
(BUILDING 1)**

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127 (the "First Amendment"), Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147, Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169, Fourth Amendment to Master Deed dated August 16, 2006 and recorded with the Registry at Book 10356, Page 32, Fifth Amendment to Master Deed dated October 10, 2006 and recorded with the Registry at Book 10443, Page 137 and Sixth Amendment to Master Deed dated October 23, 2006 and recorded with the Registry at Book 10468, Page 39 (the "Master Deed"), pursuant to the rights reserved in paragraphs 14 and 18 of the Master Deed to amend the Master Deed, including the right to add additional phases, does hereby amend the Master Deed as contained herein, including the addition of Phase Eight (Building 1) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Master Deed.

1. Phase 8 consists of Building 1 containing thirty-eight (38) Units.
2. The Master Deed is hereby amended as follows:
 - (a) Paragraph 5 of the Master Deed is hereby amended by deleting the existing Condominium Site Plan and substituting it with a certain plan entitled "Condominium Site Plan - Addition of Phase VIII, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", Dated: February 16, 2007, by Merrimack Engineering Services and recorded with the Registry as Plan No. 15653.
 - (b) The Units for Phase 8 (Building 1) are shown on the plans entitled "Condominium Floor Plans, Phase VIII Building 1, Oakridge Village/Maplewood Reserve, North Andover, Mass." Dated February 16, 2007, containing Sheets 1 through 3, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15653, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended to include the above-described plans.
 - (c) Plan No. 15354 is hereby inserted as the plan number for the Floor Plans for Buildings 6, 7 and 8 of the Condominium referenced in paragraph 2 (b) of the First Amendment.

Return to:
Robert W. Levy, Esquire
Eckert Scamans Cherin & Mellott, LLC
One International Place
Boston, MA 02110

- (d) The Floor Plans for Phase 1, Building 2 shown on plans entitled "Condominium Floor Plans, Phase I Building 2, Oakridge Village/Maplewood Reserve, North Andover, Mass." Dated March 13, 2006, containing Sheets 1 through 3, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15337 are hereby amended to correct an error in the designation of certain areas labeled as "Trash Room Common" whereas each such area was intended to be designated as a Storage Facility. Accordingly, the Floor Plans for Phase I, Building 2 are amended as follows:
- (i) the designation of the room contiguous to Unit 101 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility A";
 - (ii) the designation of the room contiguous to Unit 106 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility B";
 - (iii) the designation of the room contiguous to Unit 203 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility C";
 - (iv) the designation of the room contiguous to Unit 206 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility D";
 - (v) the designation of the room contiguous to Unit 211 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility E";
 - (vi) the designation of the room contiguous to Unit 303 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility F";
 - (vii) the designation of the room contiguous to Unit 306 as "Trash Room Common" is hereby deleted and substituted with "Roof Access";
 - (viii) the designation of the room contiguous to Unit 309 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility G".
- (e) The Floor Plans for Phase 3, Building 3 shown on plans entitled "Condominium Floor Plans, Phase III Building 3, Oakridge Village/Maplewood Reserve, North Andover, Mass." Dated April 11, 2006, containing Sheets 1 through 4, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15359 are hereby amended to correct an error in the designation of certain areas labeled as "Trash Room Common" whereas each such area was intended to be designated as a Storage Facility. Accordingly, the Floor Plans for Phase III, Building 3 are amended as follows:
- (i) the designation of the room contiguous to Parking Space 391 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility A";
 - (ii) the designation of the room contiguous to Unit 103 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility B";

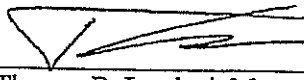
- (iii) the designation of the room contiguous to Unit 106 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility C";
 - (iv) the designation of the room contiguous to Unit 111 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility D";
 - (v) the designation of the room contiguous to Unit 203 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility E";
 - (vi) the designation of the room contiguous to Unit 206 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility F";
 - (vii) the designation of the room contiguous to Unit 211 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility G";
 - (viii) the designation of the room contiguous to Unit 303 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility H";
 - (ix) the designation of the room contiguous to Unit 306 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility I";
 - (x) the designation of the room contiguous to Unit 309 as "Trash Room Common" is hereby deleted and substituted with "Storage Facility J".
- (f) The Floor Plans for Phases 6 and 7, Buildings 4N and 4E shown on plans entitled "Condominium Floor Plans, Phase VII Building 4E, Oakridge Village/Maplewood Reserve, North Andover, Mass." Dated October 23, 2006, containing Sheets 1 through 9, prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15564 are hereby amended to correct an error in the designation of certain areas labeled as "Maintenance Room" whereas each such area was intended to be designated as a Storage Facility. Accordingly, the Floor Plans for Phase VII, Building 4E and 4N are amended as follows:
- (i) the designation of the room contiguous to Unit 103 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility A";
 - (ii) the designation of the room contiguous to Unit 115 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility B";
 - (iii) the designation of the room contiguous to Unit 123 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility C";
 - (iv) the designation of the room contiguous to Unit 203 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility D";
 - (v) the designation of the room contiguous to Unit 205 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility E";
 - (vi) the designation of the room contiguous to Unit 216 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility F";

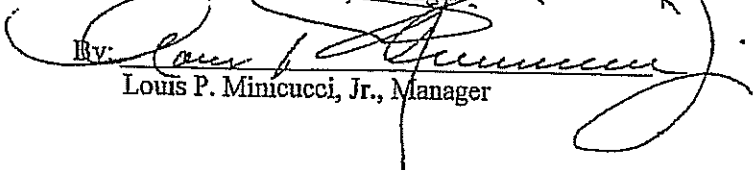
- (vii) the designation of the room contiguous to Unit 221 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility G";
 - (viii) the designation of the room contiguous to Unit 223 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility H";
 - (ix) the designation of the room contiguous to Unit 303 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility I";
 - (x) the designation of the room contiguous to Unit 323 as "Maintenance Room" is hereby deleted and substituted with "Storage Facility J".
- (g) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.
 - (h) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.
3. Giving effect to the foregoing, Phase 8 (Building 1) is hereby added to the Condominium.
 4. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 14 day of March, 2007.

Signatures on next page.

VALLEY REALTY DEVELOPMENT, LLC

By: 
Thomas D. Laudani, Manager

By: 
Louis P. Mimucucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 14 day of ~~February~~ ^{March}, 2007, before me, the undersigned notary public, personally appeared Louis P. Mimucucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,



PENNIE-JEAN DRAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011

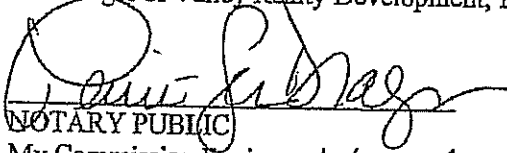

NOTARY PUBLIC
My Commission Expires: July 21, 2011

EXHIBIT B

DESCRIPTION OF BUILDINGS

There are fourteen (14) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building # 2, #2 Harvest Drive". Said building contains Units 101 through 312.
3. A two and one-half (2 ½) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 12 Unit Building #6 601-612 Alder Way". Said building contains Units 601 through 612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building # 7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #9 901-906 Alder Way". Said building contains Units 901 through 906.
8. A one (1) story building consisting of nine (9) Garages shown on the Condominium Site Plan as "1 Story 9 Car Garage Building # 10".
9. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #11 1101-1106 Acorn Drive". Said building contains Units 1101 through 1106.
10. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building # 12".
11. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #13 1301-1306 Basswood Circle". Said building contains Units 1301 through 1306.
12. A two and one-half (2 ½) story building consisting of five (5) residential Townhouse Units and four (4) Garages shown on the Condominium Site Plan as "2 ½ Story 6

Unit Building #14 1401-1405 Basswood Circle". Said building contains Units 1401 through 1405.

13. A two and one-half (2 ½) story building consisting of three (3) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #15 1501-1503 Basswood Circle". Said building contains Units 1501 through 1503.

14. A three (3) story building consisting of two sections (4N and 4E) containing a total of seventy seven (77) residential Units and eight four (84) Indoor Parking Spaces, 4N is shown on the Condominium Site Plan as "3 Story 41 Unit Building # 4N, #4 Harvest Drive" and 4E is shown on the Condominium Site Plan as "3 Story 36 Unit Building # 4E, #4 Harvest Drive". Said building 4E contains Units 101 through 112, 201 through 212, and Units 301 through 312 and building 4N contains Units 113 through 125, 213 through 226 and 313 through 326.

15. A three (3) story building consisting of thirty eight (38) residential Units, shown on the Condominium Site Plan as "3 Story 38 Unit Building # 1, #1 Harvest Drive". Said building contains Units 101 through 312.

EXHIBIT C

DESCRIPTION OF UNITS

| Building No. ¹ | Unit No. | No. Rooms ² | Approx. Sq. Ft. ³ | Location | Proportionate Interest (%) for Units |
|---------------------------|----------|------------------------|------------------------------|--------------|--------------------------------------|
| 2 | 101 | 4 | 1,154 | First Floor | 0.44689% |
| 2 | 102 | 4 | 1,159 | First Floor | 0.44689% |
| 2 | 103 | 3 | 860 | First Floor | 0.34913% |
| 2 | 104 | 3 | 852 | First Floor | 0.34774% |
| 2 | 105 | 3 | 856 | First Floor | 0.34774% |
| 2 | 106 | 4 | 1,077 | First Floor | 0.44689% |
| 2 | 107 | 3 | 852 | First Floor | 0.34913% |
| 2 | 108 | 4 | 1,077 | First Floor | 0.44689% |
| 2 | 109 | 3 | 855 | First Floor | 0.34774% |
| 2 | 110 | 3 | 852 | First Floor | 0.34774% |
| 2 | 111 | 3 | 859 | First Floor | 0.34913% |
| 2 | 112 | 4 | 1,159 | First Floor | 0.44689% |
| 2 | 113 | 4 | 1,152 | First Floor | 0.44689% |
| 2 | 201 | 4 | 1,116 | Second Floor | 0.44689% |
| 2 | 202 | 4 | 1,117 | Second Floor | 0.44689% |
| 2 | 203 | 4 | 1,039 | Second Floor | 0.37986% |
| 2 | 204 | 4 | 1,259 | Second Floor | 0.44689% |
| 2 | 205 | 3 | 814 | Second Floor | 0.34913% |
| 2 | 206 | 4 | 1,035 | Second Floor | 0.37986% |
| 2 | 207 | 3 | 857 | Second Floor | 0.34774% |
| 2 | 208 | 4 | 1,036 | Second Floor | 0.44689% |
| 2 | 209 | 3 | 813 | Second Floor | 0.34913% |
| 2 | 210 | 4 | 1,261 | Second Floor | 0.44689% |
| 2 | 211 | 4 | 1,032 | Second Floor | 0.37986% |
| 2 | 212 | 4 | 1,117 | Second Floor | 0.44689% |
| 2 | 213 | 4 | 1,118 | Second Floor | 0.44689% |
| 2 | 301 | 4 | 1,121 | Third Floor | 0.44689% |
| 2 | 302 | 4 | 1,118 | Third Floor | 0.44689% |
| 2 | 303 | 4 | 1,043 | Third Floor | 0.37986% |
| 2 | 304 | 4 | 1,267 | Third Floor | 0.44689% |
| 2 | 305 | 4 | 1,257 | Third Floor | 0.44689% |
| 2 | 306 | 4 | 1,031 | Third Floor | 0.37986% |
| 2 | 307 | 4 | 1,257 | Third Floor | 0.44689% |
| 2 | 308 | 4 | 1,038 | Third Floor | 0.44689% |
| 2 | 309 | 4 | 1,035 | Third Floor | 0.44689% |
| 2 | 310 | 4 | 1,264 | Third Floor | 0.44689% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 1 is 1 Harvest Drive, North Andover, MA 01845; (ii) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (iii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iv) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (v) Building 9 is 901-906 Alder Way, North Andover, MA 01845; (vi) Building 11 is 1101-1106 Acorn Drive, North Andover, MA 01845; (vii) Building 13 is 1301-1306 Basswood Circle, North Andover, MA 01845; (viii) Building 14 is 1401-1405 Basswood Circle, North Andover, MA 01845; (ix) Building 15 is 1501-1503 Basswood Circle, North Andover, MA; (x) Building 4N and 4E is 4 Harvest Drive, North Andover, MA 01845.

² Closets, Mechanical Closets, Mechanical Rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed "No. Rooms".

³ The approximate area of the Unit in square feet set forth above does not include any balcony or deck.

| | | | | | |
|---|-----|---|-------|-----------------------------|----------|
| 2 | 311 | 4 | 1,117 | Third Floor | 0.37986% |
| 2 | 312 | 4 | 1,121 | Third Floor | 0.44689% |
| 6 | 601 | 6 | 1,912 | First, Second, Third Floors | 0.58654% |
| 6 | 602 | 5 | 1,911 | First, Second, Third Floors | 0.58654% |
| 6 | 603 | 5 | 1,904 | First, Second, Third Floors | 0.58654% |
| 6 | 604 | 6 | 1,919 | First, Second, Third Floors | 0.58654% |
| 6 | 605 | 6 | 2,044 | First, Second, Third Floors | 0.58654% |
| 6 | 606 | 6 | 1,916 | First, Second, Third Floors | 0.58654% |
| 6 | 607 | 5 | 1,909 | First, Second, Third Floors | 0.58654% |
| 6 | 608 | 5 | 1,911 | First, Second, Third Floors | 0.41477% |
| 6 | 609 | 5 | 1,905 | First, Second, Third Floors | 0.58654% |
| 6 | 610 | 5 | 1,911 | First, Second, Third Floors | 0.41477% |
| 6 | 611 | 6 | 1,908 | First, Second, Third Floors | 0.58654% |
| 6 | 612 | 7 | 1,905 | First and Second Floors | 0.58654% |
| 3 | 101 | 4 | 1,149 | First Floor | 0.44689% |
| 3 | 102 | 4 | 1,155 | First Floor | 0.44689% |
| 3 | 103 | 4 | 1,054 | First Floor | 0.44689% |
| 3 | 104 | 3 | 859 | First Floor | 0.34774% |
| 3 | 105 | 3 | 850 | First Floor | 0.34774% |
| 3 | 106 | 4 | 1,080 | First Floor | 0.44689% |
| 3 | 107 | 3 | 847 | First Floor | 0.34913% |
| 3 | 108 | 4 | 1,079 | First Floor | 0.44689% |
| 3 | 109 | 3 | 854 | First Floor | 0.34774% |
| 3 | 110 | 3 | 858 | First Floor | 0.34774% |
| 3 | 111 | 4 | 1,051 | First Floor | 0.44689% |
| 3 | 112 | 4 | 1,150 | First Floor | 0.44689% |
| 3 | 113 | 4 | 1,152 | First Floor | 0.44689% |
| 3 | 201 | 4 | 1,116 | Second Floor | 0.44689% |
| 3 | 202 | 4 | 1,114 | Second Floor | 0.44689% |
| 3 | 203 | 4 | 1,029 | Second Floor | 0.37986% |
| 3 | 204 | 4 | 1,264 | Second Floor | 0.44689% |
| 3 | 205 | 3 | 809 | Second Floor | 0.34913% |
| 3 | 206 | 4 | 1,034 | Second Floor | 0.37986% |
| 3 | 207 | 3 | 848 | Second Floor | 0.34774% |
| 3 | 208 | 4 | 1,035 | Second Floor | 0.44689% |
| 3 | 209 | 3 | 806 | Second Floor | 0.34913% |
| 3 | 210 | 4 | 1,264 | Second Floor | 0.44689% |
| 3 | 211 | 4 | 1,026 | Second Floor | 0.37986% |
| 3 | 212 | 4 | 1,115 | Second Floor | 0.44689% |

| | | | | | |
|----|------|---|-------|-----------------------------|----------|
| 3 | 213 | 4 | 1,111 | Second Floor | 0.44689% |
| 3 | 301 | 4 | 1,112 | Third Floor | 0.44689% |
| 3 | 302 | 4 | 1,114 | Third Floor | 0.44689% |
| 3 | 303 | 4 | 1,030 | Third Floor | 0.37986% |
| 3 | 304 | 4 | 1,267 | Third Floor | 0.44689% |
| 3 | 305 | 4 | 1,243 | Third Floor | 0.44689% |
| 3 | 306 | 4 | 1,058 | Third Floor | 0.37986% |
| 3 | 307 | 4 | 1,243 | Third Floor | 0.44689% |
| 3 | 308 | 4 | 1,042 | Third Floor | 0.44689% |
| 3 | 309 | 4 | 1,028 | Third Floor | 0.44689% |
| 3 | 310 | 4 | 1,270 | Third Floor | 0.44689% |
| 3 | 311 | 4 | 1,107 | Third Floor | 0.44689% |
| 3 | 312 | 4 | 1,120 | Third Floor | 0.44689% |
| 9 | 901 | 6 | 1,896 | First, Second, Third Floors | 0.58654% |
| 9 | 902 | 5 | 1,918 | First, Second, Third Floors | 0.41477% |
| 9 | 903 | 6 | 1,912 | First, Second, Third Floors | 0.58654% |
| 9 | 904 | 6 | 1,912 | First, Second, Third Floors | 0.58654% |
| 9 | 905 | 5 | 1,916 | First, Second, Third Floors | 0.41477% |
| 9 | 906 | 7 | 1,905 | First, Second, Third Floors | 0.58654% |
| 11 | 1101 | 6 | 1,636 | First and Second Floors | 0.58654% |
| 11 | 1102 | 5 | 1,917 | First, Second, Third Floors | 0.58654% |
| 11 | 1103 | 6 | 2,106 | First, Second, Third Floors | 0.41477% |
| 11 | 1104 | 5 | 1,715 | First, Second, Third Floors | 0.58654% |
| 11 | 1105 | 5 | 1,911 | First, Second, Third Floors | 0.58654% |
| 11 | 1106 | 6 | 1,646 | First and Second Floors | 0.58654% |
| 13 | 1301 | 6 | 1,909 | First, Second, Third Floors | 0.58654% |
| 13 | 1302 | 5 | 1,915 | First, Second, Third Floors | 0.41477% |
| 13 | 1303 | 5 | 1,917 | First, Second, Third Floors | 0.58654% |
| 13 | 1304 | 5 | 1,720 | First, Second, Third Floors | 0.41477% |
| 13 | 1305 | 6 | 2,110 | First, Second, Third Floors | 0.58654% |
| 13 | 1306 | 7 | 1,936 | First and Second Floors | 0.58654% |
| 14 | 1401 | 6 | 2,099 | First, Second, Third Floors | 0.58654% |

| | | | | | |
|----|------|---|-------|-----------------------------|----------|
| 14 | 1402 | 5 | 1,712 | First, Second, Third Floors | 0.41477% |
| 14 | 1403 | 5 | 1,907 | First, Second, Third Floors | 0.58654% |
| 14 | 1404 | 5 | 1,910 | First, Second, Third Floors | 0.41477% |
| 14 | 1405 | 6 | 1,897 | First, Second, Third Floors | 0.58654% |
| 15 | 1501 | 6 | 1,896 | First, Second, Third Floors | 0.58654% |
| 15 | 1502 | 5 | 1,909 | First, Second, Third Floors | 0.41477% |
| 15 | 1503 | 5 | 1,566 | First and Second Floors | 0.58654% |
| 4E | 101 | 4 | 1,146 | First Floor | 0.44689% |
| 4E | 102 | 4 | 1,151 | First Floor | 0.44689% |
| 4E | 103 | 4 | 1,058 | First Floor | 0.37986% |
| 4E | 104 | 4 | 1,295 | First Floor | 0.44689% |
| 4E | 105 | 4 | 1,073 | First Floor | 0.44689% |
| 4E | 106 | 4 | 1,297 | First Floor | 0.37986% |
| 4E | 107 | 4 | 1,074 | First Floor | 0.44689% |
| 4E | 108 | 3 | 856 | First Floor | 0.34774% |
| 4E | 109 | 4 | 1,296 | First Floor | 0.44689% |
| 4E | 110 | 4 | 1,293 | First Floor | 0.44689% |
| 4E | 111 | 4 | 1,292 | First Floor | 0.44689% |
| 4E | 112 | 3 | 816 | First Floor | 0.34774% |
| 4N | 113 | 4 | 1,340 | First Floor | 0.44689% |
| 4N | 114 | 4 | 1,215 | First Floor | 0.44689% |
| 4N | 115 | 4 | 1,297 | First Floor | 0.37986% |
| 4N | 116 | 4 | 1,268 | First Floor | 0.37986% |
| 4N | 117 | 4 | 1,268 | First Floor | 0.44689% |
| 4N | 118 | 3 | 860 | First Floor | 0.34913% |
| 4N | 119 | 4 | 1,080 | First Floor | 0.37986% |
| 4N | 120 | 4 | 1,294 | First Floor | 0.37986% |
| 4N | 121 | 4 | 1,073 | First Floor | 0.44689% |
| 4N | 122 | 4 | 1,297 | First Floor | 0.44689% |
| 4N | 123 | 4 | 1,057 | First Floor | 0.37986% |
| 4N | 124 | 4 | 1,149 | First Floor | 0.44689% |
| 4N | 125 | 4 | 1,149 | First Floor | 0.44689% |
| 4E | 201 | 4 | 1,108 | Second Floor | 0.44689% |
| 4E | 202 | 4 | 1,113 | Second Floor | 0.44689% |
| 4E | 203 | 4 | 1,020 | Second Floor | 0.44689% |
| 4E | 204 | 4 | 1,253 | Second Floor | 0.44689% |
| 4E | 205 | 4 | 1,035 | Second Floor | 0.37986% |
| 4E | 206 | 4 | 1,255 | Second Floor | 0.37986% |
| 4E | 207 | 4 | 1,035 | Second Floor | 0.44689% |
| 4E | 208 | 4 | 1,271 | Second Floor | 0.44689% |
| 4E | 209 | 4 | 1,255 | Second Floor | 0.37986% |
| 4E | 210 | 4 | 1,256 | Second Floor | 0.44689% |
| 4E | 211 | 4 | 1,255 | Second Floor | 0.44689% |
| 4E | 212 | 3 | 738 | Second Floor | 0.34774% |

