

MASTER DEED
OF
TWELVE OAKS VILLAGE

Twelve Oaks, LLC, a Massachusetts limited liability company having a usual place of business at 138 Pittsfield Road, Lenox, Massachusetts (herein sometimes referred to as the "Declarant"), being the sole owner of certain premises in Lenox, Berkshire County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Berkshire Middle District Registry of Deeds (the "Registry of Deeds") does hereby submit said premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), and proposes to create and hereby does create with respect to the premises a condominium (herein the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1 - Name. The name of the Condominium shall be "TWELVE OAKS VILLAGE" (hereinafter sometimes referred to as the "Condominium").

Section 2 - Phased Condominium. The Condominium is to be developed as a phased condominium, each phase of which shall include one or more free standing, two-unit dwelling buildings or one or more common facilities or elements or combinations thereof, and shall be of similar kind and quality in terms of construction materials, roof, façade, design and color scheme, and contain at least the same or greater living area as the units in the first phase, except that after 34 units have been phased into the Condominium, additional units may be free-standing, one-unit dwellings. Section 8.1 hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said Section 8.1 already granted) or signature of any owner, or any mortgagee or any trustee of the organization of unit owners established pursuant to Chapter 183A (the "Condominium Trust"), or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any unit) or any other party, so as to add additional land and additional phases and additional Units to the Condominium.

Section 3 - Description of Premises.

3.1 - Land. The land upon which the building(s) and improvements are situated is described in Exhibit A attached hereto and made a part hereof (the "Land").

3.2 - Buildings. The building(s) (hereinafter the "building or building(s)") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to Section 8.1 hereof.

3.3 - Designation of the Units and Their Boundaries:

- (a) The Condominium consists of two buildings, each containing two dwelling units (each a "Unit") located on the land described in Exhibit A. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each Unit are set forth in

Exhibit C, attached hereto, and as shown on the site and floor plans of the Condominium, recorded herewith. The said floor plans show the layout, locations, dwelling numbers and dimensions of each Unit as built, indicate that the building is named "TWELVE OAKS VILLAGE " and otherwise has no name, and bears the verified statement of a Registered Architect, all as required by the provisions of Section 8 of the Act.

- (b) If and when the Declarant adds additional phase(s) to the Condominium pursuant to its reserved rights under Section 8.1 hereof, it shall amend Exhibit C attached hereto to describe the Units 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 herein. Also, with each amendment to this Master Deed adding additional phases(s) to the Condominium, the Declarant shall record floor plans showing the building(s) and Unit(s) forming part thereof.
- (c) Units: Each Unit shall be one half of a free-standing dwelling house containing not less than 2,500 square feet of living area and an attached garage. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Concrete Floors: The plane of the interior surface of the concrete basement floor slab.
 - (ii) Walls: The plane of the exterior surface of the studs facing the Unit.
 - (iii) Roofs or Upper Boundaries: The plane of the exterior surface of rafters and studs facing the Unit.
 - (iv) Doors and Windows: As to entrance doors, door frames and windows, the interior finished surfaces thereof. The exterior of the windows and exterior doors shall be common area-that is, the association shall maintain the exterior surfaces and repair and replace broken or damaged exterior windows and doors, unless caused by the negligence of the Unit Owner.
- (d) Each Unit does not include the roof, foundation, structural columns, girders, beams, supports, perimeter of exterior walls, concrete or wood floor slabs, window frames, door frames, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, exterior stairs and landings if any, walks and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal.
- (e) All Units are heated by means of a separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Unit, are a part of the Unit, which it serves.
- (f) Each Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein, which exclusively serves the Unit.
- (g) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the common areas and facilities.

- (h) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Section 4 hereof, in common with the other Units in the condominium, except the driveway and deck immediately appurtenant to the Units.
- (i) Each Unit includes all portions thereof, specifically including both structural and non-structural portions. No part of any Unit shall be a part of the Common Areas and Facilities.
- (j) Each Unit shall have appurtenant thereto, the exclusive right and easement to use the driveway and any deck, porch or breezeway immediately appurtenant to said Unit.

