

# Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 5/22/2013 12:53:11 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
105156	MASTER DEED		36693/100	06/30/2005	
<b>Property-Street Address and/or Description</b>					
EAST MAIN ST					
<b>Grantors</b>					
ZAIN RIDGE CONDOMINIUM, SWAN RIDGE AT MILFORD LLC					
<b>Grantees</b>					
<b>References-Book/Pg Description Recorded Year</b>					
36693/167 ASM 2005, 36693/170 SUB 2005, 37400/353 AM 2005, 37751/35 AM 2005, 39191/84 AM 2006, 39831/129 AM 2006, 40097/307 AM 2006, 40395/275 AM 2006, 40772/396 AM 2007, 41092/84 AM 2007, 41538/248 AM 2007, 41901/386 AM 2007, 42341/221 AM 2008, 42749/88 AM 2008, 43409/342 AM 2008, 43585/113 AM 2008, 44094/249 AM 2009, 44754/65 AM 2009, 44893/138 AM 2009, 45010/135 AM 2009, 45097/172 AM 2009, 45528/6 AM 2010, 45832/32 AM 2010, 45967/233 AM 2010, 46457/360 AM 2010, 47656/307 AM 2011, 49131/182 AM 2012, 49310/257 AM 2012, 49607/307 AM 2012, 49842/186 AM 2012, 50157/346 AM 2012, 50667/325 AM 2013, 50839/80 AM 2013					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					



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**MASTER DEED OF  
ZAIN RIDGE CONDOMINIUM**

Swan Ridge at Milford, LLC, a duly organized Massachusetts limited liability company with a principal place of business at 95 East Street, Westboro, Worcester County, Massachusetts (hereinafter called the "Declarant"), being the owner of the land situated off East Main Street in Milford, Massachusetts and known as "**ZAIN RIDGE AT MILFORD**", Milford, Worcester County, Massachusetts, described in Exhibit "A" attached hereto, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts as from time to time amended, and does hereby state that it proposes to create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A.

Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 18 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional phases in the Condominium. Said Paragraph 18 also describes certain limitations on the Declarant's said right to so amend.

**1. NAME OF CONDOMINIUM AND TRUST TO MANAGE SAME.**

The name of the Condominium shall be the **ZAIN RIDGE CONDOMINIUM**. A trust through which the Unit Owners will manage and regulate the Condominium has been formed under a Declaration of Trust of the **ZAIN RIDGE CONDOMINIUM TRUST** to be recorded herewith. The Trust has an address of **East Main Street, Milford, Massachusetts 01757**. All Unit Owners are beneficiaries of said Trust in proportion to their respective beneficial interest. The name and address of the original Trustee thereof is Swan Ridge of Milford, LLC of Westboro of 95 East Main Street, Westboro, Massachusetts. It, and any others as may be added pursuant to the terms of the Trust, is hereafter collectively referred to as the "Trustee", which term shall include its successors in trust.

The terms of said Declaration of Trust have been enacted as and comprise the By-Laws of the Trust as specified in said Chapter 183A.

*return*  
*kd*

**John V. Fernandes, Esq.  
12 Main Street  
P.O. Box 436  
Milford, MA 01757-0003**

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**2. DESCRIPTION OF LAND.**

The premises which constitute the Condominium comprise the land situated in Milford in said Worcester County, together with buildings and improvements thereon, or to be constructed thereon, as shown on the Plans to be recorded herewith, and as more specifically described in Exhibit "A" to this Master Deed. Said land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of, easements, encumbrances, restrictions, reservations and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases of the Condominium.

**3. DESCRIPTION OF BUILDING.**

Phase I consist of two buildings, each containing one (1) single family Condominium Unit. The location of the Building in Phase I is as shown on the plan of land entitled, **"Zain Ridge AT MILFORD" PHASE 1 UNITS 2 AND 3 Site Plan of Land in Milford, MA. Owner: Swan Ridge Milford Realty Trust Scale 40 feet to an inch Date: June 6, 2005'** (hereinafter referred to as the "Phase I As-Built"), which plan is prepared by Guerriere & Halnon, Inc. Engineering & Land Surveying, 333 West Street, Milford, Mass. 01757 (508) 473-6630 Fax: (508) 473-8243 filed herewith in Plan Book 828 Plan 2. The description of the Buildings as built, stating the number of stories, the number of Units and the principal materials of which they are constructed, is set forth and described in Exhibit "B" attached hereto.

**4. DESCRIPTION OF UNITS.**

The Condominium Units in Phase I are shown as Unit 2 & 3 and their unit number designation, layout, location, approximate area, number of rooms, immediately accessible common areas, undivided interest in the common areas and other descriptive specifications thereof are set forth in Exhibit "C" attached hereto and/ or as shown on Sheets 1 & 2 on a plan entitled **"ZAIN RIDGE AT MILFORD" PHASE I CONDOMINIUM UNIT PLANS UNITS 2 & 3 "AS BUILT" IN MILFORD, MA Owner: Swan Ridge Milford Realty Trust Scale 5 Feet to an inch Date: June 6, 2005'** Prepared by Guerriere & Halnon, Inc. Engineering & Land Surveying, 333 West Street, Milford, Mass. 01757 (508) 473-6630 Fax: (508) 473-8243' filed herewith in Plan Book 828 Plan 3 ("Floor Plan").

The percentage of interest of the respective Units in the Common Elements (as hereinafter defined) set forth in Exhibit "C" have been determined on 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 the Units on this date.

If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights under Paragraph 18 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in Exhibit B if so described, and Section 5 hereof. Also, with any amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record new site and floor plans showing the building(s) and Units forming part thereof.

