

**MASTER DEED**  
**OF**  
**LEWIS LANDING CONDOMINIUMS**

The undersigned, **Dana Lewis**, of 18 Tanner Lane, Fairhaven, MA 02719, hereinafter called the "Declarant," being the sole owner of the land with the building thereon known as and numbered vacant land Huttleston Avenue, Fairhaven, Bristol County, Massachusetts, as more particularly described on **Exhibit A**, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements to be erected thereon, and all easements, rights and appurtenances belonging thereto, now and in the future, hereinafter called the "Premises," to the provisions of Massachusetts General Laws, Chapter 183A ("Chapter 183A"), and does hereby create a condominium with respect to the Premises, to be governed by and subject to the provisions of said Chapter 183A.

1. DEFINITIONS

Building: The existing buildings on the Land, containing twelve (12) Units which may be used for residential use, make up the Condominium, as more particularly described in Section 3 and on **Exhibit A** attached hereto.

Bylaws: The Bylaws of the Condominium, attached as Exhibit A to the Declaration of Trust.

Chapter 183A: Chapter 183A of the Massachusetts General Laws, as the same may be amended from time to time.

Common Charges: As defined in the Declaration of Trust.

Common Elements: Those areas and facilities of the Condominium that are for the common use of all Unit Owners, except Limited Common Elements, as more particularly described in Section 5.

Commonwealth: The Commonwealth of Massachusetts.

The Condominium: The Condominium created by this Master Deed, commonly known as "LEWIS LANDING CONDOMINIUMS".

Condominium Managing Agent: As defined in the Declaration of Trust.

Condominium Trust: A trust through which the Unit Owners shall manage and regulate the Condominium, formed under the Declaration of Trust, as more particularly described in Section 10.

Declarant: Dana Lewis, and his successors and assigns.

Declaration of Trust: The Declaration of Trust of the Condominium Trust dated of even date herewith and recorded with the Registry herewith.

Land: That parcels of land in Fairhaven, Massachusetts with the Buildings located thereon, as more particularly described in **Exhibit A**.

Legal Requirements: Any applicable law, order, rule, regulation, permit or approval of any court, or any local or state governmental entity or governmental agency of competent jurisdiction.

Limited Common Elements: Separated portion(s) of the common areas and facilities of the Condominium that are for the exclusive use of a designated Unit, subject to the rights of the Trust as set forth herein and as more particularly described in Section 5 (hereinafter referred to as "Exclusive Use Areas" or "Limited Common Elements").

Listed Mortgagee: A Mortgagee of which the Trustees have received written notice pursuant to and in conformance with the provisions of the Declaration of Trust.

Master Deed: This Master Deed creating the Condominium.

Mortgagee: Any holder of a mortgage of record on a Unit, including, without limitation, a Listed Mortgagee.

Percentage Interest(s): The undivided ownership interest(s) of Unit Owners in the Common Elements, as set forth on **Exhibit B**, attached hereto and incorporated herein by reference and more particularly defined in Section 5, as the same may be adjusted from time to time as permitted herein pursuant to Section 8 and Section 9.

Plans: The Site Plan and the Floor Plans depicting the Condominium, recorded herewith, as more particularly described in Section 6 and listed on **Exhibit C**, as the same may be amended from time to time as permitted herein.

Registry: The Bristol County Registry of Deeds; all references to the Book and Page of a recorded instrument pertain to the Registry.

Rules and Regulations: The rules and regulations enacted by the Trustees pursuant to the provisions of Chapter 183A and attached as Exhibit B to the Declaration of Trust.

Site Plan: The plans showing the Land, existing Building, related improvements and adjacent public ways, and relevant landmarks, if any (See **Exhibit C**).

Trustees: The trustees of the Condominium Trust through which the Unit Owners will manage and regulate the Condominium, as more particularly described in Section 10 of this Master Deed and in the Declaration of Trust.

Unit(s): The twelve (12) individual units comprising the Condominium.

Unit Deed: The deed conveying an individual Unit of the Condominium.

Unit Owner(s): The record owner(s) of any Unit(s) in the Condominium.

Capitalized terms used but not defined herein shall have the small meaning ascribed to them in the Declaration of Trust.

2. DESCRIPTION OF THE LAND

The premises that constitute the Condominium consists of the Land described on **Exhibit A**, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors in title and their nominees, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including, but not limited to, transportation of construction materials to complete any necessary construction work on the Condominium. Nothing in this Paragraph shall be deemed to create any rights in the general public.

3. DESCRIPTION OF THE BUILDING – DECLARANT’S RESERVED RIGHTS

A. The proposed buildings on said land is described on **Exhibit C**, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said buildings are hereinafter called the “Building.”

The Declarant, for itself and its successors and assigns, also expressly reserves certain exclusive rights and easements to enter onto the Land and complete any necessary construction of the Common Elements and the Building, along with improvements, utility lines, walkways, driveways, wires, pipes, conduits, sewage and drainage lines to service the Building, Units, and/or other improvements constructed on the Land.