Section 4 - Common Areas and Facilities. The Common Areas and Facilities of the Condominium shall consist of the land described in Section 3.1 hereof, including all improvements located thereon other than the Units. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

- (a) In general any and all apparatus, equipment and installations existing for common use.
- (b) The roof, foundation, structural columns, girders, beams, supports, perimeter of exterior walls, concrete or wood floor slabs, window frames, door frames, studs, roof trestles, lawns, plantings, shrubbery, landscaping, driveways, emergency access roads, roads and walkways on the Land referred to in Section 3.1, parking areas, recreational facilities, decks, patios, exterior stairs and landings if any, and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, stairways and lighting fixtures to the extent that any of the foregoing are not situated within a Unit.
- (c) The parking spaces on the Land referred to in Section 3.1 hereof and designated as Common Area on the site plan recorded simultaneously herewith.
- (e) All other elements and features of the Condominium property, however designated or described, excepting only the Units and all other elements or property situated within a Unit as herein defined and described, and all other items, listed as Common Areas and Facilities in Section 1 of the Act, and located on the Land and not referred to herein.
- (f) The Common Areas and Facilities shall be subject to the provisions of the by-laws of the Condominium Trust, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- (g) In addition to and not in limitation of the rights of owners as elsewhere herein set forth and as provided in the Act, the owner or owners of each Unit (an "Owner") shall have, as appurtenant to such Unit, the rights and easements, in common with the Owners of all other Unit and subject to like rights and easements appurtenant to such other Unit; to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, cables, and other facilities for the furnishing of utilities and services, subject always, however to, (a) the exclusive rights and easements herein granted to

a particular Unit in certain facilities; (b) the restrictions and other provisions herein set forth; and (c) the rules and regulations promulgated by the Board of Trustees of the Condominium Trust.

- (h) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.
- (i) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and to make excavations for such purposes; and no Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.
- (j) The Declarant has reserved the right and easement pursuant to Section 9.1 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.
- (k) Subject to the restrictions set forth in Section 6 hereof, and the reserved rights and easements as set forth in Sections 8 and 9 hereof, each Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed hereby to be hindering or encroaching upon the lawful rights of the other Owners.

Section 5 - Deleted.

Section 6 - Purpose and Restrictions on Use. The Condominium is a Retirement Community, as defined in the Town of Lenox Zoning Ordinance and is restricted to persons 55 years of age or older. In the case of double occupancy of a unit, only one of the residents is required to be at least 55 years of age. Subject to the foregoing restriction, the Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Unit shall contain a minimum of 2,250 square feet of living area, exclusive of garages, porches, decks, and breezeways, shall have an attached garage and shall be used only for single family residential purposes and uses normally accessory thereto (as defined from time to time by the Lenox Zoning By-Laws) and for no other use.
- (b) The Owner of any Unit may not add to or modify the exterior of said Unit without the written approval in each instance of the Trustees as set forth in Section 5.9 of the Condominium Trust.
- (c) Owner may lease the Unit to a person at least 55 years of age, or if to two people, one of whom shall be at least 55 years of age, for not less than one-month intervals and to no more than two sets of tenants, annually, subject to the conditions and

obligations set forth in Section 11 of this Master Deed and in this Section 6(c), 6(c)(ii) and 6 (d). Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of such lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an Owner with respect to his Unit shall, by virtue of this Section 6(c) of the Master Deed, be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Unit. Each Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of:

- (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants or other occupants of his Unit claiming by, through or under such person; or
 - (ii) any legal action, including court enforcement proceedings, taken by an Owner or the Condominium Trustees against such Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this Section 6(c).
- (d) All rentals, leases or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
 - (e) No noxious or offensive activity, including hunting or the discharge of weapons, shall occur near or in any Unit.
 - (f) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained on the Common Areas or in any Unit, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any Unit Owner during such time as such Unit is occupied. After due notice and hearing, the Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit Owner or occupant.
 - (g) In the event of destruction of a Unit by fire or other casualty, the replacement Unit shall be identical to the original Unit.
 - (h) No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Unit, including "for sale" or "for rent" or "for lease" signs. The Units shall be designated with either numbers or letters.