| | | | | | |
|----|-----|---|-------|--------------|----------|
| 4N | 213 | 4 | 1,304 | Second Floor | 0.44689% |
| 4N | 214 | 2 | 1,369 | Second Floor | 0.34913% |
| 4N | 215 | 4 | 1,179 | Second Floor | 0.44689% |
| 4N | 216 | 4 | 1,261 | Second Floor | 0.37986% |
| 4N | 217 | 4 | 1,230 | Second Floor | 0.44689% |
| 4N | 218 | 4 | 1,227 | Second Floor | 0.37986% |
| 4N | 219 | 4 | 1,033 | Second Floor | 0.37986% |
| 4N | 220 | 4 | 1,269 | Second Floor | 0.44689% |
| 4N | 221 | 4 | 1,033 | Second Floor | 0.44689% |
| 4N | 222 | 4 | 1,255 | Second Floor | 0.37986% |
| 4N | 223 | 4 | 1,036 | Second Floor | 0.44689% |
| 4N | 224 | 4 | 1,255 | Second Floor | 0.44689% |
| 4N | 225 | 4 | 1,112 | Second Floor | 0.44689% |
| 4N | 226 | 4 | 1,111 | Second Floor | 0.44689% |
| 4E | 301 | 4 | 1,110 | Third Floor | 0.44689% |
| 4E | 302 | 4 | 1,110 | Third Floor | 0.44689% |
| 4E | 303 | 4 | 1,020 | Third Floor | 0.37986% |
| 4E | 304 | 4 | 1,259 | Third Floor | 0.44689% |
| 4E | 305 | 4 | 1,035 | Third Floor | 0.44689% |
| 4E | 306 | 4 | 1,259 | Third Floor | 0.44689% |
| 4E | 307 | 4 | 1,043 | Third Floor | 0.37986% |
| 4E | 308 | 4 | 1,271 | Third Floor | 0.44689% |
| 4E | 309 | 4 | 1,255 | Third Floor | 0.44689% |
| 4E | 310 | 4 | 1,256 | Third Floor | 0.37986% |
| 4E | 311 | 4 | 1,254 | Third Floor | 0.44689% |
| 4E | 312 | 3 | 741 | Third Floor | 0.34913% |
| 4N | 313 | 4 | 1,304 | Third Floor | 0.44689% |
| 4N | 314 | 2 | 1,369 | Third Floor | 0.34913% |
| 4N | 315 | 4 | 1,179 | Third Floor | 0.44689% |
| 4N | 316 | 4 | 1,264 | Third Floor | 0.37986% |
| 4N | 317 | 4 | 1,230 | Third Floor | 0.44689% |
| 4N | 318 | 4 | 1,225 | Third Floor | 0.44689% |
| 4N | 319 | 4 | 1,034 | Third Floor | 0.37986% |
| 4N | 320 | 4 | 1,269 | Third Floor | 0.44689% |
| 4N | 321 | 4 | 1,034 | Third Floor | 0.44689% |
| 4N | 322 | 4 | 1,260 | Third Floor | 0.44689% |
| 4N | 323 | 4 | 1,037 | Third Floor | 0.37986% |
| 4N | 324 | 4 | 1,258 | Third Floor | 0.44689% |
| 4N | 325 | 4 | 1,112 | Third Floor | 0.44689% |
| 4N | 326 | 4 | 1,112 | Third Floor | 0.44689% |
| 1 | 101 | 4 | 1,154 | First Floor | 0.37986% |
| 1 | 102 | 4 | 1,156 | First Floor | 0.44689% |
| 1 | 103 | 3 | 855 | First Floor | 0.34913% |
| 1 | 104 | 3 | 852 | First Floor | 0.34774% |
| 1 | 105 | 3 | 852 | First Floor | 0.34774% |
| 1 | 106 | 4 | 1,074 | First Floor | 0.44689% |
| 1 | 107 | 3 | 849 | First Floor | 0.34913% |
| 1 | 108 | 4 | 1,079 | First Floor | 0.44689% |
| 1 | 109 | 3 | 851 | First Floor | 0.34774% |
| 1 | 110 | 3 | 852 | First Floor | 0.34774% |
| 1 | 111 | 3 | 857 | First Floor | 0.34913% |

| | | | | | |
|---|-----|---|-------|--------------|----------|
| 1 | 112 | 4 | 1,155 | First Floor | 0.44689% |
| 1 | 113 | 4 | 1,154 | First Floor | 0.44689% |
| 1 | 201 | 4 | 1,115 | Second Floor | 0.44689% |
| 1 | 202 | 4 | 1,115 | Second Floor | 0.44689% |
| 1 | 203 | 4 | 1,035 | Second Floor | 0.37986% |
| 1 | 204 | 4 | 1,271 | Second Floor | 0.44689% |
| 1 | 205 | 3 | 812 | Second Floor | 0.34913% |
| 1 | 206 | 4 | 1,035 | Second Floor | 0.44689% |
| 1 | 207 | 3 | 850 | Second Floor | 0.34774% |
| 1 | 208 | 4 | 1,034 | Second Floor | 0.44689% |
| 1 | 209 | 3 | 813 | Second Floor | 0.34913% |
| 1 | 210 | 4 | 1,261 | Second Floor | 0.44689% |
| 1 | 211 | 4 | 1,032 | Second Floor | 0.37986% |
| 1 | 212 | 4 | 1,121 | Second Floor | 0.44689% |
| 1 | 213 | 4 | 1,118 | Second Floor | 0.44689% |
| 1 | 301 | 4 | 1,120 | Third Floor | 0.44689% |
| 1 | 302 | 4 | 1,118 | Third Floor | 0.44689% |
| 1 | 303 | 4 | 1,037 | Third Floor | 0.37986% |
| 1 | 304 | 4 | 1,263 | Third Floor | 0.44689% |
| 1 | 305 | 4 | 1,250 | Third Floor | 0.44689% |
| 1 | 306 | 4 | 1,034 | Third Floor | 0.44689% |
| 1 | 307 | 4 | 1,253 | Third Floor | 0.37986% |
| 1 | 308 | 4 | 1,038 | Third Floor | 0.44689% |
| 1 | 309 | 4 | 1,033 | Third Floor | 0.44689% |
| 1 | 310 | 4 | 1,264 | Third Floor | 0.44689% |
| 1 | 311 | 4 | 1,117 | Third Floor | 0.37986% |
| 1 | 312 | 4 | 1,121 | Third Floor | 0.44689% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

**EIGHTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE – MAPLEWOOD RESERVE**

**ADDITION OF STORAGE FACILITIES
(BUILDING 4N)**

VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127, Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147, Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169, Fourth Amendment to Master Deed dated August 16, 2006 and recorded with the Registry at Book 10356, Page 32, Fifth Amendment to Master Deed dated October 10, 2006 and recorded with the Registry at Book 10443, Page 137 ("Fifth Amendment"), Sixth Amendment to Master Deed dated October 23, 2006 and recorded with the Registry at Book 10468, Page 39 and Seventh Amendment to Master Deed dated March 14, 2007 and recorded with the Registry at Book 10667, Page 281 (the "Master Deed"), pursuant to the rights reserved in paragraph 8 (c) of the Master Deed, as amended by paragraph 2 (c) of the Fifth Amendment, to amend the Master Deed to add Storage Facilities does hereby amend the Master Deed to add additional Storage Facilities to the Condominium and substitute a revised Second and Third Floor Plan of Building 4N (sheets 6 of 8 and 8 of 8). Capitalized terms used but not defined in this Amendment shall have the same definitions given to them as in the Master Deed.

1. The Master Deed is hereby amended as follows:
 - (a) Additional Storage Facilities are located in the second and third floor of Building 4N and are shown on the plan entitled "Revised Condominium Floor Plans, Phase VI Building 4N", dated October 23, 2007, containing Sheet 1 and 2 prepared by Merrimack Engineering Services in accordance with Section 8(f) of the Act and recorded with the Registry as Plan No. 15812, and the Floor Plans, described in Paragraph 6 (a) of the Master Deed, are hereby amended by substituting the above-described plan with sheets 6 of 8 and 8 of 8 of the Condominium Floor Plans recorded with the Registry as Plan No. 15551.
2. Giving effect to the foregoing, the Storage Facilities, labeled as "Storage" and numbered 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70 and 71, are hereby added to the Condominium.
3. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said Valley Realty Development, LLC has caused these presents to be executed this 19th day of October, 2007.


Signatures on next page.

Return to:
Robert W. Levy, Esquire
Eckert Seamans Cherin & Mellott, LLC
One International Place
Boston, MA 02110

{K0354343.2}

VALLEY REALTY DEVELOPMENT, LLC

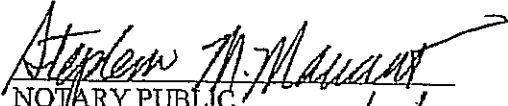
By: 
Thomas D. Laudani, Manager

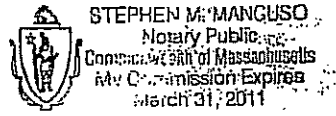
By: 
Louis P. Minicucci, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 19th day of October, 2007, before me, the undersigned notary public, personally appeared Louis P. Minicucci, Jr., proved to me through satisfactory evidence of identification, which is that he is known to me for a period of time to establish beyond doubt that he has the identity claimed, 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 Manager of Valley Realty Development, LLC,


NOTARY PUBLIC
My Commission Expires: 03/31/2011





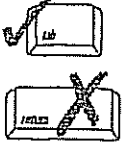
WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

BK 8979 PG 1

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

North Andover
Conservation Commission

This issuance is for (check one):

- Order of Conditions
- Amended Order of Conditions

To: Applicant:

Valley Realty Development
 Name
 PO Box 3039
 Mailing Address
 Andover MA 01810
 City/Town State Zip Code

Property Owner (if different from applicant):

Meadows Realty Trust
 Name
 2357 Turnpike Street
 Mailing Address
 North Andover MA 01845
 City/Town State Zip Code

1. Project Location:

2357 Turnpike Street (The Meadows)
 Street Address
 108A, 108C
 Assessors Map/Plat Number

North Andover MA, 01845
 City/Town
 38,33 &39
 Parcel/Lot Number

2. Property recorded at the Registry of Deeds for:

Essex North
 County Book 1888

349
 Page

Certificate (if registered land)

3. Dates:

8/30/02
 Date Notice of Intent Filed

1/22/03
 Date Public Hearing Closed

1/22/03
 Date of Issuance

4. Final Approved Plans and Other Documents (attach additional plan references as needed):

See attached Order of Conditions
 Title

Date

Title

Date

Title

Date

5. Final Plans and Documents Signed and Stamped by:

Steven J. Trettel
 Name

6. Total Fee:

7,875.00 (State and Local Fee)
 (from Appendix B: Wetland Fee Transmittal Form)

ATTEST:
 A True Copy

[Signature]

Town Clerk



WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

242-1169

Provided by DEP

B. Findings

BK 8979 PG 2

Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Public Water Supply | <input type="checkbox"/> Land Containing Shellfish | <input checked="" type="checkbox"/> Prevention of Pollution |
| <input checked="" type="checkbox"/> Private Water Supply | <input type="checkbox"/> Fisheries | <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| <input checked="" type="checkbox"/> Groundwater Supply | <input checked="" type="checkbox"/> Storm Damage Prevention | <input checked="" type="checkbox"/> Flood Control |

Furthermore, this Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- the following conditions which are necessary, in accordance with the performance standards set forth in the wetlands regulations, to protect those interests checked above. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations to protect those interests checked above. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued.
- the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).

General Conditions (only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Findings (cont.)

BK 8979 PG 3

4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
7. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to this Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MA DEP"]
"File Number 242-1169 "
10. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before DEP.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
14. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

242-1169
 Provided by DEP

B. Findings (cont.)

BK 8979 PG 5

Additional conditions relating to municipal ordinance or bylaw:

See Attached

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

1/23/03 Expires 1/23/06
 Date

This Order must be signed by a majority of the Conservation Commission. The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office (see Appendix A) and the property owner (if different from applicant).

Signatures:

[Signature]
[Signature]
[Signature]
Debra R. Deltronic

On 1/22/03 Day 1/03 Of 1/03 Month and Year

before me personally appeared

Scott Mause

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Wendy M. Wedge
 Notary Public

8/7/2009
 My Commission Expires

This Order is issued to the applicant as follows:

by hand delivery on

Date

by certified mail, return receipt requested, on

Date

1/28/03



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

242-1169

Provided by DEP

C. Appeals

BK 8979 PG 6

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Appendix E: Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, § 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

D. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on Page 7 of Form 5 shall be submitted to the Conservation Commission listed below.

North Andover

Conservation Commission



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Recording Information (cont.)

BK 8979 PG 7

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

North Andover
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

2357 Turnpike Street (The Meadows) 242-1169
Project Location DEP File Number

Has been recorded at the Registry of Deeds of:

County Book Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Therefore, the North Andover Conservation Commission (hereafter the "NACC") hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the State Regulations, the local ByLaw and Regulations, to protect those interests noted above. The NACC orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced below. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

GENERAL CONDITIONS

18. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
19. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of property rights. However, the NACC, agent of the NACC or the Department of Environmental Protection (DEP) reserves the right to enter and inspect the property at all reasonable times until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act (310 CMR 10.00), the North Andover Wetland ByLaw and Regulations, and may require any information, measurements, photographs, observations, and/or materials, or may require the submittal of any data or information deemed necessary by the NACC for that evaluation. Further, work shall be halted on the site if the NACC, agent or DEP determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the NACC is satisfied that the work will comply and has so notified the applicant in writing.
20. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws or regulations.
21. The work authorized hereunder shall be completed within three years from the date of this order.
22. This Order may be extended by the issuing authority for one or more periods of up to one year each upon application to the issuing authority at least thirty days (30) prior to the expiration date of the Order (*Refer to Section VIII (B)(p.33) of the North Andover Wetland Regulations*).

23. The NACC reserves the right to amend this Order of Conditions after a legally advertised public hearing if plans or circumstances are changed or if new conditions or information so warrant.
24. Where the Department of Environmental Protection (DEP) is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
25. The conditions of this decision shall apply to, and be binding upon, the applicant, owner, its employees and all successors and assigns in interest or control. These obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property.
26. The term "Applicant" as used in this Order of Conditions shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of Intent, supporting documents and this Order of Conditions. The NACC shall be notified in writing within 30 days of all transfers of title of any portion of property that takes place prior to the issuance of a Certificate of Compliance.
27. The proposed work includes: **Construction of a 270 unit affordable housing condominium/townhouse complex, associated roadways, parking lots, utilities, stormwater management structures, grading, landscaping activities, wetland replication/restoration and buffer zone enhancement plantings. Work will be located within the buffer zone to bordering vegetated wetland, isolated land subject to flooding, and isolated freshwater wetlands. The project is filed under Massachusetts General Laws, Chapter 40B.**
28. The work shall conform to the following (except as noted in the remainder of this document where revisions may be required):

Notice of Intent filed by:

Valley Realty Development, LLC
PO Box 3039
Andover, MA 01810
Dated August 28, 2002

Other Documents:

Expanded Environmental Notification Form,
Proposed Residential Development Project, The Meadows, North
Andover, MA, Dated August 30, 2002, Prepared by Dermot J. Kelly
Associates, Inc.;

Hydrologic Analysis, Notice of Intent Submittal, Meadows Residential
Development, North Andover, MA, dated Nov. 15, 2002, prepared by GZA
GeoEnvironmental, Inc. (includes revised Table 1 and HEC model
revisions);

Drainage Estimate Attachments, Notice of Intent Submittal, Meadows
Residential Development, North Andover, MA, Dated August 26, 2002,
prepared by GZA GeoEnvironmental, Inc.

Engineering Review Letters:

Prepared by Lisa Eggleston, dated Oct. 23, 2002, 8 pages;

Prepared by GZA, dated Dec. 4, 2002, 8 pages, Attachment 1, 6 pages,
Attachment 2, 2 pages, Attachment 3, 1 page;

Prepared by Lisa Eggleston, dated Dec. 4, 2002, 6 pages;

Letter prepared by GZA dated Dec. 24, 2002, 5 pages, Revised tables 3 & 4 of
the Hydrologic Analysis and 4 pages of the test pit logs;

Letter prepared by GZA, dated January 7, 2003, 2 pages;

Buffer Zone Planting Plan:

Letter prepared by West Environmental, dated October 9, 2002, 3 pages;

Letter prepared by West Environmental, dated January 7, 2003, 3 pages;

Operation & Maintenance Plan prepared by:

GZA, GeoEnvironmental, dated January 7, 2003, Attachment A, 2 pages,
Attachment 1, 6 pages (see attached);

Site Plans prepared by:

GZA, GeoEnvironmental, Inc.
One Edgewater Drive
Norwood, MA

Entitled:

Existing Conditions Plan, No. C-1A, Rev. 12-03-02;
Existing Conditions Plan, No. C-1B, Rev. 12-03-02;
Existing Conditions Plan, No. C-1C, Rev. 12-03-02;
Site Development and Grading Plan, No.C-2A, Rev. 12-24-02;
Site Development and Grading Plan, No.C-2B, Rev.12-24-02;
Site Development and Grading Plan, No.C-2C, Rev. 12-24-02;
Erosion and Sediment Control Details; No. C-2D, Rev. 12-03-02;
Site Drainage Plan, No. C-2E, Rev. 1/7/03;
Utility Plan, No. C-3A, Rev. 12-03-02;
Utility Plan, No. C-3B, Rev. 12-03-02;
Utility Plan, No. C-3C, Rev. 12-03-02;

Site Development and Grading Plan(with wetland flags), No.2A-WF, Revised
12-24-02;
Site Development and Grading Plan(with wetland flags), No.2B- WF, Revised
12-24-02;
Site Development and Grading Plan(with wetland flags), No.2B-WF, Revised
12-24-02;

Preliminary Site Plan with Easements, SP-3-1, Rev. 12-03-02;

Wetland Enhancement Plan, No. C-2B-WE, Rev. 12-24-02

Revised Details &Additional Plans:

Attachment B, 4' sump catch basin detail;

Sediment forebay detail, Att. C, dated 1-7-03;

Stormceptor Drainage Plan, Drainage Area 5, Att.F, Dated 1-7-03;

Roof Areas Draining to Vernal Pools, Att. G, dated 1-7-03

Misc. Documentation:

Letter addressed to North Andover Conservation Commission from the Department of Environmental Protection, dated November 15, 2002;

Letter from Valley Realty Development, dated November 22, 2002 addressed to Stephen Manning of the North Andover Open Space Committee;

29. The following wetland resource areas are affected by the proposed work:
Buffer Zone to Isolated Land Subject to Flooding (ILSF), Freshwater Wetland, Vernal Pool/Ephemeral Pool and Bordering Vegetated Wetland (BVW). These resource areas are significant to the interests of the Act and Town ByLaw as noted above and therein. The applicant has not attempted to overcome the presumption of significance of these resource areas to the identified interests.
30. The NACC agrees with the applicant's delineation of the wetland resource areas on the site as shown on the plans dated referenced herein.
31. The NACC finds that the intensive use of the upland areas and buffer zone proposed on this site will cause further alteration of the wetland resource areas. In order to prevent any alteration of wetland resource areas a twenty five foot (25') No-Disturbance Zone and a fifty foot (50') No-Construction Zone shall be established, where possible, from the edge of the adjacent wetland resource areas except in those encroachment areas as shown on the approved plans. A waiver of the local 25' No-Disturbance Zone and 50' No-Build Zone has been granted in several areas on the site to facilitate building construction, grading and stormwater management structure construction. The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local bylaw. No disturbance of existing grade, soils or vegetation is permitted in the No-Disturbance zone except in those areas as shown on the approved site plan.
32. There shall be no increase in the post development discharges from the storm drainage system or any other changes in post development conditions that alter the post development watershed boundaries as currently depicted in the Notice of Intent and approved by this Order of Conditions, unless specifically approved in writing by the Commission.
33. This document shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors, and other personnel performing the permitting

work are fully aware of the permits terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order resulting from failure to comply with its conditions.

34. The owners of the project and their successors in title, in the event they proceed to alter areas subject to the Commission's jurisdiction under the order, agree that the Order does not in itself impose upon the Town any responsibility to maintain the proposed drainage system and that said Town shall not be liable for any damage in the event of failure. By acceptance of this Order, the owners agree to indemnify and hold harmless to the Town and its residents for any damage attributable to alterations undertaken on this property pursuant to the Order. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage. Maintenance of the drainage system, if accepted by the Town as part of a public way, becomes the responsibility of the Town.
35. The approved project does not propose any permanent alteration to wetland resource areas. Temporary alteration to BVW will result from the headwall reconstruction and resource areas are required to be fully restored upon completion of construction. Due to the historic disturbed nature of the site, the applicant has proposed to provide replication in a previously filled area, in addition to providing buffer zone enhancement plantings in un-vegetated areas. The NACC finds the applicant's proposal for 1,055 sq. ft. of wetland replication/restoration and 19,558 sq. ft. of buffer zone restoration to be adequate. A Wetland Specialist must be present on site during replication and restoration activities. Monitoring of the replication and restoration areas must be conducted by a qualified wetland specialist in the spring and fall months for two consecutive growing seasons following the completion of the restoration activities. At the end of each inspection, a progress report of the relative success or failure of the replication and restoration efforts shall be conducted by the wetland specialist and submitted to the North Andover Conservation Commission. If at the end of the second growing season, compliance with 310 CMR 10.55 (4) (b) (6) is not achieved, the NACC maintains the right to require additional mitigative measures.
36. Restoration plantings shall be conducted in accordance with the approved restoration planting plan as depicted in the above referenced letter and plan. In addition, any temporarily disturbed areas in the 25' No-Disturbance Zone (ie. grading) that will not be developed must be re-vegetated with a seed mix and woody plantings. Proposed planting plans must be reviewed and approved by the Conservation Administrator.

37. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage.

PRIOR TO CONSTRUCTION

38. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department or Court have been completed.
39. This Order shall be recorded by the applicant at the Registry of Deeds immediately after the expiration of all appeal periods. No work shall be undertaken until the Final Order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is to be done. The recording information shall be submitted to the North Andover Conservation Commission on the form at the end of this Order prior to commencement of the work. Any Order not recorded by the applicant before work commences may be recorded by the NACC at the applicant's expense.
40. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words "Massachusetts DEP, File Number 242-1169."
41. Any changes in the submitted plans caused by the applicant, another Board's decision or resulting from this Order of Conditions must be submitted to the NACC for approval prior to implementation. If the NACC finds said changes to be significant, the NACC will call for another public hearing (at the expense of the applicant). Within 21 days of the close of said public hearing the NACC will issue an amended or new Order of Conditions. Any errors found in the plans or information submitted by the applicant shall be considered as changes. The proposed project may be still under review by other local or state boards or agencies. This may result in changes to the project plans or wetland impacts. If any such changes occur a revised plan and an explanation of the revisions shall be submitted to the NACC for review and approval prior to the start of construction. No work shall begin on a project until written approval has been granted by the NACC.