In addition to all other rights of Declarant hereunder, until the later of (i) the initial transfer of the last Unit to a third party or (ii) three years from the date of this Master Deed, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond any Unit sold to a third party unaffiliated with Declarant, for all lawful purposes necessary or desirable to Declarant. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Land for the installation and maintenance of utilities.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant has further reserved and hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Units is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed:

- (i) to access, ingress, and egress over and upon the Land, the Common Elements and Limited Common Elements of the Condominium, including as deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, maintenance, improvement, and other work in progress or contemplated by Declarant;
- (ii) to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Building and/or Units, the Common Elements and Limited Common Elements and all conduits, ducts, plumbing, wiring, and other facilities

for the furnishing of power, gas, light, cable television, water, air and all sewer and drainage pipes, as applicable, to serve any or all of the Building and/or Units, the Common Elements and Limited Common Elements;

- (iii) to construct improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation, the exclusive right to grant to others, including, without limitation, any public utility or authority, easements for the installation and maintenance of utilities;
- (iv) to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit;
- (v) to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Units Owners of the Common Elements and Limited Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to its Unit during such periods of restriction);
- (vi) to leave debris resulting from construction in the Common Elements and Limited Common Elements, but only during construction periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable;
- (vii) to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and services provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewage and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in Building, Units, the Common Elements or Limited Common Elements without liability for such interruption of service, provided, however that the Declarant shall use reasonable efforts to minimize any such interruption of service;
- (viii) and, in general, to do all things necessary or desirable in order to construct and complete the Building and/or Units, and the Common Elements and Limited Common Elements in connection therewith.

B. Declarant's Reserved Rights as Unit Owner. Notwithstanding any other provision of this Master Deed or in the related Declaration of Trust, as long as the Declarant holds or controls title to any Unit, the Declarant, for itself and for its successors and assigns, expressly reserves the rights:

- (i) to let or lease Units owned by the Declarant to any third party;

- (ii) to use any Units owned or leased by the Declarant as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, meetings, and the sale or leasing of Units;
- (iii) to hold and exercise easements for access, ingress and egress on and over the Condominium to tour any prospective purchaser and show the Common Elements, Limited Common Elements, and the Building to such purchaser, to install and maintain such structures, displays, advertising signs, billboards, flags, balloons, banners, sales offices, model homes, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers as may be necessary or convenient for the proper development and disposition of Units by sale, resale, lease or otherwise;
- (iv) to connect Units with each other and with adjacent areas which are Common Elements for the purpose of creating a larger single Unit, and/or to subdivide Units for the purpose of creating separate Units, Limited Common Elements, and additional areas which are Common Elements prior to the initial conveyance of the modified Units by Declarant, and for such purposes, cuts may be made in the common portions of the walls, floors and ceilings immediately adjoining the modified Units, Limited Common Elements, and Common Elements and walls and partitions may be removed, constructed or rearranged by the Declarant within the modified Units, Limited Common Elements, and Common Elements, provided that unmodified Units shall remain undisturbed. To the extent such modifications to such Units require under Chapter 183A an amendment to this Master Deed (including any exhibit hereto) or the Plans, or both, Declarant may so amend this Master Deed (and any such exhibit hereto) or the Plans, or both, without the consent of any other Unit Owner or the Trustees. If such Units are connected, the resulting Unit shall have all of the rights and obligations appurtenant to the separate Units which were combined as well as such other special easements and rights as the Declarant may grant in any Common Elements and Limited Common Elements exclusively adjoining or serving the combined Unit (the Declarant hereby reserving the right so to grant such other special easement rights).

#### 4. DESCRIPTION OF THE UNITS

A. The proposed four Buildings contains three Units each, being more particularly described as to designation, location, number of rooms, approximate area, Percentage Interest in Common Elements and immediately accessible Common Elements and Limited Common Elements in **Exhibit B** attached hereto and/or on the Plans in **Exhibit C** recorded herewith, which are hereby incorporated herein by this reference.

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

- (i) Floors: the plane of the top surface of the subflooring and just below any floor covering (i.e. carpet, wood or tile) for such Unit;
- (ii) Interior Walls Separating the Units from other Units or Common Elements: the plane of the surface of the drywall facing the studs to which such drywall is attached;
- (iii) Exterior Building Walls: the plane of the surface of the drywall facing the studs to which such drywall is attached.
- (iv) Ceilings: the plane of the lowest surface of the framing of the ceiling or roof above such Unit;
- (v) Exterior Windows the side of the glass facing the exterior of the Unit;
- (vi) Exterior Doors: the exterior finished surface of such door.

C. Included as part of each Unit are: (1) interior ceilings and floor coverings; (2) air-conditioning and heating components serving only one Unit, whether located within or without the designated boundaries of such Unit; and (3) subject to the following sentence, all space, interior partitions, fixtures and improvements (including, without limitation, sinks, bathtubs, toilets and other plumbing facilities, hot water heaters and boilers, refrigerators, ovens and other appliances and chutes, flues, ducts, conduits or wires serving only the Unit) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lie partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit shall be deemed a part of that Unit; and any portions reserved for the use of and maintained at the cost of more than one Unit Owner shall be Common Elements. Each Unit Owner shall have the sole responsibility to bear the cost of maintenance, repair and replacement, as necessary, of all apparatus, which exclusively serves its respective Unit. A Unit Owner is hereby granted limited access to the area of the Common Elements in which the apparatus exclusively serving its Unit is located for the specific purposes of maintaining, repairing, or replacing as necessary that apparatus.

D. So long as Units are owned by the Declarant, the boundaries of such Units may be changed, modified, combined or subdivided and portions of the Units may be re-designated as Common Elements solely at the discretion of the Declarant, provided the same is in accordance with Chapter 183A.

E. The Units have, as appurtenant rights: (1) the undivided Percentage Interests in the Common Elements as set forth in **Exhibit B** attached hereto; (2) the right to use the Common Elements in common with others entitled thereto; and (3) the right to use the Limited Common Elements designated for the exclusive use of such Unit, as shown on the Site Plan attached as **Exhibit C**.