#### 5. COMMON ELEMENTS.

The Common Areas and Parts of the Condominium, hereinafter called the Common Elements, consist of that portion of the property, as defined above, exclusive of Units, including without limitation, the following:

- a) The land described in Exhibit "A", with the benefit of and subject to all easements, encumbrances, restrictions, reservations and appurtenant rights of record, so far as the same may now be in force and applicable.
- b) All areas of the building(s) and all facilities, installations and improvements therein to the extent such buildings, facilities, installations and improvements are not within the boundaries of the Units as defined in this Master Deed, if any there may be.
- c) Installations of services such as power and light, gas telephone, hot or cold water and heating, including all equipment attendant thereto but not including any such equipment contained wholly within and/or servicing but a single Unit.
- d) All conduits, ducts, pipes, plumbing, wiring, electric meters and gas meters, other than those servicing but a single Unit, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained if any there may be, together with an easement of access thereto in favor of the Trustees of the **ZAIN RIDGE CONDOMINIUM TRUST** for maintenance, repair, replacement and the like;

all other apparatus and installations existing in the Building for common use.

- e) All sewer pump stations and appurtenances, sewer and drainage pipes not within the boundaries of the Units, or such as are servicing a single unit.
- f) The yards, lawns, plantings, trees, driveways and walkways subject to such exclusive rights and easements appurtenant to units as otherwise set forth herein.
- g) All other items listed in said Chapter 183A and located upon the Property.
- h) The "Common Open Space" as shown on the Site Plan.
- i) The mailboxes if set in a common location or servicing more than one unit subject to such exclusive rights and easements appurtenant to units as otherwise set forth herein. A Unit Owner may set individual mailboxes in a location within the Limited Common Area serving a unit satisfactory to the U.S. Postal Service.

The Owners of each Unit shall be entitled to use the Common Elements in accordance with their intended use and shall own an undivided interest in said Common Elements in the percentage set forth in said Exhibit "C", which percentage interest shall change from time to time as the additional Phases are added to the Condominium. The Common Elements shall be used, owned and regulated in accordance with and subject to the provisions of **ZAIN RIDGE CONDOMINIUM TRUST** and its bylaws as now exist or as may be amended from time to time, and subject to the rules and regulations promulgated pursuant thereto. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas for the exclusive use of one or more Units as hereinafter described:

- (a) Driveways. Included with an appurtenant to each Unit will be the driveway area leading from the road or common driveway as the case may be to the garage portion of the unit, inclusive of any outdoor parking spaces in front of

each garage portion of the Unit in such driveway, which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of trust and the Rules and Regulations promulgated pursuant thereto.

(b) Each Unit shall have appurtenant to it, the exclusive right and easement to use a yard area around such unit as so designated as an "Exclusive Use Area" on the Site Plan recorded with the Master Deed or an amendment thereto, which area may vary in size from unit to unit as determined by the Declarant subject only to the rights of other Unit Owners to use the same in emergency situations.

(c) Steps or walkways. Each Unit shall have the exclusive right and easement to use any steps (not a part of the unit) or walkways which serve such Unit alone, provided that steps or walkways that serve more than one Unit shall be for the shared exclusive use of the Units they serve.

The owner of each Unit to which the above-described Limited Common Areas are appurtenant shall keep the same in a neat, clean, orderly and uncluttered condition. The said Limited Common Areas, shall, however, be subject to the restrictions set forth in Paragraph 9 hereof and to the reserved rights and easements set forth throughout this Master Deed.

The Declarant has reserved the right pursuant to Paragraph 18 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas assigned and described in this Paragraph 5, and if such variation shall occur, they shall be specified in the amendment(s) to this Master Deed adding such future phase(s).

#### **6. COMMON ELEMENTS LOCATED WITHIN UNITS - ACCESS**

Each Unit Owner shall have an easement in common with the Owner of other Units to use all pipes, wires, ducts, flues, cables, conduits and public utility lines and other Common Elements located in a Unit or elsewhere in the Condominium and serving his Unit, if any there may be. Each Unit shall be subject to an easement in favor of the Owner of other Units to use said facilities and other Common Elements located in such Unit and serving other Units. Any person authorized by the

Trustees shall have a right of access to each Unit, at reasonable times, and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit, or a Common Element, or for the purposes of performing installations, alterations or to Common Elements in any Unit. In cases of emergencies, such right of entry shall be immediate whether the Unit Owner is present or not.

#### **7. ENCROACHMENT**

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon another Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees; (b) settling of all or a portion of the Building; (c) repair or restoration of any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building stands.

#### **8. FLOOR PLAN**

Simultaneously with the recording hereof, there has been recorded the "Floor Plan" of the Building, showing the layout, location, Unit Number and dimensions of the Unit, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer or land surveyor, certifying that the plan fully and accurately depicts the layout, location, Unit Numbers and dimensions of the Units as built.

#### **9. USE OF BUILDINGS AND UNITS - RESTRICTIONS**

Each of the Units may be used only for residential purposes and shall contain no more than two (2) bedrooms as permitted by the Zoning Bylaw of the Town of Milford. No animals or reptiles shall be kept or bred in any Unit or in the Common Elements, except that dogs, cats and household pets, birds, tropical fish, goldfish, rabbits, and hamsters and/or gerbils (if properly caged), may be kept subject to the Rules and Regulations of the Trust and the By-laws and rules and regulations of the Town of Milford, for domestic and not commercial purposes, and provided further that any bothersome or noisome pet shall be removed from the Condominium by its Owner upon reasonable notice from the

Trustees so to do. Upon petition by any unit owner, the Trustees of the Condominium Trust filed and recorded herewith shall have the right to approve or disapprove the keeping of any pet other those species types listed herein. Only unit owners may petition the Trustees for variance of this restriction.

