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See agreement B. 3388 P. 111
 See B. 3388 P. 111
 See B. 3388 P. 118

MASTER DEED BK2732 PG 1

This MASTER DEED of The Cascades Condominium made this 2nd day of March, 1984.
 WITNESSETH that Crossriver Condominium, Inc., of Andover, Massachusetts (herein-
 after referred to as the "Declarant"), being the owner of certain premises in Dracut, North
 Middlesex County, Massachusetts, hereinafter described on Schedule A, by duly executing
 and recording this Master Deed, does hereby submit said premises to the provisions of
 Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a
 Condominium, to be governed by and subject to the provisions of said Chapter 183A
 (including any amendments thereto hereafter enacted) and to that end, said Declarant does
 hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be The Cascades Condominium. The premises
 which constitute the condominium comprise the land (the "Land") situated at 100 Merrimack
 Avenue, Dracut, North Middlesex County, Massachusetts, together with the improvements
 and buildings now existing and to be hereinafter constructed thereon (collectively, the
 "Condominium"), as shown on a plan entitled, "Phase I, The Cascades Condominium in
 Dracut, Mass.", dated March 2, 1984, by Dana F. Perkins & Assoc., Inc., Civil Engineers and
 Surveyors, Lowell and Reading, Massachusetts, said plan being the Condominium plans
 hereafter referred to, all of which are recorded herewith, said premises being bounded and
 described as set forth on the attached Schedule A. The Cascades Condominium Phase I
 consists of twenty-four (24) units and is the first phase of a seven (7) phase condominium,
 which when completed will contain one hundred sixty-five (165) units. Said Phase I consists
 of one (1) building with twenty (24) units and has access to Merrimack Avenue, Dracut, all as
 shown in the Condominium plans which shows the layout, location, unit numbers and

See Cert. B2760 P270
 See Agreement B2760 P271
 See Cert. B2761 P185
 See B2761-P186
 See Agmt. B2761 P197
 See B2762 P32
 See B2762 P33
 See B2762 P40
 See Amend. B2760 P292
 See Cert. B2838 P282
 See B2838 P283
 See cert B2840 P104
 See B2840 P105
 See B2840 P112

See B2850 P209
 See Cert. B2850 P213
 See Agreement B2850 P217
 See Agreement B2850 P224
 See B2850 P222
 See B2850 P218
 See Cert. B2854 P101
 See B2854 P102
 See B2854 P109
 See Certificate B2864 P74
 See B2864 P75
 See Agreement B2864 P82
 See B2766 P265
 See Cert. B2766 P269
 See Agreement B2766 P276
 See Cert. B2874 P24
 See B2874 P25 See B.
 See B2874 P41

See Certificate B2878 P354
 See B2874 P24
 B2874 P31
 B2874 P308

See B2874 P304
 See B2874 P311
 See Certificate B2874 P312
 See Cert. B2885 P154

See B. 2799-P. 12
 See B. 2799-P. 13
 See B. 2799-P. 14
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 See B. 2799-P. 100

dimensions as built. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas and roadways designated as Phases II through VII, including the right (but not the obligation) to add such land and buildings as subsequent Phases to the Condominium as shown on a Plan entitled "Proposed Site Plan "The Cascades" in Dracut, Mass." dated May 19, 1982, rev. June 28, 1983. Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith. The Declarant also reserves the right to have as an appurtenance to the construction of Phases II through VII an easement to pass and reposs over the said land described in Schedule A, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the said Phases II through VII. Thereafter, the Declarant shall have such right and easement to use driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in Phases II through VII, provided that such easement for access and construction shall not interfere with the access of the owners of the units in Phase I to their units.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order of such phases, to eliminate phases as well as modify phases, provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and building for the purpose of installing cable television lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

See Cert. B 2752 P 217
 See Amend B 2752 P 218
 See Amend B 2752 P 233
 See Amend B 2753 P 176
 See Cert B 2753 P 180
 Amend B 2753 P 181

See Amend B 2760 P 89
 See Cert. B 2760 P 89
 See B 2760 P 89
 See B 2778 P 341
 See B 2778 P 344

See B 2778 P 349
 See Amend B 2778 P 349
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 See Amend B 2778 P 349
 See Amend B 2778 P 349
 See Amend B 2778 P 349

See Amend B 2780 P 248
 See Amend B 2780 P 248
 See Amend B 2780 P 248
 See Amend B 2780 P 248
 See Amend B 2780 P 248
 See Amend B 2780 P 248
 See Amend B 2780 P 248

See B 2915 P 152
 See B 2781 P 14
 See B 2781 P 18
 See Agreement B 2781 P 29
 See B 2782 P 100
 See Cert. B 2782 P 104
 See Agreement B 2782 P 105
 See B 2781 P 217
 See B 2781 P 213
 See Cert. B 2961 P 191
 See Cert B 2817 P 2
 See B 2817 P 3
 See B 3344 P 63
 See B 2781 P 209
 See B 2790 P 172
 See B 2795 P 107
 See Cert. B 2795 P 111
 See Agreement B 2795 P 123
 See B 2795 P 124
 See Amendment B 2952 P 214
 See Agreement B 2955 P 341
 See Cert B 2955 P 342
 See B 2955 P 334
 See Cert. B 2813 P 334
 See B 2813 P 335
 See Agreement B 2813 P 342
 See B 3344 P 64

3. LEGAL ORGANIZATION

The Cascades Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

The Cascades Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate The Cascades Condominium, pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit ownership in The Cascades Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be four governors appointed by the Declarant who shall serve until the fifth annual meeting of the Unit Owners. Thereafter, the governors shall be elected by and from the members of the Association.

The Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers and the President and Treasurer shall be members of the Association, and Unit Owners, in the event of owners who are individuals. In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

See Agreement B2990P269 See Agmt. B3025P160
See Cert. B3001P137 See B3025P153
See B3001P138 See B3050P283
See Agmt. B3001P145 See Agreement B3067P152
See Cert. B3004P302 See Agmt. B3113P268
See Agreement B3004P310 See Cert. B3067P137
See Agreement B2989P342 See Agreement B2990P11
See Cert. B2990P15 See Agmt. B2990P30
See B2990P16 See Agreement B2990P30
See Agreement B2990P30 See Cert. B2990P30
See Cert. B2990P30 See Cert. B2990P30
See Cert. B2990P30 See Cert. B2990P30

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See AFF B5975 P34

See Agreement B2817P16
See B2968P285
See Agreement B2968P298
See Cert. B2968P284
See Cert B2821P142
See B2821P143
See Cert B2821P168
See B2821P169
See Cert B2821P183
See B2821P184
See Agreement B2821P158
See Agreement B2821P176
See B2979P197

See Cert B2822P135
See B2822P136
See B2822P165
See Agmt. B2822P152
See Acceptance B2822P176
See B2826P152
See Cert. B2826P159
See Agreement B2826P160
See Cert B2972P62
See B2972P63
See Cert B2973P235
See B2973P239
See B2973P231
See Cert. B2979P196
See Agreement B2979P204

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4. DESCRIPTION OF BUILDING

Phase I of the Condominium consists of one (1) three story building comprised of twenty-four (24) Units having access through a walkway, driveway and central roadway, to Merrimack Avenue as shown on Sheet I of the Condominium plans above described and having such characteristics as are set forth in Schedule B.