## 5. COMMON ELEMENTS

A. General Common Elements. As of the date of this Master Deed, the Common Elements include the following:

- (i) The Land, the air space around the Building, the rights of the Declarant, if any, in the street or sidewalk areas bordering such Land, together with the benefit of and subject to all rights and easements created by this Master Deed and all matters of record;
- (ii) The landscaping, roads, sidewalks, lighting fixtures and equipment, planters, benches, trash receptacles and other improvements located on the Land, excluding the Units;
- (iii) The foundation, footings, columns, girders, beams and supports, and the roof of the Building, exterior cladding, all structural or load-bearing interior walls, all exterior windows and doors, and those portions of the floors, exterior and interior Building walls and ceilings that are not included within the boundaries of any Unit as described in Section 4;
- (iv) All fire stairwells and corridors leading to and from such stairs to the exterior of the Building and the sprinkler systems, fire alarm systems, other life safety systems, if any, and control panels and corridors leading thereto;
- (v) Such telephone and data transmission equipment, conduit, cabling, antennas, transmitters and related devices which may serve the Units and which are not owned by any Unit Owner, and the space or room in which such equipment is housed, as shall be determined by the Trustees from time to time;
- (vi) Housekeeping rooms, storage rooms and mechanical rooms, if and wheresoever located within the Building;
- (vii) The common halls, corridors, and entrances and exits serving the Building as designated on the Plans;
- (viii) All heating, air-conditioning, refrigeration, co-generation electrical power system and other utility systems and equipment which serve the Common Elements and all of the Units, excluding however, any of the foregoing which are included as part of a Unit.
- (ix) All conduits, pipes, plumbing, wires, ductwork, feeders, equipment, fixtures, machinery, furnishings, installations and other facilities for the furnishing of utilities or services to which serve the Building, the Common Elements and all of the Units, excluding however, any of the foregoing which are included as part of a Unit;
- (x) The onsite septic system serving the Building and all of the Units.
- (xi) All other installations which are used by more than one Unit;

- (xii) All trash dumpsters as may be located at designated areas as determined by the Trustees from time to time; and
- (xiii) All other elements, features and portions of the Condominium designated as Common Elements on the Plans.
- (xiv) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

B. General Provisions.

(i) Determination of Percentage Interests. Each Unit in the Condominium shall be entitled to the Percentage Interest determined in accordance with **Exhibit B**.

(ii) Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner or other person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for herein or in the Declaration of Trust.

(iii) Easements to Use Common Elements. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all Common Elements, wherever located (including, without limitation, Common Elements located within other Units, if any), which serve such owner's Unit, provided each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of other Units for their permitted purposes and subject to any exclusive rights to use Limited Common Elements. Such easements shall be subject to the rights of the Trustees to adopt Rules and Regulations governing the use of the Common Elements.

(iv) Rights in Common Elements Subject to Master Deed, Etc. Notwithstanding anything to the contrary contained herein, the rights of each Unit Owner with respect to the Common Elements and Limited Common Elements, if any, are subject to (i) any rights, easements and limitations on use contained in other portions of this Master Deed, the Declaration of Trust and the Rules and Regulations, as the same may be amended from time to time, and (ii) the rights, easements and other restrictions set forth in **Exhibit A** hereto, including, without limitation, any city, state, or federal requirements.

(v) Rights of Access of the Trustees. Except as may be otherwise required by applicable Legal Requirements, the Trustees and any agent of the foregoing shall have, and are hereby granted, the right of access at all reasonable times and upon not less than one (1) business day's prior notice (except in the event of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium, or for the safety of the occupants of the Condominium or other persons, or to avoid the suspension of any necessary service to any portion of the Condominium)) to each Unit for purposes of operating, inspecting, protecting, maintaining, cleaning, repairing and replacing any Common Elements and correcting, terminating and removing acts or things that interfere with each Unit Owner's use and enjoyment of such Common Elements or are otherwise contrary to or in violation of the provisions of this Master Deed, the Declaration of Trust, the Rules and Regulations, or any Legal Requirements; and the Trustees may for such purpose maintain a master key system and/or require each Unit Owner to deposit a key to its Unit with the Trustees. Except as



may be otherwise required by applicable Legal Requirements, no Unit Owner may replace the lock on his/her Unit with a lock that does not conform to the master key system, if any. Any such replacement lock must be installed at the Unit Owner's sole cost and expense, by a contractor approved by the Trustees.

(vi) Encroachment. If any portion of the Common Elements or Limited Common Elements encroaches upon any portion of a Unit, or if any portion of a Unit encroaches upon any portion of any other Unit or the Common Elements or Limited Common Elements as a result of (a) settling or shifting of any building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when and as required by the Declaration of Trust) of the Trustees, or made by the Declarant as provided herein or in the Declaration of Trust, or (c) any alteration, repair or restoration of any portion of the Condominium after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same to the extent of and for the duration of such encroachment.

(vii) Additional Easements. Notwithstanding anything contained in this Master Deed, the Declaration of Trust or the Rule and Regulations, including, but not limited to, Section 7.H hereof, the Declarant, for so long as it holds or controls title to any Unit and thereafter, the Trustees, shall have the right to grant such additional electric, gas, steam, solar, chilled water, telecommunications (including, without limitation, for cellular phone service and satellite dishes), ventilation or other easements, licenses or agreements, whether for utilities or otherwise, as the Declarant or the Trustees, as the case may be, shall deem necessary or desirable, provided that such additional utilities or the rights granted pursuant to such agreements will not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and shall not result in the imposition of any mechanics' lien against any of the Units. Any utility company or agency and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, license or agreement, provided that such right of access shall be exercised in such a manner as to not unreasonably interfere with the use of the Units for their permitted purposes.