42. It is the responsibility of the applicant, owner, and/or successor(s) to ensure that all conditions of this Order of Conditions are complied with. The project engineer and contractors are to be provided with a copy of this Order of Conditions and referenced documents before commencement of construction.
43. Prior to any work commencing on-site, the applicant shall submit to the NACC for approval, a detailed sequence of construction, including the construction of compensation and retention areas, installation of sedimentation/erosion control devices and re-vegetation to be completed before other work begins on-site.
44. Wetland flagging shall be checked prior to start of construction and shall be re-established where missing. All wetland flagging shall remain visible and enumerated per the approved plan(s) throughout the life of the project and until a Certificate of Compliance is issued so that erosion control measures can be properly placed and wetland impacts can be monitored. The proposed limit of work shall be clearly marked with stakes or flags and shall be confirmed by the NACC. Such markers shall be checked and replaced as necessary and shall be maintained until all construction is complete. Workers should be informed that no use of machinery, storage of machinery or materials, stockpiling of soil, or construction activity is to occur beyond this line at any time. All flags used for the above purposes shall be of a color different from other flagging used on the site.
45. A row of staked hay bales backed by trenched siltation fence shall be placed between all construction areas and wetlands. The erosion control barrier will be properly installed and placed as shown on the plans approved and referenced herein and shall be inspected and approved by the NACC prior to the start of construction and shall remain intact until all disturbed areas have been permanently stabilized to prevent erosion. All erosion prevention and sedimentation protection measures found necessary during construction shall be implemented at the direction of the NACC. The NACC reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site. For example, installation of erosion control measures may be required in areas not shown on the plan(s) referenced in this Order of Conditions. Should such installation be required by the NACC, they shall be installed within 48 hours of the Commission's request.
46. The applicant shall have on hand at the start of any soil disturbance, removal or stockpiling, a minimum of 100 hay bales and sufficient stakes for staking

these bales (or an equivalent amount of silt fence). Said bales shall be used only for the control of emergency erosion problems and shall not be used for the normal control of erosion.

47. A check payable to the Town of North Andover shall be provided in the amount of \$70,000 ($\$3.00 \times 1,055$ s.f. of replication = \$3165; $\$1.095 \times 19,558$ s.f. of buffer zone restoration plantings = \$21416.01, round up to \$21,435; roadway, parking lots and drainage infrastructure, \$15,000; \$1600 per building in the buffer zone, 19 buildings = \$30,400) which shall be in all respects satisfactory to Town Counsel, Town Treasurer, and the NACC, and shall be posted with the North Andover Town Treasurer through the NACC before commencement of work. Said deposit of money shall be conditioned on the completion of all conditions hereof, shall be signed by a party or parties satisfactory to the NACC, and Town Counsel, and shall be released after completion of the project, provided that provisions, satisfactory to the NACC, have been made for performance of any conditions which are of continuing nature. The applicant may propose a monetary release schedule keyed to completion of specific portions of the project for the NACC's review and approval. This condition is issued under the authority of the local ByLaw.
48. The applicant shall be responsible for placing signs designating the applicable building numbers (#1 through #28) as depicted on the plans approved and referenced herein.
49. The applicant shall designate a Wetland Scientist as an "Erosion Control Monitor" to oversee any emergency placement of controls and regular inspection or replacement of sedimentation control devices. The name and phone number of the erosion control monitor must be provided to the NACC in the event that this person has to be contacted, due to an emergency at the site, during any 24-hour period, including weekends. This person shall be given the authority to stop construction for erosion control purposes. The erosion control monitor will be required to inspect all such devices and oversee cleaning and the proper disposal of waste products. Cleaning shall include removal of any entrapped silt. At least once during each week in which construction activities occurs on-site and for as long thereafter as ground remains unstabilized, the applicant shall submit a written report from the "Erosion Control Monitor" to the NACC certifying that, to the best of his/her knowledge and belief based on a careful site inspection, all work is being performed in compliance with this Order of Conditions and that approved setbacks are being adhered to. The erosion control monitor must visually inspect all sedimentation/erosion control measures and assume responsibility for their maintenance on a weekly basis and that they are

functioning as intended. In addition, all wetland resource areas must be visually inspected for siltation, turbidity, and/or other water quality impacts. The monitor is also responsible for overseeing construction and planting of the replication and buffer zone restoration areas.

50. Prior to construction, the applicant shall permanently mark the edge of the "25' No-Disturbance Zone" and or the edge of disturbance with signs or markers spaced evenly every 50 feet incorporating the following text: "Protected Wetland Resource Area". This will designate their sensitivity and assure no further inadvertent encroachment into the wetland. These permanent markers are subject to review and approval by the NACC. The applicant shall instruct all agents to explain these markers to buyers/lessees/landscapers and all persons taking over the property from the applicant.
51. The applicant and/or the legal owner of that portion of land upon which these Orders of Conditions have been placed shall provide to the NACC prior to transferring, or assigning any portion of said land to another party, subject to said Orders of Conditions, the "Compliance Certification Form Affidavit" attached via "Appendix A" signed under the pains and penalties of perjury, stating that said applicant and/or owner has read these Orders of Conditions and is in compliance with each and every condition. This document shall apply to each of the conditions referenced herein and shall be provided to the Conservation Department at least five (5) business days prior to the closing of said land transaction.
52. Once these above mentioned pre-construction requirements are complete, the applicant shall contact the Conservation Office prior to site preparation or construction and shall arrange an on-site conference with an NACC representative, the contractor, the engineer, wetland scientist and the applicant to ensure that all of the Conditions of this Order are understood. This Order shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order of Conditions resulting from failure to comply with its conditions. The applicant or contractor shall notify the NACC in writing of the identity of the on-site construction supervisor hired to coordinate construction and to ensure compliance with this Order. A reasonable period of time shall be provided as notice of the pre-construction meeting (e.g. 72 hours).

53. During the spring of 2003 and prior to construction on the site, the applicant's environmental scientist must conduct an extensive ecological inventory of the species identified within the isolated vegetated wetlands. The isolated wetlands must be photographed and water depths within the isolated areas must be measured. If the isolated areas contain obligate or facultative vernal pool species, the documentation must be collected and a submission to the Natural Heritage and Endangered Species for vernal pool certification is required. Evidence of the application and certification must be submitted to the North Andover Conservation Department.

DURING CONSTRUCTION

54. **IMPORTANT:** Immediately upon completion of the building foundations in the buffer zone, and prior to further construction activities associated with the site, the applicant shall complete a plan prepared by a Registered Professional Land Surveyor of the Commonwealth (R.P.L.S.) which accurately depicts the foundation location and its proximity to wetland resource areas as approved under this Order of Conditions. Said plan shall be submitted to the Conservation Administrator for approval.
55. Upon beginning work, the applicant shall submit written progress reports every week detailing what work has been done in or near resource areas, and what work is anticipated to be done over the next period. This will update the construction sequence.
56. All catch basins shall contain oil/gasoline traps, and it shall be a continuing condition of this order, even after a Certificate of Compliance is issued, that the oil/gasoline traps in the catch basins be maintained. All catch basins shall be free of all accumulated silt and debris before Compliance is issued and the owner or his/her agent shall so specify in the request for Compliance.
57. The sewer lines on the site, where they cross wetland resource areas, shall be tested for water tightness in accordance with North Andover DPW standards.
58. Approved de-watering activities anticipated shall be supervised and witnessed by the designated erosion control monitor. This designee must be on-site while work specific to dewatering is occurring. De-watering activities shall be conducted as shown on the approved plans and shall be monitored daily by the erosion control monitor to ensure that sediment laden water is appropriately settled prior to discharge toward the wetland resource areas. No discharge of water is allowed directly into an area subject to jurisdiction of the Wetlands Protection Act and/or the North Andover Wetland ByLaw.

If emergency de-watering requirements arise, the applicant shall submit a contingency plan to the Commission for approval which provides for the pumped water to be contained in a settling basin, to reduce turbidity prior to discharge into a resource area.

59. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts on any of the foregoing.
60. No exposed area shall remain unfinished for more than thirty (30) days, unless approved by the NACC.
61. No re-grading in the buffer zone shall have a slope steeper than 2:1 (horizontal: vertical). Slopes of steeper grade shall be rip-rapped to provide permanent stabilization.
62. There shall be no stockpiling of soil or other materials within twenty-five (25) feet of any resource area.
63. After proper grading, all disturbed areas located within a resource area which will not remain as wetland areas, shall be loamed (minimum of 4" of quality loam), and seeded. This shall all be done in accordance with SCS guidelines. All disturbed areas located within wetland resource areas which are to be only temporarily disturbed during construction, shall be restored to their original grade, soil profile and vegetative cover. Soil used for this purpose will either be wetlands topsoil or a minimum of 4" of quality loam.
64. Washings from concrete trucks, or surplus concrete, shall not be directed to, any drainage system, or wetland resource area.
65. All waste generated by, or associated with, the construction activity shall be contained within the construction area, and away from any wetland resource area. There shall be no burying of spent construction materials or disposal of waste on the site by any other means. The applicant shall maintain dumpsters (or other suitable means) at the site for the storage and removal of such spent construction materials off-site. However, no trash dumpsters will be allowed within 50' of areas subject to protection under the Act or local ByLaw.
66. Accepted engineering and construction standards and procedures shall be followed in the completion of the project.

- 67. During the life of the project, a designated wetland scientist/ecologist/biologist must continue to document the biological inventory of the isolated areas and vernal pools to identify changes in the species population. In addition, the hydrologic conditions should be documented and photographed. The scientist shall note any significant changes to the observed hydrology and species populations from one year to another. A yearly report must be submitted to the Conservation Commission for review (this is a continuing monitoring requirement of condition #53).
- 68. During and after work on this project, there shall be no discharge or spillage of fuel, or other pollutants into any wetland resource area. If there is a spill or discharge of any pollutant during any phase of construction the NACC shall be notified by the applicant within one (1) business day. No construction vehicles are to be stored within 100 feet of wetland resource areas, and no vehicle refueling, equipment lubrication, or maintenance is to be done within 100 feet of a resource area.

STORMWATER MANAGEMENT CONDITIONS

- 69. All construction and post-construction stormwater management shall be conducted in accordance with supporting documents and plans submitted with the Notice of Intent, the Department of Environmental Protection Stormwater Management Policy and as approved by the NACC in this Order of Conditions.
- 70. All stormwater best management practices shall be maintained as specified in the Operation and Maintenance Plan submitted with the Notice of Intent and incorporated in the Order of Conditions. Evidence of maintenance of the stormwater management system shall be provided to the NACC on an annual basis by a Registered Professional Civil Engineer. The first report shall be submitted to the NACC one year after the first stormwater structure goes on-line and annual reports must continue to be submitted until the issuance of a Certificate of Compliance. The compliance of the system with the design basis and Order of Conditions will be certified by a Registered Professional Engineer to the Conservation Commission or its Agent. This condition must be satisfied prior to the issuance of a Certificate of Compliance.
- 71. Water quality in down gradient BVW's shall not differ significantly following completion of the project from the pre-development conditions. There shall

be no sedimentation into wetlands or water bodies from discharge pipes or surface runoff leaving the site.

72. The applicants, owners, and their successors and assignees, shall maintain all culverts, collections basins, traps, outlet structures, subsurface storage areas, and other elements of the drainage system, unless put into an easement to the Town of North Andover, in order to avoid blockages and siltation which might cause failure of the system and/or detrimental impacts to on-site or off-site resource areas, and shall maintain the integrity of vegetative cover on the site.
73. Gabions located in the vicinity of the isolated wetlands located in the lower meadows must be inspected annually to ensure proper function. Written inspection documentation by a registered engineer must be prepared and submitted to the Conservation Commission for review.

AFTER CONSTRUCTION

74. No underground storage of fuel oils shall be allowed on any lot within one-hundred (100) feet of any wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland protection ByLaw.
75. Fertilizers utilized for landscaping and lawn care shall be slow release, low-nitrogen types (< 5%), and shall not be used within 25 feet of a resource area. Pesticides and herbicides shall not be used within 100 feet of a wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland Protection ByLaw and shall remain in perpetuity.
76. No road salt, sodium chloride, or other de-icing chemicals shall be used on paved surfaces, and any arrangement for snow removal shall so stipulate due to the importance of the site and wetlands. Permanent signs designating "No-Salt Zone" and "No-Snow Stockpiling Zones" shall be displayed in prominent locations in areas designated on the plan. The sign locations must be reviewed and approved by the Conservation Department.
77. Prior to the issuance of the Certificate of Compliance, the applicant must prepare and submit a draft of the Conservation Restriction to be placed on the proposed designated open space on the property. Upon review and

approval of the restriction documentation by the North Andover Conservation Commission and the town's attorney, the applicant will be required to record the document and submit all recording information to the Conservation Commission.

78. As proposed by the applicant, a link to the Harold Parker State Forest will be provided in the location of the community building located in the lower meadows portion of the development. The recorded access easement plan must be submitted to the Conservation Commission prior to the issuance of a Certificate of Compliance. As requested by the Department of Environmental Management, signage and steel pins will be placed between the subject rear property line and the Harold Parker State Forest.
79. Upon completion of construction and grading, all disturbed areas located outside resource areas shall be stabilized permanently against erosion. This shall be done either by loaming and seeding according to SCS standards. If the latter course is chosen, stabilization will be considered complete once vegetative cover has been achieved.
80. The Operation & Maintenance Plan is fully binding upon the applicant, and or owners, successors, agents, associations, heirs and assigns and must be adhered to in perpetuity. The North Andover Conservation Commission must be notified upon the creation of associations or agencies responsible for the perpetual implementation of the Operation & Maintenance Plan.
81. Only and upon stabilization of the site, all erosion control measures shall be removed and disposed of properly.
82. Upon completion of the project the applicant shall submit the following to the Conservation Commission as part of a request for a Certificate of Compliance:
- a. WPA Form 8A - "Request for a Certificate of Compliance."
 - b. A letter from the applicant requesting a Certificate of Compliance.
 - c. The name and address of the current landowner and or condominium associations.
 - d. Signed statements from the individual property owners shall be submitted with the request for a Certificate of Compliance indicating that they read and understood the recorded Order of Conditions prior to purchasing their property.
 - e. The name and address of the individual/trust or corporation to whom the compliance is to be granted.
 - f. The street address and assessor's map/parcel number for the project.
 - g. The DEP file number.

- h. A written statement from a Registered Professional Civil Engineer of the Commonwealth certifying that the work has been conducted as shown on the plan(s) and documents referenced above, and as conditioned by the Commission. The letter must specifically include certification that all stormwater structures have been constructed in accordance with the approved plans and are functioning properly as designed.
- i. A written statement from a qualified wetland scientist stating all replication and buffer zone restoration activities have been constructed in accordance with the approved documents and meet the performance standards of the Wetlands Protection Act and North Andover Wetland Protection Bylaw.
- j. Submittal of a recorded Conservation Restriction and associated plan.
- k. An "As-Built" plan prepared and signed and stamped by a Registered Professional Civil Engineer (and) of the Commonwealth, for the public record. This plan will include:
 - "As-Built" post-development elevations of all drainage & stormwater management structures constructed within 100 feet of any wetland resource area. NOTE: If portions of the stormwater systems exist partially within the Buffer Zone than the entire structure must be depicted to accurately verify compliance.
 - "As-Built" post-development elevations and grades of all filled or altered wetland resource areas including the encompassing buffer zone which is regulated as a resource area under the local Wetland Protection Bylaw.
 - Distances from structures to wetland resource areas. Structures include (but are not limited to) septic systems, additions, fences, sheds, stone walls, pools, retaining walls, subsurface utilities, and decks.
 - A line showing the limit of work and the extent of existing erosion control devices. "Work" includes any disturbance of soils or vegetation.
 - Location of wetland replication and restoration areas.
 - Location of all subsurface utilities entering the property.

83. The following special conditions shall survive the issuance of a Certificate of Compliance (COC) for this project:

- 25' No-Disturbance Zone and a 50' No-Construction Zone shall be established from the edge of adjacent wetland resource areas except in those locations approved under this filing (see approved site plans) Future work within 100' of existing wetland resource areas will require a separate filing with the NACC (refer to Section XI (page 18) of the Regulations for performance standards within these zones) The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local ByLaw;
- Discharge or spillage of pollutants (Condition # 68);
- Prohibition of underground fuels (Condition #74;
- Limitations on the use of fertilizers, herbicides, road salts, de-icing compounds and pesticides (Conditions #75 & 76).
- The attached "Stormwater Operations and Management Plan", including Best Management Practices. No additional filings will be required to conduct maintenance of the above referenced system and plan.

APPENDIX A - AFFIDAVIT

I, _____ on oath do hereby depose and state:
(authorized agent applicant and/or current owner)

(PLEASE CHECK AT LEAST ONE BLOCK)

1. I am the _____ of _____
(position with applicant) (applicant name or company name)
the applicant upon whom Order of Conditions _____
have been placed upon by (DEP or NACC number)
the North Andover Conservation Commission.

&/or

2. I am the _____ of _____
(position with owner) (owner name)
the owner upon whose land Order of Conditions _____
have been placed up by (DEP or NACC number)
the North Andover Conservation Commission.

&

3. I hereby affirm and acknowledge that I have received said Order of Conditions
_____ and have read the same and understand each
(DEP File #) and every condition which has been set forth
in said Order of Conditions.

&

4. I hereby affirm and acknowledge that on this ____ day of _____ 19____
I inspected said property together with any and all improvements which have
been made to the same and hereby certify that each and every condition set
forth in Order of Conditions _____ are presently in compliance.
(DEP File #)

&

5. I hereby affirm and acknowledge that this document will be relied upon by the
North Andover Conservation Commission as well as any potential buyers of
said property which is subject to said Order of Conditions _____
(DEP File #)

Signed under the pains and penalties of perjury this ____ day of _____ 19____.

(Signature - authorized agent of applicant or owner)

THE MEADOWS
NORTH ANDOVER, MASSACHUSETTS
STORM WATER MANAGEMENT SYSTEM
OPERATIONS AND MAINTENANCE PLAN

Operations and maintenance of erosion control measures help to insure that the systems in place will work as efficiently as possible. The following maintenance items are typical for a project to ensure the continued effectiveness of the structural water quality controls:

- Mow storm water basin side slopes and bottom once annually to discourage the growth of woody plants.
- Sweep paved areas completely at least four times per year (two sweepings should occur in spring and fall).
- Minimize the use of road salt for the maintenance of parking areas and roads during the winter.
- Snow shall be stockpiled only in areas as designated on the plans. If necessary, the plowed snow will be taken off-site.
- No disposal of materials will be permitted within the buffer zone on the project site. This prohibition applies to trash, fill material, construction debris, grass clippings, collected leaves, and cut branches.
- All drainage inlets and outlets will be kept free from leaves, silt, and debris that would prevent the free flow of surface water into, through, and out of them as designed or cause the drainage area to accumulate surface water in excess of its design.
- Grassy areas will be stabilized and maintained, especially along vegetated side slopes, to control erosion. Problem areas will be reseeded immediately or protected with erosion control matting as necessary to stabilize exposed soils.

Additional general operation and maintenance guidelines for the best management practices (BMPs) are attached.

Inspection/Maintenance Frequencies

Inspection frequencies for each of the BMPs utilized at the site are listed below:

- The catch basins will be inspected monthly for the first 6 months and quarterly thereafter. Catch basin cleaning will be performed a minimum of four times per year.

- Inspection of the Stormceptors will be performed quarterly. It is anticipated that maintenance will be required once a year, using a vacuum truck to remove sediment. Specific maintenance requirements will be in accordance with the manufacturer's suggestions.
- Detention ponds shall be inspected annually, and after major storms.
- Inspect and remove accumulated sediment and debris from the sediment traps and forebays four times annually, or more frequently as needed (two sweepings should occur in spring and fall).

Reporting and Documentation

The Site Manager shall be responsible for maintaining an accurate Site Maintenance Log. The Site Maintenance Log shall:

1. Document the completion of planned maintenance tasks.
2. Identify the person responsible for the completion of tasks.
3. Identify any outstanding problems, malfunctions, or inconsistencies identified during the course of routine maintenance.

The Site Manager shall be responsible for ensuring that the scheduled tasks are appropriately completed as described in this Plan and the Site Maintenance Log accurately represents activities carried out as described in this Plan.