The building has a masonry foundation, wood frame, wood and/or masonry siding, with asphalt shingle roof.

5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B, and the location of the same as is shown on the Condominium plans.

6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which percentage also reflect anticipated future development of a given order and number of Phases, and mix of units within such Phases. The Declarant reserves the right to change such order and number of Phases as well as the mix of units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The upper surface of the concrete basement floor.
- b. Ceiling: The plane of the lower surface of attic roof rafters.
- c. Interior Building Walls Between the Units:
The plane of the interior surface of the wall studs facing each Unit.
- d. Exterior Building Walls, Doors and Windows:

See B 3211 P 342
 See B 3211 P 343
 See Agreement B 3211 P 350
 See Cert. B 3210 P 191
 See B 3210 P 192
 See B 3212 P 294
 See B 3212 P 297
 See B 3212 P 106
 See Cert. B 3212 P 98
 See Cert. B 3212 P 87
 See B 3214 P 173
 See B 3214 P 174
 See Agreement B 3214 P 181
 See B 3218 P 309
 See B 3218 P 310
 See B 3218 P 310
 See Agreement B 3218 P 275
 See Cert. B 3218 P 309
 See B 3229 P 353
 See B 3229 P 354
 See Agreement B 3229 P 361
 See Agreement B 3235 P 192
 See Agreement B 3243 P 297
 See B 3249 P 190
 See Agreement B 3220 P 293

See Agreement B 3269 P 205
 See Cert. B 3251 P 305
 See B 3251 P 306
 See Agreement B 3251 P 313
 See Cert. B 3253 P 64
 See B 3253 P 276
 See Cert. B 3253 P 283
 See B 3253 P 290
 See Cert. B 3262 P 147
 See B 3263 P 276
 See B 3267 P 199
 See B 3267 P 209
 See B 3267 P 219

See B 3267 P 229
 See B 3266 P 142
 See Cert. B 3266 P 146
 See B 3266 P 157
 See B 3269 P 176
 See Agreement B 3269 P 184
 See B 3280 P 117
 See B 3280 P 118
 See Agreement B 3280 P 24
 See B 3290 P 246
 See B 3290 P 247
 See Agreement B 3290 P 254
 See Cert. B 3325 P 339
 See Agreement B 3342 P 4

See B 3341 P 346
 See B 3341 P 347
 See B 3344 P 71
 See B 3343 P 110
 See Agree. B 3343 P 114
 See Cert. B 3343 P 116
 See B 3344 P 301
 See Cert. B 3344 P 301
 See Agreement B 3344 P 31
 See Cert. B 3353 P 69
 See B 3353 P 70
 See Agreement B 3353 P 77
 See Cert. B 3353 P 86

The plane of the interior surface of the wall studs or in case of a concrete wall, the interior surface of said concrete wall; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and window frames.

8. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Dracut, if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed.

9. RESTRICTIONS ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof. Each Residential Unit shall be occupied by no more than two persons per bedroom as a single-family residence. Notwithstanding any provisions of this paragraph to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any unit space in the Condominium, it shall have the right to erect and maintain signs in and on the Common areas and facilities of the Condominium.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the

See B 3353 P87
 See Agmt B3353 P94
 See B 3354 P70
 See B 3354 B 74
 See B3354 P78
 See B 3359 P1
 See B 3359 P2
 See Agmt B 3359 P9
 See B 3362 P206
 See B 3362 P207
 See Agmt B 3362 P214

See B 3367 P225
 See Agmt B 3367 P232
 See B 3369 B 122
 See B 3369 P123
 See Agmt B 3369 P138
 See B 3371 P288
 See B 3371 P289
 See Agreement B 3371 P296
 See B 3380 P194
 See B 3380 P195
 See Agmt B 3380 P202
 See Cert B 3381 P131
 See B 3381 P132
 See B 3384 P347
 See B 3384 P348

See Agmt B 3384 P355
 See Agmt B 3388 P119
 See B 3387 P266
 See Agree B 3387 P267
 See B 3387 P269
 See Agmt B 3409 P116
 See B 3409 P118
 See Cert B 3408 P43
 See B 3408 P116
 See Agreement B 3408 P 51
 See Cert B 3384 P145 (53)
 See B 10385 P92

Condominium, and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

Each Unit Owner shall be entitled to keep one (1) pet, either a cat or a dog and the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, said pet shall be permanently removed from the property upon three (3) days' notice.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association and any Unit Owner found by a Massachusetts District or Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the Association in enforcing same.

The Association also reserves the right and easement to enter onto the premises, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, including the exclusive easement to use a storage unit assigned to each said Unit as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of The Cascades Condominium comprise and consist of (a) the land described in the attached Schedule A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in this Master Deed, and common areas and facilities shown on The Cascades Condominium Phase I plans annexed hereto and subject to the right and easement of the Declarant to construct the units consisting of Phases I through VII, as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the buildings consisting of Phases I through VII the right and easement hereunder reserved and hereafter submit such phases by amendment to the Master Deed, as hereinabove provided in this Master Deed and until such amendment is recorded by the Declarant submitting any of said buildings shown in Phases I through VII the buildings will remain the property of the Declarant and shall not constitute part of the Condominium; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding and the common walls between the said Units of the building and the common areas; (c) roof of buildings; all sewer, water and electric lines, flu lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas

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and facilities, but not including the lighting, heating, plumbing and other fixtures and kitchen and bathroom cabinets located solely within said Unit and serving the same exclusively; (d) all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained; (e) the railings, steps, lighting fixtures and plants; (f) the master television antenna systems and other facilities thereof, if any there be; and (g) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance of the same, shall exist so long as the building stands.

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, including the amendments to such percentage of interest, in the event the said Master Deed is amended to include any additional Phase or Phases as hereinbefore or hereinafter set forth.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent

of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

If an amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective until recorded with Middlesex North Registry of Deeds.

Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, its successors and assigns, reserves the right to construct on the premises such additional Units (or any lesser part thereof) as described in Paragraph I and Paragraph II, and after such construction is substantially completed to amend this Master Deed creating Phases II through VII (including any sub phases), as hereinbefore described, and each Unit Owner, his successors, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed under this Master Deed and Amendments thereto, irrevocably appoints the Declarant, its successors, assigns and mortgagees as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases shall expire seven (7) years from the date of recording of the first Unit Deed of the Condominium. All future improvements with respect to the phases to be added shall be consistent with the initial improvements in terms of quality of construction.

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15. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Laws of the Association shall not bar the subsequent resubmission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws to including therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee.
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by

the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;

- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, and except as reserved by the Declarant in this Master Deed including but not limited to Paragraphs 1, 6, 11, 13, 14 and Schedules A and C, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes subject to such first mortgages or sixty-seven (67%) percent of the First Mortgagees (based upon one (1) vote for each first mortgage owned), whichever is greater, shall be required to:
 - (i) by any act or omission, seek to abandon or terminate the Condominium; or
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (b) determining the pro rata share of ownership of each Unit in the common areas and facilities.
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

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- (v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or
- (vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:
 - (a) voting;
 - (b) assessments, assessment liens or subordination of such liens;
 - (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
 - (d) insurance or fidelity bonds;
 - (e) rights to use common areas;
 - (f) responsibility for maintenance and repair of the several portions of the Condominium;
 - (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
 - (h) boundaries of any Unit;
 - (i) the interests in the common areas;
 - (j) convertibility of Units into common areas or of common areas into Units;
 - (k) leasing of Units;
 - (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, including any right of first refusal or similar restriction;
 - (m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;

- (n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
- (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (p) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, the prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Governors appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a

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distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.

g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
- (ii) any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
- (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

18. BOOKS, RECORDS, AUDITED STATEMENTS

a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal

year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

19. CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the By-Laws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed and of the said By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. MISCELLANEOUS

a. Captions. The captions herein inserted are 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.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

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

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

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e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association which shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

IN WITNESS WHEREOF, the said Crossriver Condominium, Inc., has caused its corporate seal to be hereto affixed and signed,

8K2732

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acknowledged and delivered in its name and behalf by Anastasios Kalogianis, its
President hereto duly authorized, this *2nd* day of *March*, 1984.

CROSSRIVER CONDOMINIUM, INC.


By 
Anastasios Kalogianis, President

COMMONWEALTH OF MASSACHUSETTS

 , SS.

March 2, 1984

Then personally appeared the above named Anastasios Kalogianis, President as
aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
Crossriver Condominium, Inc., before me,


Notary Public *George G. Daniels*
My commission expires: *3/11/88*

THE CASCADES CONDIMINIUM
SCHEDULE A

Description

Certain premises with buildings thereon located on 100 Merrinac Street, Dracut, Massachusetts, being shown as Lot 4 on a plan entitled "Plan of Land in Dracut, Mass.", dated May 19, 1982. Dana F. Perkins & Assoc., Inc., Civil Engineers & Surveyors, recorded with the Middlesex North Registry of Deeds in Plan Book 136, Plan 109, and as also shown on a plan entitled "Proposed Site Plan "The Cascades" in Dracut, Mass." dated May 19, 1982, rev. June 28, 1983. Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith.

Said premises are conveyed subject to and with the benefit of a 20' right of way and 40' right of way including driveways, adjoining said rights of way for all purposes for which streets and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lot 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected herein, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2651, Page 91, and an easement to Massachusetts Electric Company dated October 25, 1983, recorded with said Deeds, Book 2669, Page 184.

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THE CASCADES CONDOMINIUM

SCHEDULE B

<u>Unit No.</u>	<u>No. of Floors</u>	<u>No. of Rooms</u>	<u>S/F</u>	<u>Bedrooms</u>	<u>Baths</u>
73	2	5	1,242	2	1½
74	1	4	1,064	2	1
75	1	4	994	2	1
76	2	4	1,108	2	1½
77	2	5	1,026	2	1½
78	2	4	1,048	2	1½
79	2	4	1,054	2	1½
80	1	4	978	2	1
81	1	4	985	2	1
82	2	5	1,026	2	1½
83	2	5	1,026	2	1½
84	2	4	1,049	2	1½
85	2	4	1,049	2	1½
86	1	4	994	2	1
87	1	4	990	2	1
88	2	5	1,018	2	1½
89	2	5	1,018	2	1½
90	2	4	1,053	2	1½
91	2	4	1,053	2	1½
92	1	4	993	2	1
93	1	4	1,063	2	1
94	2	5	1,028	2	1½
95	2	4	1,108	2	1½
96	2	5	1,236	2	1½

All units have the exclusive easement to use the balcony and deck adjoining said unit with the exception of Units 74, 75, 80, 81, 86, 87, 92 and 93 which have the exclusive easement to use a patio adjoining said unit all as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location and designation of all the rooms included in said unit.

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right when the storage building is constructed, to use one such unit in the storage building as shall be assigned by the Board of Governors.

SCHEDULE C
THE CASCADES CONDOMINIUM
MASTER DEED

Upon Completion of Phase(s):

I - VII
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase VII.

I - VI
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase VI.

I - V
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase V.

I - IV
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase IV.

I - III
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase III.

I & II
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase II.

I
Percentage to be determined in accordance with the provision of Chapter 183A upon the completion of Phase I.

Unit No.
PHASE I PHASE II PHASE III

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Unit No.	I	I & II	I-III	I-IV	I-V	I-VI	I-VII
PHASE IV							
PHASE V							
PHASE VI							
PHASE VII							

* The Declarant reserves the right to change such order and number of Phases as well as the mix of units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

Rec Apr 24 1984 3:03PM #11340

BK2896

BK2896 PG 14

**Amendment to Master Deed
of The Cascades Condominium**

Crossriver Condominium, Inc., the Declarant of a Master Deed
and its By-Laws
recorded at Middlesex North Registry of Deeds at Book 2734

Page 1, hereby makes an amendment to the said Master Deed at Section
8 and to its By-Laws Article III Section 9 to
allow storm doors to be put on the rear porch doors of the
Condominium units.

Crossriver Condominium, Inc.


By: 
Anastasios Kalogianis, Pres.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 16, 1984

Then personally appeared the above-named Anastasios
Kalogianis, President of Crossriver Condominium, Inc. and
acknowledged the foregoing instrument to be the free act and
deed of Crossriver Condominium, Inc.


Reginald L. Marden
Notary Public
My commission expires:

June 16, 1989

Rec Nov 20 1984 1:39PM #37317

LAW OFFICES OF
REGINALD L. MARDEN, P.C.
89 CENTRAL STREET
ANDOVER, MASS. 01810
TEL: (617) 476-0477

COMMONWEALTH OF MASSACHUSETTS

Middlesex Registry of Deeds

NORTHERN DISTRICT

RECEIVED *April 24* 19

THE FEE SHALL BE PAID WHEN THE INSTRUMENT IS LEFT FOR RECORD. - GENERAL LAWS, CHAP. 262 SEC. 32. SCHEDULE OF FEES ON REQUEST.