(viii) Security. The Trustees may, but shall not be obligated to, maintain or support certain activities within any building designed to make the building safer than it might otherwise be. Notwithstanding any references herein to a security system, fire access control system or other system of a similar nature, neither the Declarant, the Trustees nor any successor Declarant shall be considered insurers or guarantors of security within any building, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or the effectiveness of security measures undertaken.

(ix) Easements to Facilitate Sales of the Units. For so long as the Declarant owns any Unit, the Condominium shall be subject to the following easement in favor of the Declarant. The Declarant reserves the right to use the Common Elements and any Unit (or portion thereof) owned by the Declarant as models. The Declarant further reserves the right to maintain within the Common Elements such advertising signs as may comply with Legal Requirements to facilitate the sales of Units.

(x) Limited Common Elements. Limited Common Elements are separated portions of the Common Elements described in this Master Deed that are for the exclusive use, subject to the rights of the Trust as set forth herein, of one but fewer than all the Units. Limited Common Elements include, but are not limited to the following, subject to the Declarant's right at any time to modify, create, assign, adjust, sell, lease and/or transfer any Limited Common Element(s) in the Building:

1. Parking Spaces. To the extent a Unit shall be conveyed together with the benefit of the exclusive right to use one or more parking space(s) expressly assigned to that Unit as may be shown on the Site Plan, such license shall be assignable by the Unit Owner, provided that the Unit Owner agrees to indemnify and hold the Declarant and the Board of Trustees harmless from and against any loss, claim of damage with respect to or arising out of the use of said parking space by the assignee, and such assignee agrees in a writing filed with the Board of Trustees that such assignment shall be subject to all of the provisions of the Master Deed and the Declaration of Trust.

## 6. PLANS

The (a) Site Plan, and (b) the Floor Plans of the Condominium, each bearing the verified statement of a registered architect, engineer or land surveyor certifying that the Plans fully and accurately depict the same, as built, are recorded herewith. In the event of a conflict between the Plans and the terms and provisions of Section 4 hereof (Description of Units), the terms and provisions of Section 4 shall control, and in the event of a conflict between the Plans and the terms and provisions of Section 5 (Common Elements) the terms and provisions of Section 5 shall control.

## 7. USE OF UNITS AND COMMON ELEMENTS

A. Generally. Use of the Units for any purpose other than that specified herein is strictly prohibited. No "For Sale", "For Rent" or "For Lease" signs or other displays or advertising may be maintained or permitted on any part of the Condominium or in any Unit, nor shall any Unit be used or rented for transient purposes. The right is reserved for the Declarant, the Trustees and the Condominium Managing Agent to place availability signs on any unsold or unoccupied Units.

B. Rentals. The Condominium Managing Agent, in its sole discretion, for any reason or no reason, acting on behalf of and in consideration of the interests of all Unit Owners, may grant permission to a Unit Owner to lease the Unit Owner's Unit to a specified lessee for a period of not less than six (6) consecutive months. Units may be rented or leased only on the conditions set forth herein. All rentals or leases of Units (whether initial leases or renewals) shall be subject to the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations, and the lease or rental agreement must be in writing and shall be subject to the prior review and written approval of the Condominium Managing Agent and the requirements for approval, if any, of any Listed Mortgagee, as applicable. All tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations. The Condominium Managing Agent shall have the right, upon any failure of a Unit Owner or tenant to observe and comply with the terms and conditions of this Section 7, to levy fines against such Unit Owner, and such fines shall be deemed to be Common Charges and may be enforced and collected as such against such Unit Owner as set forth in the Declaration of Trust. Any Mortgagee is exempt from any said lease restrictions in the Deed Rider.

C. Compliance with Declaration of Trust. None of the Units, Common Elements, Limited Common Elements, or any portion of the foregoing, shall be used or maintained in a manner inconsistent with this Master Deed, the Declaration of Trust and the Rules and Regulations from time to time amended and pursuant thereto.

D. Rights of Declarant. Notwithstanding the foregoing, until the Declarant or a successor declarant has sold and conveyed all of the Units, the Declarant or its successors may, notwithstanding the provisions of Section 7.B hereof, rent, lease or license Units, furnished or unfurnished, for any term.

E. Compliance With Legal Requirements. No Unit or other portion of the Condominium shall be used for any purpose prohibited by any Legal Requirements. Compliance with all Legal Requirements shall be accomplished by and at the sole cost and expense of the Unit Owners. Each Unit Owner shall give prompt notice to the Trustees of any written notice it receives of any violation of any Legal Requirements affecting its Unit, any Limited Common Element, or the Condominium.

F. Nuisance Uses/Noises. In keeping with the operation of the Condominium as a first-class facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements or the Rules and Regulations, provided. For the purposes of this Section 7.G, the Trustees' decision as to what constitutes a nuisance shall be binding on the Unit Owners.

G. Construction Activities. Construction, fabrication or repair work or other installations involving noise may be conducted in any Unit as permitted under the Town of Fairhaven's then current zoning bylaws, unless necessitated by emergency. All construction and repair work requiring deliveries of materials or equipment and/or disposal of trash or debris shall be scheduled at least 24 hours in advance with the Condominium Managing Agent. Each Unit Owner shall be responsible for ensuring that its contractors abide by any rules pertaining to the Condominium and any instructions of the Condominium Managing Agent related to such contractor's presence in the Condominium. Each Unit Owner shall be responsible for any damage to the Common Elements, Limited Common Elements, or other Units attributable to such Unit Owner's construction or repair work. Prior to the commencement of such construction or repair work, each Unit Owner must provide the Trustees with evidence of such insurance as the Trustees may require pursuant to the provisions of this Master Deed and the Declaration of Trust. All construction or repair work shall be carried out in accordance with the provisions of this Master Deed and the Declaration of Trust.