Maintenance Log

A Site Maintenance Log shall be completed as described above, and shall, at a minimum, include the following items:

- Date activity performed
- Specific maintenance task
- Structural components maintained
- Staff person or contractor performing activity
- Supervisor verification of maintenance activity
- Recommended additional maintenance tasks

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Attachment 1

Operation and Maintenance Guidelines

Detention Ponds

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|-----------------------|--------------------------------|---|---|
| General | Trash & Debris | Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping. | trash and debris cleared from site. |
| | Poisonous Vegetation | Any poisonous or nuisance vegetation which may constitute a hazard to County personnel or the public | No danger of poisonous Vegetation where Personnel or the public might Normally be |
| | Pollution | Oil, gasoline, or other contaminants of one gallon or more or any amount found that could: 1) cause damage to plant, animal or marine life; 2) constitute a fire hazard; or 3) be flushed downstream during rain storms. | No contaminants present other Than a surface film. |
| | Unmowed Grass/ Ground Cover | If facility is located in private residential area, Mowing is needed when grass exceeds 18 inches in Height. In other areas, the general policy is to make the Pond site match adjacent ground cover and terrain as Long as there is no interference with the function of The facility. | When mowing is needed, grass/ Ground cover should be mowed To 2 inches in height. Mowing of selected higher use Areas rather than the entire Slope may be accessible for Some situations. |
| | Rodent Holes | Any evidence of rodent holes if facility is acting as a Dam or berm, or any evidence of water piping through Dam or berm via rodent holes. | Rodents destroyed and dam or Berm repaired. |
| | Insects | When insects such as wasps and hornets interfere with Maintenance activities. | Insects destroyed or removed From site. |
| | Tree Growth | Tree growth does not allow maintenance access or Interferes with maintenance activity (i.e. slope moving, Silt removal, vactoring, or equipment movements). If trees are not interfering with access, leave trees Alone. | Trees do not hinder Maintenance activities. Selectively cultivate trees such As alders for firewood |
| | Erosion | Eroded damage over 2 inches deep where cause of Damage is still present or where there is potential for Continued erosion. | |

| | | |
|--------------|--|---|
| Sediment | Accumulated sediment that exceeds 10% of the Designed pond depth | Sediment cleaned out to Designed pond shape and depth; Pond reseeded if necessary to Control erosion. |
| Settlements | Any part of dike which has settled 4 inches lower than The design elevation. | Dike should be built back to the Design elevation |
| Rock Missing | Only one layer of rock exists above native soil in area Five square feet or larger, or any exposure of native Soil at the top of out flow path of spillway. Rip-Rap On inside slopes need not be replaced. | Replace rocks to design standards |

Catch Basins

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|---|------------------------------------|---|---|
| General | Trash & Debris (Includes Sediment) | Trash or debris of more than 1/2 cubic foot which is located immediately in front of the catch basin by more than 10%. | No trash or debris located immediately in front of catch basin opening. |
| | | Trash or debris (in the basin) that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin. | No trash or debris in the catch basin. |
| | | Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height. | Inlet and outlet pipes free of trash or debris. |
| | | Dead animals or vegetation that could generate odors that could cause complaints or dangerous gasses (e.g., methane). | No dead animals or vegetation present within the catch basin. |
| | | Deposits of garbage exceeding 1 cubic foot in volume. | No condition present which would attract or support the breeding of insects or rodents. |
| Structure Damage to Frame and/or Top Slab | | Corner of frame extends more than 3/4 inch past curb face into the street (if applicable). | Frame is even with curb. |
| | | Top slab has holes larger than 2 square inches or cracks wider than 4 inch (intent is to make sure all material is running into basin). | Top slab is free of holes and cracks. |
| | | Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. | Frame is sitting flush on top slab. |
| Catch Basin Walls/ | | Cracks wider than 1/2 inch and longer than 3 feet, | Basin replaced or repaired to |

| | | |
|-------------|---|--|
| Bottom | any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound. | design standards. |
| | Cracks wider than 1/2 inch and longer than 1 foot, at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks. | No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe. |
| | Basin has settled more than 1 or has rotated more than 2 inches out of alignment. | Basin replaced or repaired to design standards. |
| Fire Hazard | Presence of chemicals such as natural gas, oil and gasoline. | No flammable chemicals present. |
| Vegetation | Vegetation growing across and blocking more than 10% of the basin opening. | No vegetation blocking opening to basin. |

Catch Basins (Continued)

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|------------------------------|-------------------------------|---|--|
| | | Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart. | No vegetation or root growth present. |
| | Pollution | Nonflammable chemicals of more than 1/2 cubic foot per three feet of basin length. | No pollution present other than surface film. |
| Catch Basin Cover | Cover Not in Place | Cover is missing or only partially in place. Any open catch basin required maintenance. | Catch basin cover is closed. |
| | Locking Mechanism Not Working | Mechanism cannot be opened by on maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread. | Mechanism opens with proper tools. |
| | Cover Difficult to Remove | One maintenance person cannot remove lid after applying 80 lbs. Of lift; intent is keep cover from sealing off access to maintenance. | Cover can be removed by one maintenance person. |
| Ladder | Ladder Rungs Unsafe | Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges. | Ladder meets design standards and allows maintenance person safe access. |
| Metal Grates (If Applicable) | | Grate with opening wider than 7/8 inch. | Grate opening meets design standards. |
| | Trash and Debris | Trash and debris that is blocking more than 20% of grate surface. | Grate free of trash and debris. |
| | Damaged or Missing. | Grate missing or broken member(s) of the grate. | Grate is in place and meets design standards. |

CONVEYANCE SYSTEMS (PIPES & DITCHES)

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|--|---------------------|--|---|
| Pipes | Sediment and Debris | Accumulated sediment that exceeds 20% of the diameter of the pipe. | Pipe cleaned of all sediment and debris. |
| | Vegetation | Vegetation that reduced free movement of water through pipes. | All vegetation removed so water flows freely through pipes. |
| | Damaged | | Protective coating is damaged; rust is causing more than 50% deterioration to any part of pipe. |
| Any dent that decreases the cross section area of pipe by more than 20%. | | | Pipe repaired or replaced. |

Conveyance Systems (Continued)

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|------------------------------------|--|--|--|
| Open Ditches | Trash & Debris | Trash and debris exceeds 1 cubic foot per 1,000 square feet of ditch and slopes. | Trash and debris cleared from ditches. |
| | Sediment | Accumulated sediment that exceeds 20% of the design depth. | Ditch cleaned/ flushed of all sediment and debris so that it matches design. |
| | Vegetation | Vegetation that reduces free movement of water through ditches. | Water flows freely through ditches. |
| | Erosion Damage Slopes | See "Pond" Standard No. 1. | See "Pond" Standard No. 1. |
| | Rock Lining Out of Place or Missing (if Applicable). | Maintenance person can see native soil beneath the rock lining. | Replace rocks to design standards. |
| Catch Basins | | See "Catch Basin". | See "Catch Basin" |
| Debris Barriers (e.g., Trash Rack) | | See "Debris Barriers: Standard No. 6". | See "Debris Barriers: Standard No. 6". |

Grounds (Landscaping)

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|-----------------------|----------------------|--|---|
| | Weeds (Nonpoisonous) | Weeds growing in more than 20% of the landscaped area (trees and shrubs only). | Weeds present in less than 5% of the landscaped area. |
| | Safety Hazard | Any presence of poison ivy or other poisonous vegetation. | No poisonous vegetation present in landscaped area. |
| | Trash or Litter | Paper, cans, bottles, totaling more than cubic foot within a landscaped area (trees and shrubs only) of 1,000 square feet. | Area clear of litter. |
| Trees and Shrubs | Damaged | Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub. | Trees and shrubs with less than 5% of total foliage with split or broken limbs. |
| | | Trees or shrubs that have been blown down or knocked over. | Tree or shrub in place free of injury. |
| | | Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots. | Tree or shrub in place and adequately supported; remove any dead or diseased trees. |

Access Roads/Easements

| Maintenance Component | Defect | Conditions When Maintenance is Needed | Results Expected When Maintenance is performed |
|-----------------------|--|---|--|
| General | Trash and Debris | Trash and debris exceeds 1 cubic foot per 1,000 square feet, I.e, trash and debris would fill up one standard size garbage can. | Roadway free of debris which could damage tires. |
| | Blocked Roadway | Debris which could damage vehicle tires (glass or metal). | Roadway free of debris which could damage tires. |
| | | Any obstruction which reduces clearance above road surface to less than 14 feet. | Roadway overhead clear to 14 feet high. |
| | | Any obstruction restricting access to a 10 to 12 foot width for a distance of more than 12 feet or any point restricting access to less than a 10 foot width. | Obstruction removed to allow at least a 12 foot access. |
| Road Surface | Settlement, Potholes, Mush Spots, Ruts | When any surface defect exceeds 6 inches in depth and 6 square feet in area. In general, any surface defect which hinders or prevents maintenance access. | Road surface uniformly smooth with no evidence of settlement, potholes, mush spots, or ruts. |
| | Vegetation in Road Surface | Weeds growing in the road surface that are more than 6 inches tall and less than 6 inches tall and less than 6 inches apart within a 400-square foot area. | Road surface free of weeds taller than 2 inches. |
| Shoulders and Ditches | Erosion Damage | Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep. | Shoulder free of erosion and matching the surrounding road. |

Source: King County, Washington. 1998. Surface Water Design Manual.

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WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

242-1180

Provided by DEP

B. Findings

BK 2979 PG 36

Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Public Water Supply | <input type="checkbox"/> Land Containing Shellfish | <input checked="" type="checkbox"/> Prevention of Pollution |
| <input checked="" type="checkbox"/> Private Water Supply | <input type="checkbox"/> Fisheries | <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| <input checked="" type="checkbox"/> Groundwater Supply | <input checked="" type="checkbox"/> Storm Damage Prevention | <input checked="" type="checkbox"/> Flood Control |

Furthermore, this Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- the following conditions which are necessary, in accordance with the performance standards set forth in the wetlands regulations, to protect those interests checked above. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations to protect those interests checked above. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued.
- the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).

General Conditions (only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations;



WPA Form 5 – Order of Conditions

B. Findings (cont.)

BK 8979 PG 37

4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
7. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to this Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MA DEP"]
"File Number 242-1180 "
10. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before DEP.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
14. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

242-1180

Provided by DEP

B. Findings (cont.)

BK 8979 PG 38

15. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
16. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
17. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

Findings as to municipal bylaw or ordinance

Furthermore, the North Andover Conservation Commission hereby finds (check one that applies):

- that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

| | |
|------------------------------|----------|
| Municipal Ordinance or Bylaw | Citation |
|------------------------------|----------|

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- that the following additional conditions are necessary to comply with a municipal ordinance or bylaw, specifically:

| | |
|--|-------------|
| North Andover Wetland Protection Bylaw | Chapter 178 |
| Municipal Ordinance or Bylaw | Citation |

The Commission orders that all work shall be performed in accordance with the said additional conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

242-1180

Provided by DEP

B. Findings (cont.)

BK 8979 PG 39

Additional conditions relating to municipal ordinance or bylaw:

See Attached

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

1/23/03

Date

Expires 1/23/06

This Order must be signed by a majority of the Conservation Commission. The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office (see Appendix A) and the property owner (if different from applicant).

Signatures:

[Handwritten signatures]

 Leonal B. Gultmic

On 22 Day _____ Of 1/03 Month and Year _____

before me personally appeared

Scott Masse

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Danna M. Wedge
 Notary Public

8/7/2009
 My Commission Expires

This Order is issued to the applicant as follows:

by hand delivery on

by certified mail, return receipt requested, on

Date _____

Date 1/23/03



C. Appeals

BK 8979 PG 40

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Appendix E: Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, § 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

D. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on Page 7 of Form 5 shall be submitted to the Conservation Commission listed below.

North Andover

Conservation Commission



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:
242-1180
 Provided by DEP

D. Recording Information (cont.)

BK 8979 PG 41

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

North Andover
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Rte 114 from the Meadows Property to 242-1180
Palomino Dr. DEP File Number

Has been recorded at the Registry of Deeds of:

County Book Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Therefore, the North Andover Conservation Commission (hereafter the "NACC") hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the State Regulations, the local ByLaw and Regulations, to protect those interests noted above. The NACC orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced below. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

GENERAL CONDITIONS

18. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
19. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of property rights. However, the NACC, agent of the NACC or the Department of Environmental Protection (DEP) reserves the right to enter and inspect the property at all reasonable times until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act (310 CMR 10.00), the North Andover Wetland ByLaw and Regulations, and may require any information, measurements, photographs, observations, and/or materials, or may require the submittal of any data or information deemed necessary by the NACC for that evaluation. Further, work shall be halted on the site if the NACC, agent or DEP determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the NACC is satisfied that the work will comply and has so notified the applicant in writing.
20. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws or regulations.
21. The work authorized hereunder shall be completed within three years from the date of this order.
22. This Order may be extended by the issuing authority for one or more periods of up to one year each upon application to the issuing authority at least thirty days (30) prior to the expiration date of the Order (*Refer to Section VIII (B)(p.33) of the North Andover Wetland Regulations*).

23. The NACC reserves the right to amend this Order of Conditions after a legally advertised public hearing if plans or circumstances are changed or if new conditions or information so warrant.
24. Where the Department of Environmental Protection (DEP) is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
25. The conditions of this decision shall apply to, and be binding upon, the applicant, owner, its employees and all successors and assigns in interest or control. These obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property.
26. The term "Applicant" as used in this Order of Conditions shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of Intent, supporting documents and this Order of Conditions. The NACC shall be notified in writing within 30 days of all transfers of title of any portion of property that takes place prior to the issuance of a Certificate of Compliance.
27. The proposed work includes: **Installation of a 12" sanitary sewer and an 8" water main along the shoulders of Route 114 from Palomino Drive to the Middleton Town Line. Work will be located within the buffer zone to bordering vegetated wetland.**
28. The work shall conform to the following (except as noted in the remainder of this document where revisions may be required):
- Notice of Intent filed by: Valley Realty Development, LLC
PO Box 3039
Andover, MA 01810
Dated December 26, 2002
- Site Plan Prepared by: GZA GeoEnvironmental, Inc.
- Entitled: Proposed Utility Installations and Wetlands
Delineations/Protection Plan
Dated 12/18/02, Revised 1/17/03
29. The following wetland resource areas are affected by the proposed work: **buffer zone to bordering vegetated wetland.** These resource areas are significant to the interests of the Act and Town ByLaw as noted above and

therein. The applicant has not attempted to overcome the presumption of significance of these resource areas to the identified interests.

30. The NACC agrees with the applicant's delineation of the wetland resource areas on the site as shown in their approximate locations on the plans dated referenced herein.
31. This document shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors, and other personnel performing the permitting work are fully aware of the permits terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order resulting from failure to comply with its conditions.
32. The NACC finds that the intensive use of the upland areas and buffer zone proposed on this site will cause further alteration of the wetland resource areas. In order to prevent any alteration of wetland resource areas a **twenty five foot (25') No-Disturbance Zone** and a **fifty foot (50') No-Construction Zone** shall be established from the edge of the adjacent wetland resource areas **except in the those areas approved on the record plan**. The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local bylaw. No disturbance of existing grade, soils or vegetation is permitted in the No-Disturbance zone. *(See Section III(D) & Appendix G of the local Regulations).*
33. The owners of the project and their successors in title, in the event they proceed to alter areas subject to the Commission's jurisdiction under the order, agree that the Order does not in itself impose upon the Town any responsibility to maintain the proposed drainage system and that said Town shall not be liable for any damage in the event of failure. By acceptance of this Order, the owners agree to indemnify and hold harmless to the Town and its residents for any damage attributable to alterations undertaken on this property pursuant to the Order. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage. Maintenance of the drainage system, if accepted by the Town as part of a public way, becomes the responsibility of the Town.
34. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage.

PRIOR TO CONSTRUCTION

35. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department or Court have been completed.
36. This Order shall be recorded by the applicant at the Registry of Deeds immediately after the expiration of all appeal periods. No work shall be undertaken until the Final Order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is to be done. The recording information shall be submitted to the North Andover Conservation Commission on the form at the end of this Order prior to commencement of the work. Any Order not recorded by the applicant before work commences may be recorded by the NACC at the applicant's expense.
37. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words "DEP 242-1180". Several signs should be posted along the water and sewer route on Route 114.
38. Any changes in the submitted plans caused by the applicant, another Board's decision or resulting from this Order of Conditions must be submitted to the NACC for approval prior to implementation. If the NACC finds said changes to be significant, the NACC will call for another public hearing (at the expense of the applicant). Within 21 days of the close of said public hearing the NACC will issue an amended or new Order of Conditions. Any errors found in the plans or information submitted by the applicant shall be considered as changes. The proposed project may be still under review by other local or state boards or agencies. This may result in changes to the project plans or wetland impacts. If any such changes occur a revised plan and an explanation of the revisions shall be submitted to the NACC for review and approval prior to the start of construction. No work shall begin on a project until written approval has been granted by the NACC.
39. It is the responsibility of the applicant, owner, and/or successor(s) to ensure that all conditions of this Order of Conditions are complied with. The project

engineer and contractors are to be provided with a copy of this Order of Conditions and referenced documents before commencement of construction.

40. Prior to any work commencing on-site, the applicant shall submit to the NACC for approval, a detailed sequence of construction, including the construction of compensation and retention areas, installation of sedimentation/erosion control devices and re-vegetation to be completed before other work begins on-site.
41. **Wetland flagging shall be checked prior to start of construction and shall be re-established where missing.** All wetland flagging shall remain visible and enumerated per the approved plan(s) throughout the life of the project and until a Certificate of Compliance is issued so that erosion control measures can be properly placed and wetland impacts can be monitored. The proposed limit of work shall be clearly marked with stakes or flags and shall be confirmed by the NACC. Such markers shall be checked and replaced as necessary and shall be maintained until all construction is complete. Workers should be informed that no use of machinery, storage of machinery or materials, stockpiling of soil, or construction activity is to occur beyond this line at any time. All flags used for the above purposes shall be of a color different from other flagging used on the site.
42. A row of staked hay bales backed by trenched siltation fence shall be placed between all construction areas and wetlands. The erosion control barrier will be properly installed and placed as shown on the plans approved and referenced herein and shall be inspected and approved by the NACC prior to the start of construction and shall remain intact until all disturbed areas have been permanently stabilized to prevent erosion. All erosion prevention and sedimentation protection measures found necessary during construction shall be implemented at the direction of the NACC. The NACC reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site. For example, installation of erosion control measures may be required in areas not shown on the plan(s) referenced in this Order of Conditions. Should such installation be required by the NACC, they shall be installed within 48 hours of the Commission's request.
43. The applicant shall have on hand at the start of any soil disturbance, removal or stockpiling, a minimum of 30 hay bales and sufficient stakes for staking these bales (or an equivalent amount of silt fence). Said bales shall be used only for the control of emergency erosion problems and shall not be used for the normal control of erosion.

44. A check payable to the Town of North Andover shall be provided in the amount of \$5,000, which shall be in all respects satisfactory to Town Counsel, Town Treasurer, and the NACC, and shall be posted with the North Andover Town Treasurer through the NACC before commencement of work. Said deposit of money shall be conditioned on the completion of all conditions hereof, shall be signed by a party or parties satisfactory to the NACC, and Town Counsel, and shall be released after completion of the project, provided that provisions, satisfactory to the NACC, have been made for performance of any conditions which are of continuing nature. The applicant may propose a monetary release schedule keyed to completion of specific portions of the project for the NACC's review and approval. This condition is issued under the authority of the local ByLaw.
45. The applicant shall designate a **Wetland Scientist** as an **"Erosion Control Monitor"** to oversee any emergency placement of controls and regular inspection or replacement of sedimentation control devices. The name and phone number of the erosion control monitor must be provided to the NACC in the event that this person has to be contacted, due to an emergency at the site, during any 24-hour period, including weekends. **This person shall be given the authority to stop construction for erosion control purposes.** The erosion control monitor will be required to inspect all such devices and oversee cleaning and the proper disposal of waste products. Cleaning shall include removal of any entrapped silt. **At least once during each week** in which construction activities occurs on-site and for as long thereafter as ground remains unstabilized, the applicant shall submit a **written report** from the **"Erosion Control Monitor"** to the NACC certifying that, to the best of his/her knowledge and belief based on a careful site inspection, all work is being performed in compliance with this Order of Conditions and that approved setbacks are being adhered to. The erosion control monitor must **visually inspect all sedimentation/erosion control** measures and assume responsibility for their maintenance on a weekly basis and that they are functioning as intended. In addition, all wetland resource areas must be visually inspected for siltation, turbidity, and/or other water quality impacts.
46. The applicant and/or the legal owner of that portion of land upon which these Orders of Conditions have been placed shall provide to the NACC prior to transferring, or assigning any portion of said land to another party, subject to said Orders of Conditions, the **"Compliance Certification Form Affidavit"** attached via **"Appendix A"** signed under the pains and penalties of perjury, stating that said applicant and/or owner has read these Orders of Conditions and is in compliance with each and every condition. This document shall apply to each of the conditions referenced herein and shall be provided to the Conservation Department at least five (5) business days prior to the closing of said land transaction.

47. Once these above mentioned pre-construction requirements are complete, the applicant shall contact the Conservation Office prior to site preparation or construction and shall arrange an on-site conference with an NACC representative, the contractor, the engineer, wetland scientist and the applicant to ensure that all of the Conditions of this Order are understood. This Order shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order of Conditions resulting from failure to comply with its conditions. The applicant or contractor shall notify the NACC in writing of the identity of the on-site construction supervisor hired to coordinate construction and to ensure compliance with this Order. A reasonable period of time shall be provided as notice of the pre-construction meeting (e.g. 72 hours).

DURING CONSTRUCTION

48. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts on any of the foregoing.
49. No exposed area shall remain unfinished for more than thirty (30) days, unless approved by the NACC.
50. No re-grading in the buffer zone shall have a slope steeper than 2:1 (horizontal: vertical). Slopes of steeper grade shall be rip-rapped to provide permanent stabilization.
51. There shall be no stockpiling of soil or other materials within twenty-five (25) feet of any resource area, without consent and review from the Conservation Administrator. Soil stockpiling areas must be identified and reviewed by the Conservation Administrator and/or staff during the pre-construction meeting.
52. Washings from concrete trucks, or surplus concrete, shall not be directed to, any drainage system, or wetland resource area.
53. All waste generated by, or associated with, the construction activity shall be contained within the construction area, and away from any wetland resource

area. There shall be no burying of spent construction materials or disposal of waste on the site by any other means. The applicant shall maintain dumpsters (or other suitable means) at the site for the storage and removal of such spent construction materials off-site. However, no trash dumpsters will be allowed within 50' of areas subject to protection under the Act or local ByLaw.

54. Accepted engineering and construction standards and procedures shall be followed in the completion of the project.
55. During and after work on this project, there shall be no discharge or spillage of fuel, or other pollutants into any wetland resource area. If there is a spill or discharge of any pollutant during any phase of construction the NACC shall be notified by the applicant within one (1) business day. No construction vehicles are to be stored within 100 feet of wetland resource areas, and no vehicle refueling, equipment lubrication, or maintenance is to be done within 100 feet of a resource area.