Occupancy of eighteen (18) of the seventy (70) units that may be constructed as a part of the Condominium shall be limited in perpetuity to persons fifty-five years or older (a "Qualified Occupant"), the spouse of a Qualified Occupant (whether or not age fifty-five or older) (including the surviving spouse of a deceased Qualified Occupant) and relative(s) by blood or marriage of such Qualified Occupant or spouse, provided such relative is age fifty-five or older (Qualified Relative), all together hereinafter referred to as Qualified Residents. The Units so limited (hereinafter "Limited Units") are those so designated in the Special Permit issued by the Milford Planning Board as recited in Exhibit "A" attached hereto, as the same Special Permit may be amended by the Planning Board from time to time to change the Units so designated. A Unit Owner of a Limited Unit shall not cause or allow the use or occupancy of his or her unit for any purpose other than as a private residence for a Qualified Resident, it being understood that the Limited units are to be used solely for adult housing. No Limited Unit shall be occupied by more than three (3) persons. The sole exceptions of such occupancy limits shall be that a Limited Unit may be occupied by guests of a Qualified Resident for not more than fourteen (14) consecutive days nor more than sixty (60) cumulative days per calendar year unless longer periods are approved in writing by the Trustees, which extensions shall not exceed one hundred and twenty (120) cumulative days in a calendar year, which approval may be revoked at any time by the Trustees. The Trustees shall have the power to make an exception to the occupancy limitations in this paragraph in order to properly accommodate the medical needs of a Qualified Resident. Such medical needs and the expected term shall be certified under oath in writing by the physician(s) of such Qualified Resident (Medical Certification). Medical Certifications shall be renewed annually or more frequently according to the expected term of the medical needs as set forth in the Medical Certification. No guest may occupy a Limited Unit unless a Qualified Resident is also in occupancy. No one may occupy a Limited Unit under a Medical Certification unless a medically needy Qualified Resident is also in Occupancy.



The architectural and structural integrity of the building and units shall be preserved without modification and to that end, without limiting the generality of the foregoing:

1. no fence (manufactured or of a natural barrier design) shall be placed upon the Property or attached to a Unit by a Unit Owner (this shall not apply to such as may be installed by the Developer during construction or installed by the Association);
2. no sign (other than normal "For Sale" signs, which may be placed with the Limited Common Area serving a Unit within the front yard) or banner; other device, projection, or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of the building (except for the reasonable placement of temporary holiday or celebratory decorations);
3. no basketball hoops, swing sets or other types of fixed or secured recreation play sets, playground, sporting, game, camping or other like equipment (even if such equipment is of a temporary nature), antennas, satellite dishes, and gardens and any protrusions of any type or nature may be placed in the Common Elements by a Unit Owner without the prior consent of the Trustees, except that such items may be attached to a Unit or placed by a Unit Owner in the Limited Common Area assigned to that Unit in a reasonable manner that does not create a nuisance to neighbors (as determined by the Trustees after complaint by another unit owner); satellite dishes may be installed on the unit; and
4. no exterior change, addition, or structure shall be placed upon the Property or attached to a Unit by a Unit Owner, except as hereinafter provided for as to deck enclosures;

unless the same exists now or shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust. The term "Building" as used in this section shall include porches, decks, patios, entryways, driveways, exterior stairways and other areas exclusively used by particular unit owners.

Notwithstanding the above, a Unit owner may maintain a outdoor hot tub or spa, provided the Trustees are notified in writing in advance of the intention to locate the hot tub or

spa, provided the same is located on the back deck of the unit or within twenty (20) feet of the back of the unit and behind the unit, provided the same is closed and secured when not in use, provided that the unit owner maintains separate liability insurance on the same as required by the Trustees, and provided further that the same does not result in an increase in cost to the Trustees for liability or other insurance.

Notwithstanding the above, the Developer reserves to each unit owner from time to time (including the Developer, should the Developer be a unit owner), the right to include in the Condominium an expansion of the unit by construction of a deck or porch (if not already so constructed) within the "Proposed Deck Expansion" area as shown on the Floor Plan, and/ or the enclosure of an existing deck as a screened-in porch or three seasoned porch without heat, provided the same is approved as required by the Town of Milford, and otherwise accomplished in accordance with the provisions of this Master Deed.

With respect to any said expansion:

- (a) That the Unit Owner shall submit a plan depicting the planned improvements to the Board of Trustees together with an affidavit certifying that the space to be modified and/or improved will not create and will not be utilized as an additional bedroom within the unit. Upon receipt of the "as built" plan, affidavit and copy of the Building Permit, the Board of Trustees shall issue to the unit owner and to the Building Department a statement suitable for recording with the Registry of Deeds indicating that the unit owner has complied with the provisions of this section.
- (b) The required amendment to the Master Deed and recording of required plans shall be accomplished by the Association at the cost of the Unit Owner, paid in advance or as otherwise determined by the Trustees. The Trustees shall not amend this Master Deed so as to include the expansion area of the unit until the construction of the expansion and of the unit has been completed sufficiently for the certification of plans provided for in Section 8(1) of said Chapter 183A.
- (c) Upon registering of such amendment to this Master Deed so as to include said enclosed area, the structure under construction shall be owned by the Unit Owner so constructing the same, and the common areas and

facilities of this Condominium shall include the land hereinbefore described and the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to herein as common areas. The unit owner so undertaking the construction shall properly insure the expansion structure and work, and shall protect, defend, indemnify, and hold harmless the Condominium Association and the other unit owner against loss, cost or damage (including reasonable attorney's fees) arising out of said expansion.

- (d) Nothing herein shall be deemed to obligate a unit owner to so expand its unit, and any unit owner may waive its rights to expand by a document recorded at the Registry of Deeds.