H. Unit and Building Systems and Fixtures. Nothing shall be done in any Unit or in the Common Elements or Limited Common Elements that may impair the structural integrity of any building or the mechanical, electrical or plumbing systems, or that may structurally change any building, nor shall anything be altered or constructed on or removed from the Common Elements or Limited Common Elements, except upon the prior written consent of the Trustees. The toilets and other water and sewer apparatus, whether located in a Unit or in any other portion of the Condominium, shall be used only for the purposes for which they were designed. The cost of repairing any damage resulting from the misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

I. Condition and Appearance of Units and Common Elements. Each Unit Owner shall keep its Unit in a good state of preservation, repair and cleanliness and shall maintain the exterior of the Unit in an aesthetically pleasing manner as determined in the sole but reasonable discretion of the Trustees.

J. Window Treatments. All window treatments and other hanging material must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board and may not be installed closer than 1" to heating units.

K. Smoking. Smoking is strictly prohibited within all Units but is permissible in the designated area(s) outside the Building, or if none, no closer than fifty (50) feet from any door or open window. No person may smoke or carry any kind of lighted pipe, cigar, cigarette, tobacco or any other lighted tobacco smoking apparatus, equipment or product in any Unit or in any Limited Common Element or Common Element within the Building.

L. Benefit of Restrictions, Enforcement. The foregoing restrictions on the permitted uses of Units, the Common Elements and the Limited Common Elements shall be for the benefit of all Unit Owners and shall be enforceable solely by the Trustees. Said restrictions are intended to be perpetual, and to that end, may be extended by the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section 7, except such as occur during such Unit Owner's time of ownership.

M. Parking. Each Unit of the condominium may be assigned parking spaces for the exclusive use of the specific Unit. Unauthorized use of parking spaces which are expressly allocated for the exclusive use of another Unit owner is strictly prohibited. The Board of Trustees shall have the right to promulgate, implement and enforce rules and regulations governing conduct on the driveway, the walkways, and the parking lot as it deems fit.

N. Reference to Unit Owner. Whenever in this Section 7, reference is made to "Unit Owner," such term shall apply to the Unit Owner and to such Unit Owner's permitted tenants whether or not in residence, and to such Unit Owner's (or such permitted tenant's) family, employees, agents, visitors, guests, invitees or licensees. The Unit Owner is responsible for any violation of the provisions of this Section 7 by any such person or persons.

## 8. ALTERATION AND COMBINATION OF UNITS

A. Subject to the provisions set forth below, the Unit Owners, at their sole cost and expense, shall have the right within their respective Units to make alterations, additions, improvements and other repairs to the interior, non-structural portions of their Units (excluding the creation of any subterranean space), provided that such alterations, additions, improvements and repairs do not adversely affect the Common Elements, Limited Common Elements, the Building, or any other Unit. In all instances, all alterations, additions, improvements and repairs (i) must be completed in compliance with all Legal Requirements, all provisions of the Master Deed and the Declaration of Trust, and (ii) shall require the prior, written consent of the Trustees in the event the cost thereof exceeds \$10,000.00. The Unit Owners shall not make any structural modifications or any alterations to the mechanical, electrical or plumbing systems of the Building without the prior written consent of the Trustees.

B. No modifications shall be made to the exterior of the Building without first obtaining the prior written consent of the Trustees and any approval which may be required under the Wareham Zoning By-laws or Town Boards having jurisdiction thereof.

## 9. AMENDMENTS TO MASTER DEED

A. Except as otherwise provided in this Master Deed (including, without limitation, Section 3, Section 4.D, Section 8, and Sections 9.A(v) and 9.D below), this Master Deed may be amended only by (a) the affirmative vote of Unit Owners holding at least sixty percent (60%) of the total Percentage

Interests in the Condominium, (b) the vote of a majority of the Trustees, and (c) the assent of not less than sixty percent (60%) of the Listed Mortgagees (based upon one vote for each Unit subject to a mortgage). Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of the Unit Owners, the Listed Mortgagees, and the Trustees, is duly recorded with the Registry, provided, however, that:

- (i) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been recorded with 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, in addition to the voting requirements specified above, the same has been signed by the Unit Owner(s) whose Unit(s) or right(s) is so affected;
- (iii) No instrument of amendment that alters the Percentage Interest of any Unit Owner in the Common Elements shall be of any force or effect unless the same has been signed by the Unit Owner(s) whose Percentage Interest is being so affected;
- (iv) No instrument of amendment affecting any Unit in a manner that impairs the security of a Listed Mortgagee thereof shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been consented to by such Listed Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed);
- (v) Nothing in this Section 9 shall be deemed to impair the right of the Declarant, at any time and from time to time, until the Declarant no longer holds or controls title to any Unit to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any Listed Mortgagee thereof), the Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Master Deed or to any or all of the Plans, (b) enabling Declarant to exercise any of its rights reserved herein, (c) making technical and other appropriate non-material changes to this Master Deed as the Declarant deems necessary to effectuate the development of the Condominium or any building, or (d) bringing this Master Deed into compliance with Chapter 183A, to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Elements;
- (vi) Nothing in this Section 9 shall be deemed to impair the right of the Declarant, at any time to amend, alter, add to or change this Master Deed

without the consent of any Unit Owner (or any Listed Mortgagee thereof), the Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purpose of subjecting any additional phase of the condominium to the provisions of G.L. c. 183A. From and after the recording of such amendment(s), the Condominium shall include such phase added by such amendment(s), Units therein shall be subject to assessments and entitled to vote as provided in the Condominium Trust, and the percentage interest in the common areas and facilities of the Condominium held by all Unit owners shall be equitably adjusted.