AFTER CONSTRUCTION

56. No underground storage of fuel oils shall be allowed on any lot within one-hundred (100) feet of any wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland protection ByLaw.
57. Fertilizers utilized for landscaping and lawn care shall be slow release, low-nitrogen types (< 5%), and shall not be used within 25 feet of a resource area. Pesticides and herbicides shall not be used within 100 feet of a wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland Protection ByLaw and shall remain in perpetuity.
58. Upon completion of construction and grading, all disturbed areas located outside resource areas shall be stabilized permanently against erosion. This shall be done either by loaming and seeding according to SCS standards. Stabilization will be considered complete once vegetative cover has been achieved.
59. Only and upon stabilization of the site, all erosion control measures shall be removed and disposed of properly

60. Upon completion of the project the applicant shall submit the following to the Conservation Commission as part of a request for a Certificate of Compliance:

- a. WPA Form 8A - "Request for a Certificate of Compliance."
- b. A letter from the applicant requesting a Certificate of Compliance.
- c. The name and address of the current landowner.
- d. Signed statements from the individual property owners shall be submitted with the request for a Certificate of Compliance indicating that they read and understood the recorded Order of Conditions prior to purchasing their property.
- e. The name and address of the individual/trust or corporation to whom the compliance is to be granted.
- f. The street address and assessor's map/parcel number for the project.
- g. The DEP file number.
- h. A written statement from a Registered Professional Civil Engineer (and/or Registered Professional Land Surveyor) of the Commonwealth certifying that the work has been conducted as shown on the plan(s) and documents referenced above, and as conditioned by the Commission.
- i. An "As-Built" plan prepared and signed and stamped by a Registered Professional Civil Engineer (and/or Registered Professional Land Surveyor) of the Commonwealth, for the public record. This plan will include:
 - "As-Built" post-development elevations and grades of all filled or altered wetland resource areas including the encompassing buffer zone which is regulated as a resource area under the local Wetland Protection Bylaw.
 - As-built location of the sewer and water lines.
 - Distances from structures to wetland resource areas. Structures include (but are not limited to) septic systems, additions, fences, sheds, stone walls, pools, retaining walls, subsurface utilities and decks.
 - A line showing the limit of work and the extent of existing erosion control devices. "Work" includes any disturbance of soils or vegetation.
 - Location of all subsurface utilities entering the property.

61. The following special conditions shall survive the issuance of a Certificate of Compliance (COC) for this project:

- 25' No-Disturbance Zone and a 50' No-Construction Zone shall be established from the edge of adjacent wetland resource areas, except in those areas approved on the plan. Future work within 100' of existing wetland resource areas or within the 200 Riverfront Area will require a separate filing with the NACC (refer to Section XI (page 18) of the Regulations for performance standards within these zones) The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local ByLaw;
- Discharge or spillage of pollutants; Condition #55
- Prohibition of underground fuels; Condition #56
- Limitations on the use of fertilizers, herbicides, and pesticides; Condition #57

APPENDIX A - AFFIDAVIT

I, _____ on oath do hereby depose and state:
(authorized agent applicant and/or current owner)

(PLEASE CHECK AT LEAST ONE BLOCK)

1. I am the _____ of _____
(position with applicant) (applicant name or company name)
the applicant upon whom Order of Conditions _____
have been placed upon by (DEP or NACC number)
the North Andover Conservation Commission.

&/or

2. I am the _____ of _____
(position with owner) (owner name)
the owner upon whose land Order of Conditions _____
have been placed up by (DEP or NACC number)
the North Andover Conservation Commission.

&

3. I hereby affirm and acknowledge that I have received said Order of Conditions
_____ and have read the same and understand each
(DEP File #) and every condition which has been set forth
in said Order of Conditions.

&

4. I hereby affirm and acknowledge that on this _____ day of _____ 19____
I inspected said property together with any and all improvements which have
been made to the same and hereby certify that each and every condition set
forth in Order of Conditions _____ are presently in compliance.
(DEP File #)

&

5. I hereby affirm and acknowledge that this document will be relied upon by the
North Andover Conservation Commission as well as any potential buyers of
said property which is subject to said Order of Conditions _____
(DEP File #)

Signed under the pains and penalties of perjury this _____ day of _____ 19____.

(Signature - authorized agent of applicant or owner)

ABOVE FOR REGISTRY OF DEEDS USE ONLY

COVER SHEET

**THIS IS THE FIRST PAGE OF THIS DOCUMENT
DO NOT REMOVE**

North Andover Conservation
MA DEP 242-1447
GRANTOR

Valley Realty Corp
GRANTEE

2357 Turnpike St
ADDRESS OF PROPERTY

North Andover MA
CITY/TOWN

TYPE OF DOCUMENT

| | |
|--|--|
| <input type="checkbox"/> MLC | <input type="checkbox"/> ASSIGNMENT |
| <input type="checkbox"/> DEED | <input type="checkbox"/> 6D |
| <input type="checkbox"/> MORTGAGE | <input type="checkbox"/> NOTICE |
| <input type="checkbox"/> DISCHARGE | <input type="checkbox"/> SUBORDINATION |
| <input type="checkbox"/> AFFIDAVIT | <input type="checkbox"/> CERT |
| <input type="checkbox"/> DEC OF HOMESTEAD | <input type="checkbox"/> UCC |
| <input type="checkbox"/> DEC OF TRUST | |
| <input checked="" type="checkbox"/> OTHER <u>Order of Conditions</u> | |

DESCRIBE

Essex North Registry of Deeds
Robert F. Kelley, Register
354 Merrimack St. Suite 304
Lawrence, MA 01843
(978) 683-2745
www.lawrencedeeds.com



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number:

242-1447

A. General Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: North Andover
Conservation Commission

2. This issuance is for (check one): a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:

Anthony Mesiti
 a. First Name b. Last Name

Valley Realty Development, LLC
 c. Organization

P. O. Box 907
 d. Mailing Address

North Andover MA 01845
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

Same
 a. First Name b. Last Name

c. Organization

d. Mailing Address

e. City/Town f. State g. Zip Code

5. Project Location:

2357 Turnpike Street North Andover
 a. Street Address b. City/Town

Map 108A & 108C Parcels 33, 38 & 39
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: 42-37'-15" 71-03'-39"
 e. Latitude f. Longitude

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Essex North
 a. County b. Certificate Number (if registered land)

1888 349
 c. Book d. Page

7. Dates: 12/5/08 3/25/09 3/27/09
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Plan of Land
 a. Plan Title

Merrimack Engineering Services, Inc. Stephen E. Stapinski, R. P. L. S.
 b. Prepared By c. Signed and Stamped by

12/4/08, revised 12/31/08, revised 2/6/09 1" = 40'
 d. Final Revision Date e. Scale

f. Additional Plan or Document Title g. Date



B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)

| Resource Area | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|--|----------------------------------|----------------------------------|----------------------|-----------------------|
| 4. <input type="checkbox"/> Bank | a. linear feet | b. linear feet | c. linear feet | d. linear feet |
| 5. <input type="checkbox"/> Bordering Vegetated Wetland | a. square feet | b. square feet | c. square feet | d. square feet |
| 6. <input type="checkbox"/> Land Under Waterbodies and Waterways | a. square feet e. c/y dredged | b. square feet f. c/y dredged | c. square feet | d. square feet |



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number:

242-1447

B. Findings (cont.)

| Resource Area | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|--|---------------------|----------------------|----------------------|-----------------------|
| 7. <input type="checkbox"/> Bordering Land Subject to Flooding | a. square feet | b. square feet | c. square feet | d. square feet |
| Cubic Feet Flood Storage | e. cubic feet | f. cubic feet | g. cubic feet | h. cubic feet |
| 8. <input type="checkbox"/> Isolated Land Subject to Flooding | a. square feet | b. square feet | | |
| Cubic Feet Flood Storage | c. cubic feet | d. cubic feet | e. cubic feet | f. cubic feet |
| 9. <input type="checkbox"/> Riverfront area | a. total sq. feet | b. total sq. feet | | |
| Sq ft within 100 ft | c. square feet | d. square feet | e. square feet | f. square feet |
| Sq ft between 100-200 ft | g. square feet | h. square feet | i. square feet | j. square feet |

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

| | | | | |
|--|---|----------------|-------------------|-------------------|
| 10. <input type="checkbox"/> Designated Port Areas | Indicate size under Land Under the Ocean, below | | | |
| 11. <input type="checkbox"/> Land Under the Ocean | a. square feet | b. square feet | | |
| | c. c/y dredged | d. c/y dredged | | |
| 12. <input type="checkbox"/> Barrier Beaches | Indicate size under Coastal Beaches and/or Coastal Dunes below | | | |
| 13. <input type="checkbox"/> Coastal Beaches | a. square feet | b. square feet | c. c/y nourishmt. | d. c/y nourishmt. |
| 14. <input type="checkbox"/> Coastal Dunes | a. square feet | b. square feet | c. c/y nourishmt. | d. c/y nourishmt. |
| 15. <input type="checkbox"/> Coastal Banks | a. linear feet | b. linear feet | | |
| 16. <input type="checkbox"/> Rocky Intertidal Shores | a. square feet | b. square feet | | |
| 17. <input type="checkbox"/> Salt Marshes | a. square feet | b. square feet | c. square feet | d. square feet |
| 18. <input type="checkbox"/> Land Under Salt Ponds | a. square feet | b. square feet | | |
| | c. c/y dredged | d. c/y dredged | | |
| 19. <input type="checkbox"/> Land Containing Shellfish | a. square feet | b. square feet | c. square feet | d. square feet |
| 20. <input type="checkbox"/> Fish Runs | Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above | | | |
| | a. c/y dredged | b. c/y dredged | | |
| 21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage | a. square feet | b. square feet | | |



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
7. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to this Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]

"File Number 242-1447"



C. General Conditions Under Massachusetts Wetlands Protection Act

10. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
14. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
15. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
16. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
17. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

18. **The work associated with this Order (the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMPs Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, and acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The North Andover Conservation Commission hereby finds (check one that applies):
 - a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.



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D. Findings Under Municipal Wetlands Bylaw or Ordinance (cont.)

- b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

North Andover Wetlands Protection Bylaw

Chapter 178

1. Municipal Ordinance or Bylaw

2. Citation

- 3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See attached

FINDINGS 242-1447

The applicant, Valley Realty Development, LLC, filed a Notice of Intent with the North Andover Conservation Department on December 5, 2008 to complete construction of a 270 unit affordable housing condominium/townhouse complex, associated roadways, parking lots, utilities, stormwater management structures, grading, landscaping activities, wetland replication/restoration and buffer zone enhancement plantings. Work is located within the buffer zone to bordering vegetated wetland, isolated land subject to flooding, and isolated freshwater wetlands. The project was filed under Massachusetts General Laws, Chapter 40B. The Order of Conditions (OOC) for the project, DEP File# 242-1169, expired on January 21, 2008 and a Certificate of Compliance (COC) has not been obtained.

The project was constructed in a series of phases (Phases 1, 2 & 3). Phases 1 and 2 consist of buildings #1 through #5 (referred to as the Upper Meadows/Oakridge Village) and buildings #6 through #15 (referred to as the Lower Meadows/Maplewood Reserve) and all associated roadways, parking lots, utilities, stormwater management structure, grading and landscaping as proposed on plans and documents referenced in DEP File# 242-1169 and later modified to include plans prepared by Merrimack Engineering Services dated April 1, 2005. Phases 1 and 2 are located on northern portions of the site closest to Turnpike Street/Route 114. Phases 1 and 2 are fully constructed and occupied. As-built plans have not been submitted.

Phase 3 consists of buildings #16 through #28 and is located in the southwestern portion of the site adjacent to Harold Parker State Forest. Portions of the project completed under the OOC issued under DEP File#242-1169 include:

- Concrete foundations for buildings #16 through #28 excluding building #21 (the proposed clubhouse and swimming pool)
- Sanitary sewer
- Storm drainage collection and treatment facilities with the exception of the proposed roof drainage system
- Roadways and parking areas to subgrade or binder pavement
- Utilities with the exception of gas service
- Associated grading and retaining walls

Construction on the site has been documented in plans prepared by Merrimack Engineering Services and dated December 4, 2008. Portions of Phase 3 were not constructed in accordance with the Order of Conditions issued under DEP File#

242-1169. Changes between the design plan and the December 4, 2008 plan are documented in a letter prepared by Merrimack Engineering Services, Inc. dated December 4, 2008 and an email document dated December 17, 2008. The design plan used to determine the inconsistencies was the aforementioned Merrimack Engineering plan of April 1, 2005, not the plans referenced in the previous OOC prepared by GZA and last revised December 24, 2002. The North Andover Conservation Commission (NACC) has acknowledged the change in the original design plan. Deviations documented in the Merrimack Engineering correspondence are limited to location and size of the foundations for buildings #16 through #28 (excluding #21), detention pond square footage and volumetric capacity, retaining wall location and length, and area of paved surfaces. Other plan deviations that have been noted include but are not limited to:

- Lack of roof drainage system and associated level spreader gabions
- Change in outlet structure to the northeast of building #16 and between wetland flag# 202 and 203
- Location of underground utilities

In September of 2008, the applicant requested to conduct the remaining Phase 3 work under an Enforcement Order (EO). On October 8, 2008 the NACC voted to issue an EO but rescinded that action at their October 22, 2008 meeting due to concerns about changes in the plan of record and necessary modifications. The applicant was advised to file a new Notice of Intent (NOI) to complete the remaining Phase 3 work.

A Notice of Intent was filed December 5, 2008. After reviewing the project at several public meetings, the NACC requested that the applicant seek approval from the Zoning Board of Appeals for the proposed modifications as the ZBA issued the original 40B Permit for the project. The ZBA issued a Minor Modification on March 25, 2009. On March 25, 2009, the NACC closed the public hearing and voted to issue the attached Order of Conditions.

DEP FILE # 242 - 1447

Therefore, the North Andover Conservation Commission (hereafter the "NACC") hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the State Regulations, the local ByLaw and Regulations, to protect those interests noted above. The NACC orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced below. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

GENERAL CONDITIONS

19. This Order of Conditions (DEP File # 242-1447) is issued in addition to the Order of Conditions previously issued for this project under DEP File # 242-1169 (hereinafter "Order 242-1169"), which has expired. This new Order is necessary due to the expiration of Order 242-1169, as not all jurisdictional work in the prior OOC had been completed.
20. This Order of Conditions adopts and incorporates herein expired Order 242-1169, as if that Order was fully recited herein. The remaining work for this project is specifically addressed in this Order in Condition #21 below. No portion of this new Order shall exempt the applicant from fully complying with all aspects of Order 242-1169 with the exception of those activities described in Condition #21 below.
21. The proposed work includes: The construction of nine (9) residential buildings, three (3) garages, and associated decks (Building #s 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27 and 28) on existing foundations; completion of the natural gas distribution system; construction of roof drainage system and associated level spreader gabions; final grading and landscaping; and final paving.
22. The work shall conform to the following (except as noted in the remainder of this document where revisions may be required):

Notice of Intent filed by: Valley Realty Development, LLC
PO Box 907
North Andover, MA 01845

Site Plans prepared by: Merrimack Engineering Services, Inc.
66 Park Street
Andover, MA 01810
Titled: Plan of Land in North Andover, Massachusetts
Dated: January 5, 2009

Report prepared by: Merrimack Engineering Services, Inc.
66 Park Street
Andover, MA 01810

Other Correspondence: Merrimack Engineering Services, Inc. dated December 4, 2008

Pavement As-Built Table dated December 17, 2008

Erosion Control Narrative Memo prepared by West Environmental and dated December 17, 2008

Minor Modification to Notice of Decision Year 2002
Modification Issued: March 19, 2009

Town of North Andover Zoning Board of Appeals (ZBA)
Reference Plan: Plan of Land Prepared for Valley
Realty Development, LLC by Merrimack Engineering
Services

Dated: March 17, 2009

23. The term "Applicant" as used in this Order of Conditions (OOC) shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of Intent, supporting documents and this Order of Conditions. The NACC shall be notified in writing within 30 days of all transfers of title of any portion of property that takes place prior to the issuance of a Certificate of Compliance.
24. The conditions of this decision shall apply to, and be binding upon, the applicant, owner, its employees and all successors and assigns in interest or control. These obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property.
25. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
26. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of property rights. However, the NACC, agent of the NACC or the Department of Environmental Protection (DEP) reserves the right to enter and inspect the property at all reasonable times until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act (310 CMR 10.00), the North Andover Wetland ByLaw and Regulations, and may require any information, measurements, photographs, observations, and/or materials, or may require the submittal of any data or information deemed necessary by the NACC for that evaluation. Further, work shall be halted on the site if the NACC, agent or DEP determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the NACC is satisfied that the work will comply and has so notified the applicant in writing.

27. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws or regulations.
28. When the project is fully completed under the requirements of both Orders, the applicant shall duly submit appropriate materials to request and support issuance of a Certificate of Compliance. The Commission makes no finding at this time on the status of any previously completed work, reserving all its rights of review and approval for the submission of support materials for its consideration in the future for possible issuance of a full and final COC at the appropriate time. At the appropriate time, the submitted materials shall address the entire project, but clearly designate the work done for the first Order and the work for this Order. If approved for issuance at that time, only one COC shall issue covering both Orders.
29. The NACC reserves the right to amend this Order of Conditions after a legally advertised public hearing if plans or circumstances are changed or if new conditions or information so warrant.
30. Where the Department of Environmental Protection (DEP) is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
31. Any future project which proposes a wetland crossing in order to access certain portions of the property will not be qualified as a limited project roadway under 310 CMR 10.53(e).
32. The following wetland resource areas are affected by the proposed work: Buffer Zone to Isolated Land Subject to Flooding (ILSF), Freshwater Wetland, Vernal Pool/ Ephemeral Pool, and Bordering Vegetated Wetland (BVW). These resource areas are significant to the interests of the Act and Town ByLaw as noted above and therein. The applicant has not attempted to overcome the presumption of significance of these resource areas to the identified interests.
33. The NACC agrees with the applicant's delineation of the wetland resource areas on the site as shown on the plans dated referenced herein.
34. The NACC finds that the intensive use of the upland areas and buffer zone proposed on this site will cause further alteration of the wetland resource areas. In order to prevent any alteration of wetland resource areas a twenty five foot (25') No-Disturbance Zone and a fifty foot (50') No-Construction Zone shall be established from the edge of the adjacent wetland resource area except as permitted by Order 242-1169. The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local bylaw. No disturbance of existing grade, soils or vegetation is permitted in the No-Disturbance zone. *(See Section 3.4 & Appendix F of the local Regulations).*

35. This document shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors, and other personnel performing the permitting work are fully aware of the permits terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order resulting from failure to comply with its conditions.
36. The owners of the project and their successors in title agree that the Order does not in itself impose upon the Town any responsibility to maintain the proposed drainage system and that said Town shall not be liable for any damage in the event of failure. By acceptance of this Order, the owners agree to indemnify and hold harmless to the Town and its residents for any damage attributable to alterations undertaken on this property pursuant to the Order. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage. Maintenance of the drainage system, if accepted by the Town as part of a public way, becomes the responsibility of the Town.
37. All requirements for wetland replication/restoration and buffer zone enhancement planting as well as required monitoring permitted by Order 242-1169 shall remain in effect.
38. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage.

PRIOR TO CONSTRUCTION

39. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department or Court have been completed.
40. This Order shall be recorded by the applicant at the Registry of Deeds immediately after the expiration of all appeal periods. No work shall be undertaken until the Final Order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is to be done. The recording information shall be submitted to the North Andover Conservation Commission on the form at the end of this Order prior to commencement of the work. Any Order not recorded by the applicant before work commences may be recorded by the NACC at the applicant's expense.

41. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words "Massachusetts DEP, File Number 242-1447."
42. Any changes in the submitted plans caused by the applicant, another Board's decision or resulting from this Order of Conditions must be submitted to the NACC for approval prior to implementation. If the NACC finds said changes to be significant, the NACC will call for another public hearing (at the expense of the applicant). Within 21 days of the close of said public hearing the NACC will issue an amended or new Order of Conditions. Any errors found in the plans or information submitted by the applicant shall be considered as changes. No work shall begin on a project until written approval has been granted by the NACC.
43. It is the responsibility of the applicant, owner, and/or successor(s) to ensure that all conditions of this Order of Conditions are complied with. The project engineer and contractors are to be provided with a copy of this Order of Conditions and referenced documents before commencement of construction.
44. Prior to any work commencing on-site, the applicant shall submit to the NACC for approval, a detailed sequence of construction, including the construction of compensation and retention areas, installation of sedimentation/erosion control devices and re-vegetation to be completed before other work begins on-site.
45. Wetland flagging shall be checked prior to start of construction and shall be re-established where missing. All wetland flagging shall remain visible and enumerated per the approved plan(s) throughout the life of the project and until a Certificate of Compliance is issued so that erosion control measures can be properly placed and wetland impacts can be monitored. The proposed limit of work shall be clearly marked with erosion controls or temporary fencing and shall be confirmed by the NACC. Such barriers shall be checked and replaced as necessary and shall be maintained until all construction is complete. Workers should be informed that no use of machinery, storage of machinery or materials, stockpiling of soil, or construction activity is to occur beyond this line at any time. No disturbance of previously constructed and vegetated slopes shall occur without the approval of the NACC or its agents.
46. A row of staked hay bales backed by trenched siltation fence shall be placed between all construction areas and wetlands as described in the Erosion Control Narrative submitted by West Environmental and dated December 17, 2008. The erosion control barrier will be properly installed and placed as described in the herein referenced Erosion Control Narrative and shall be inspected and approved by the NACC or its agent prior to the start of construction and shall remain intact until all disturbed areas have been permanently stabilized to prevent erosion. All erosion prevention and sedimentation protection measures found necessary during construction shall be implemented at the direction of the NACC or its agent. The NACC reserves the right

to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site. For example, installation of erosion control measures may be required in areas not shown on the plan(s) referenced in this Order of Conditions. Should such installation be required by the NACC, they shall be installed within 48 hours of the Commission's request.

47. The applicant shall have on hand at the start of any soil disturbance, removal or stockpiling, a minimum of 30 hay bales and sufficient stakes for staking these bales (or an equivalent amount of silt fence, 1 hay bale to equal 3 feet of fence). Said bales shall be used only for the control of emergency erosion problems and shall not be used for the normal control of erosion.
48. The Town of North Andover has been provided a check in the amount of \$70,000 which is in all respects satisfactory to Town Counsel, Town Treasurer, and the NACC, and was posted with the North Andover Town Treasurer through the NACC as required under Condition #47 of Order 242-1169. Said money has been conditioned on the completion of all conditions in this OOC and those in Order 242-1169, and shall be released after completion of the project under both Orders of Conditions, provided that provisions, satisfactory to the NACC, have been made for performance of any conditions which are of continuing nature. The applicant may propose a monetary release schedule keyed to completion of specific portions of the project for the NACC's review and approval. This condition is issued under the authority of the local ByLaw.
49. The applicant shall be responsible for placing signs on each parcel, where there is more than one (1) lot, designating the applicable lot number as depicted on the plans approved and referenced herein.
50. The applicant shall designate a Wetland Scientist (or other environmental professional as approved by the NACC or its agent) as an "Erosion Control Monitor" to oversee any emergency placement of controls and regular inspection or replacement of sedimentation control devices. The name and phone number of the erosion control monitor must be provided to the NACC in the event that this person has to be contacted, due to an emergency at the site, during any 24-hour period, including weekends. Proof of the retained monitor must be submitted to the Conservation Department on letterhead by the retained consulting firm. This person shall be given the authority to stop construction for erosion control purposes. The erosion control monitor will be required to inspect all such devices and oversee cleaning and the proper disposal of waste products. Cleaning shall include removal of any entrapped silt. At least once during each week in which construction activities occurs on-site and for as long thereafter as ground remains destabilized and following rain events of ½" or more, the applicant shall submit a written report from the "Erosion Control Monitor" to the NACC certifying that, to the best of his/her knowledge and belief based on a careful site inspection, all work is being performed in compliance with this Order of Conditions and that approved setbacks are being adhered to. The erosion

control monitor must visually inspect all sedimentation/erosion control measures and assume responsibility for their maintenance on a weekly basis and that they are functioning as intended. In addition, all wetland resource areas must be visually inspected for siltation, turbidity, and/or other water quality impacts.