Edward J. Early, Jr., Register of Deeds

recording fees

	<i>Plan 143-30</i>	<i>25 00</i>	
	<i>Plan 143-31</i>	<i>44 00</i>	
<i>#11340</i>	<i>Master deed</i>	<i>43 60</i>	
	<i>Cascades Condo.</i>	<i>11 2 60</i>	

RECEIVED PAYMENT
 WITH THANKS
 Edward J. Early, Jr., Register
 Date *4-24-84* BY *F.S.*

Y
xaminer

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of State

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME

RESIDENCE

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

Anastasios Kalogianis

12 Alonesos Way
Andover, MA 01810

110766

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

The Cascades Condominium Association, Inc.

2. The purposes for which the corporation is formed is as follows:

See Purpose Clause attached hereto.

me
proved

RA

84 114025

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on single sheet so long as each article requiring each such addition is clearly indicated.

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

One class membership only.

- *4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

The by-laws of The Cascades Condominium Association, Inc., are incorporated by reference herein and made a part hereof. A copy of duly adopted by-laws are on file in the office of The Cascades Condominium Association, Inc., in Dracut, Massachusetts.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

12 Railroad Avenue
Andover, MA 01810

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President:		
Anastasios Kalogianis	12 Alonesos Way Andover, MA 01810	SAME
Treasurer:		
Anastasios Kalogianis	12 Alonesos Way Andover, MA 01810	SAME
Clerk:		
Catherine Y. Deloge	10 Bearse Avenue Methuen, MA 01844	12 Railroad Avenue Andover, MA 01810
Directors: (or officers having the powers of directors)		
Marcia C. Habeeb	20 Argilla Rd. Methuen, MA 01844	250 Pleasant Street Methuen, MA 01844

c. The date initially adopted on which the corporation's fiscal year ends is:
December 31st

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:
1st Monday in February

e. The name and business address of the resident agent, if any, of the corporation is:
N/A

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 2nd day of March, 1984

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

Anastasios Kalogianis

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

xamier

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of State

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME	RESIDENCE
Include given name in full in case of natural persons; in case of a corporation, give state of incorporation	
Anastasios Kalogianis	12 Alonosos Way Andover, MA 01810

BR

110766

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

Time proved

1. The name by which the corporation shall be known is:

The Cascades Condominium Association, Inc.

2. The purposes for which the corporation is formed is as follows:

See Purpose Clause attached hereto.

C

P

M

R.A.

84 114025

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

The Cascades Condominium Association, Inc.

2. Purpose

To Manage, maintain, protect and preserve the planned town home development of The Cascades Condominium on 100 Merrimack Avenue, Dracut, No. Middlesex County, Massachusetts, including without limitation all improvements thereon, and as further set forth in the Master Deed of The Cascades Condominium to be recorded in No. Middlesex Registry of Deeds, and any duly recorded modification of said Master Deed, to promote health, safety, and welfare of its members and in furtherance of said purposes to purchase, acquire, hold, improve, sell, rent, mortgage, pledge, assign, and otherwise deal in and with any and all property, real, personal, or mixed.

To exercise all the rights, powers, and privileges, and to perform all the duties and obligations of the Association as set forth and undertaken in the aforesaid Master Deed.

To operate and maintain, or provide for the operation and maintenance of, any common areas or facilities held by the Association for the benefit of the members, or any areas concerning which the Association holds easements for the benefit of its members. Such operation and maintenance shall include the employment and dismissal of all necessary personnel; the making of repairs, additions and improvements to, or alterations of, any such areas or facilities, including the maintenance, operation, improvement and alteration of the exterior of the town home building, the purchasing of all necessary supplies; the allocation of expenses to, and billing of, all town home owners; the preparation of and obtaining of all necessary forms of insurance and similar matters, and maintenance of the development.

To promote conservation and other family activities for the betterment, health, morals and safety of members and their families.

No part of the net earnings of the Association shall inure to the benefit of any member, governor, or officer of the Association, or any private individual, or other corporation, except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes.

Notwithstanding any other provisions of these Articles, the Association shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization under Section 501(c)(7) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

BY-LAWS OF
THE CASCADES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I - DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A, Section 1, of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context indicates otherwise. Further, the additional terms defined in this Article shall, for all purposes of these By-Laws, have the meaning herein specified.

Articles of the Association shall refer to the Articles of Organization of The Cascades Condominium Association, Inc., (hereinafter referred to as the "Association") which are filed in the office of the Secretary of State of The Commonwealth of Massachusetts, a true copy of which is on file at the principal office of the Association, together with such amendments to the Articles of the Association as may from time to time be properly made.

Association shall mean The Cascades Condominium Association, Inc., and shall have the same meaning as "Organization of Unit Owners" as defined in Chapter 183A, Section 1, of the General Laws of Massachusetts, i.e., "the...association owned by the unit owners and used by them to manage and regulate the condominium."

Board of Governors shall mean the Board of Directors of the Association.

By-Laws of the Association shall mean the By-Laws of The Cascades Condominium Association, Inc., as they may be amended from time to time, pursuant to the provisions contained in said By-Laws.

Condominium shall mean The Cascades Condominium.

The Cascades Condominium Master Deed - See Master Deed.

The Cascades Condominium shall mean the premises to be submitted to the provisions of Chapter 183A of the General Laws of Massachusetts as a condominium by the Master Deed to be recorded and any amendments thereto duly adopted and recorded.

Declarant shall refer to Crossriver Condominium, Inc., its successors and assigns.

Fiscal Year shall mean the calendar year, unless changed or modified by the Board of Governors.

Gender shall in the By-Laws of the Association not only refer to the masculine but also to the feminine and neuter gender, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

Master Deed shall mean the instrument by which The Cascades Condominium shall be submitted to the provisions of Chapter 183A of the General Laws of Massachusetts.

See B-2743 P156
- see B 10385 P92

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Member of the Association shall mean any person, corporation, partnership, joint venture or other legal entity which is a member of the Association as defined in the By-Laws of the Association, the Articles of the Association and the Master Deed.

Organization of Unit Owners - See Association.

Owner - see Unit Owner.

Person shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator or any other entity which has the right to hold title to real property.

Property shall mean the land, buildings and all other improvements thereon in The Cascades Condominium.

Restrictions shall mean any restrictions contained in the Master Deed and the By-Laws of the Association.

Rules and Regulations of the Association shall mean the Cascades Condominium Rules and Regulations as may be adopted by the Board of Governors pursuant to the provisions of the Master Deed and the By-Laws of the Association, as they may be amended from time to time.