- (vii) No instrument of amendment which alters the use to which any Unit may be put shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Units to be affected by such change;
- (viii) No instrument of amendment that alters the voting rights of any Unit Owner shall be effective unless, in addition to the voting requirement specified above, such instrument is signed by the Owner(s) of the Unit(s) to be affected by such change;
- (ix) No instrument of amendment that affects the Declarant's rights under Sections 3, 4.D or 5.B(vii) and (ix) shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns; and
- (x) 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 Chapter 183A shall be of any force and effect.

B. Special Amendment. Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the premises, the Declarant reserves the right and power to file and record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time without the consent of the Trustees, any Unit Owner, or their mortgagees, which amends this Master Deed:

- (i) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships;
- (ii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts or to meet the requirements of applicable laws and governmental regulations, permits, approval or directives; or
- (iii) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto provided such

Special Amendment does not materially and adversely affect rights and interests of the Unit Owners.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees of the Lewis Landing Condominium Trust at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Unit.

C. Declarant's Right to Amend Legal, Insurance or Mortgage Requirements. The Declarant hereby reserves to itself, and its successors and assigns, the right and power, without the consent of any other Unit Owner or any mortgagee other than the Declarant's mortgagee, or any of the Trustees of the Condominium Trust, to amend this Master Deed, at any time and from time to time, to meet the reasonable requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of the secondary mortgage market, or any lender, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

D. Declarant's Further Right to Amend. The Declarant hereby reserves to itself, and its successors and assigns, the right and power, in connection with the foregoing possible amendments, to make modifications and amendments to other sections of this Master Deed in order to bring them into conformity with the purposes of the foregoing amendments and any provisions, including, without limitation, changes in the description of the common areas and facilities, the units, and plans.

#### 10. ORGANIZATION OF UNIT OWNERS

A. The Condominium Trust has been formed and the Rules and Regulations have been enacted, both of which are dated of even date herewith and recorded with the Registry herewith. The name of the Condominium Trust is "Lewis Landing Condominium", and its mailing address is 18 Tanner Lane, Fairhaven, MA 02719.

B. The initial Trustee of the Condominium Trust is as follows: Dana Lewis.

C. The initial Trustee shall serve until his successor is elected pursuant to the provisions of the Declaration of Trust.

D. Each Unit Owner, by acceptance of the delivery of the deed to its Unit, shall thereby have consented to the provisions of this Section 10, including, without limitation, the right of the Declarant, its successors and assigns, to amend this Master Deed, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Subsection, each Unit Owner, by acceptance of a deed to a unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys in fact for each such Unit Owner, which

power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns, to make such amendment and amendments. Furthermore, each Unit Owner agrees to cooperate with the Declarant, its successors and assigns, if requested, in connection with the Declarant's efforts to obtain any zoning relief from the Town of Fairhaven that the Declarant may seek to effectuate, and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and its agents and other designees, to obtain such zoning relief, to perform any construction necessary, and to amend this Master Deed, at any time and from time to time.

#### 11. PROTECTION OF MORTGAGEES

Except with respect to those rights expressly reserved to the Declarant hereunder, the following provisions of this Section 11 shall apply notwithstanding any other provisions of this Master Deed, the Declaration of Trust or the Rules and Regulations thereof to the contrary, and shall be in addition to any other mortgagee protections contained herein or in the foregoing instruments or contained in Chapter 183A

A. Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or the Common Elements of the Condominium, unless at least sixty percent (60%) of the Listed Mortgagees (based upon one vote for each unit subject to a mortgage and representing at least sixty-seven percent (67%) in Percentage Interest of the mortgaged Units in the Condominium) have given their prior written approval, neither the Unit Owners nor the Trustees by amendment to this Master Deed or otherwise, shall:

- (i) by 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 Elements;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided, however, that the granting of easements for utilities or for other purposes consistent with the intended use of the Common Elements as set forth herein shall not be deemed an action for which prior approval of a mortgagee shall be required under this subsection;
- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium.

B. Except as may be otherwise provided by applicable law, any Listed Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid Common Charges which accrued prior to the acquisition of title to such Unit by such Listed Mortgagee.



C. Except as may be otherwise provided by applicable law, in no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of any Listed Mortgagee of the Unit 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 Elements of the Condominium.

D. Unless otherwise required by applicable law, any Listed Mortgagee, upon written request to the Trustees, which such request shall include such Listed Mortgagee's name and address and the Unit against which the mortgage in question has been placed, will be entitled to:

- (i) timely written notification of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;
- (ii) timely written notification of any 60-day delinquency in the payment of assessments or charges owed by the owner of the Unit on which it holds the mortgage;
- (iii) timely written notification of a lapse, cancellation or material modification of any insurance policy or fidelity insurance coverage maintained by the Trustees;
- (iv) timely written notification of any proposed action that requires the consent of a specified percentage of Listed Mortgagees;
- (v) inspect the Trustees' books and records during normal business hours or as otherwise specified in Chapter 183A, upon at least 48 hours' notice;
- (vi) receive an audited annual financial statement of the Condominium expenses within one hundred twenty (120) days following the end of the Condominium Trust's fiscal year; and
- (vii) timely written notice of all meetings of the Trustees, and to be permitted to designate a representative to attend all such meetings.