Each unit owner or its successors in interest shall have the right to expand its unit as provided for herein provided the same otherwise complies with the applicable laws and regulations of the Commonwealth of Massachusetts and Town of Milford, and provided further that the same shall be of a quality of construction and appearance consistent with the quality of construction and appearance of the existing unit.

The change in the unit or units so expanded shall not change or alter any unit's interest in the common areas set forth in this Master Deed, nor the governance rights of the unit owners as hereinafter described, nor alter the financial contributions of the unit owners as set forth in the Condominium Trust.

Any such amendment expanding a unit shall contain, with respect to the expansion, all the particulars required by said Chapter 183A of the General Laws of Massachusetts. No such amendment shall be effective until it is registered with the Registry of Deeds along with the required As-Built plan.

In furtherance of the foregoing expansion rights, a power coupled with an interest is hereby reserved and granted to the Developer or the Trustees, as the case may be to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit 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 expand units and

to vote in favor of, make, execute and record Special Amendments, all as provided for herein.

The Owners of any Unit may at any time and from time to time modify, remove and install non bearing walls lying within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Building Department of the Town of Milford and filed with the Board of Trustees. In addition, a certified, "as built" plan and any Amendment to the Master Deed shall be recorded with the Registry of Deeds. No modification adversely affecting the structural integrity or the fire rating of the Unit shall be made.

Provided however, that any such modification which seeks to improve and/or refinish all or any part of the basement level or other unfinished areas in any part of any unit, shall submit a plan depicting the planned improvements to the Board of Trustees together with an affidavit certifying that the space to be modified and/or improved will not create and will not be utilized as an additional bedroom within the unit. Upon receipt of the "as built" plan, affidavit and copy of the Building Permit, the Board of Trustees shall issue to the unit owner and to the Building Department a statement suitable for recording with the Registry of Deeds indicating that the unit owner has complied with the provisions of this section.

Storage of bicycles, tools, equipment, baby carriages, cooking equipment and similar materials shall be maintained within the Unit and not upon the common areas.

No nuisance shall be allowed which annoys other Unit Owners or which interferes with the peaceful use and occupancy of the Property by others and no immoral, illegal or offensive use shall be made of the Property by others, and no immoral, illegal or offensive use shall be made of the Property at any time. Any violations of valid laws, bylaws, regulations and the like shall be cured at the sole expense of the violator, consistent with the Rules and Regulations.

All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited and Exclusive Common Areas in any manner or condition

which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Limited and Exclusive Common Areas.

No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

The driveways are intended to be used solely for the parking of private passenger vehicles. Only cars and light trucks are permitted to park overnight in the driveways.

Residents should park their own vehicles within the garages of the Units except in times of emergencies in order to preserve the driveway area for visitor parking.

No flammable, combustible or explosive fluid, material, chemical or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any unit.

Nothing shall be done in any Unit which shall impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said unit which would structurally change any building, without the prior written permission on each occasion by the Trustees. Nothing shall be done or kept in any Unit that will increase the rate of insurance of the Condominium.

The Unit structure, roof, foundation, systems, doors, windows, decks, porches and the elements within the Limited Common Areas (including but not limited to the patios, mailboxes, exterior lights and light posts, driveways, walkways and steps) exclusive to a Unit shall all be maintained, repaired and replaced as necessary to keep the same in good condition and appearance by and at the sole and separate expense and risk of such Unit Owner,

except to the extent that the Association shall be responsible for the landscape maintenance, repair and replacement of all of the grounds of the Condominium (mowing and the like), unless the same is necessitated by the negligence or intentional acts of a Unit Owner in which case the Unit Owner shall reimburse the Association for such costs.

Whenever such maintenance, repair or replacement are to be done by the Unit Owner, then (a) all the same shall be done in accordance with all applicable federal, state and local laws and regulations and in accordance with the provisions of any applicable condominium documents, all in a good and workmanlike fashion, and (b) if the Unit Owner shall fail or neglect to so maintain, repair or replace the Unit or any element thereof in such good condition and appearance in a proper manner, then the Trustees of the Condominium Trust may do so and charge such Unit Owner for the cost thereof, and any expenses associated with having the work performed or collecting the cost from the Unit Owner (including reasonable attorneys' fees).

The cost of such work shall constitute a lien upon such unit enforceable as such in accordance with the Condominium Trust, and the Unit Owner shall be personally liable therefor in addition to his/ her common expenses.

The foregoing provisions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Elements, and they shall be enforceable solely by the Trustees in their discretion, and shall, insofar as permitted by law, be perpetual, and to that end may be extended or amended as may be necessary or appropriate in the discretion of the Trustees.

A majority of the Trustees in office may adopt Rules and Regulations, as they deem appropriate to ensure that the Building and Units are used consistently herewith.

Nothing contained herein shall be construed so as to restrict the right of Unit Owners to decorate the interior of his or her Unit according to his or her individual tastes.

Leasing Restrictions: Except for units owned by the Declarant, no more than twenty (20) percent of the total Units comprising the Condominium shall be leased, rented or used by persons other than the owner(s) thereof and such owner(s)' immediate family without obtaining for each proposed rental, the approval of the Trustees of the Condominium which approval shall not be granted without the acquiescence of sixty percent (60%) of the remaining unit owners. All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the Association with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by

the Trustees. All leases for units within the condominium shall include the following language:

This lease is made in all respects subject to the Lessor's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Failure to comply with these provisions may be deemed a material breach of this lease agreement. Violation-by-Tenants: Unit owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board may give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the Board may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord Unit owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by the Master Deed, Declaration, By-Laws, and Rules and Regulations of the Condominium. The Lessee in full upon demand shall reimburse rules violation assessments made to the Lessor, due to noncompliance by the Tenant, to the Lessor. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the unit owner with the Board of Trustees of Condominium at the following address:

Zain Ridge Condominium Trust  
East Main Street  
Milford, MA 01757

Each lease must contain the following information: the names of all persons that will reside in the unit and the ages of anyone under 18; the year, make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease at the above address prior to occupancy of his unit by tenant shall be assessed a penalty set by the Trustees of Zain Ridge Condominium Trust for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

#### **10. A. MASTER DEED - AMENDMENTS**

This Master Deed may be amended by an instrument in writing signed by the Owners of seventy- five percent (75%) of the beneficial interests in the Condominium, signed and acknowledged by a majority of the Trustees of the Trust and duly recorded with the Worcester District Registry of Deeds, provided that any such amendments hereto shall be consistent with the provisions of said Chapter 183A, and provided further that no such Amendment shall be effective unless agreed to in writing by the Declarant for so long as the Declarant, its successors or assigns holds or controls title to any unit, and/ or retains the right to phase additional units to the condominium as provided for herein.

All Unit Owners, tenants, visitors and other occupants of the Units shall be subject to the provisions of this Master Deed, the Unit Deed, the Trust Declaration and any rules and regulations promulgated pursuant thereto, as they now exist or as they may be amended from time to time. Acceptance of a Unit Deed or occupancy of a Unit shall constitute an acceptance and ratification of the Condominium documents, and all of their provisions shall be deemed to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

#### **10. B. MASTER DEED - SPECIAL AMENDMENTS**

Notwithstanding any other provisions herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed, Declaration of Trust, By-Laws and Rules and Regulations at any time and from time to time which amends this Master Deed and



record an amended site plan or floor plan which conforms said plans to said amendments, without the need for any other Unit Owner's assent. The rights set forth herein shall terminate when the Declarant no longer holds or controls title to any unit and no longer has the right to phase additional units into the condominium, for any purpose permitted by G.L., c. 183A including, but not limited to the following:

- (i) to comply with requirements of the Executive Office of Communities and Development (EOCD), the Federal National Mortgage Association (FNMA), the Massachusetts Housing Finance Agency (MHFA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Federal Housing Association (FHA), the Veterans Administration (VA) or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to modify or decrease the requirements of the Condominium Documents, if any secondary mortgage market entities and/or their requirements so allow;
- (ii) to induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership;
- (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or,
- (iv) to correct clerical or typographical errors in the Master Deed or any exhibit hereto or any supplement or amendment hereto.

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 Unit 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 record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by Declarant without further confirmation

of Declarant by act or deed to the Trustees of the Condominium Trust at such time as the Declarant no longer holds or controls title to any Unit or the right to phase any additional Units into the Condominium.

#### **11. INVALIDITY**

The invalidity of any provisions 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.

#### **12. WAIVER**

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

#### **13. CAPTIONS**

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

#### **14. COMPLIANCE**

This Master Deed is set forth to comply with the requirements of said Chapter 183A, and each Unit and the Common Elements, the Unit Owners and Trustees, shall have the benefit thereof and shall be subject to its provisions, and all matters not specified or provided for in this Master Deed shall be regulated in accordance with the provisions of said Chapter 183A, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of Common Elements and with respect to the removal of the Condominium or any portion thereof from the provisions of said Chapter 183A.

#### **15. MEANING OF TERMS**

All terms and expressions utilized herein which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

#### **16. RIGHTS RESERVED TO THE DECLARANT FOR SALES AND FUTURE DEVELOPMENT**

(A) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the

event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and License the use of any unsold Units;
  - (ii) Raise or lower the price of unsold Units;
  - (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;
  - (iv) Use any Unit owned by the Declarant as an office for the Declarant use; and
  - (v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.
- (B) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right an easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.
- (C) Notwithstanding any provisions of this Master, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees, and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer(s), construction trailer(s) and/or storage

trailer(s)), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium including the development, construction and addition to the Condominium of future phases as permitted by Paragraph 18 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in Paragraph 18 of this Master Deed. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

**17. RIGHTS RESERVED TO THE CONDOMINIUM TRUSTEES**

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation

of the Condominium, including, without limitation the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

**18. DECLARANT'S RESERVED RIGHTS TO CONSTRUCT AND ADD UNITS**

The Condominium presently is comprised of two (2) condominium units in two buildings (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to delimit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the condominium by addition of various buildings and units to the Condominium in multiple phases. Each Phase hereafter shall consist of either a single building containing one condominium unit but, if in the sole discretion of the Declarant, it is feasible to enlarge a particular phase to consist of more than one building, each containing a single unit, the Declarant may do so.

The current condominium plan provides for seventy (70) units. However, the Declarant hereby specifically reserves to itself the right to build up to the maximum number of Units in the Condominium to be developed in accordance with applicable law as the same may be amended from time to time all at the discretion of the Declarant.

The Declarant specifically reserves for itself, and its successors and assigns in title, the right to legally withdraw from the Condominium all or a portion of the premises more particularly described in Exhibit A by recording a statement of said effect with Worcester County Registry of Deeds and upon recording of such instrument, the Declarant's right to remove the land from the Condominium shall be deemed exercised, and such land shall be deemed to be removed from the Condominium. Each Owner, by acceptance of the deed to his or her Unit, shall be deemed to have recognized, accepted and assented to Declarant's right to withdraw from the Condominium that such portion of the premises as Declarant has identified. Each Owner, by acceptance of the deed to his or her Unit, his or her successors, heirs and assigns and any mortgagee or lienholder thereof, shall be the acceptance or a deed or conveyance of said Unit, thereby irrevocably appoint the Declarant and its successors in title to the land described in Exhibit A as his or

her attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to effectuate the removal of all or a portion of the remainder of the land from the Condominium as Declarant has elected and does further agree to for himself or herself and his or her successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

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

The Declarant shall be under no obligation to proceed beyond those units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the number of units in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire ten (10) years after the date of the recording of this Master Deed, provided that said reserved right 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 and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) The Declarant reserves the right to change the type of construction, size, layout, 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 any future buildings and the Units therein shall be consistent

with the quality of construction of buildings and Units described in this Master Deed.