ARTICLE II - GENERAL

Section 1 - The Condominium

The Condominium is located on a parcel of land situated in Dracut, Massachusetts, more particularly described in the Master Deed recorded with the North Middlesex Registry of Deeds, and shown on the plans filed with said Master Deed entitled, "The Cascades Condominium Phase I", dated _____, 1983, prepared by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, said plan being the Condominium plans hereafter referred to.

Section 2 - The Cascades Condominium Association, Inc., (the "Association") has been organized to perform the functions set forth in Section 10 of said Chapter 183A and described in the By-Laws of the Association, except for those to be performed by others as set forth in the By-Laws of the Association or the Master Deed. The Association is charged with the duties and has the powers prescribed by law and set forth in the Master Deed, the Articles of the Association and the By-Laws of the Association, as they may be amended from time to time. Neither the Articles of the Association nor the By-Laws of the Association shall, for any reason, be changed or interpreted so as to be inconsistent with the Master Deed.

The Association is an organization owned by the Unit Owners of The Cascades Condominium and used by them to manage and regulate the Condominium. Each Unit

Owner, upon becoming a Unit Owner, and for so long as he is such a Unit Owner, shall be deemed a Member of the Association. As a member of the Association, the rights, duties, privileges, immunities and liabilities of being a Unit Owner shall be those set forth in and shall be exercised in accordance with the Master Deed, the Articles of the Association, the By-Laws of the Association and the Rules and Regulations of the Association as the foregoing may be adopted or amended by the Association or by the Board of Governors, as provided therein.

Membership in the Association shall not be transferred, pledged or alienated in any way, except upon transfer of title of a Unit and then only to the transferee of title, except in the instance of suspension of membership as provided hereunder. Any attempt to make a prohibited transfer shall be null and void.

Section 3 - Provisions of By-Laws Applicable

The provisions of the By-Laws of the Association are applicable to the Condominium and to the use and occupancy thereof. The provisions of the By-Laws of the Association shall automatically become applicable to any property which may be added to the Condominium by act of the Declarant, its successors or assigns, or of the Association.

Section 4 - By-Laws Applicable to Present and Future Owners

All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person(s) who may use the facilities of the Condominium in any manner are subject to the By-Laws of the Association, the Rules and Regulations of the Association, the restrictions contained in the Master Deed and the Articles of the Association. Accepting a deed to a Unit, taking conveyance of a Unit, entering into a lease for use of a Unit or the act of occupying a Unit shall constitute an agreement that all of the above documents, restrictions and conditions, as they may be amended from time to time, are accepted, ratified and shall be complied with.

Section 5 - Office of the Association

The office of the Association and of the Board of Governors shall be located at the Condominium or at some other location within the Commonwealth, as may be selected from time to time by the Board of Governors and of which the Unit Owners and listed mortgagees have been given written notice.

Section 6 - Certificates of Membership

The Board of Governors may provide for the issuance of certificates of membership in the Association in a form which it shall determine. One such certificate shall be issued for each Unit and shall contain the name and address of the member or members who own such Unit, the Unit designation, its location and the beneficial interest appurtenant to said Unit. The date of issuance shall be entered in the records of the Association of the Clerk.

Section 7 - Documents Available for Review

Copies of the By-Laws of the Association, the Articles of the Association, the Rules and Regulations of the Association and the Master Deed, as they may be adopted or amended from time to time, shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 8 - Termination

The Unit Owners may remove the Condominium from the provisions of Chapter 183A of the General Laws of Massachusetts and the Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, with undivided interest therein in the same percentage of undivided interest previously held by each Unit Owner in the common areas and facilities. Further, upon such removal, the Unit Owners shall be deemed to have withdrawn the Condominium property from the provisions of said Chapter 183A.

The removal provided for in this section and in the Master Deed shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership

Every person who is an Owner of record of a Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, except that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2 - Voting

A member of the Association shall be entitled to a vote in the percentage of interest appurtenant to the Unit in which he holds the interest required for membership as described in Paragraph 6 of the Master Deed. When more than one person holds such interest in any Unit, all such persons shall be members of the Association and the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast on any issue with respect to any Unit and such vote shall be cast as an entirety as provided in the By-Laws of the Association.

ARTICLE IV - BOARD OF GOVERNORS

Section 1 - Constitution

The number of governors which shall constitute the whole Board of Governors shall be at least three (3) and no more than five (5). Until succeeded by the governors elected by the members, the initial governors need not be Unit Owners. Upon expiration of the term of each governor of the first Board of Governors, the successors to such governor, elected by the members of the Association, shall be a member and a Unit Owner. Except as provided in the Articles of the Association with respect to the first Board of Governors, governors shall be elected on an annual basis. In any event, however, each governor shall hold office until such time as his successor has been elected and qualified, except in the event of death, resignation, suspension of membership or sale of all his Units in the Condominium which renders such person ineligible to be a governor. In the event that a corporation or other legal entity is a member of the Association, it may designate one or more natural persons who shall be eligible to serve as governor.

Section 2 - Election

Subject to the provisions of the By-Laws of the Association concerning the first Board, at each annual meeting of the Association or at a special meeting called for this express purpose, the members shall elect governors to fill such vacancies as may exist on the Board of Governors. There shall be no cumulative voting. The candidates receiving the highest number of votes, up to the number of governors to be elected, shall be deemed elected.

Section 3 - Resignation

Any governor may resign at any time by giving written notice to the President or to the Clerk of the Association and thereupon such resignation shall take effect at the time specified in said written notice.

Section 4 - Powers and Duties of the Board of Governors

The Board of Governors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law, or by the Master Deed, or by the By-Laws of the Association, are reserved to the members of the Association acting at a properly called meeting or as are specifically allowed to the Association. Such powers and duties of the Board of Governors shall include, but shall not be limited to, the following:

- a. Providing for the operation, care, upkeep and maintenance of the common areas and facilities of the Condominium and the exterior of any Unit and its appurtenant structures as provided in Article VIII hereof.
- b. Determining the common expenses of the Condominium, including, subject to the limitations imposed by the Association or by the restrictions contained in the Master Deed, the operation and maintenance of the property and the allocation of income and expenses.