E. Unless Unit Owners representing at least sixty percent (60%) of the percentage interest in the Common Elements, and at least sixty percent (60%) (based upon one vote for each Unit subject to a mortgage) of the Listed Mortgagees, have given their prior approval, and the Declarant has expressly assented thereto and until such time as Declarant has sold all Units, no amendment shall be adopted which would make any material change to this Master Deed or the Declaration of Trust. A change with respect to any of the following matters is hereby deemed to be material:

- (i) voting rights;

- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (iii) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (iv) responsibility for maintenance and repair of the Condominium;
- (v) reallocation of interests in the Common Elements, or rights to their use;
- (vi) boundaries of any Unit;
- (vii) convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as provided in this Master Deed;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units, other than as set forth in this Master Deed or the Declaration of Trust;
- (xi) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey its Unit, other than as set forth in this Master Deed or the Declaration of Trust;
- (xii) a decision by the Trustees to establish self-management when professional management had been required previously by the Declaration of Trust or this Master Deed or by a Listed Mortgagee;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than as specified in this Master Deed;
- (xiv) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions hereof that expressly benefit Listed Mortgagees.

Any Listed Mortgagee that does not deliver to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this subsection (B), provided such written request is delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to the addition or change set forth in such request. An

affidavit by a majority of the Trustees making reference to this Section, when recorded with the Registry, shall be conclusive against all persons as to the facts set forth therein.

Nothing in this Section 11.E shall be deemed to derogate from any rights of the Declarant in this Master Deed, including, without limitation, those set forth in Section 9.

F. Any lien for Common Charges or other charges becoming due and payable on or after the date of filing of a first mortgage on any Unit shall have priority with respect to said mortgage as provided by Chapter 183A. A lien for Common Charges or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage, or deed in lieu of foreclosure, to the holder of a first mortgage, shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer, except as otherwise provided by Chapter 183A. Any such sale or transfer pursuant to a 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.

G. An account to contain working capital funds shall be established by the Declarant. Each Unit's initial share of the working capital funds shall be equal to at least two (2) months' estimated Common Charges for each Unit (each, a "Trust Contribution"), and must be paid by the Unit Owner to the Trustees at the time of closing of the initial sale of a Unit to such Unit Owner. Said fund shall be maintained in a segregated account for the use and the benefit of the Trustees. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to ensure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. The working capital fund established pursuant to this Section cannot be used to defray the expenses, reserve contributions or construction costs which are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits.

H. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

I. Nothing in this Master Deed shall be construed to impair the right of each Unit Owner to unrestricted ingress to and egress from its Unit, which right shall be perpetual and shall run with the Land as an appurtenant right to each Unit.

J. Any person taking title to a Unit through a foreclosure sale duly conducted by a Listed Mortgagee or by a deed in lieu of foreclosure shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed.

The Declarant intends that the provisions of this Section 11 and all other provisions of this Master Deed, comply with the requirements applicable to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of any applicable government agency having authority, other sections of this Master Deed, Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees, or with respect to any other matter, the greater percentage requirement shall control. The provisions of this Section 11 may not be amended without the prior written approval of a majority of the Trustees, Listed

Mortgagees representing at least sixty percent (60%) (based upon one vote for each Unit subject to a mortgage), and Unit Owners representing at least sixty-seven percent (67%) of the Percentage Interest in the Common Elements.

12. MISCELLANEOUS

A. Covenants Running with the Land. All provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with all instruments of record at the Registry and with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations, as the same may be amended from time to time. The acceptance of a deed or the execution of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations, as the same may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, lease or use and occupancy agreement thereof.

B. Trustees' Right to Cure. If any Unit Owner shall fail to perform any work or take any action required to be done or taken by such Unit Owner pursuant to this Master Deed, the Declaration of Trust or the Rules and Regulations, the Trustees, after giving written notice to Listed Mortgagees of such Unit of such failure to perform or take action and allowing such Listed Mortgagees not less than thirty (30) days to cure any such failure, may, but shall not be required to, perform or take such action and assess such Unit Owner for the costs thereof, for which such Unit Owner shall be liable in addition to and as part of such Unit Owner's share of the Common Expenses, and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of this paragraph and the provisions of Section 6 of Chapter 183A.

C. Declarant as Owner of Units. In the event there are any Units, owned by the Declarant(s) the Declarant shall have the same rights and obligations as other Unit Owners with respect to such Units in addition to all other rights of Declarant hereunder.

D. References to Declarant, Unit Owners. References in this Master Deed to the "Declarant" shall mean the Declarant described in Section 1 as aforesaid, and its successors and assigns. References to any "Unit Owner" shall mean the Declarant until such Unit is conveyed of record to other persons or entities and thereafter, such grantees, their successors and assigns. The Declarant's rights as Declarant are assignable to a successor declarant, and the Declarant specifically reserves the right to assign all of its rights hereunder (subject to the requirements for approval, if any, of any Listed Mortgagee, as applicable), provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed. Notwithstanding the foregoing, if the Declarant assigns its right, title and interest hereunder to a mortgagee of record, such mortgagee shall only be bound by such

obligations of the Declarant to the extent such mortgagee expressly assumes such in writing at the time of such assignment or to the extent such obligations are appurtenant to any Units to which such mortgagee is the Declarant's successor-in-interest. References herein to any Unit Owner shall also mean and include the successors and assigns and the permitted lessees and tenants from time to time thereof (the foregoing, however, shall not be interpreted to derogate from the leasing or occupancy restrictions contained herein or in the Declaration of Trust), provided that all such successors, assigns, lessees, and tenants shall comply with applicable provisions of this Master Deed, and the Declaration of Trust and the Rules and Regulations thereunder.