51. Prior to construction, the applicant shall permanently mark the edge of the "25' No-Disturbance Zone" or the edge of disturbance with signs or markers spaced evenly every 50 feet incorporating the following text: "Protected Wetland Resource Area" as previously required by Condition #51 of Order 242-1169. This will designate their sensitivity and assure no further inadvertent encroachment into the wetland. These permanent markers are subject to review and approval by the NACC. The applicant shall instruct all agents to explain these markers to buyers/lessees/landscapers and all persons taking over the property from the applicant. These markers shall remain posted and be replaced as necessary in perpetuity.
52. The applicant shall conduct routine maintenance of the stormwater management system as required in the Operation and Maintenance Plan submitted under Order 242-1169. Evidence of maintenance of the stormwater system as required in Condition #70 of Order 242-1169 shall be submitted to the NACC prior to the start of construction.
53. The applicant and/or the legal owner of that portion of land upon which these Orders of Conditions have been placed shall provide to the NACC prior to transferring, or assigning any portion of said land to another party, subject to said Orders of Conditions, the "Compliance Certification Form Affidavit" attached via "Appendix A" signed under the pains and penalties of perjury, stating that said applicant and/or owner has read these Orders of Conditions and is in compliance with each and every condition. This document shall apply to each of the conditions referenced herein and shall be provided to the Conservation Department at least five (5) business days prior to the closing of said land transaction.
54. Once these above mentioned pre-construction requirements are complete, the applicant shall contact the Conservation Office prior to site preparation or construction and shall arrange an on-site conference with an NACC representative, the contractor, the engineer, wetland scientist and the applicant to ensure that all of the Conditions of this Order are understood. This Order shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order of Conditions resulting from failure to comply with its conditions. The applicant or contractor shall notify the NACC in writing of the identity of the on-site construction supervisor hired to coordinate construction and to ensure compliance with this Order. A reasonable

period of time shall be provided as notice of the pre-construction meeting (e.g. 72 hours).

STORMWATER MANAGEMENT CONDITIONS

55. All construction and post-construction stormwater management shall be conducted in accordance with supporting documents submitted with the Notice of Intent filed under DEP # 242-1447 and Order 242-1169, the Department of Environmental Protection Stormwater Management Policy and as approved by the NACC in this Order of Conditions and Order 242-1169.
56. There shall be no increase in the post development discharges from the storm drainage system or any other changes in post development conditions that alter the post development watershed boundaries as currently depicted in the Notice of Intent and approved by this Order of Conditions and Order 242-1169, unless specifically approved in writing by the Commission.
57. Water quality in down gradient BVW's shall not differ significantly following completion of the project from the pre-development conditions. There shall be no sedimentation into wetlands or water bodies from discharge pipes or surface runoff leaving the site.
58. The applicants, owners, and their successors and assignees, shall maintain all portions of the proposed roof drainage system in order to avoid blockages and siltation which might cause failure of the system and/or detrimental impacts to on-site or off-site resource areas, and shall maintain the integrity of vegetative cover on the site.

DURING CONSTRUCTION

59. **IMPORTANT:** Immediately upon completion of the club house and swimming pool foundations, and prior to further construction on these structures, the applicant shall complete a plan prepared by a Registered Professional Land Surveyor of the Commonwealth (R.P.L.S.) which accurately depicts the foundation locations and it's proximity to wetland resource areas as approved under this Order of Conditions. Said plan shall be submitted to the Conservation Administrator for approval. **Failure to comply may result in a stop work order for the site.**
60. Upon beginning work, the applicant shall submit written progress reports every month detailing what work has been done in or near resource areas, and what work is anticipated to be done over the next period. This will update the construction sequence.

61. All catch basins shall be free of all accumulated silt and debris before a Compliance is issued and the owner or his/her agent shall so specify in the request for Compliance.
62. Associated pavement and roadways shall be swept at least monthly or as directed by the Erosion Control monitor, the Site Supervisor, Project Manager, or Conservation staff for as long as portions of the site remain exposed and unstabilized.
63. All construction vehicles shall remain on paved surfaces with the exception of those required for construction of Building #21 (clubhouse) and the associated swimming pool. No portions of previously constructed and vegetated slopes shall be disturbed without prior approval of the NACC or its agent.
64. De-watering activities are not approved under this Order of Conditions. No discharge of water is allowed directly into an area subject to jurisdiction of the Wetlands Protection Act and/or the North Andover Wetland Bylaw. If emergency de-watering requirements arise, the applicant shall submit a contingency plan to the Commission for approval, which provides for the pumped water to be contained in a settling basin, to reduce turbidity prior to discharge into a resource area. De-watering activities shall be supervised and witnessed by the designated erosion control monitor. This designee must be on-site while work requiring de-watering is occurring it is complete.
65. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts on any of the foregoing.
66. No exposed area shall remain unfinished for more than thirty (30) days, unless approved by the NACC. Disturbed areas shall be loamed and seeded by November 1 each year. Areas that are not stabilized prior to the end of the growing season shall be mulched/matted as appropriate until stabilization with loam and seed can be established.
67. There shall be no stockpiling of soil or other materials within twenty-five (25) feet of any resource area. Stockpile locations within jurisdictional areas shall be protected with erosion controls. Stockpile locations not depicted on the herein referenced plans shall be approved by the NACC or its agent.
68. Washings from concrete trucks, or surplus concrete, shall not be directed to any drainage system or wetland resource area.
69. All waste generated by, or associated with, the construction activity shall be contained within the limit of work, and away from any wetland resource area. There shall be no burying of spent construction materials or disposal of waste on the site by any other means. The applicant shall maintain dumpsters (or other suitable means) at the site for the storage and removal of such spent construction materials off-site. However, no

trash dumpsters will be allowed within 50' of areas subject to protection under the Act or local ByLaw.

70. Accepted engineering and construction standards and procedures shall be followed in the completion of the project.
71. Per Condition # 67 of the previously issued OOC, monitoring of the on-site isolated wetlands and vernal pools shall continue.
72. During and after work on this project, there shall be no discharge or spillage of fuel, or other pollutants into any wetland resource area. If there is a spill or discharge of any pollutant during any phase of construction the NACC shall be notified by the applicant within one (1) business day. No construction vehicles are to be stored within 100 feet of wetland resource areas, and no vehicle refueling, equipment lubrication, or maintenance is to be done within 100 feet of a resource area.

AFTER CONSTRUCTION

73. No underground storage of fuel oils shall be allowed on any lot within one-hundred (100) feet of any wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland protection ByLaw.
74. Fertilizers utilized for landscaping and lawn care shall be slow release, low-nitrogen types (< 5%), and shall not be used within 25 feet of a resource area. Pesticides and herbicides shall not be used within 100 feet of a wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland Protection ByLaw and shall remain in perpetuity.
75. No road salt, sodium chloride, or other de-icing chemicals shall be used on paved surfaces, and any arrangement for snow removal shall so stipulate due to the importance of the site and wetlands. Permanent signs designating "No-Salt Zone" and "No-Snow Stockpiling Zones" shall be displayed in prominent locations. The sign locations must be reviewed and approved by the Conservation Department.
76. Upon completion of construction and grading, all disturbed areas located outside resource areas shall be stabilized permanently against erosion. This shall be done by loaming and seeding according to NRCS standards. Stabilization will be considered complete once full vegetative cover has been achieved.
77. Upon approved site stabilization by Conservation staff, the erosion controls shall be removed and properly disposed of and all exposed unvegetated areas shall be seeded.

DEP FILE # 242 - 1447

78. As required and described by Condition # 77 of Order 242-1169, prior to the issuance of a Certificate of Compliance, a Conservation Restriction shall be drafted and placed on the proposed designated open space on the property.
79. As required and described in Condition #78 of Order 242-1169, a link to Harold Parker State Forest will be provided.
80. As required and described in Condition #80 of Order 242-1169, the Operation and Maintenance plan (submitted under Order 242-1169) shall be fully binding upon the applicant and or owners, successors, agents, associations, heirs and assigns and must be adhered to in perpetuity. The NACC must be notified of the party responsible for implementation (in perpetuity) of the Operation and Maintenance Plan as it pertains to the entire site.
81. Upon completion of the project the applicant shall submit the following to the Conservation Commission as part of a request for a Certificate of Compliance:
 - a. WPA Form 8A - "Request for a Certificate of Compliance."
 - b. A letter from the applicant requesting a Certificate of Compliance.
 - c. The name and address of the current landowner.
 - d. Signed statements from the individual property owners shall be submitted with the request for a Certificate of Compliance indicating that they read and understood the recorded Order of Conditions prior to purchasing their property.
 - e. The name and address of the individual/trust or corporation to whom the compliance is to be granted.
 - f. The street address and assessor's map/parcel number for the project.
 - g. The DEP file number(s).
 - h. A written statement from a Registered Professional Civil Engineer (and/or Registered Professional Land Surveyor) of the Commonwealth certifying that the work has been conducted as shown on the plan(s) and documents referenced above, and as conditioned by the Commission.
 - i. An "As-Built" plan prepared and signed and stamped by a Registered Professional Civil Engineer (and/or Registered Professional Land Surveyor) of the Commonwealth, for the public record. This plan will include:
 - "As-Built" post-development elevations of all drainage & stormwater management structures constructed within 100 feet of any wetland resource area. NOTE: If portions of the stormwater systems exist partially within the Buffer Zone than the entire structure must be depicted to accurately verify compliance.
 - "As-Built" post-development elevations and grades of all filled or altered wetland resource areas including the encompassing buffer zone which is regulated as a resource area under the local Wetland Protection Bylaw.

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- Distances from structures to wetland resource areas. Structures include (but are not limited to) septic systems, additions, fences, sheds, stone walls, pools, retaining walls, subsurface utilities and decks.
- A line showing the limit of work and the extent of existing erosion control devices. "Work" includes any disturbance of soils or vegetation.
- Location of all subsurface utilities entering the property.

84. The following special conditions shall survive the issuance of a Certificate of Compliance (COC) for this project and are as also required by Order 242-1169:

- 25' No-Disturbance Zone and a 50' No-Construction Zone shall be established from the edge of adjacent wetland resource areas except in those locations approved under Order 242-1169 and 242-1447. Future work within 100' of existing wetland resource areas will require a separate filing with the NACC (refer to Section XI (page 18) of the Regulations for performance standards within these zones) The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local ByLaw;
- Resource Area Markers (Condition #51);
- Discharge or spillage of pollutants (Condition # 72);
- Prohibition of underground fuels (Condition #73);
- Limitations on the use of fertilizers, herbicides, road salts, de-icing compounds and pesticides (Conditions #74 & #75).
- Adherence to the attached "Stormwater Operations and Management Plan" as approved under Order 242-1169, including Best Management Practices and including annual reporting of maintenance to the NACC (Conditions #52 & #80). No additional filings will be required to conduct maintenance of the above referenced system and plan.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number:
242-1447

E. Issuance

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

3/27/09
 1. Date of Issuance

Please indicate the number of members who will sign this form:

6
 2. Number of Signers

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

John Mabon
Rebecca O'Connell

Joseph G. [Signature]

Notary Acknowledgement

Commonwealth of Massachusetts County of Essex North

On this 27th Day of March 2009 Year

Before me, the undersigned Notary Public, personally appeared John Mabon
 Name of Document Signer

proved to me through satisfactory evidence of identification, which was/were

Massachusetts License
 Description of evidence of identification

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

As member of North Andover City/Town Conservation Commission



Donna M. Wedge
 Signature of Notary Public
DONNA M. WEDGE
 Printed Name of Notary Public
8/1/2009
 My Commission Expires (Date)

Place notary seal and/or any stamp above

This Order is issued to the applicant as follows:

by hand delivery on 3/27/09
 Date

by certified mail, return receipt requested, on _____
 Date



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant. Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

Section G, Recording Information is available on the following page.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number:

242-1447

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

North Andover
 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

North Andover
 Conservation Commission

Please be advised that the Order of Conditions for the Project at:

2357 Turnpike Street
 Project Location

242-1447
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

Essex North
 County

Book

Page

for:

 Property Owner

and has been noted in the chain of title of the affected property in:

 Book

 Page

In accordance with the Order of Conditions issued on:

 Date

If recorded land, the instrument number identifying this transaction is:

 Instrument Number

If registered land, the document number identifying this transaction is:

 Document Number

 Signature of Applicant

APPENDIX A - AFFIDAVIT

I, _____ on oath do hereby depose and state:
(authorized agent applicant and/or current owner)

(PLEASE CHECK AT LEAST ONE BLOCK)

1. _____ I am the _____ of _____
(position with applicant) (applicant name or company name)
the applicant upon whom Order of Conditions _____
have been placed upon by (DEP or NACC number)
the North Andover Conservation Commission.

&/or

2. _____ I am the _____ of _____
(position with owner) (owner name)
the owner upon whose land Order of Conditions _____
have been placed up by (DEP or NACC number)
the North Andover Conservation Commission.

&

3. I hereby affirm and acknowledge that I have received said Order of Conditions _____
and have read the same and understand each
(DEP File #) and every condition which has been set forth
in said Order of Conditions.

&

4. I hereby affirm and acknowledge that on this _____ day of _____ 19____
I inspected said property together with any and all improvements which have
been made to the same and hereby certify that each and every condition set
forth in Order of Conditions _____ are presently in compliance.
(DEP File #)

&

5. I hereby affirm and acknowledge that this document will be relied upon by the
North Andover Conservation Commission as well as any potential buyers of
said property which is subject to said Order of Conditions _____.
(DEP File #)

Signed under the pains and penalties of perjury this _____ day of _____ 19____.

(Signature - authorized agent of applicant or owner)

14

ABOVE FOR REGISTRY OF DEEDS USE ONLY

COVER SHEET
THIS IS THE FIRST PAGE OF THIS DOCUMENT
DO NOT REMOVE

VRD Acquisition LLC _____
GRANTOR GRANTEE

Turnpike St _____
ADDRESS OF PROPERTY CITY/TOWN

N. Andover

TYPE OF DOCUMENT

| | | |
|---|---------------------------------|------------|
| _____ MLC | _____ ASSIGNMENT | _____ TYPE |
| _____ DEED | _____ 6D | |
| _____ MORTGAGE | _____ NOTICE | |
| _____ DISCHARGE | _____ SUBORDINATION | _____ TYPE |
| _____ AFFIDAVIT | _____ CERT | _____ TYPE |
| _____ DEC OF HOMESTEAD | _____ UCC | _____ TYPE |
| _____ DEC OF TRUST | | |
| <input checked="" type="checkbox"/> OTHER | <u>Amendment to Master Deed</u> | |
| | DESCRIBE | |



Essex North Registry of Deeds
Robert F. Kelley, Register
354 Merrimack St. Suite 304
Lawrence, Massachusetts 01843-1755
(978) 683-2745 www.lawrencedeeds.com

**NINTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE**

**ADDITION OF PHASE 9
(BUILDING 16)**

~~VALLEY REALTY DEVELOPMENT~~ ^{NRD Acquisition} VALLEY REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company with a place of business at 231 Sutton Street, North Andover, Massachusetts 01845 being the ~~Successor~~ Declarant under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127 (the "First Amendment"), Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147, Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169, Fourth Amendment to Master Deed dated August 16, 2006 and recorded with the Registry at Book 10356, Page 32, Fifth Amendment to Master Deed dated October 10, 2006 and recorded with the Registry at Book 10443, Page 137 and Sixth Amendment to Master Deed dated October 23, 2006 and recorded with the Registry at Book 10468, Page 39 and Seventh Amendment to Master Deed dated March 14, 2007 and recorded with the Registry in Book 10667, Page 281 (the "Master Deed"), pursuant to the rights reserved in paragraphs 14 and 18 of the Master Deed to amend the Master Deed, including the right to add additional phases, does hereby amend the Master Deed as contained herein, including the addition of Phase Eight (Building 1) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Master Deed.

1. Phase 9 consists of Building 16 containing six (6) Units;
2. The Master Deed is hereby amended as follows:
 - (a) Paragraph 5 of the Master Deed is hereby amended by deleting the existing Condominium Site Plan(s) and substituting it with a certain plans entitled "Condominium Site Plan - Phase IX, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", dated: June 4, 2010, by Merrimack Engineering Services and recorded with the Registry as Plan Nos. 16278.
 - (b) The Units for Phase 9 (Building 16) are shown on the plans entitled "Condominium Floor Plans, Phase IX Building 16, Oakridge Village/Maplewood Reserve, North Andover, Mass." dated, June 11, 2010, containing Sheets 1 through 3, prepared by Merrimack Engineering Services in accordance in accordance with Section 8(f) of the Act and recorded with the Registry as Plan Nos. 16279 and the Floor Plans described in Paragraph 6(a) of the Master Deed, are hereby amended to include the above-described plans.
 - (c) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.
 - (d) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.

x by deed dated 9/1/2009 and recorded at Book 11757, page 4

3. Giving effect to the foregoing, Phase 9 (Building 16) is hereby added to the Condominium.
4. Units 1305, 1401 and 1405 are "Affordable Units" designated as "Affordable" pursuant to the Regulatory Agreement. Any discrepancy between the percentage interests of these Units as listed in prior phasing amendments is hereby corrected so that the percentage interests of Units 1305, 1401 and 1405 are lower in this Eighth Amendment due to their affordable status.
5. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said ~~Valley Realty Development~~ ^{VRD Acquisition}, LLC has caused these presents to be executed this 9th day of July, 2010.

~~VRD Acquisition~~
~~VALLEY REALTY DEVELOPMENT, LLC~~

By: *Anthony Mesiti*
Name: ANTHONY MESITI
Manager

EXHIBIT B

DESCRIPTION OF BUILDINGS

There are fifteen (15) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3, 4, 5, 6, 7, 8 and 9 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units whon on the Condominium Site Plan as "3 Story 38 Unit Building #2, #2 Harvest Drive." Said building contains Unit 101 through 312.
3. A two and one-half (2 1/2) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 1/2 Story 12 Unit Building #6 601-612 Alder Way." Said building contains Units 601-612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building #7".
5. A one (1)story building consisting of six () Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building #8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building #3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and one-half (2 1/2) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 1/2 Story 6 Unit Building #9 901-906 Alder Way". Said building contains Unit 901 through 906.
8. A one (1) story building consisting of nine (9) Garages shown on the Condominium site Plan as "1 Story 9 Car Garage Building #10".
9. A two and one-half (2 1/2) story building consisting of six (6) residential Townhouse Units shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #11 1101-1106 Acorn Drive". Said building contains Unit 1101 through 1106.
10. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building #12".
11. A two and one-half (2 ½) story building consisting of six (6) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #13 1301-1306 Basswood Circle". Said building contains Unit 1301 through 1306.
12. A two and one-half (2 ½) story building consisting of five (5) residential Townhouse Units and four (4) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #14 1401-1405 Basswood Circle". Said building contains Units 1401 through 1405.
13. A two and one-half (2 ½) story building consisting of three (3) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 ½ Story 6 Unit Building #15 1501-1503 Basswood Circle". Said building contains Units 1501 through 1503.
14. A three (3) story building consisting of two sections (4N and 4E) containing a total of seventy seven (77) residential Units and eighty four (84) Indoor Parking Spaces. 4N is shown on the Condominium Site Plan as "3 Story 36 Unit Building #4N, #4 Harvest Drive" and 4E is shown on the Condominium Site Plan as "3 Story 36 Unit Building

#4E, #4 Harvest Drive". Said Building 4E contains Units 101 through 112, 201 through 212, and Units 301 through 312 and building 4N contains Units 113 through 125, 213 through 226 and 313 through 326.

15. A three (3) story building consisting of thirty (38) residential Units, shown on the Condominium Site Plan as "3 Story 38 Unit Building #1, #1 Harvest Drive". Said building contains Units 101 through 312.
16. A two and one-half (2 ½) story building consisting of six (6) residential Units and five (5) Garages shown on the Condominium Site Plan as "2 ½ Story Building #16".

EXHIBIT C
DESCRIPTION OF UNITS

| Bldg # ¹ | Unit # | # of Rooms ² | Approx. Sq. Ft. ³ | Location/ Floor(s) | Proportionate Interest (%) for Units |
|---------------------|--------|-------------------------|------------------------------|-----------------------|--------------------------------------|
| 2 | 101 | 4 | 1154 | First | 0.434582% |
| 2 | 102 | 4 | 1159 | First | 0.434582% |
| 2 | 103 | 3 | 860 | First | 0.339517% |
| 2 | 104 | 3 | 852 | First | 0.338159% |
| 2 | 105 | 3 | 856 | First | 0.338159% |
| 2 | 106 | 4 | 1077 | First | 0.434582% |
| 2 | 107 | 3 | 852 | First | 0.339517% |
| 2 | 108 | 4 | 1077 | First | 0.434582% |
| 2 | 109 | 3 | 855 | First | 0.338159% |
| 2 | 110 | 3 | 852 | First | 0.338159% |
| 2 | 111 | 3 | 859 | First | 0.339517% |
| 2 | 112 | 4 | 1159 | First | 0.434582% |
| 2 | 113 | 4 | 1152 | First | 0.434582% |
| 2 | 201 | 4 | 1116 | Second | 0.434582% |
| 2 | 202 | 4 | 1117 | Second | 0.434582% |
| 2 | 203 | 4 | 1039 | Second | 0.369395% |
| 2 | 204 | 4 | 1259 | Second | 0.434582% |
| 2 | 205 | 3 | 814 | Second | 0.339517% |
| 2 | 206 | 4 | 1035 | Second | 0.369395% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 1 is 1 Harvest Drive, North Andover, MA 01845; (ii) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (iii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iv) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (v) Building 9 is 901-906 Alder Way, North Andover, MA 01845; (vi) Building 11 is 1101-1106 Acorn Drive, North Andover, MA 01845; (vii) Building 13 is 1301-1306 Basswood Circle, North Andover, MA 01845; (viii) Building 14 is 1401-1405 Basswood Circle, North Andover, MA 01845; (ix) Building 15 is 1501-1503 Basswood Circle, North Andover, MA 01845; (x) Building 4N and 4E are 4 Harvest Drive, North Andover, MA 01845; (xi) Building 1 is 1 Harvest Drive, North Andover, MA 01845; (xii) Building 16 is 1601-1606 Catalpa Drive, North Andover, MA 01845

² Closets, Mechanical Closets, Mechanical rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed # of Rooms.
³ The approximate area of the Unit in square feet set forth does not include any balcony or deck.

