

9th AMENDMENT TO THE MASTER DEED AND DECLARATION OF TRUST OF THE QUAIL RUN CONDOMINIUM ASSOCIATION

This Amendment to the Master Deed and Declaration of Trust of the Quail Run Condominium Association is made this 20th day of December, 1999 by the duly authorized Board of Trustees with the approval of not less than sixty-seven percent (67%) of the undivided beneficial interest of all Unit Owners thereto for said Association, and not less than fifty-one percent (51%) of all mortgagees holding first mortgages on units, created under a Master Deed and Declaration of Trust recorded on January 28, 1987 with the Middlesex South Registry of Deeds at Book 17820, Page 242 and Book 17820, Page 266, respectively, and/or with the above approval of both the unit owners and mortgagees deemed to have been granted.

Notwithstanding any provision of the Master Deed, Declaration of Trust and any Amendments thereto of the Quail Run Condominium Association, the following shall amend and take precedence over all provisions of the same.

- 1. The Master Deed, Declaration of Trust and any and all Amendments thereto of the Quail Run Condominium Association, are hereby amended to include the following provision in the Master Deed:

SECTION 19 - REVIVAL OF RIGHTS TO CONSTRUCT ADDITIONAL UNITS

A. The rights to construct additional units not to exceed the number of seventeen (17) total units as originally designated and set forth in the Master Deed of the Quail Run Condominium Association, shall be revived upon the recording of this document with the Middlesex South Registry of Deeds, subject to the terms, conditions and limitations of this Section 19.

B. The owner of these rights shall be the Quail Run Condominium Association. All decisions made regarding these rights shall be made solely and exclusively by the Board of Trustees of the Quail Run Condominium Association. In addition to any rights set forth in the Condominium Documents, the Board of Trustees shall have the right to sell, convey, lease, or mortgage the rights, or any portion thereof, pursuant to M.G.L. c. 183A, as amended, and in conformity therewith.

C. Notwithstanding any provisions of the Master Deed and Declaration of Trust, as amended to the contrary, the Board of Trustees shall have all the rights of the Declarant pursuant to the Master Deed and Declaration of Trust, as amended.

D. As set forth above, the Board of Trustees shall have the right to sell, convey, lease, or mortgage, all or any part of the rights created hereunder.

E. In addition to the rights of the Declarant under the Master Deed and Declaration of Trust, as amended, and in order to permit and facilitate the development of the Quail Run Condominium Association, the Board of Trustees shall additionally have the right and easement to authorize and/or construct, erect, and install, on the land in such locations as the Board of Trustees shall, in the exercise of their discretion, determine to be appropriate or desirable, the following:

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1. The remaining units to be constructed pursuant to this Amendment;
2. Any additional roads, drives, parking spaces, areas, walkways, and paths;
3. New or additional fences or decorative barriers or enclosures, decks, terraces, patios, greenhouses, and other structures of every character;
4. New or additional conduits, pipes, flues, wires, poles, and other installations or facilities for the furnishing of utility services or waste removal;
5. Any and all other buildings, structures, improvements and installations for the development of a phased Condominium, except as set forth hereunder and/or expressly limited as to time and the maximum number of units which may be added to the Condominium as a part of future phases;
6. To construct and add to the Condominium additional units, together with their designated appurtenant exclusive easement areas, which shall be unlimited; and
7. To construct and add to the Condominium a facility for the storage of equipment, maintenance and otherwise, owned and/or utilized by the Board of Trustees, its agents, servants, and/or employees, as well as an area for the placement of a trash receptacle, along with such enclosures and/or barriers as deemed applicable and necessary by the Board.

F. The Board of Trustees shall have no obligation to construct and/or sell or allow to be constructed, additional condominium units, exclusive easement areas, common areas, or improvements.