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- c. Collecting the common charges from the Owners, including the right to enforce these collections by methods described elsewhere in the By-Laws of the Association.
- d. Opening bank accounts on behalf of the Association and designating signatories required therefor.
- e. Leasing, managing and otherwise dealing with such Condominium facilities as may be provided for as common areas and facilities, including, without thereby limiting the generality of the foregoing, the right to grant permits, licenses and easements over the common areas for utilities, passage rights and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
- f. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it or by the Association as the result of enforcement of a lien for common expenses or otherwise.
- g. Obtaining insurance for the common areas and facilities and for Units as provided elsewhere in the By-Laws of the Association.
- h. Making repairs, additions, improvements to or alterations of the common areas and facilities in accordance with the other provisions of the By-Laws of the Association and as described in the Master Deed.
- i. Enforcing obligations of the Unit Owners.
- j. Adopting rules and regulations relating to the use, upkeep and preservation of the Condominium.
- k. Promulgating fines for violation of the Rules and Regulations, which fines shall be paid to the Association.
- l. Establishing a minimum thermostat temperature setting within each Condominium Unit.
- m. Designating and setting aside portions of the common areas and facilities under their control (1) for the collection and reception of mail for the Condominium residents; (2) as a central disposal and collection site for trash and other refuse; (3) as a storage area for such tools, equipment and supplies as are used in the maintenance and upkeep of the Condominium; and (4) for any other purpose which the Board of Governors, in its discretion, deems to be in the best interests of the Condominium as a whole.
- n. Electing whether to purchase on behalf of the Association any Unit in the Condominium at a foreclosure sale as hereinafter provided; provided, however, that any such purchase by the Association shall have the prior approval of eighty-five (85%) percent of the Unit Owners.

Section 5 - The First Board of Governors and Subsequent Boards

The first Board of Governors and their successors shall be designated by the Declarant and shall consist of three (3) members who shall serve until the fifth annual meeting of the members of the Association held pursuant to the provisions of Article V of these By-Laws of the Association. At each annual meeting, beginning with the fifth annual meeting of the members of the Association, unless the right of the Declarant to appoint the members of the Board of Governors shall have previously expired as herein provided, all members of the Board of Governors shall be elected by the members of the Association to fill vacancies in the Board of Governors and/or vacancies created by expiration of a term and all such successors thereafter to the Board of Governors shall be Unit Owners and members of the Association. Any governor elected to fill a vacancy in the Board of Governors otherwise created shall be elected to fill the unexpired term.

Notwithstanding anything to the contrary in these By-Laws contained, those Governors appointed or selected by the Declarant as aforesaid shall resign no later than the earlier of the following events:

- a. Four (4) months after Seventy-Five (75%) Percent of the Units in the Condominium have been conveyed to Unit purchasers; or
- b. Five (5) years after conveyance of the first Unit.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association (FNMA) necessitating the transfer of control of the Condominium to the Unit Owners as above provided. For this purpose, "control" means the right of the Declarant to control the Unit Owners' Association or its Board of Governors, the Condominium itself or the Unit Owners in any manner, except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold Units.

Section 6 - Resignation and Removal

Any Governor may resign at any time by instrument in writing signed and duly acknowledged by that Governor in the manner required in Massachusetts for the acknowledgement of deeds, and such resignation shall take effect as in said instrument set forth. While the Declarant shall have the right to designate the Board of Governors of its choice, the Declarant may remove any Governor with or without cause, and after the expiration of the Declarant's right to designate, any Governor may be removed with or without cause, by vote of Unit Owners entitled to more than fifty (50%) percent of the beneficial interest hereunder and the vacancy resulting from such removal shall be filled in the manner provided in Section 7 of this Article. Any removal shall become effective upon the filing with the Secretary of State a certificate of officers signed by the Clerk or Assistant Clerk of the Association.

Section 7 - Vacancies in the Board of Governors

Vacancies in the Board of Governors caused by any reason other than the removal of a governor under Section 6 of this Article, shall be filled by vote of a majority of the remaining governors at a special meeting of the Board of Governors held for that purpose, which meeting shall be held promptly after the occurrence of any such vacancy, even though the remaining governors present at such meeting may constitute less than a quorum, and each person so elected shall be a governor until the next annual meeting or special meeting of the members of the Association duly called and held for the express purpose of electing a governor to fill the vacancy for the duration of the unexpired term, except that any vacancy occurring while the Declarant has the right to designate the Board of Governors shall be filled by appointment by the Declarant. Except for members of the Board of Governors appointed by the Declarant, no governor shall continue to serve as such if he shall cease to be a Unit Owner or if his membership shall be under suspension.

Section 8 - Board of Governors Meeting Following First Annual Meeting

Within ten days after the first annual meeting of members of the Association, there shall be a meeting of the Board of Governors at such time and place as shall be fixed by the Unit Owners at such meeting and no notice shall be necessary to the governors in order legally to constitute such meeting, provided a majority of the whole Board of Governors shall be present thereat.

Section 9 - Regular Meetings

Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Governors. Notice of regular meetings shall be given to each governor at least three (3) business days prior to the day named for such meeting.

Section 10 - Special Meetings

Special meetings of the Board of Governors may be called by the President of the Association on three (3) business days' notice to each governor given by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Governors shall be called by the President or Clerk in like manner and on like notice on written request of at least three (3) governors.

Section 11 - Waiver of Notice of Meetings

Any governor may at any time in writing waive notice of any meeting of the Board of Governors and such waiver shall be deemed equivalent to the receipt of such notice.

Section 12 - Quorum

At all meetings of the Board of Governors, a majority of the members thereof shall constitute a quorum for the transaction of business and the vote of a majority of the

governors present at a meeting at which a quorum is present shall constitute the decision of the Board of Governors. If at any meeting of the Board of Governors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 13 - Fidelity Bonds

The Board of Governors must maintain a fidelity bond or insurance coverage against dishonest acts on the part of the governors, employees or volunteers responsible for handling funds belonging to or administered by the Condominium Association of Units Owners as hereafter provided. The premium for such bonds shall constitute a common expense.

Section 14 - Compensation of the Board of Governors

No member of the Board of Governors shall receive any compensation from the Association for acting as such, except for reimbursement of necessary and duly incurred expenses.

Section 15 - Governors Not Liable

The governors shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall, to the extent of their Unit ownership, indemnify and hold harmless each member of the Board of Governors against personal contractual liability to others arising out of contracts made by the Board of Governors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or the By-Laws of the Association. It is intended that the members of the Board of Governors shall have no personal liability with respect to any contract made by them on behalf of the Association. The first Board of Governors is specifically authorized to contract for goods or services with the Declarant, or employees or affiliates of the Declarant, whether or not such persons are members of the Board of Governors and no such contract shall be deemed to involve a conflict of interest. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Governors on account of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as the percentage interest appurtenant to the Units owned by him bears to the total percentage of beneficial interests held by all the Unit Owners in the Condominium, except for those Units owned by the Association. Every agreement made by the Board of Governors, its agents or appointees on behalf of the Association, shall provide that the members of the Board of Governors of the Association, or their agents or appointees, as the case may be, are acting only as agents for the Association and have no personal liability thereunder, except as Unit Owners, and that each Unit Owner's liability thereunder shall be limited to that proportion of the total liability as the percentage of beneficial interest

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appurtenant to the Unit(s) owned by him bears to the total percentage of beneficial interest held by Unit Owners in the Condominium, exclusive of Units owned by the Association.