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 2 | 207 | 3 | 857 | Second | 0.338159% |
| 2 | 208 | 4 | 1036 | Second | 0.434582% |
| 2 | 209 | 3 | 813 | Second | 0.339517% |
| 2 | 210 | 4 | 1261 | Second | 0.434582% |
| 2 | 211 | 4 | 1032 | Second | 0.369395% |
| 2 | 212 | 4 | 1117 | Second | 0.434582% |
| 2 | 213 | 4 | 1118 | Second | 0.434582% |
| 2 | 301 | 4 | 1121 | Third | 0.434582% |
| 2 | 302 | 4 | 1118 | Third | 0.434582% |
| 2 | 303 | 4 | 1043 | Third | 0.369395% |
| 2 | 304 | 4 | 1267 | Third | 0.434582% |
| 2 | 305 | 4 | 1257 | Third | 0.434582% |
| 2 | 306 | 4 | 1031 | Third | 0.369395% |
| 2 | 307 | 4 | 1257 | Third | 0.434582% |
| 2 | 308 | 4 | 1038 | Third | 0.434582% |
| 2 | 309 | 4 | 1035 | Third | 0.434582% |
| 2 | 310 | 4 | 1264 | Third | 0.434582% |
| 2 | 311 | 4 | 1117 | Third | 0.369395% |
| 2 | 312 | 4 | 1121 | Third | 0.434582% |
| 6 | 601 | 6 | 1912 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 602 | 5 | 1911 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 603 | 5 | 1904 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 604 | 6 | 1919 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 605 | 6 | 2044 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 606 | 6 | 1916 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 607 | 5 | 1909 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 608 | 5 | 1911 | 1 st , 2 nd , 3 rd | 0.403346% |
| 6 | 609 | 5 | 1905 | 1 st , 2 nd , 3 rd | 0.570389% |
| 6 | 610 | 5 | 1911 | 1 st , 2 nd , 3 rd | 0.403346% |
| 6 | 611 | 6 | 1908 | 1 st , 2 nd , 3 rd | 0.570389% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|-----------------------------------|--------------------------------------|
| 6 | 612 | 7 | 1905 | 1 st , 2 nd | 0.570389% |
| 3 | 101 | 4 | 1149 | First | 0.434582% |
| 3 | 102 | 4 | 1155 | First | 0.434582% |
| 3 | 103 | 4 | 1054 | First | 0.434582% |
| 3 | 104 | 3 | 859 | First | 0.338159% |
| 3 | 105 | 3 | 850 | First | 0.338159% |
| 3 | 106 | 4 | 1080 | First | 0.434582% |
| 3 | 107 | 3 | 847 | First | 0.339517% |
| 3 | 108 | 4 | 1079 | First | 0.434582% |
| 3 | 109 | 3 | 854 | First | 0.338159% |
| 3 | 110 | 3 | 858 | First | 0.338159% |
| 3 | 111 | 4 | 1051 | First | 0.434582% |
| 3 | 112 | 4 | 1150 | First | 0.434582% |
| 3 | 113 | 4 | 1152 | First | 0.434582% |
| 3 | 201 | 4 | 1116 | Second | 0.434582% |
| 3 | 202 | 4 | 1114 | Second | 0.434582% |
| 3 | 203 | 4 | 1029 | Second | 0.369395% |
| 3 | 204 | 4 | 1264 | Second | 0.434582% |
| 3 | 205 | 3 | 809 | Second | 0.339517% |
| 3 | 206 | 4 | 1034 | Second | 0.369395% |
| 3 | 207 | 3 | 848 | Second | 0.338159% |
| 3 | 208 | 4 | 1035 | Second | 0.434582% |
| 3 | 209 | 3 | 806 | Second | 0.339517% |
| 3 | 210 | 4 | 1264 | Second | 0.434582% |
| 3 | 211 | 4 | 1026 | Second | 0.369395% |
| 3 | 212 | 4 | 1115 | Second | 0.434582% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 3 | 213 | 4 | 1111 | Second | 0.434582% |
| 3 | 301 | 4 | 1112 | Third | 0.434582% |
| 3 | 302 | 4 | 1114 | Third | 0.434582% |
| 3 | 303 | 4 | 1030 | Third | 0.369395% |
| 3 | 304 | 4 | 1267 | Third | 0.434582% |
| 3 | 305 | 4 | 1243 | Third | 0.434582% |
| 3 | 306 | 4 | 1058 | Third | 0.369395% |
| 3 | 307 | 4 | 1243 | Third | 0.434582% |
| 3 | 308 | 4 | 1042 | Third | 0.434582% |
| 3 | 309 | 4 | 1028 | Third | 0.434582% |
| 3 | 310 | 4 | 1270 | Third | 0.434582% |
| 3 | 311 | 4 | 1107 | Third | 0.434582% |
| 3 | 312 | 4 | 1120 | Third | 0.434582% |
| 9 | 901 | 6 | 1896 | 1 st , 2 nd , 3 rd | 0.570389% |
| 9 | 902 | 5 | 1918 | 1 st , 2 nd , 3 rd | 0.403346% |
| 9 | 903 | 6 | 1912 | 1 st , 2 nd , 3 rd | 0.570389% |
| 9 | 904 | 6 | 1912 | 1 st , 2 nd , 3 rd | 0.570389% |
| 9 | 905 | 5 | 1916 | 1 st , 2 nd , 3 rd | 0.403346% |
| 9 | 906 | 7 | 1905 | 1 st , 2 nd , 3 rd | 0.570389% |
| 11 | 1101 | 6 | 1636 | 1 st , 2 nd | 0.570389% |
| 11 | 1102 | 5 | 1917 | 1 st , 2 nd , 3 rd | 0.570389% |
| 11 | 1103 | 6 | 2106 | 1 st , 2 nd , 3 rd | 0.403346% |
| 11 | 1104 | 5 | 1715 | 1 st , 2 nd , 3 rd | 0.570389% |
| 11 | 1105 | 5 | 1911 | 1 st , 2 nd , 3 rd | 0.570389% |
| 11 | 1106 | 6 | 1646 | 1 st , 2 nd | 0.570389% |
| 13 | 1301 | 6 | 1909 | 1 st , 2 nd , 3 rd | 0.570389% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 13 | 1302 | 5 | 1915 | 1 st , 2 nd , 3 rd | 0.403346% |
| 13 | 1303 | 5 | 1917 | 1 st , 2 nd , 3 rd | 0.570389% |
| 13 | 1304 | 5 | 1720 | 1 st , 2 nd , 3 rd | 0.403346% |
| 13 | 1305 | 6 | 2110 | 1 st , 2 nd , 3 rd | 0.403346% |
| 13 | 1306 | 7 | 1936 | 1 st , 2 nd | 0.570389% |
| 14 | 1401 | 6 | 2099 | 1 st , 2 nd , 3 rd | 0.403346% |
| 14 | 1402 | 5 | 1712 | 1 st , 2 nd , 3 rd | 0.403346% |
| 14 | 1403 | 5 | 1907 | 1 st , 2 nd , 3 rd | 0.570389% |
| 14 | 1404 | 5 | 1910 | 1 st , 2 nd , 3 rd | 0.403346% |
| 14 | 1405 | 6 | 1897 | 1 st , 2 nd , 3 rd | 0.403346% |
| 15 | 1501 | 6 | 1896 | 1 st , 2 nd , 3 rd | 0.570389% |
| 15 | 1502 | 5 | 1909 | 1 st , 2 nd , 3 rd | 0.403346% |
| 15 | 1503 | 5 | 1566 | 1 st , 2 nd | 0.570389% |
| 4E | 101 | 4 | 1146 | First | 0.434582% |
| 4E | 102 | 4 | 1151 | First | 0.434582% |
| 4E | 103 | 4 | 1058 | First | 0.369395% |
| 4E | 104 | 4 | 1295 | First | 0.434582% |
| 4E | 105 | 4 | 1073 | First | 0.434582% |
| 4E | 106 | 4 | 1297 | First | 0.369395% |
| 4E | 107 | 4 | 1074 | First | 0.434582% |
| 4E | 108 | 3 | 856 | First | 0.338159% |
| 4E | 109 | 4 | 1296 | First | 0.434582% |
| 4E | 110 | 4 | 1293 | First | 0.434582% |
| 4E | 111 | 4 | 1292 | First | 0.434582% |
| 4E | 112 | 3 | 816 | First | 0.338159% |
| 4N | 113 | 4 | 1340 | First | 0.434582% |
| 4N | 114 | 4 | 1215 | First | 0.434582% |
| 4N | 115 | 4 | 1297 | First | 0.369395% |
| 4N | 116 | 4 | 1268 | First | 0.369395% |
| 4N | 117 | 4 | 1268 | First | 0.434582% |
| 4N | 118 | 3 | 860 | First | 0.339517% |
| 4N | 119 | 4 | 1080 | First | 0.369395% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|--------------------|--------------------------------------|
| 4N | 120 | 4 | 1294 | First | 0.369395% |
| 4N | 121 | 4 | 1073 | First | 0.434582% |
| 4N | 122 | 4 | 1297 | First | 0.434582% |
| 4N | 123 | 4 | 1057 | First | 0.369395% |
| 4N | 124 | 4 | 1149 | First | 0.434582% |
| 4N | 125 | 4 | 1149 | First | 0.434582% |
| 4E | 201 | 4 | 1108 | Second | 0.434582% |
| 4E | 202 | 4 | 1113 | Second | 0.434582% |
| 4E | 203 | 4 | 1020 | Second | 0.434582% |
| 4E | 204 | 4 | 1253 | Second | 0.434582% |
| 4E | 205 | 4 | 1035 | Second | 0.369395% |
| 4E | 206 | 4 | 1255 | Second | 0.369395% |
| 4E | 207 | 4 | 1035 | Second | 0.434582% |
| 4E | 208 | 4 | 1271 | Second | 0.434582% |
| 4E | 209 | 4 | 1255 | Second | 0.369395% |
| 4E | 210 | 4 | 1256 | Second | 0.434582% |
| 4E | 211 | 4 | 1255 | Second | 0.434582% |
| 4E | 212 | 3 | 738 | Second | 0.338159% |
| 4N | 213 | 4 | 1304 | Second | 0.434582% |
| 4N | 214 | 2 | 1369 | Second | 0.339517% |
| 4N | 215 | 4 | 1179 | Second | 0.434582% |
| 4N | 216 | 4 | 1261 | Second | 0.369395% |
| 4N | 217 | 4 | 1230 | Second | 0.434582% |
| 4N | 218 | 4 | 1227 | Second | 0.369395% |
| 4N | 219 | 4 | 1033 | Second | 0.369395% |
| 4N | 220 | 4 | 1269 | Second | 0.434582% |
| 4N | 221 | 4 | 1033 | Second | 0.434582% |
| 4N | 222 | 4 | 1255 | Second | 0.369395% |
| 4N | 223 | 4 | 1036 | Second | 0.434582% |
| 4N | 224 | 4 | 1255 | Second | 0.434582% |
| 4N | 225 | 4 | 1112 | Second | 0.434582% |
| 4N | 226 | 4 | 1111 | Second | 0.434582% |
| 4E | 301 | 4 | 1110 | Third | 0.434582% |
| 4E | 302 | 4 | 1110 | Third | 0.434582% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|--------------------|--------------------------------------|
| 4E | 303 | 4 | 1020 | Third | 0.369395% |
| 4E | 304 | 4 | 1259 | Third | 0.434582% |
| 4E | 305 | 4 | 1035 | Third | 0.434582% |
| 4E | 306 | 4 | 1259 | Third | 0.434582% |
| 4E | 307 | 4 | 1043 | Third | 0.369395% |
| 4E | 308 | 4 | 1271 | Third | 0.434582% |
| 4E | 309 | 4 | 1255 | Third | 0.434582% |
| 4E | 310 | 4 | 1256 | Third | 0.369395% |
| 4E | 311 | 4 | 1254 | Third | 0.434582% |
| 4E | 312 | 3 | 741 | Third | 0.339517% |
| 4N | 313 | 4 | 1304 | Third | 0.34582% |
| 4N | 314 | 2 | 1369 | Third | 0.339517% |
| 4N | 315 | 4 | 1179 | Third | 0.434582% |
| 4N | 316 | 4 | 1264 | Third | 0.369395% |
| 4N | 317 | 4 | 1230 | Third | 0.434582% |
| 4N | 318 | 4 | 1225 | Third | 0.434582% |
| 4N | 319 | 4 | 1034 | Third | 0.369395% |
| 4N | 320 | 4 | 1269 | Third | 0.434582% |
| 4N | 321 | 4 | 1034 | Third | 0.434582% |
| 4N | 322 | 4 | 1260 | Third | 0.434582% |
| 4N | 323 | 4 | 1037 | Third | 0.369395% |
| 4N | 324 | 4 | 1258 | Third | 0.434582% |
| 4N | 325 | 4 | 1112 | Third | 0.434582% |
| 4N | 326 | 4 | 1112 | Third | 0.434582% |
| 1 | 101 | 4 | 1154 | First | 0.369395% |
| 1 | 102 | 4 | 1156 | First | 0.434582% |
| 1 | 103 | 3 | 855 | First | 0.339517% |
| 1 | 104 | 3 | 852 | First | 0.338159% |
| 1 | 105 | 3 | 852 | First | 0.338159% |
| 1 | 106 | 4 | 1074 | First | 0.434582% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|-------------------|--------------------------------------|
| 1 | 107 | 3 | 849 | First | 0.339517% |
| 1 | 108 | 4 | 1079 | First | 0.434582% |
| 1 | 109 | 3 | 851 | First | 0.338159% |
| 1 | 110 | 3 | 852 | First | 0.338159% |
| 1 | 111 | 3 | 857 | First | 0.339517% |
| 1 | 112 | 4 | 1155 | First | 0.434582% |
| 1 | 113 | 4 | 1154 | First | 0.434582% |
| 1 | 201 | 4 | 1115 | Second | 0.434582% |
| 1 | 202 | 4 | 1115 | Second | 0.434582% |
| 1 | 203 | 4 | 1035 | Second | 0.369395% |
| 1 | 204 | 4 | 1271 | Second | 0.434582% |
| 1 | 205 | 3 | 812 | Second | 0.339517% |
| 1 | 206 | 4 | 1035 | Second | 0.434582% |
| 1 | 207 | 3 | 850 | Second | 0.338159% |
| 1 | 208 | 4 | 1034 | Second | 0.434582% |
| 1 | 209 | 3 | 813 | Second | 0.339517% |
| 1 | 210 | 4 | 1261 | Second | 0.434582% |
| 1 | 211 | 4 | 1032 | Second | 0.369395% |
| 1 | 212 | 4 | 1121 | Second | 0.434582% |
| 1 | 213 | 4 | 1118 | Second | 0.434582% |
| 1 | 301 | 4 | 1120 | Third | 0.434582% |
| 1 | 302 | 4 | 1118 | Third | 0.434582% |
| 1 | 303 | 4 | 1037 | Third | 0.369395% |
| 1 | 304 | 4 | 1263 | Third | 0.434582% |
| 1 | 305 | 4 | 1250 | Third | 0.434582% |
| 1 | 306 | 4 | 1034 | Third | 0.434582% |
| 1 | 307 | 4 | 1253 | Third | 0.369395% |
| 1 | 308 | 4 | 1038 | Third | 0.434582% |
| 1 | 309 | 4 | 1033 | Third | 0.434582% |
| 1 | 310 | 4 | 1264 | Third | 0.434582% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 1 | 311 | 4 | 1117 | Third | 0.369395% |
| 1 | 312 | 4 | 1121 | Third | 0.34582% |
| 16 | 1601 | 4 | 1998 | 1 st , 2 nd | 0.570389% |
| 16 | 1602 | 5 | 2109 | 1 st , 2 nd , 3 rd | 0.570389% |
| 16 | 1603 | 5 | 2366 | 1 st , 2 nd , 3 rd | 0.570389% |
| 16 | 1604 | 5 | 2111 | 1 st , 2 nd , 3 rd | 0.570389% |
| 16 | 1605 | 5 | 2114 | 1 st , 2 nd , 3 rd | 0.403346% |
| 16 | 1606 | 6 | 2180 | 1 st , 2 nd | 0.570389% |
| | | | | | 100.000000% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

13

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11-12-2010 @ 03:55p

**TENTH AMENDMENT TO MASTER DEED OF
OAKRIDGE VILLAGE - MAPLEWOOD RESERVE**

**ADDITION OF PHASE 10
(BUILDING 17)**

VRD ACQUISITION, LLC, a Massachusetts limited liability company with a place of business at 100 Andover By-Pass, North Andover, Massachusetts 01845 being the successor Declarant by deed dated September 1, 2009 and recorded at Book 11757, Page 4 under a Master Deed dated March 14, 2006 and recorded with Essex North District Registry of Deeds (the "Registry") at Book 10082, Page 1, as amended by First Amendment to Master Deed dated April 13, 2006 and recorded with the Registry at Book 10128, Page 127 (the "First Amendment"), Second Amendment to Master Deed dated April 19, 2006 and recorded with the Registry at Book 10140, Page 147, Third Amendment to Master Deed dated June 30, 2006 and recorded with the Registry at Book 10285, Page 169, Fourth Amendment to Master Deed dated August 16, 2006 and recorded with the Registry at Book 10356, Page 32, Fifth Amendment to Master Deed dated October 10, 2006 and recorded with the Registry at Book 10443, Page 137 and Sixth Amendment to Master Deed dated October 23, 2006 and recorded with the Registry at Book 10468, Page 39 and Seventh Amendment to Master Deed dated March 14, 2007 and recorded with the Registry in Book 10667, Page 281 and Eight Amendment to Master Deed dated October 19, 2007 and recorded with the Registry at Book 10947, Page 268 and Ninth Amendment to Master Deed dated July 9, 2010 and recorded with the Registry at Book 12103, Page 214 (the "Master Deed"), pursuant to the rights reserved in paragraphs 14 and 18 of the Master Deed to amend the Master Deed, including the right to add additional phases, does hereby amend the Master Deed as contained herein, including the addition of Phase Ten (Building 17) to the Condominium. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Master Deed.

1. Phase 10 consists of Building 17 containing three (3) townhouse Units;
2. The Master Deed is hereby amended as follows:
 - (a) Paragraph 5 of the Master Deed is hereby amended by deleting the existing Condominium Site Plan(s) and substituting it with a certain plans entitled "Condominium Site Plan - Phase X, Oakridge Village / Maplewood Reserve, North Andover, Mass. Drawn for Valley Realty Development, LLC", dated: October 27, 2010, by Merrimack Engineering Services and recorded with the Registry as Plan Nos. 16353 & 16354
 - (b) The Units for Phase 10 (Building 17) are shown on the plans entitled "Project: Maplewood Reserve Building 17 1701-1703 Dogwood Circle, North Andover, Mass." dated, October 11, 2010, containing Sheets 1 through 3, prepared by Vorbach Architecture in accordance with Section 8(f) of the Act and recorded with the Registry as Plan Nos. 16353 & 16354 and the Floor Plans described in Paragraph 5(a) of the Master Deed, are hereby amended to include the above-described plans.
 - (c) Exhibit B to the Master Deed is hereby amended by deleting the existing Exhibit B and substituting it with the Exhibit B attached hereto and made a part hereof.

- (d) Exhibit C to the Master Deed is hereby amended by deleting the existing Exhibit C and substituting it with the Exhibit C attached hereto and made a part hereof.
3. Giving effect to the foregoing, Phase 10 (Building 17) is hereby added to the Condominium.
 4. Unit 1604 is an "Affordable Unit" designated as "Affordable" pursuant to the Regulatory Agreement. Unit 1605 was inadvertently listed as an "Affordable" unit under the Ninth Phasing Amendment. Any discrepancy between the percentage interests of these Units as listed in prior phasing amendments is hereby corrected so that the percentage interest of Unit 1604 is lower in this Tenth Amendment due to its affordable status and the percentage interest of Unit 1605 is higher due to the unit not being affordable status.
 5. Phase 9 of the Condominium consisted of Building 16 which contains six (6) townhouse units and five (5) garage spaces. The garage spaces were inadvertently left off the Ninth phasing amendment adding Building 16 to the Condominium.
 6. Except as hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the said VRD Acquisition, LLC has caused these presents to be executed this 12th day of November, 2010.