G. The following sub-paragraphs G(1) through G(11) are set forth to describe the scope of the easements and rights reserved by the Board of Trustees under this Section 19:

1. Time Limit After Which the Board of Trustees May No Longer Add New Phases. The Board of Trustees' reserved rights to amend this Master Deed to add new units to the Condominium as part of future phases shall expire seven (7) years after the date of recording of this Amendment unless extended by an instrument in writing recorded with the Middlesex South Registry of Deeds and executed by the Board of Trustees, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
 - (i). The total units then included in the Condominium by virtue of this Master Deed, as amended, and subsequent amendments hereto pursuant to this Section 19 reach the maximum limit of seventeen (17) units; and

(ii). The Board of Trustees shall record with the Middlesex South Registry of Deeds a statement specifically relinquishing their reserved rights to amend the Master Deed and Declaration of Trust to add new units to the Condominium.

2. Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Board of Trustees under this Section 19.

3. Size of Phases. There are no minimum or maximum size limitations on the future phases 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 total number of permitted units for the entire Condominium as set forth in the immediately following sub-paragraph (4) is not exceeded.

4. Maximum Number of Units Which May be Added by Future Phases. The Board of Trustees may not amend this Master Deed to add more than the number of new units to the Condominium as part of future phases, so that the total number of units in the Condominium shall not exceed seventeen (17).

5. Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases.

A. The Board of Trustees reserve the right to change the type of construction, architectural design and principal construction materials of future buildings and the units therein which are to be added to the Condominium as part of future phases, provided, however, that the construction of all future buildings and units must be of comparable quality to the initial buildings and units. Therefore, the Board of Trustees shall not be limited to any specific type of building or units and there shall be no limit (other than that imposed by applicable Federal, state or local laws and regulations) on the size, layout and design of future buildings or the size, layout and design of future units. Also, the Board of Trustees shall have the right to vary the boundaries of future units from those described in the Master Deed, as amended.

B. Notwithstanding the above, the Board of Trustees shall be limited to the approval set forth above, to units which have the architectural design, construction, and materials comparable to the design, construction and materials of the units located at the site, and in particular, Douglass Green, Unit Types B and C, all as set forth in the Master Deed, as amended.

6. Right to Designate Exclusive Easement Areas. The Board of Trustees reserves the right and easement to designate certain portions of the common areas and facilities as exclusive easement areas for the exclusive use of the units to be added to the Condominium as part of future phases. Such future designated exclusive easement areas may include, but need not be limited to, storage bins, patios, terraces, decks, yards, fences, steps, condenser pads, walkways and parking spaces or areas. As hereinafter described, each Amendment to this Master Deed adding additional phases shall specify the exclusive easement areas appurtenant to the units in such phases if such exclusive easement areas are different from those described in the Master Deed, as amended. The Board of Trustees may additionally require the unit owner to maintain, repair, and replace the same.
7. The Board of Trustees may add future phases and the building(s) and unit(s) therein to the Condominium by executing and recording with the Middlesex South Registry of Deeds, Amendment(s) to this Master Deed which shall contain the following information:
- (i). An amendment to the Master Deed describing the building(s) being added to the Condominium;
 - (ii). An amendment to the Master Deed describing the designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of the units being added to the Condominium, as well as describing any variations in the boundaries of such units from those boundaries set forth in the Master Deed, as amended;
 - (iii). If the boundaries of the units being added to the Condominium vary from those described in said Master Deed, as amended, the definition of the common areas and facilities contained in the Master Deed, as amended, shall be modified, as necessary, with respect to such units;
 - (iv). An amended Master Deed 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 units;
 - (v). If the exclusive easement areas designated as appurtenant to the units being added to the Condominium vary from those described in the Master Deed, as amended, a description of such variations as to identify the new or modified exclusive easement areas appurtenant to the new units. Such description of the new or modified exclusive easement areas appurtenant to the new units 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; and

(vi). A revised site plan of the Condominium showing the new building(s) and floor plans for the new units being added to the Condominium, which floor plans shall comply with the requirements of M.G.L. c. 183A.