- (i) Garages attached to Unit ("Unit Garages") may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Unit Garage in which the same are used (except when actually being transported). Unit Garages shall not be used for human habitation, nor shall Unit Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle.
- (j) No so-called "satellite" dishes or similar apparatus shall be installed on any Unit unless approved in advance by the Trustees.
- (k) Additions, alterations and improvements to the interior of the Units shall not be subject to the provisions of Section 5.9 of the Condominium Trust. The exterior of any Unit or Building shall not be altered, without the prior written approval of the Trustees of the Condominium Trust. A written instrument duly executed on behalf of the Trustees of the Condominium Trust and recorded with said registry of deeds shall be conclusive evidence of compliance with any covenant or restriction contained herein to the extent stated in said instrument as of the date thereof.
- (l) Any permitted or approved interior construction or work in a Unit shall be completed within eight (8) months of the commencement of such construction or work and, if approved pursuant to subsection (n) hereof, shall be performed in conformity with the proposal as approved.
- (m) No statue, monument, ornamental fixture or mailbox shall be erected, placed or maintained near any Unit.
- (n) No unlawful activity or activity reasonably deemed to be offensive and contrary to the expressed intent of this Master Deed, the Condominium Trust and the duly adopted rules and regulations of the Condominium Trust shall be permitted on the common areas and facilities of the Condominium. All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units.
- (o) No clotheslines and poles, outside television antennas and radio aerials shall be located on or near any Unit.
- (p) No firewood, logs or other woodpiles, shall be stored outside of any Unit.
- (q) No snowmobiles or all terrain recreational vehicles shall be operated on any of the Roadways, Walkways, or Common Areas. Golf carts shall be permitted.
- (r) The Trustees shall provide for the lawn maintenance of all Common Areas. Lawn maintenance shall include the installation and care of trees and shrubs.

Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, and shall be enforceable by each Owner and also 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. No Owner shall be liable for any breach of the provisions of this Section 6, except such as occur during his or her ownership of a Unit.

Section 7. Percentage Interest in Common Areas and Facilities. Each unit of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage herein specified therefor as set forth in Exhibit C attached hereto and incorporated herein by reference. For so long as the Phase I Units are the only units in the Condominium, the percentage specified therefor in Exhibit C shall be the interests of the Phase I Units in the Condominium. From and after the creation of additional Phases, if any, of the Condominium, the percentages specified therefor in Exhibit C shall be set forth in an amendment to the Master Deed. These percentage interests have been and will be computed, in conformity with Chapter 183A, upon the basis of the approximate relation which the fair market value of each unit on the date hereof bears to the aggregate fair market value of all units in the Condominium on this date. For purposes of Chapter 183A, each Unit shall have an equal fair market value.

Section 8. Declarant's Rights to Amend Master Deed.

Section 8.1. Amendments to Create Additional Phases of the Condominium. The Declarant hereby expressly reserves to itself, its successors and assigns, the right, without the consent of any Unit owner or Mortgagee other than as already granted as set forth below, to amend this Master Deed on one or more occasions so as to include in this Condominium Additional Phases thereof, pursuant to and in accordance with the following provisions of this Section 8.1.

With respect to such additional Phases, if any:

(a) The Declarant shall not amend this Master Deed so as to include an additional Phase in the Condominium until the construction of the Additional Phase Units have been completed sufficiently for the certification of plans provided for in Section 8(f) of Chapter 183A.