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

F. Covenant of Further Assurances. Each Unit Owner and the Trustees, shall upon reasonable prior, written notice by the Declarant execute, acknowledge and deliver to the Declarant such instruments, in addition to those specifically provided for herein, and take such other actions the Declarant may reasonably request to effectuate the provisions of this Master Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. If any Unit Owner or Trustee fails to comply with such request, then the Declarant is hereby authorized as attorney-in-fact for such other party (which power is coupled with an interest) to execute, acknowledge and deliver such instruments, or to take such action in the name of such Unit Owner or Trustee and such instrument or action shall be binding on such individuals as if executed directly by them.

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

H. Captions; Context. 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.

I. Conflict with Chapter 183A. This Master Deed is intended to comply with the requirements of Chapter 183A. In the event any of the provisions stated above conflict with the requirements of Chapter 183A, the provisions of Chapter 183A shall control.

J. Liability. Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or of any member of Declarant, shall have any liability hereunder.

[Signatures on following page]

Executed as an instrument under seal on this \_\_\_\_\_ day of October, 2020.

Signed and sealed in the presence of:

**DECLARANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Dana Lewis

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Bristol

On this \_\_\_\_\_ day of October, 2020, before me, the undersigned notary public, personally appeared Dana Lewis, and proved to me through satisfactory evidence of identification, which was Drivers License, to be the person whose name is signed on the preceding or attached instrument, and he acknowledged that he signed such instrument voluntarily for its stated purpose and as his free act and deed.

\_\_\_\_\_  
Notary Public

Print Name: John E. Williams

My Commission Expires: 3/11/2022

### Exhibit A

The land in Fairhaven, Bristol County, Massachusetts, with the buildings thereon bounded and described as follows:

#### PARCEL I

Beginning at a point in the southerly line of Washington Street at the northeasterly corner of land now or formerly of James P. and Nancy C. Lacerda, said point being South 88° 17' 00" East, two hundred twenty-eight and 50/100 (228.50) feet from the Massachusetts Highway Bound;

Thence South 88° 17' 00" East by the Southerly line of said Washing Street, three hundred seventy-three and 63/100 (373.60) feet to land now or formerly of the Fairhaven Pharmacy Inc.,

Thence South 1° 43' 00" West by last named land, two hundred thirty-four and 65/100 (234.65) feet to the northerly line of Lot 2 on file as shown on Plan of Hamlet Homes, Inc. Section #2 on file in the Bristol County S.D. Plan Book 65, Page 16;

Thence South 87° 23' 40" West by Lots #2, #3, #4, #5 and a portion of Lot #6 as shown on the above mentioned plan, three hundred fifty and 32/100 (350.32) feet;

Thence North 3° 36' 00" West by remaining land of Hamlet Homes, Inc. and land of James P. and Nancy Lacerda, two hundred sixty two and 18/100 (262.18) feet to the point of beginning.

Containing two (2) acres, or two thousand six hundred thirty (2,630) square feet more or less.

#### PARCEL II

Beginning at a point in the south line of the State Highway, formerly Washington Street, at the northeast corner of land conveyed to Leon J. Senuick et ux, by deed dated June 25, 1947, recorded in the Bristol County S.D. Registry of Deeds in Book 935, Page 331;

Thence Southerly by last named land in line of other land of Robert W. Cartwright et ux by deed duly recorded, one hundred fifty (150) feet to land now or formerly of Hamlet Homes, Inc.;

Thence Easterly in line of last name land one hundred twenty-seven (127) feet more or less to a wall;

Thence North 1° West by said wall, one hundred fifty (150) feet more or less to the South line of the State Highway;

Thence Westerly one hundred twenty-seven (127) feet more or less in the South line of the State Highway to the point of beginning.

PROPERTY ADDRESS: Map 31, Lot 117C and Lot 115A, Huttleston Avenue, Fairhaven MA

**EXHIBIT B**  
**DESCRIPTION OF UNITS**  
**LEWIS LANDING CONDOMINIUMS**

The unit designation of each unit and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

UNIT DESIGNATION	UNIT LOCATION	APPROX. AREA OF UNIT IN SQUARE FEET	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES	LIMITED COMMON ELEMENT(S) APPURTENANT TO UNIT
1	First floor	512	8.333%	
1	Second floor	512	8.333%	
2	First floor	512	8.333%	
2	Second floor	512	8.333%	
3	First floor	512	8.333%	
3	Second floor	512	8.333%	
4	First floor	512	8.333%	
4	Second floor	512	8.333%	
5	First floor	512	8.333%	
5	Second floor	512	8.333%	
6	First floor	512	8.333%	
6	Second floor	512	8.333%	
7	First floor	512	8.333%	
7	Second floor	512	8.333%	
8	First floor	512	8.333%	



UNIT DESIGNATION	UNIT LOCATION	APPROX. AREA OF UNIT IN SQUARE FEET	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES	LIMITED COMMON ELEMENT(S) APPURTENANT TO UNIT
8	Second floor	512	8.333%	
9	First floor	512	8.333%	
9	Second floor	512	8.333%	
10	First floor	512	8.333%	
10	Second floor	512	8.333%	
11	First floor	512	8.333%	
11	Second floor	512	8.333%	
12	First floor	512	8.333%	
12	Second floor	512	8.333%	

## **EXHIBIT C**

### **LEWIS LANDING CONDOMINIUMS**

See attached Condominium Site Plan dated September 9, 2019; Revised July 8, 2020, by Prime Engineering, incorporated by reference into and made a part of this Master Deed of Lewis Landing Condominiums, Map 31, Lot 117C and Lot 115A, Huttleston, Avenue, Fairhaven, Bristol County, Massachusetts.