(c) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in Paragraph 5 hereof.

(d) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendment(s) to this Master Deed, which shall contain the following information:

(i) An amended description of any building being added to the Condominium.

(ii) An amended Exhibit C 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 to the boundaries of such Units from those boundaries set forth in Exhibit C and Section 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said Exhibit C and Section 5(d), the definition of the Common Areas and Facilities contained in Paragraph 5 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit C setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Condominium vary from those described in Paragraph 5 hereof, a description

of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A site plan of the Condominium showing the new building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such building(s) shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(e) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the building(s) containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(f) It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, approval 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 consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry 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.

(g) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as additional phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities,



together with the 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 the 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 percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed 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 of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(h) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights under this Paragraph 18 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph. Each unit deed shall contain a statement that the condominium is phased and that the percentage interest may change as additional phases are added.

(i) In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(j) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

(i) Additional roads, drives, parking spaces and areas, walks and paths;

(ii) New or additional Limited Common Areas;

(iii) New or additional conduits, pipes, wires, poles and other lines, equipment or installations of every character for the furnishing of utilities, including connection to existing utilities; and

(iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to him throughout this Master Deed.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the premises on which are or shall be located the building(s) constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement.

Ownership of each building, together with the residential units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said residential units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

**19. DECLARANT'S RESERVED RIGHTS TO CONSTRUCT FUTURE COMMON USE FACILITIES IN THE COMMON AREAS AND FACILITIES.**

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Paragraph 19, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

IN WITNESS WHEREOF, this Master Deed is executed this 29<sup>th</sup> day of June 29, 2005.

Swan Ridge at Milford, LLC

By: Mujeebuddin Ahmed  
Mujeebuddin Ahmed,  
Manager

By: Mirajuddin Ahmed  
Mirajuddin Ahmed,  
Manager

COMMONWEALTH OF MASSACHUSETTS  
WORCESTER, SS

On this 29th day of June, 2005, before me, John V. Fernandes, the undersigned Notary Public, personally appeared Mirajuddin Ahmed and Mujeebuddin Ahmed, as Managers aforesaid, acknowledged the foregoing instrument to be the free act and deed of the limited liability corporation, before me and proved to me through satisfactory evidence of identity, which was driver's licenses to be the persons whose names are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.

John V. Fernandes  
Notary Public  
My Commission Expires:  
January 10, 2008

MASTER DEED OF  
ZAIN RIDGE CONDOMINIUM

EXHIBIT "A"

The land located on East Main Street, Milford, Worcester County, Massachusetts, bounded and described as follows:

**PARCEL ONE**

The land located off East Main Street in said Milford, Worcester County, Massachusetts shown as "Lot 12" on a plan of land entitled "Plan of Land in Milford, MA. Owner: William F. and Sandra E. Ghelli Scale: 100 feet to an inch Date May 25, 2001. Guerriere and Halnon, Inc. Engineering and Land Surveying 333 West Street, Milford, MA 01757" which plan is recorded at the Worcester Registry of Deeds at Plan Book 769, Plan No. 19, and to which plan reference may be had for a more particular description of said Lot 12.

Said Lot 12 contains 668,338 +/- s.f. or 15.34 +/- acres according to said plan.

Subject to an easement to New England Power Construction Company dated March 27, 1925 recorded with said Deeds in Book 2367, Page 381.

**PARCEL TWO**

A certain parcel of land with the buildings thereon situated in Milford, Worcester County, Massachusetts, and shown as Lot 13A on a plan entitled "Plan of Land in Milford, Mass. Owner: The Estate of Mary Perrone" dated May 25, 2001, by Guerriere & Halnon, Inc., which plan is recorded with Worcester District Registry of Deeds in Plan Book 769, Plan 17, and to which plan reference is hereby made for a more particular description.

Lot 13A has an area of 852,658 square feet, more or less, or 19.62 acres, according to said plan.

**PARCEL THREE**

Lot 22

A certain parcel of land in Milford, Worcester County, Massachusetts, being described as Lot 22 on a plan entitled "PLAN OF LAND IN MILFORD, MASS., OWNER: LISTA INTERNATIONAL CORPORATION, SCALE: 1" = 100', DATE: MAY 24, 2001, GUERRIERE & HALNON, INC., ENGINEERING AND LAND SURVEYING, 333 WEST STREET, MILFORD, MASS. 01757, (508) 473-6630, FAX: (508) 473-8243" (Revised 6/5/01) ("Plan"), which plan is recorded with Worcester District Registry of Deeds in Plan Book 769, Plan 18, and to which plan reference is hereby made for a more particular description of said Lot 22.

Lot 22 contains 1.71 acres, more or less, according to said plan.

Subject to a perpetual right and easement in and to a "20' Wide Utility and Non- Exclusive Bike Trail Easement" and a "20' wide sewer easement" as shown on said Lot 22 Plan for the purpose of connecting to and/or installation, maintenance, repair and replacement of above and below ground utilities.

Lot 21

A certain parcel of land in Milford, Worcester County, Massachusetts, being described as Lot 21 on a Plan of Land entitled "Plan of Land in Milford, Mass., Owner: Mill Pond Realty Trust Scale: 1" = 100' Date: November 5, 2002" prepared by Guerriere & Halnon, Inc. Engineering and Land Surveying, 333 West Street, Milford, Mass. 01757 (508) 473-6630, FAX: (508) 473-8243" ("Plan") which plan is recorded with the Worcester District Registry of Deeds in Plan Book 788, Plan No. 48 and to which Plan reference may be had for a more particular description of said Lot 21.