(b) Upon the recording of an amendment(s) of this Master Deed so as to include an Additional Phase in the Condominium, the Additional Phase Units shall become Units in the Condominium owned by the Declarant, and the common areas and facilities of this Condominium shall include the Land and the same elements, features, and facilities of the buildings and grounds which are described, defined, and referred to in the foregoing Section 4 hereof as common areas and facilities. The Declarant shall also have the right to grant exclusive rights and easements for use of the common areas to any or all of the Additional Phase Units in the same manner and to the same extent as are provided with respect to the Additional Phase Units. If any portion of the common areas and facilities shall actually encroach upon any Additional Phase Unit or if any Additional Phase Unit shall actually encroach upon any portion of the common areas or any other Unit (including a Phase I Unit) as a result of construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements, there shall be deemed mutual easements in favor of the Additional Phase Unit owners collectively as owners of the common areas and the respective individual Unit owners involved to the extent of such encroachments so long as the same shall exist.

(c) Nothing herein shall be deemed to obligate the Declarant to create Additional Phases.

The Declarant and its successors and assigns shall have the right, prior to the execution and registering of an amendment creating an Additional Phase, to change the size, layout and location of the units, and percentage interest in the common areas and facilities set forth in this Master Deed in Exhibit C with respect to the Additional Phase Units.

Any amendment creating an Additional Phase shall contain with respect thereto all of the particulars required by Chapter 183A and shall include an amendment to Exhibit B hereto as to the designation of each unit, a statement of its location, approximate area, number of rooms and the immediate common area to which it has access. Upon the recording of an amendment(s) to this Master Deed creating an Additional Phase, the percentage of beneficial interests of the Phase I Units in the common areas and facilities shall be reduced as set forth in Exhibit C. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create Additional Phases of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds, and, upon the recording of said instrument, the rights hereinbefore reserved to create Additional Phases shall thereby terminate upon the date of recording of said statement.

Section 8.2. Declarant's Additional Rights to Amend Master Deed. Declarant hereby also expressly reserves the right, without the consent of any Unit owner or Mortgagee other than as already granted as set forth below, to amend this Master Deed, the Declaration of Trust establishing the Condominium Trust and the Rules and Regulations promulgated pursuant thereto, the Plan of Land and any other documents recorded with the Registry of Deeds in connection with the Condominium with such changes as are necessary or desirable to (i) correct technical or typographical errors herein, (ii) comply with the requirements of FNMA (hereinafter defined), FHLMC (hereinafter defined) or any other public, quasi-public or private entity which performs functions reasonably similar to those currently performed by such entities, (iii) comply with Chapter 183A, (iv) comply with the requirements of the Land Court Department of the Trial Court and (v) enable Declarant to exercise any of the rights and easements reserved to Declarant in Section 9 or any other provision of this Master Deed.

In furtherance of the foregoing, each Unit owner and Mortgagee hereby irrevocably appoints the Declarant and its successors and assigns as its attorney-in-fact with full power coupled with an interest which cannot be revoked, to execute, acknowledge and record all instruments necessary to accomplish the foregoing, all as more particularly set forth in Section 9.2. hereof.

Section 9. Declarant's Additional Rights.

Section 9.1. Declarant's Reservation of Rights; Assignment of Declarant's Rights. In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create Additional Phases of the Condominium as set forth in Section 8.1 hereof, Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, the rights and easements to use, occupy, and alter the Land for all purposes necessary or desirable in order to construct the Additional Phase Buildings, and the units therein, and the common areas and facilities therefor and the right to grant easements across the Land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic. Declarant, at its sole cost, shall repair any damage to the Common Area and Facilities caused during the construction of Additional Phases.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, the following rights to be in full force and effect until the last of the units in Phase I and Additional Phases are conveyed of record by the Declarant: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes (which right shall include the right to place a trailer or other temporary structure on the Land for such marketing purposes) and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant in connection with the creation and construction of Additional Phases; the right to use any Units owned by the Declarant as models for display, as offices or for any other use the Declarant deems necessary or desirable in connection with the marketing, sale and leasing of Units; the right to post signs, displays and fixtures in the common areas and on the Land to promote sales of Units and to conduct general sales activities in a manner that will not unreasonably interfere with the rights of Unit owners; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Units in Phase I and Additional Phases and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Units in Phase I and Additional Phases and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of constructing said Additional Phases; to construct buildings and improvements on the Land as shown on the Plan of Land filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including, without limitation, the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of Additional Phases; to store construction materials, equipment, and supplies in those portions of the common areas and facilities; to restrict the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of Additional Phases or in order to facilitate the installation of appliances or fixtures in the Units or common areas and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Units in Phase I and Additional Phases and the common areas and facilities in connection therewith.