Section 16 - Records

The Board of Governors shall cause to be kept detailed records of the actions of the Board of Governors and of the Association, including, but not limited to, minutes of the meetings of the Unit Owners and financial records and books of account of the Association, to which records the Unit Owners and their mortgagees shall be entitled to reasonable access.

Section 17 - Annual Report

The Board of Governors shall cause an annual report of the receipts and expenditures of the Condominium to be made at the end of each fiscal year by an independent, disinterested, certified public accountant and a copy of said report shall be sent promptly to each Unit Owner. In addition, a copy of said report shall be kept on file at the office of the Association and shall be made available for inspection by the Unit Owners and their authorized agents during reasonable business hours.

ARTICLE V - MEETINGS OF MEMBERS OF THE ASSOCIATION**Section 1 - Annual Meetings; Election of Governors**

On the first anniversary following the incorporation of Cascades Condominium Association, Inc., the Board of Governors shall call the first annual meeting of the members of the Association. Thereafter, annual meetings shall be held on the anniversary date of such meeting. In each succeeding year, the date of the annual meeting may be changed by proper amendment to the By-Laws of the Association. Beginning with the fifth annual meeting of the members of the Association, unless the right of the Declarant to appoint members of the Board of Governors shall have previously expired as in Section 5 of Article IV provided, all members of the Board of Governors shall be elected by ballot of the members of the Association in accordance with the provisions of the By-Laws of the Association. The members of the Association may also transact such other business of the Association as may properly come before them.

Section 2 - Location of Annual Meetings

Meetings of the members of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the members of the Association as may be designated by the Board of Governors.

Section 3 - Special Meetings

It shall be the duty of the President to call a special meeting of the members of the Association as directed by the Board of Governors or upon delivery to the Clerk of a petition signed by at least one-third (1/3) in interest of the members of the Association.

Section 4 - Notice of Meetings

It shall be the duty of the Clerk to mail or deliver to each Unit Owner of record a notice of each annual and special meeting, stating the purpose(s), date, time and place thereof at least five (5), but not more than ten (10), days prior to such meeting. Mailing or delivery of a notice in the manner provided in these By-laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed by such Unit Owner or by his duly authorized attorney or agent before, during or after the meeting, is filed with the records of the meeting.

Section 5 - Quorum

Except as provided otherwise in the By-Laws of the Association, the presence in person or by proxy of a majority in interest of the members of the Association shall constitute a quorum at all meetings of the members of the Association. If any meeting of the members of the Association cannot be held because a quorum is not presented, a majority in interest of the members of the Association who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time for which the original meeting was called.

Section 6 - Voting

The member(s) of the Association, or some person designated by each such member of the Association to act as proxy on his or their behalf, who need not be a Unit Owner, shall be entitled to cast the vote appurtenant to such Unit at any meeting of the members of the Association, provided the member is not under suspension. The designation of any proxy shall be made in writing to the Clerk and shall be revocable at any time prior to or at the meeting upon written notice to the Clerk by the member(s) so designating. Any and all members of the Association may be present at any meeting of the members of the Association, either in person or by proxy. Each member of the Association, including the Declarant, shall be entitled to cast one (1) vote at all meetings of the members of the Association, which vote shall be weighted by multiplying it by the beneficial interest percentage appurtenant to the Unit(s) owned by such member of the Association as set forth in the Master Deed; provided, however, that the vote attributable to each Unit must be voted as an entirety and if Owners of a Unit shall be unable to agree on the vote to be cast on any issue, their right to vote on that issue shall be deemed waived. Any Units owned by the Association or Board of Governors on behalf of the Association shall not be entitled to vote and shall be excluded from the total number of Units in the Condominium when computing the proportionate interest of all Unit Owners for voting purposes.

Section 7 - Majority Defined

As used in the By-laws of the Association, "majority of members of the Association" shall mean any aggregation of members of the Association having more than fifty (50%) percent of the beneficial interest of all members of the Association, present in person or by proxy, as determined in accordance with Section 6 of this Article. The vote of a majority of members of the Association present at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes, except when a higher percentage vote is required by law, the Master Deed or the By-Laws of the Association.

ARTICLE VI - OFFICERS

Section 1 - Principal Officers of the Association

The principal officers of the Association shall be the President, the Clerk and the Treasurer. The initial officers shall be those designated in the Articles of Organization. Their successors shall be elected by the Board of Governors to serve as such officers. The President and Treasurer shall be members of the Association. The Board of Governors may appoint a Vice President, Assistant Treasurer, Assistant Clerk and such other officers as it deems necessary or appropriate for the conduct of the business of the Condominium and may thereafter remove or replace said appointees at any time at the pleasure of the Board of Governors.

Section 2 - Selection and Removal of Officers

The officers shall be elected annually at the first meeting of the Board of Governors following the annual meeting of members of the Association and shall hold office at the pleasure of the Board of Governors or until their successors are elected and qualified. Upon affirmative vote of a majority of the Board of Governors at a regular or special meeting thereof called for that purpose, any officer may be removed, either with or without cause, and his successor elected.

Section 3 - President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members of the Association and of the Board of Governors. He shall have all of the general powers and duties incidental to the office of President, including, but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

Section 4 - Clerk

The Clerk shall keep the minutes of all meetings of the members of the Association and of the Board of Governors, shall have charge of such books and papers as the Board of

Governors may direct, and shall perform all duties incidental to the office of the Clerk and as described elsewhere in the By-Laws of the Association or the Master Deed.

Section 5 - Treasurer

The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Governors or the Association in such depositories as may from time to time be designated by the Board of Governors and he shall perform all duties incidental to the office of Treasurer. No payment voucher shall be paid unless and until approved by the Treasurer.

Section 6 - Execution of Documents for the Board of Governors

All agreements, contracts, deeds, leases, checks and other instruments of the Association or the Condominium shall be executed by such officer or officers of the Association or by such other person(s) as may be authorized by the Board of Governors.

Section 7 - Compensation of Officers

No officer shall receive any compensation from the Association for acting as such, except for reimbursement of necessary and duly incurred expenses.

Section 8 - Resignation

Any officer may resign at any time by giving written notice to the Board of Governors, the President or the Clerk. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to render it effective.

ARTICLE VII - NOTICES

Section 1 - Notice Procedure

Whenever under the provisions of the Master Deed or the By-Laws of the Association, notice is required to be given to the Association, the Board of Governors or any Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, either by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to the Association, the Board of Governors or such Unit Owner, respectively, at such address as appears on the books of the Association, provided that such mailing is made in The Commonwealth of Massachusetts, or by delivery to said person's address. Notice shall be deemed given if mailed as of the date of mailing or, if otherwise, as of the date of delivery.