Lot 21 contains 350,454+/- square feet more or less according to said Plan.

Lot 21 is subject to a Restrictive Covenant as set forth in Deed of Lista International Corp to Grantors recorded June 8, 2001 at the Worcester Registry of Deeds at Book 24187, Page 133 and as shown on a plan filed in Plan Book 769 Plan 18.

Subject to easements, rights, and restrictions of record.

Subject to a perpetual right and easement in and to a "20' Wide Utility Easement" as shown on the plan in Plan Book 788, Plan 48, for the purpose of connecting to and/or installation,

maintenance, repair and replacement of above and below ground utilities.

Subject to a perpetual right and easement in and to a "Drainage Easement" as shown on the plan in Plan Book 788, Plan 48, for the purpose of draining water from other land of the Grantor within the Whispering Pines subdivision including herein the right to install, maintenance, repair and replace above and below ground structures for such purposes.

**PARCEL FOUR**

A certain parcel of land situated in the Town of Milford, Worcester County, Massachusetts, comprising approximately 9.13 acres, more or less, more specifically shown and described as "Lot 13C" on a plan captioned "PLAN OF LAND IN MILFORD, MASS., OWNER: NSTAR GAS COMPANY", dated May 24, 2001, prepared by Guerriere & Halnon, Inc., which plan is recorded with Worcester District Registry of Deeds in Plan Book 769, Plan 16, and to which plan reference is hereby made for a more particular description of said Lot 13C.

Subject to a perpetual right and easement in and to a "20' Wide Utility Easement" as shown on said Plan for the purpose of connecting to and/or installation, maintenance, repair and replacement of above and below ground utilities.

**PARCEL FIVE**

A certain parcel of land in the Town of Milford, Worcester County, Massachusetts, situated on the easterly side of East Main Street, containing 1.95 acres, more or less, shown as "Lot 11" on a plan of land entitled "PLAN OF LAND IN MILFORD, MA, OWNER: NSTAR GAS COMPANY", Scale: 40 feet to an inch, dated February 11, 2002, prepared by Guerriere & Halnon, Inc. Engineering & Land Surveying, 333 West Street, Milford, Mass. 01757, which plan is recorded with Worcester District Registry of Deeds in Plan Book 788, Plan 5, and to which plan reference is hereby made for a more particular description of said Lot 11.

Subject to an easement to New England Power Construction Company dated November 16, 1925, recorded with Worcester District Deeds in Book 2392, Page 94, and an easement to New England Power Company dated July 18, 1968 recorded in Book 4869, Page 137, and to any other easements of record and to any other restrictions or agreements of record, so far as the same may now be in force and applicable.

**PARCEL SIX**

The land in Milford, Massachusetts, off the southerly side of East Main Street, shown as "Parcel 8A" on a plan of land entitled "Plan of Land in Milford, MA, owner - Estate of James L. Trettel, Scale 1" = 50 feet, Date: March 25, 2002" prepared by Guerriere & Halnon Engineering and Land Surveying, 333 West Street, Milford, Massachusetts 01757, which plan is recorded with Worcester District Registry of Deeds in Plan Book 788, Plan 6, and to which plan reference is hereby made for a more particular description of said Parcel 8A.

Parcel 8A contains approximately 44,954 sq. ft. +/-, according to said plan.

Subject to a 30' wide right of way to A.G.T. Co. for gas pipeline according to said plan.

Parcel 8A is landlocked and there is no access to a public or private way.

**Parcel Seven**

This conveyance is subject to and with the benefit of sewer easement to be used in common with the Grantor, its successors and Assigns as recited in a deed from Wayne Hansen and Barbara Hansen to Grantor dated November 16, 2000 recorded at the Worcester District Registry of Deeds in Book 27870, Page 174 and as shown on a Plan of Land filed at said Deeds at Plan Book 787, Page 89.

This conveyance is subject to and with the benefit of a Special Permit Decision of the Milford Planning Board dated May 1, 2001 and recorded with the Worcester District Registry of Deeds on June 1, 2002 in Book 24187, Page 165.

This conveyance is subject to a non-exclusive 'Trail Easement' for the benefit of the Inhabitants of the Town of Milford, Massachusetts dated November 14, 2002 and recorded at the Worcester District Registry of Deeds in **Book 28105, Page 209.**

This conveyance is further subject to a non-exclusive "Sewer Easement" as granted to the Inhabitants of the Town of Milford, Massachusetts dated November 14, 2002 and recorded at the Worcester District Registry of Deeds in **Book 28105, Page 211.**



This conveyance is subject to the rights and obligations as set forth in a Deed from Mill Pond Realty Trust to Swan Ridge Milford Realty Trust dated November 14, 2002 recorded at the Worcester District Registry of Deeds in Book 28105, Page 277, as set forth therein and below:

"The Grantors reserve to themselves, their successors and assigns, the perpetual right and easement to connect to the sewer and/or water infrastructure to be constructed on any of or all of the property conveyed by this Deed as Parcels One through Seven above. (hereinafter "Property"), such reservation to be for the benefit of land owned by the Grantor within the subdivision known as Whispering Pines shown as Lots 9, 10A, 11, 18 & 19 on a Subdivision Plan of Land known as "Whispering Pine Extension" Definitive Plan of Land in Milford, MA' dated September 18, 2001 as prepared by Guerriere & Halnon, Inc. and filed with the Worcester District Registry of Deeds at Plan Book 780, Plan No. 100, or any modifications thereto. Connection of such homes shall not require Grantors, its successors or assigns to pay an installation fee or any on-going participation fee in any Condominium Association, Homeowner's Association or any other entity established by the Grantees, their successors or assigns (herein after "Association") for the construction, maintenance, repair or replacement of the sewer or water infrastructure within the Property. The Grantor, its successors or assigns shall be responsible for the sewer connection fee due and payable directly to the Town of Milford for connection of each of the Whispering Pines lots so connected and the usual sewer use fee paid to the Town for the sewer from each lot. Grantor reserves the right to enter onto the Property for access to construct, install, maintain, repair and replace the sewer lines and or water lines to connect to the infrastructure.