The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the Condominium Trust, at any time, and from time to time, to any person, trust, form, or entity as may be determined by Declarant.

Section 9.2. Consent to Declarant's Right to Amend Master Deed and Declarant's Reservation of Rights. Each Unit owner hereby consents, and by the acceptance and recording of the deed to its Unit shall thereby again consent, for itself, its heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to Declarant's right to amend this Master Deed as set forth in Section 8 hereof including, without limitation, the right to

amend this Master Deed to include Additional Phases in the Condominium, and/or the granting or exercise of any right or easement described in this Master Deed including, without limitation, Declarant's rights as set forth in Section 9.1 hereof, and expressly agrees to the alteration of its Unit's percentage interest in the common areas and facilities of the Condominium when Additional Phases are added to the Condominium by amendment to this Master Deed pursuant to Section 8.1 hereof.

In the event that notwithstanding the provisions of this 9.2 to the contrary, it shall ever be determined that the signature of any Unit owner, other than Declarant, is required on any amendment to this Master Deed which adds Additional Phases 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 Unit owner; and each Unit owner hereby constitutes and appoints, and by the acceptance and recording of the deed to its Unit shall thereby again constitute and appoint, the Declarant as its attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Section 10. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to at least 67% of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that

- (a) 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 so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- (c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit owners and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;
- (e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e., not appertaining generally to all Unit owners) shall be of any force or effect unless the same is also signed by the Declarant, or any successor to the Declarant's interest in the Condominium; and

- (g) Notwithstanding anything contained to the contrary in this Section 10 or elsewhere in this Master Deed, the Declarant reserves and shall have the right to amend this Master Deed, without the consent of any Unit owner or Mortgagee, for any purpose set forth in Section 8 hereof.

Section 11. FHLMC/FNMA Compliance. Except with respect to those rights expressly reserved to the Declarant hereinabove, to the extent required to qualify the Units of the Condominium for Unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), the provisions of this Section 11 shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

(a) Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least 67% of the first mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned and representing at least 67% in percentage interest of the mortgaged units in the Condominium) have given their prior written approval, neither the Unit owners nor the Trustees of the Condominium Trust 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: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium 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 areas and facilities) 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 first 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 or dues which accrued prior to the acquisition of title to such Unit by the 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 the first 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 areas and facilities of the Condominium.

(d) 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

(or the right to provide a substitute buyer) 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 a 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 (i) and (ii) above.

(e) In addition to the provisions of subsection (a) of this Section 11, unless Unit owners representing at least 67% of the percentage interest in the common areas and facilities and at least 51% (by percentage interest) of Eligible Mortgage Holders (hereinafter defined) have given their prior written approval, no amendment shall be adopted which would make any material change to this Master Deed (i.e. other than amendments to correct technical errors or for clarification). 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 25%, assessment liens or the priority of such liens;
- (iii) reductions in reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- (iv) responsibility for maintenance and repair of the Condominium;
- (v) reallocation of interests in the general or limited common areas, or rights to their use;
- (vi) boundaries of any Unit;
- (vii) convertibility of Units into common areas or 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 herein;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units;
- (xi) 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;
- (xii) a decision by the Condominium Trust, where the Condominium consists of fifty (50) or more Units, to establish self management when professional management had been required previously by this Master Deed or the Condominium Trust or by an Eligible Mortgage Holder;

- (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 and the Condominium Trust;
- (xiv) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions that expressly benefit holders, insurers or guarantors of mortgages on Units.

As used herein, an "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action as set forth in this subsection (e).

Any Eligible Mortgage Holder that does not deliver or post to 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 subsection (e), 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 of a majority of the Trustees making reference to this Section, when filed with the Registry of Deeds, shall be conclusive against all persons as to the facts set forth therein.