VRD Acquisition, LLC

By: 

Name: Anthony Mesiti
Manager

EXHIBIT B**DESCRIPTION OF BUILDINGS**

There are seventeen (17) Buildings on the Land described in Exhibit A to this Master Deed contained in phases 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of the Condominium. Said Buildings are described as follows:

1. A one (1) story community building containing an Indoor swimming pool, shown on the Condominium Site Plan as "1 Story Community Building #5, #5 Harvest Drive".
2. A three (3) story building consisting of thirty eight (38) residential Units shown on the Condominium Site Plan as "3 Story 38 Unit Building #2, #2 Harvest Drive." Said building contains Unit 101 through 312.
3. A two and one-half (2 1/2) story building consisting of twelve (12) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 1/2 Story 12 Unit Building #6 601-612 Alder Way." Said building contains Units 601-612.
4. A one (1) story building consisting of five (5) Garages shown on the Condominium Site Plan as "1 Story 5 Car Garage Building #7".
5. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building #8".
6. A three (3) story building consisting of thirty eight (38) residential Units and forty (40) Indoor Parking Spaces, shown on the Condominium Site Plan as "3 Story 38 Unit Building #3, #3 Harvest Drive". Said building contains Units 101 through 312.
7. A two and one-half (2 1/2) story building consisting of six (6) residential Townhouse Units and one (1) Garage shown on the Condominium Site Plan as "2 1/2 Story 6 Unit Building #9 901-906 Alder Way". Said building contains Unit 901 through 906.
8. A one (1) story building consisting of nine (9) Garages shown on the Condominium site Plan as "1 Story 9 Car Garage Building #10".
9. A two and one-half (2 1/2) story building consisting of six (6) residential Townhouse Units shown on the Condominium Site Plan as "2 1/2 Story 6 Unit Building #11 1101-1106 Acorn Drive". Said building contains Unit 1101 through 1106.
10. A one (1) story building consisting of six (6) Garages shown on the Condominium Site Plan as "1 Story 6 Car Garage Building #12".
11. A two and one-half (2 1/2) story building consisting of six (6) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 1/2 Story 6 Unit Building #13 1301-1306 Basswood Circle". Said building contains Unit 1301 through 1306.
12. A two and one-half (2 1/2) story building consisting of five (5) residential Townhouse Units and four (4) Garages shown on the Condominium Site Plan as "2 1/2 Story 6 Unit Building #14 1401-1405 Basswood Circle". Said building contains Units 1401 through 1405.
13. A two and one-half (2 1/2) story building consisting of three (3) residential Townhouse Units and three (3) Garages shown on the Condominium Site Plan as "2 1/2 Story 6 Unit Building #15 1501-1503 Basswood Circle". Said building contains Units 1501 through 1503.
14. A three (3) story building consisting of two sections (4N and 4E) containing a total of seventy seven (77) residential Units and eighty four (84) Indoor Parking Spaces. 4N is shown on the Condominium Site Plan as "3 Story 36 Unit Building #4N, #4 Harvest Drive" and 4E is shown on the Condominium Site Plan as "3 Story 36 Unit Building

#4E, #4 Harvest Drive". Said Building 4E contains Units 101 through 112, 201 through 212, and Units 301 through 312 and building 4N contains Units 113 through 125, 213 through 226 and 313 through 326.

15. A three (3) story building consisting of thirty (38) residential Units, shown on the Condominium Site Plan as "3 Story 38 Unit Building #1, #1 Harvest Drive". Said building contains Units 101 through 312.
16. A two and one-half (2 ½) story building consisting of six (6) residential Units and five (5) Garages shown on the Condominium Site Plan as "2 ½ Story Building #16".
17. A two and one-half (2 ½) story building consisting of three (3) residential Units shown on the Condominium Site Plan as "2 ½ Story Building #17".

EXHIBIT C
DESCRIPTION OF UNITS

| Bldg # ¹ | Unit # | # of Rooms ² | Approx. Sq. Ft. ³ | Location/ Floor(s) | Proportionate Interest (%) for Units |
|---------------------|--------|-------------------------|------------------------------|--------------------|--------------------------------------|
| 2 | 101 | 4 | 1154 | First | 0.427973% |
| 2 | 102 | 4 | 1159 | First | 0.427973% |
| 2 | 103 | 3 | 860 | First | 0.334354% |
| 2 | 104 | 3 | 852 | First | 0.333017% |
| 2 | 105 | 3 | 856 | First | 0.333017% |
| 2 | 106 | 4 | 1077 | First | 0.427973% |
| 2 | 107 | 3 | 852 | First | 0.334354% |
| 2 | 108 | 4 | 1077 | First | 0.427973% |
| 2 | 109 | 3 | 855 | First | 0.333017% |
| 2 | 110 | 3 | 852 | First | 0.333017% |
| 2 | 111 | 3 | 859 | First | 0.334354% |
| 2 | 112 | 4 | 1159 | First | 0.427973% |
| 2 | 113 | 4 | 1152 | First | 0.427973% |
| 2 | 201 | 4 | 1116 | Second | 0.427973% |
| 2 | 202 | 4 | 1117 | Second | 0.427973% |
| 2 | 203 | 4 | 1039 | Second | 0.363777% |
| 2 | 204 | 4 | 1259 | Second | 0.427973% |
| 2 | 205 | 3 | 814 | Second | 0.334354% |
| 2 | 206 | 4 | 1035 | Second | 0.363777% |

¹ As shown on the Condominium Site Plan. The post office address for: (i) Building 1 is 1 Harvest Drive, North Andover, MA 01845; (ii) Building 2 is 2 Harvest Drive, North Andover, MA 01845; (iii) Building 6 is 601-612 Alder Way, North Andover, MA 01845; (iv) Building 3 is 3 Harvest Drive, North Andover, MA 01845; (v) Building 9 is 901-906 Alder Way, North Andover, MA 01845; (vi) Building 11 is 1101-1106 Acorn Drive, North Andover, MA 01845; (vii) Building 13 is 1301-1306 Basswood Circle, North Andover, MA 01845; (viii) Building 14 is 1401-1405 Basswood Circle, North Andover, MA 01845; (ix) Building 15 is 1501-1503 Basswood Circle, North Andover, MA 01845; (x) Building 4N and 4E are 4 Harvest Drive, North Andover, MA 01845; (xi) Building 1 is 1 Harvest Drive, North Andover, MA 01845; (xii) Building 16 is 1601-1606 Catalpa Drive, North Andover, MA 01845 (xiii) Building 17 is 1701-1703 Dogwood Circle, North Andover, MA 01845

² Closets, Mechanical Closets, Mechanical rooms, Bathrooms, Balconies and Decks are not included in the number of rooms in the column headed # of Rooms.

³ The approximate area of the Unit in square feet set forth does not include any balcony or deck.

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 2 | 207 | 3 | 857 | Second | 0.333017% |
| 2 | 208 | 4 | 1036 | Second | 0.427973% |
| 2 | 209 | 3 | 813 | Second | 0.334354% |
| 2 | 210 | 4 | 1261 | Second | 0.427973% |
| 2 | 211 | 4 | 1032 | Second | 0.363777% |
| 2 | 212 | 4 | 1117 | Second | 0.427973% |
| 2 | 213 | 4 | 1118 | Second | 0.427973% |
| 2 | 301 | 4 | 1121 | Third | 0.427973% |
| 2 | 302 | 4 | 1118 | Third | 0.427973% |
| 2 | 303 | 4 | 1043 | Third | 0.363777% |
| 2 | 304 | 4 | 1267 | Third | 0.427973% |
| 2 | 305 | 4 | 1257 | Third | 0.427973% |
| 2 | 306 | 4 | 1031 | Third | 0.363777% |
| 2 | 307 | 4 | 1257 | Third | 0.427973% |
| 2 | 308 | 4 | 1038 | Third | 0.427973% |
| 2 | 309 | 4 | 1035 | Third | 0.427973 |
| 2 | 310 | 4 | 1264 | Third | 0.427973% |
| 2 | 311 | 4 | 1117 | Third | 0.363777% |
| 2 | 312 | 4 | 1121 | Third | 0.427973% |
| 6 | 601 | 6 | 1912 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 602 | 5 | 1911 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 603 | 5 | 1904 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 604 | 6 | 1919 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 605 | 6 | 2044 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 606 | 6 | 1916 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 607 | 5 | 1909 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 608 | 5 | 1911 | 1 st ,2 nd ,3 rd | 0.397213% |
| 6 | 609 | 5 | 1905 | 1 st ,2 nd ,3 rd | 0.561715% |
| 6 | 610 | 5 | 1911 | 1 st ,2 nd ,3 rd | 0.397213% |
| 6 | 611 | 6 | 1908 | 1 st ,2 nd ,3 rd | 0.561715 % |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|-----------------------------------|--------------------------------------|
| 6 | 612 | 7 | 1905 | 1 st , 2 nd | 0.5617159% |
| 3 | 101 | 4 | 1149 | First | 0.427973% |
| 3 | 102 | 4 | 1155 | First | 0.427973% |
| 3 | 103 | 4 | 1054 | First | 0.427973% |
| 3 | 104 | 3 | 859 | First | 0.333017% |
| 3 | 105 | 3 | 850 | First | 0.333017% |
| 3 | 106 | 4 | 1080 | First | 0.427973% |
| 3 | 107 | 3 | 847 | First | 0.334354% |
| 3 | 108 | 4 | 1079 | First | 0.427973% |
| 3 | 109 | 3 | 854 | First | 0.333017% |
| 3 | 110 | 3 | 858 | First | 0.333017% |
| 3 | 111 | 4 | 1051 | First | 0.427973% |
| 3 | 112 | 4 | 1150 | First | 0.427973% |
| 3 | 113 | 4 | 1152 | First | 0.427973% |
| 3 | 201 | 4 | 1116 | Second | 0.427973% |
| 3 | 202 | 4 | 1114 | Second | 0.427973% |
| 3 | 203 | 4 | 1029 | Second | 0.363777% |
| 3 | 204 | 4 | 1264 | Second | 0.427973% |
| 3 | 205 | 3 | 809 | Second | 0.334354% |
| 3 | 206 | 4 | 1034 | Second | 0.3663777% |
| 3 | 207 | 3 | 848 | Second | 0.333017% |
| 3 | 208 | 4 | 1035 | Second | 0.427973% |
| 3 | 209 | 3 | 806 | Second | 0.334354% |
| 3 | 210 | 4 | 1264 | Second | 0.427973% |
| 3 | 211 | 4 | 1026 | Second | 0.363777% |
| 3 | 212 | 4 | 1115 | Second | 0.427973% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 3 | 213 | 4 | 1111 | Second | 0.427973% |
| 3 | 301 | 4 | 1112 | Third | 0.427973% |
| 3 | 302 | 4 | 1114 | Third | 0.427973% |
| 3 | 303 | 4 | 1030 | Third | 0.363777% |
| 3 | 304 | 4 | 1267 | Third | 0.427973% |
| 3 | 305 | 4 | 1243 | Third | 0.427973% |
| 3 | 306 | 4 | 1058 | Third | 0.363777% |
| 3 | 307 | 4 | 1243 | Third | 0.427973% |
| 3 | 308 | 4 | 1042 | Third | 0.427973% |
| 3 | 309 | 4 | 1028 | Third | 0.427973% |
| 3 | 310 | 4 | 1270 | Third | 0.427973% |
| 3 | 311 | 4 | 1107 | Third | 0.427973% |
| 3 | 312 | 4 | 1120 | Third | 0.427973% |
| 9 | 901 | 6 | 1896 | 1 st , 2 nd , 3 rd | 0.561715% |
| 9 | 902 | 5 | 1918 | 1 st , 2 nd , 3 rd | 0.397213% |
| 9 | 903 | 6 | 1912 | 1 st , 2 nd , 3 rd | 0.561715% |
| 9 | 904 | 6 | 1912 | 1 st , 2 nd , 3 rd | 0.561715% |
| 9 | 905 | 5 | 1916 | 1 st , 2 nd , 3 rd | 0.397213% |
| 9 | 906 | 7 | 1905 | 1 st , 2 nd , 3 rd | 0.561715% |
| 11 | 1101 | 6 | 1636 | 1 st , 2 nd | 0.561715% |
| 11 | 1102 | 5 | 1917 | 1 st , 2 nd , 3 rd | 0.561715% |
| 11 | 1103 | 6 | 2106 | 1 st , 2 nd , 3 rd | 0.397213% |
| 11 | 1104 | 5 | 1715 | 1 st , 2 nd , 3 rd | 0.561715% |
| 11 | 1105 | 5 | 1911 | 1 st , 2 nd , 3 rd | 0.561715% |
| 11 | 1106 | 6 | 1646 | 1 st , 2 nd | 0.561715% |
| 13 | 1301 | 6 | 1909 | 1 st , 2 nd , 3 rd | 0.561715% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 13 | 1302 | 5 | 1915 | 1 st , 2 nd , 3 rd | 0.397213% |
| 13 | 1303 | 5 | 1917 | 1 st , 2 nd , 3 rd | 0.561715% |
| 13 | 1304 | 5 | 1720 | 1 st , 2 nd , 3 rd | 0.397213% |
| 13 | 1305 | 6 | 2110 | 1 st , 2 nd , 3 rd | 0.397213% |
| 13 | 1306 | 7 | 1936 | 1 st , 2 nd | 0.561715% |
| 14 | 1401 | 6 | 2099 | 1 st , 2 nd , 3 rd | 0.397213% |
| 14 | 1402 | 5 | 1712 | 1 st , 2 nd , 3 rd | 0.397213% |
| 14 | 1403 | 5 | 1907 | 1 st , 2 nd , 3 rd | 0.561715% |
| 14 | 1404 | 5 | 1910 | 1 st , 2 nd , 3 rd | 0.397213% |
| 14 | 1405 | 6 | 1897 | 1 st , 2 nd , 3 rd | 0.397213% |
| 15 | 1501 | 6 | 1896 | 1 st , 2 nd , 3 rd | 0.561715% |
| 15 | 1502 | 5 | 1909 | 1 st , 2 nd , 3 rd | 0.397213% |
| 15 | 1503 | 5 | 1566 | 1 st , 2 nd | 0.561715% |
| 4E | 101 | 4 | 1146 | First | 0.427973% |
| 4E | 102 | 4 | 1151 | First | 0.427973% |
| 4E | 103 | 4 | 1058 | First | 0.363777% |
| 4E | 104 | 4 | 1295 | First | 0.427973% |
| 4E | 105 | 4 | 1073 | First | 0.427973% |
| 4E | 106 | 4 | 1297 | First | 0.363777% |
| 4E | 107 | 4 | 1074 | First | 0.427973% |
| 4E | 108 | 3 | 856 | First | 0.333017% |
| 4E | 109 | 4 | 1296 | First | 0.427973% |
| 4E | 110 | 4 | 1293 | First | 0.427973% |
| 4E | 111 | 4 | 1292 | First | 0.427973% |
| 4E | 112 | 3 | 816 | First | 0.333017 |
| 4N | 113 | 4 | 1340 | First | 0.427973% |
| 4N | 114 | 4 | 1215 | First | 0.427973% |
| 4N | 115 | 4 | 1297 | First | 0.363777% |
| 4N | 116 | 4 | 1268 | First | 0.363777% |
| 4N | 117 | 4 | 1268 | First | 0.427973% |
| 4N | 118 | 3 | 860 | First | 0.334354% |
| 4N | 119 | 4 | 1080 | First | 0.363777% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|--------------------|--------------------------------------|
| 4N | 120 | 4 | 1294 | First | 0.363777% |
| 4N | 121 | 4 | 1073 | First | 0.427973% |
| 4N | 122 | 4 | 1297 | First | 0.427973% |
| 4N | 123 | 4 | 1057 | First | 0.363777% |
| 4N | 124 | 4 | 1149 | First | 0.427973% |
| 4N | 125 | 4 | 1149 | First | 0.427973% |
| 4E | 201 | 4 | 1108 | Second | 0.427973% |
| 4E | 202 | 4 | 1113 | Second | 0.427973% |
| 4E | 203 | 4 | 1020 | Second | 0.427973% |
| 4E | 204 | 4 | 1253 | Second | 0.427973% |
| 4E | 205 | 4 | 1035 | Second | 0.363777% |
| 4E | 206 | 4 | 1255 | Second | 0.363777% |
| 4E | 207 | 4 | 1035 | Second | 0.427973% |
| 4E | 208 | 4 | 1271 | Second | 0.427973% |
| 4E | 209 | 4 | 1255 | Second | 0.363777% |
| 4E | 210 | 4 | 1256 | Second | 0.427973% |
| 4E | 211 | 4 | 1255 | Second | 0.427973% |
| 4E | 212 | 3 | 738 | Second | 0.333017% |
| 4N | 213 | 4 | 1304 | Second | 0.427973% |
| 4N | 214 | 2 | 1369 | Second | 0.334354% |
| 4N | 215 | 4 | 1179 | Second | 0.427973% |
| 4N | 216 | 4 | 1261 | Second | 0.363777% |
| 4N | 217 | 4 | 1230 | Second | 0.427973% |
| 4N | 218 | 4 | 1227 | Second | 0.363777% |
| 4N | 219 | 4 | 1033 | Second | 0.363777% |
| 4N | 220 | 4 | 1269 | Second | 0.427973% |
| 4N | 221 | 4 | 1033 | Second | 0.427973% |
| 4N | 222 | 4 | 1255 | Second | 0.363777% |
| 4N | 223 | 4 | 1036 | Second | 0.427973% |
| 4N | 224 | 4 | 1255 | Second | 0.427973% |
| 4N | 225 | 4 | 1112 | Second | 0.427973% |
| 4N | 226 | 4 | 1111 | Second | 0.427973% |
| 4E | 301 | 4 | 1110 | Third | 0.427973% |
| 4E | 302 | 4 | 1110 | Third | 0.427973% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|-------------------|--------------------------------------|
| 4E | 303 | 4 | 1020 | Third | 0.363777% |
| 4E | 304 | 4 | 1259 | Third | 0.427973% |
| 4E | 305 | 4 | 1035 | Third | 0.427973% |
| 4E | 306 | 4 | 1259 | Third | 0.427973% |
| 4E | 307 | 4 | 1043 | Third | 0.363777% |
| 4E | 308 | 4 | 1271 | Third | 0.427973% |
| 4E | 309 | 4 | 1255 | Third | 0.427973% |
| 4E | 310 | 4 | 1256 | Third | 0.363777% |
| 4E | 311 | 4 | 1254 | Third | 0.427973% |
| 4E | 312 | 3 | 741 | Third | 0.334354% |
| 4N | 313 | 4 | 1304 | Third | 0.427973% |
| 4N | 314 | 2 | 1369 | Third | 0.334354% |
| 4N | 315 | 4 | 1179 | Third | 0.427973% |
| 4N | 316 | 4 | 1264 | Third | 0.363777% |
| 4N | 317 | 4 | 1230 | Third | 0.427973% |
| 4N | 318 | 4 | 1225 | Third | 0.427973% |
| 4N | 319 | 4 | 1034 | Third | 0.363777% |
| 4N | 320 | 4 | 1269 | Third | 0.427973% |
| 4N | 321 | 4 | 1034 | Third | 0.427973% |
| 4N | 322 | 4 | 1260 | Third | 0.427973% |
| 4N | 323 | 4 | 1037 | Third | 0.363777% |
| 4N | 324 | 4 | 1258 | Third | 0.427973% |
| 4N | 325 | 4 | 1112 | Third | 0.427973% |
| 4N | 326 | 4 | 1112 | Third | 0.427973% |
| 1 | 101 | 4 | 1154 | First | 0.363777% |
| 1 | 102 | 4 | 1156 | First | 0.427973% |
| 1 | 103 | 3 | 855 | First | 0.334354% |
| 1 | 104 | 3 | 852 | First | 0.333017% |
| 1 | 105 | 3 | 852 | First | 0.333017% |
| 1 | 106 | 4 | 1074 | First | 0.427973% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|--------------------|--------------------------------------|
| 1 | 107 | 3 | 849 | First | 0.334354% |
| 1 | 108 | 4 | 1079 | First | 0.427973% |
| 1 | 109 | 3 | 851 | First | 0.333017% |
| 1 | 110 | 3 | 852 | First | 0.333017% |
| 1 | 111 | 3 | 857 | First | 0.334354% |
| 1 | 112 | 4 | 1155 | First | 0.427973% |
| 1 | 113 | 4 | 1154 | First | 0.427973% |
| 1 | 201 | 4 | 1115 | Second | 0.427973% |
| 1 | 202 | 4 | 1115 | Second | 0.427973% |
| 1 | 203 | 4 | 1035 | Second | 0.363777% |
| 1 | 204 | 4 | 1271 | Second | 0.427973% |
| 1 | 205 | 3 | 812 | Second | 0.334354% |
| 1 | 206 | 4 | 1035 | Second | 0.427973% |
| 1 | 207 | 3 | 850 | Second | 0.333017% |
| 1 | 208 | 4 | 1034 | Second | 0.427973% |
| 1 | 209 | 3 | 813 | Second | 0.334354% |
| 1 | 210 | 4 | 1261 | Second | 0.427973% |
| 1 | 211 | 4 | 1032 | Second | 0.363777% |
| 1 | 212 | 4 | 1121 | Second | 0.427973% |
| 1 | 213 | 4 | 1118 | Second | 0.427973% |
| 1 | 301 | 4 | 1120 | Third | 0.427973% |
| 1 | 302 | 4 | 1118 | Third | 0.427973% |
| 1 | 303 | 4 | 1037 | Third | 0.363777% |
| 1 | 304 | 4 | 1263 | Third | 0.427973% |
| 1 | 305 | 4 | 1250 | Third | 0.427973% |
| 1 | 306 | 4 | 1034 | Third | 0.427973% |
| 1 | 307 | 4 | 1253 | Third | 0.363777% |
| 1 | 308 | 4 | 1038 | Third | 0.427973% |
| 1 | 309 | 4 | 1033 | Third | 0.427973% |
| 1 | 310 | 4 | 1264 | Third | 0.427973% |

| Bldg # | Unit # | # of Rooms | Approx. Sq. Ft. | Location/ Floor(s) | Proportionate Interest (%) for Units |
|--------|--------|------------|-----------------|---|--------------------------------------|
| 1 | 311 | 4 | 1117 | Third | 0.363777% |
| 1 | 312 | 4 | 1121 | Third | 0.427973% |
| 16 | 1601 | 4 | 1998 | 1 st , 2 nd | 0.561715% |
| 16 | 1602 | 5 | 2109 | 1 st , 2 nd , 3 rd | 0.561715% |
| 16 | 1603 | 5 | 2366 | 1 st , 2 nd , 3 rd | 0.561715% |
| 16 | 1604 | 5 | 2111 | 1 st , 2 nd , 3 rd | 0.397213% |
| 16 | 1605 | 5 | 2114 | 1 st , 2 nd , 3 rd | 0.561715% |
| 16 | 1606 | 6 | 2180 | 1 st , 2 nd | 0.561715% |
| 17 | 1701 | 7 | 2764 | 1 st , 2 nd , 3 rd | 0.561715% |
| 17 | 1702 | 6 | 2264 | 1 st , 2 nd , 3 rd | 0.397213% |
| 17 | 1703 | 6 | 2283 | 1 st , 2 nd , 3 rd | 0.561715% |
| | | | | | 100.000000% |

Immediate common areas to which each Unit has access are the common hallways or Building exterior, as shown on the Floor Plans.