'Grantee shall install the sewer and water piping within the sewer and water easement as shown on the Plans of the Property referenced herein to a distance 200 feet away from the Whispering Pines cul de sac as shown on a plan recorded in Plan Book 780, Plan 100. The Grantor reserves to itself its successors and assigns the right to access the Property to utilize the easements on the Property to install the connections from where the piping ends as provided above to the Whispering Pines cul de sac as shown on Plan Book 780, Plan 100. Maintenance of that piping shall be the responsibility of the Association. Grantee agrees to install such sewer and water lines by April 1, 2003.

'The Grantors also reserve, to itself, its successor, or assigns in perpetuity, the right to grant to others, future connections to the sewer and water infrastructure to be constructed on the Property conveyed by this deed, provided such others granted such rights participate on an equal pro-rata basis, in the Association charges or assessments related to such infrastructure in a fashion similar to those allowed to connect to the system along East Main Street, Milford, MA as set forth in accordance with the Special Permit referenced above. If such connections require the upgrading or upsizing of the sewer pump station on the Property, such party as is connecting shall be responsible for the costs of that upgrade or upsize.

'The right to grant such future connections to the sewer and water infrastructure shall be reserved to the Grantor, its successors and assigns in perpetuity exclusively, except as presently provided in the Special Permit.

'The Grantors further reserve to themselves their successors and assigns the right and easement to access the Property conveyed by this deed for purposes of carrying out the reserved easements set forth herein.

'The Grantor reserves to itself its successors and assigns the perpetual right of any easement to connect to and or install, repair, replace, maintain sewer and water infrastructure on the Property within the easements as shown on the Plan of Land entitled "Plan of Land in Milford, Massachusetts Owner: Mill Pond Realty Trust. Scale 1"= 100', Date November 6, 2002" as prepared by Guerriere & Halnon, Inc. Engineering and Land Surveying recorded with said Deeds in Plan Book 788, Plan 49, and the perpetual right of way and easement to enter upon the Property for such purposes.

'All easements and rights reserved in this Deed to the Grantors, which are not specifically appurtenant to a particular lot or parcel of land are intended to be Easements in Gross reserved to the Grantors, its successors and assigns as the case may be to be transferable for all purposes including but not limited to commercial and residential uses, and are not intended to be personal use only. "

This conveyance is further subject to all other easements, reservations, restrictions, or agreements of record.

Subject to and with the benefit of easements, reservations, restrictions, and rights of record or as shown on the plans of record of the Property.

For title, see Deed of **Mirajuddin Ahmed and Mujeebuddin Ahmed, Trustees of Swan Ridge Milford Realty Trust** u/d/t dated November 4, 2002 and recorded with Worcester District Registry of Deeds in Book 28105, Page 222 to Grantor dated June 29, 2005 and recorded with Worcester Deeds at Book 36693, Page 94.

MASTER DEED OF  
ZAIN RIDGE CONDOMINIUM

EXHIBIT "B"

The buildings in Phase I contain one residential unit each, which has three floors inclusive of a basement, and each Unit has a two car garage. The Buildings are wood frame with a poured concrete basement foundation, and are constructed with vinyl siding on all sides, pitched roof with architectural shingles, vinyl-clad windows, and flush-metal doors.

MASTER DEED OF  
ZAIN RIDGE CONDOMINIUM

EXHIBIT "C"

Phase I of the said condominium consist of two (2) units arranged each in a separate building. Percentage interest of common elements of Units:

UNIT NUMBER	NO. OF ROOMS	PERCENTAGE INTEREST	AREA
2	10*	50%**	3555+/- s.f.
3	10*	50%**	3548+/- s.f.

\*Unit 2 contains a kitchen, family room, 2½ baths, 2 bedrooms, a loft, laundry, and living room.

\*Unit 3 contains a kitchen, great room, 2½ baths, 2 bedrooms, a laundry area, a closet/ storage area, and living room.

Each unit also includes an unfinished basement, a two car garage, a deck and an attic (the attic and deck areas are not included in the floor area).

\*\*The percentage interest shall decrease if, as, and when the additional Units are constructed and added to the Condominium in Phases as provided for in this Master Deed as the same may be amended from time to time.

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

- (i) Floors: the lowermost surface of the concrete basement floor and garage floor of each unit;
- (ii) Ceilings: the upper limits of the Units extend to the upper of the surface of the roof shingles;
- (iii) Exterior Building Walls: the plane of the exterior surface of the chimney, siding and trim, and as to basement the exterior of the concrete walls;
- (iv) Doors and Windows: as to doors the exterior surface of all doors which open from or are a part of the Unit; as

to windows the exterior surface of the glass and of the window frames. All glass windowpanes, screens and/or storm windows and doors shall be part of the Unit to which they are attached and shall be maintained, repaired, replaced and cleaned by the Unit Owner thereof.

(v) All front entry stoops, exterior bulkheads, steps, decks, porches and enclosures thereof are a part of the unit.

Each unit includes the foundation, structural columns, girders, beams, supporters, perimeter walls, and studs, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which service a Unit whether or not such items are located within the boundaries of such Unit exclusively served thereby.

Each unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that unit.

Each Unit has immediate access to two (2) exterior doors on the first floor, and a garage entry. The main entrance of each unit provides immediate access to the front or rear yards.

C/MD-ZAIN RIDGE