(f) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium as a whole, except for real estate tax bills based on assessments made prior to the premises being converted to Condominium status.

(g) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit owners and incorporated in this Master Deed or the Condominium Trust.

(h) Any lien of the Condominium Trust for common expense assessments 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 expense 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. 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.

(i) Nothing in this Master Deed or in the Condominium Trust shall be construed to impair the right of each Unit owner to unrestricted ingress and egress to its Unit, which right shall be perpetual and shall run with the Land as an appurtenant right to each Unit.

(j) An initial working capital fund shall be established by the Declarant equal to at least two months' estimated common area expenses for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Condominium Trust either at the time of closing of the sale of each Unit or when control of this Condominium Trust is transferred to the Trustees elected by Unit Owners other than the Declarant, whichever shall first occur. Said fund shall be maintained in a segregated account for the use and the benefit of the Condominium Trust. 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 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. During the term of the Initial Trustees of the Condominium Trust, as said term is set forth therein, 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.

(k) Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days notice. Any agreement for professional management of the Condominium with Declarant, or any entity affiliated with Declarant, shall be terminable by the Trustees of the Condominium Trust without cause and without payment of a termination fee at any time after the Initial Period (as such term is defined in the Condominium Trust).

(l) Unless otherwise required by applicable law, any holder, insurer or guarantor of a first mortgage on a Unit, upon written request to the Trustees of the Condominium Trust, which includes its 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 Condominium Trust;
- (iv) timely written notification of any proposed action that requires the consent of a specified percentage of "Eligible Mortgage Holders", as hereinafter defined;
- (v) inspect the books and records of the Condominium Trust during normal business hours or as otherwise specified in Chapter 183A;
- (vi) receive an audited annual financial statement of the Condominium Trust within one hundred twenty (120) days following the end of any fiscal year of the Condominium Trust when the Condominium consists of fifty (50) or more Units, or, if the Condominium consists of fewer than 50 Units and there is no audited statement available, or less than 51% the beneficial interest of the Condominium Trust voted to have an audited statement prepared, then such holder, insurer or guarantor of a first mortgage will be entitled to pay for the cost of preparing such audited financial statement; and
- (vii) timely written notice of all meetings of the Condominium Trust, and to be permitted to designate a representative to attend all such meetings.

The Declarant intends that the provisions of this Section 11 and all other provisions of this Master Deed comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of this Master Deed and

Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit owners or the Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control.

The provisions of this Section 11 shall not apply to the extent necessary to allow the Declarant (i) to amend this Master Deed in order to create Additional Phases of the Condominium and (ii) to exercise its reserved rights pursuant to Section 9 hereof.

Section 12. The Unit Owners' Organization. The organization through which the Unit owners will manage and regulate the Condominium established hereby is the Twelve Oaks Condominium Trust under Declaration of Trust filed herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit owners shall be members and in which the Unit owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

Anita I. Costantini, of Lenox, Massachusetts.

Frank A. Costantini, of Lenox, Massachusetts.

Section 13. Chapter 183A Governs. The Units and the common areas and facilities, the Unit owners and the Trustees of the Condominium Trust, shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is filed and registered and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 14. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Section 15. No Partition or Severance. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the common areas will be void unless the Unit to which that interest is allocated is also transferred, it being the intention hereof to prevent any severance of such combined ownership. Any such transfer purporting to affect one or more of such interests, without including all such 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 interests appurtenant to 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 interests appurtenant to all Units.

Section 16. Waiver. The provisions of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 17. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

Witness the execution hereof under seal on this 27th day of May 2003.

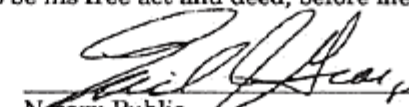

Frank A. Costantini, Manager

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS

May 27, 2003

Then personally appeared the above-named Frank A. Costantini, Manager of Twelve Oaks, LLC, and acknowledged the foregoing instrument to be his free act and deed, before me.