8. It is expressly understood and agreed that no such Amendment adding new phases to the Condominium shall require the consent (except as already granted in the Master Deed, as amended) 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 Board of Trustees. Any such Amendment, when executed by the Board of Trustees and recorded with the Middlesex South Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such Amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such Amendment is not valid.
9. Each unit owner understands and agrees that as additional phases containing additional units are added to the Condominium by Amendment to this Master Deed pursuant to the Board of Trustees' reserved rights hereunder, the percentage ownership interest of each unit owner 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, since the value of this unit will represent a smaller proportion of the revised aggregate fair value of all units in the Condominium. In order to compute each unit's said percentage ownership interest after the addition of a new phase, the fair value of the unit measured as of the date of the Amendment to the Master Deed is executed shall be divided by the aggregate fair value of all units (including the new units being added to the Condominium), also measured as of the date the Amendment to the Master Deed is executed. These new percentage interests shall then be set forth in the aforesaid Amendment to the Master Deed which is to accompany each Amendment to the Master Deed which adds a new phase to the Condominium.
10. Every unit owner by the acceptance of his deed to his unit hereby consents for himself, his heirs, administrators, executors, successors and assigns, and all other persons claiming by, through or under him to the Board of Trustees' reserved rights under this Section 19 and expressly agrees to the said alteration of his unit's appurtenant percentage ownership interest in the common areas and facilities of the Condominium effective when new phases are added to the Condominium by an Amendment to the Master Deed pursuant to this Section 19.

EXECUTED as a sealed instrument on the date and year first above written.

The undersigned Board of Trustees, hereby being the duly authorized Board of Trustees of the Quail Run Condominium Association, hereby state that Unit Owners with signatures in total and in excess of sixty-seven percent (67%) of the undivided beneficial interest thereto for said Association, as well as fifty-one percent (51%) of all mortgagees holding first mortgages on units at the Quail Run Condominium Association, have approved the above Amendment to the Master Deed and Declaration of Trust, and/or with the above approval of both the unit owners and mortgagees deemed to have been granted, do hereby, by our signatures, certify, acknowledge and assent to the same.

BOARD OF TRUSTEES,
QUAIL RUN CONDOMINIUM ASSOCIATION.

Lauren Higgins
Lauren Higgins

Arthur Downing
Arthur Downing

Joel Alpert
Joel Alpert

Thomas Kent
Thomas Kent

Marcy Goldsmith
Marcy Goldsmith

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

December 20, 1999

Then personally appeared the above named Lauren Higgins, , Joel Alpert, Thomas Kent, and as they are the duly authorized Board of Trustees of the Quail Run Condominium Association, and acknowledged the forgoing instrument to be their free act and deed, before me,

[Signature]
Notary Public
My Commission Expires: 10/8/04

11. In the event that notwithstanding the provisions of this Section 19 to the contrary, it shall ever be determined that the signature of any unit owner, other than the Board of Trustees, is required on any Amendment to the Master Deed which adds new phases to the Condominium, then the Board of Trustees shall be empowered, as attorney-in-fact for the owner of each unit in the Condominium, to execute and deliver any such Amendment by and on behalf of and in the name of each such unit owner; and for this purpose each unit owner, by the acceptance of the deed to his unit, whether such deed be from the Board of Trustees as grantor or from any other party, constitutes and appoints the Board of Trustees as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a unit in the Condominium.
12. The revival of the development rights hereunder and the powers vested in the Board of Trustees are done so for the sole and exclusive benefit of the Quail Run Condominium Association, and shall not inure to the benefit of any former Declarants, Successor Declarants, and/or foreclosing lenders in any respect, and shall not revive and/or recreate any obligation on behalf of the Quail Run Condominium Association, its Board of Trustees and unit owners to pay any funds allegedly due as a result of foreclosed mortgages and deficiencies due hereunder, and/or alleged values for said rights.
13. In the event of a conflict between M.G.L. c. 183A, as amended, and the Master Deed, Declaration of Trust, and any Amendment thereto, the provisions in M.G.L. c. 183A, shall control.

In all other respects, the Master Deed and Declaration of Trust of the Quail Run Condominium Association are hereby ratified and affirmed.