Notary Public
My commission expires: 11/26/05




EXHIBIT A
TO THE MASTER DEED OF
TWELVE OAKS VILLAGE
DESCRIPTION OF LAND

See description of land annexed hereto.

Beginning at an iron pipe along the easterly boundary of Routes 7 & 20 and the southwest corner of this parcel;

Running thence N 20° 30' 29" E along Routes 7 & 20, a distance of 366.00 feet to an iron pipe;

Running thence S 74° 59' 42" E along the southerly line of land now or formerly of Joseph E. Eckstein, a distance of 199.94 feet to an iron pipe;

Running thence S 72° 12' 05" E along the southerly line of land of said Eckstein, a distance of 151.46 feet to an iron pipe;

Running thence N 17° 30' 32" E along the easterly line of land of said Eckstein, a distance of 283.52 feet to an iron pipe;

Running thence N 70° 41' 00" W along the northerly line of land of said Eckstein, a distance of 60.53 feet to an iron pipe;

Running thence N 19° 26' 16" E along the easterly line of land now or formerly of Lalji, Inc., a distance of 470.00 feet to an iron pipe;

Running thence S 68° 56' 01" E along the southerly line of land now or formerly of Lalji, Inc., a distance of 239.12 feet to an iron pipe;

Running thence S 66° 57' 14" E along the southerly line of land now or formerly of Lalji, Inc., a distance of 507.40 feet to an iron pipe;

Running thence S 17° 08' 39" W along the westerly line of land now or formerly of Twelve Oaks, LLC a distance of 107.07 feet to an iron pipe;

Running thence on a curve to the right with a radius of 4064.00 feet and length of 190.21 feet along the westerly line of land of said Twelve Oaks, LLC, to an iron pipe, said curve having a chord bearing of S 18° 29' 06" W and a chord distance of 190.19 feet;

Running thence S 19° 49' 33" W along the westerly line of said Twelve Oaks, LLC, a distance of 125.42' to an iron pipe;

Running thence N 71° 59' 02" W along the northerly line of said Twelve Oaks, LLC, a distance of 213.83', to an iron pipe;

Running thence S 15° 39' 56" W along the westerly line of said Twelve Oaks, LLC, a distance of 424.63' to an iron pipe;

Running thence S 08° 56' 02" E along the westerly line of said Twelve Oaks, LLC, a distance of 188.13' to an iron pipe;

Running thence S 15° 39' 56" W along the westerly line of said Twelve Oaks, LLC, a distance of 403.32' to an iron pipe;

Running thence on a curve to the right with a radius of 300.00 feet and length of 253.57 feet along the northerly line of land of said Twelve Oaks, LLC, to an iron pipe, said curve having a chord bearing of S 79° 49' 46" W and a chord distance of 246.09 feet;

Running thence N 75° 57' 24" W along the northerly line of land of said Twelve Oaks, LLC, a distance of 122.47' to an iron pipe;

Running thence N 74° 25' 59" W along the northerly line of land of said Twelve Oaks, LLC, a distance of 23.26' to an iron pipe;

Running thence N 16° 25' 47" E along the easterly line of land of now or formerly Andrew E. and Linda W. Chmura, a distance of 427.40 feet to an iron pipe;

Running thence N 67° 54' 50" W along the northerly line of land of said Andrew E. and Linda W. Chmura, a distance of 588.73 feet to the place of beginning.

Said parcel consists of 22.408 acres.

The foregoing premises is subject to the following:

Easements (three) to the Town of Lenox to maintain an eight (8) inch water line in a ten (10) foot wide strip of land along Pittsfield Road (Route 7 and 20), as set forth in a Taking dated July 15, 1952 and recorded with said Registry of Deeds in Book 607, Page 541, Page 515 and Page 516.

An Easement and Right of Way over abutting land to the east for the purpose of erecting and maintaining poles for carrying electric and telephone wires to the property, as set forth in a deed from Lee Lime Corporation to Dorothie S. D'Oench, dated October 20, 1946 and recorded with said Registry of Deeds in Book 492, Page 305.

Water rights and water easements appurtenant to the property located to the east of the premises as set forth in a deed from Lee Lime Corporation to Dorothie S. D'Oench, dated October 20, 1946 and recorded with said Registry of Deeds in Book 492, Page 305.

Right of Way and easement for all usual purposes of a way over and land formerly owned by H. Lee Stern and Arlene J. Stern as reserved in a deed to Stern from Dorothie S. Briggs, dated June 15, 1955 and recorded with said Registry of Deeds in Book 626, Page 541.

Right to Enter and travel over and across the property formerly owned by Noski, now owned by Chmura, with or without vehicles for the purpose of making necessary repairs on or replacements of the water pipe passing through said property which serves this premises, all as set forth in a deed from Wilkes to Noski, dated October 20, 1946 and recorded with said Registry of Deeds in Book 506, Page 529.

Special Permit for the Town of Lenox for site plan approval to build up to thirty four (34) residential units in seventeen (17) duplex buildings with private clubhouse, pool and tennis courts, dated February 23, 2001, and recorded with said Registry of Deeds in Book 2062, Page 73, as amended by Special Permit.

The grantor derived its title to the foregoing described premises from the following deeds:

Deed of Anita I. Costantini, dated November 19, 2001 and recorded in the Berkshire Middle District Registry of Deeds in Book 2062, Page 76;

Deed of Twelve Oaks Investment, Inc., dated April 4, 2002, and recorded in said Registry of Deeds in Book 2195, Page 141;

Deed of Anita I. Costantini, dated April 4, 2002, and recorded in said Registry of Deeds in Book 2195, Page 144, as corrected by Corrected Deed from Anita I. Costantini, dated May 22, 2002, and recorded in said Registry of Deeds in Book 2216, Page 1; and

Deed of Joseph E. Eckstein, dated April 18, 2002, and recorded with said Registry of Deeds in Book 2195, Page 138.

See Plan recorded in Drawer R #1.

**EXHIBIT B
TO THE MASTER DEED OF
TWELVE OAKS VILLAGE
DESCRIPTION OF BUILDINGS**

The first phase of the Condominium is comprised of four buildings, each of which is a two-family dwelling containing two units. The four buildings contain Units 5, 6, 7 and 8 all as shown on a plan entitled "Condominium Site Plan Surveyed for Twelve Oaks Village, Lenox Massachusetts," prepared by SK-Design Group, Inc., dated May 22, 2003, and recorded in the Berkshire Middle District Registry of Deeds (the "Plan").

Units 5, 6, 7 and 8 are shown on floor plans entitled, respectively, "Units 5 and 6, and Units 7 and 8, Twelve Oaks Village, Floor Plan, in Lenox, Massachusetts," recorded herewith.

Until the Master Deed is further amended in accordance with Section 8.1 to create additional phases of the Condominium, the Condominium shall be only Units 5, 6, 7 and 8 included and described as Phase I in the Master Deed, as amended hereby and as shown on the floor plans filed herewith.

Unit 5, 6, 7 and 8 of Phase I are constructed principally of poured concrete foundation, wood frame construction and wood and cedar clapboard or shaker siding and asphalt or fiberglass shingled roof, and shall contain one or two stories as shown on the Unit Plan. Each Unit has a front and rear or side entrance, and may contain landings and/or stairway servicing the same, and may contain either a deck or patio and may contain either, a one or two-car attached garage. Each Unit has its own separate gas and electric meters, gas-fired or electric heating and hot water systems, and may have an external air conditioning compressor pad optional with central air conditioning system, security system and fireplace.

EXHIBIT C

TO THE MASTER DEED OF
TWELVE OAKS VILLAGE

DESCRIPTION OF UNIT

UNIT	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
5	25.00%
6	25.00%
7	25.00%
8	25.00%

NOTES:

1. L = Living Room; D = Dining Room; K = Kitchen; B = Bath; BR = Bedroom; F = Family Room; G = Garage; A = Attic; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.