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Section 2 - Waiver of Notice

Whenever any notice is required to be given under the provisions of the Master Deed, the law or the By-Laws of the Association, a written waiver thereof, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIII - OPERATION OF THE CONDOMINIUM

Section 1 - Budget

The Board of Governors shall, from time to time and at least annually, prepare a budget for the Association and, in connection therewith, determine the amount of common expenses of the Association and allocate and assess common expenses among the Unit Owners according to the respective percentages of ownership in the Condominium as set forth in the Master Deed. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Governors, pursuant to the provisions of the By-Laws of the Association. The common expenses shall also include the amounts estimated for the operation, care, upkeep and maintenance of the Condominium, including, without limitation, any amount for working capital of the Association, for a general operating reserve, an adequate reserve fund for maintenance, repair and replacement of those portions of the common areas and facilities which must be replaced on a periodic basis and to make up any deficit in the common expenses of any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Governors on behalf of all the Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at foreclosure or other judicial sale, such purchase or lease to be in accordance with the provisions of Article XII hereof.

In addition, a working capital fund shall be established for the initial months of the Condominium operation equal to at least two (2) months' estimated common area charges for each Unit, which fund shall be collected and transferred to the Association at the time of delivery of the first Unit deed of each Unit, and which shall be maintained in a segregated account for the use and benefit of the Association. The contribution to such fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Unit. 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 Board of Governors. Amounts paid into the fund shall not be considered advance payment of regular assessments.

The Board of Governors shall advise all Unit Owners promptly in writing of the amount of the common charges payable by each of them, respectively, as determined by the Board of Governors and shall furnish copies of each budget on which such charges are based to all Unit Owners and to their mortgagees. The Declarant will be required to pay common charges in full on any Unit owned by it. A separate statement will be provided each Unit Owner by the Association as to charges due for services provided by it on behalf of the Association, including the Unit Owner's share of the charges for services provided to the Condominium.

Section 2 - Payment of Common Charges

All Unit Owners shall pay the common charges assessed by the Board of Governors, pursuant to the provisions of the By-Laws of the Association, monthly in advance.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him, duly recorded in Middlesex North Registry of Deeds, including conveyance to the Association.

Each assessment against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment fell due. Subject to the provisions of Section 3 of this Article, a purchaser of a Unit shall not be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless assumed by him or required by applicable law and a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall be subject to, but not personally liable for, a lien for unpaid common charges assessed prior to the foreclosure sale, except as otherwise provided in Paragraph 17 of the Master Deed with respect to first mortgages.

Section 3 - Default

In the event of default by any Unit Owner in the payment of common charges, such Unit Owner shall be obligated to pay interest at a rate equal to the prime rate plus two (2%) percent as charged by The First National Bank of Boston at the time of such default, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Governors in collecting same. The Board of Governors shall seek to recover such common charges, together with interest and expenses, from Unit Owners who fail to pay such assessment within thirty (30) days after the due date (or within such shorter period of time as may be determined by the Board of Governors) by action to recover the same, including reasonable attorneys' fees, brought against such Unit Owner or by foreclosure of the lien such unpaid charges have become on the Unit(s), or by such other action, including the commencement of legal action, as the Board of Governors may deem reasonably required under the circumstances.

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Section 4 - Power to Suspend Rights of Membership

In the event of default by any Unit Owner in the payment of the common charges, or any other amounts owed to the Association, the Board of Governors shall have the power to suspend the Unit Owner's membership rights and privileges in the Association, including the right to serve on the Board of Governors, but such suspension shall remain in effect only until such amounts as are owed are paid.

Section 5 - Foreclosure of Liens

In any action brought by the Board of Governors to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay in addition to all other charges and assessments a reasonable rental for the use and occupation of his Unit, if such use continues after the foreclosure, and the plaintiff in such foreclosure action, in addition to all other rights and remedies to which it may be entitled, shall be entitled to the appointment of a receiver to collect the same. The Board of Governors, acting on behalf of the Association, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, convey, mortgage (but not to vote the share(s) appurtenant thereto) and otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing same.

Section 6 - Statement of Unpaid Common Charges and Priority of Lien

The Board of Governors shall promptly provide any Unit Owner requesting same, in writing, with a written statement of all unpaid common charges due from such Owner in form suitable for recording and the same, when recorded with Middlesex North Registry of Deeds, shall operate to discharge the Unit from any other charges not included in such statement then unpaid.

a. To the extent permitted by applicable law, any lien of the Association for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest which may be levied by the Association in connection with unpaid assessments shall be subordinate to said mortgage.

b. A lien for common expense 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 shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a common expense. 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.

Section 7 - Maintenance

a. All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, and to the doors and windows, electrical, plumbing, heating, air conditioning, water and sewer facilities and fixtures belonging to a Unit Owner and not part of the common areas and facilities or the areas concerning which easements have been conveyed to the Association, shall be done by the Unit Owner and at the Unit Owner's expenses, except as otherwise specifically provided herein; provided that all repair, replacement, painting or decorating of the exterior of any Unit, including, but not limited to, doors, windows, trim, clapboard, shingles, roofs, brickwork, terraces, patios, garage exteriors, porches, decks, balconies shall be done by the Association, or its appointee, as a common charge, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner in the same manner as a common charge and enforceable in the same manner as a common charge.

b. All maintenance, repair and replacements to the common areas and facilities or to those areas concerning which easements have been conveyed to the Association shall be done by the Board of Governors, or its appointee, and shall be included as a common expense of the Association, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner in the same manner as a common charge and enforceable in the same manner as a common charge.

Section 8 - Restrictions

a. No nuisances shall be allowed in the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful enjoyment of the Condominium.

b. No immoral, improper, offensive or unlawful use shall be made of the condominium or any part thereof and all laws, zoning by-laws, ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

c. Signs - No signs, plaques or communication of any description shall be placed on the exterior of any Unit or any common area or facility by a Unit Owner or his agent.

Section 9 - Improvement Restriction

A - No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit from its natural or improved state existing on the date such Unit was first conveyed in fee by the Declarant shall be made or done, except as provided in the Master Deed and herein.

B - The Board of Governors may authorize that Units in common ownership be connected for the purpose of single occupancy and that for such purposes cuts be made in common walls or floors; provided, always, that the owners of the Units permitted so to combine them shall do any work in connecting Units at such owners' expense and only in the manner prescribed by the Board of Governors. Any such authorization shall be valid only if in writing signed by a majority of the Board of Governors then in office and shall become void unless the work to connect the Units shall be commenced within six (6) months after the date of authorization and shall be completed within a reasonable time thereafter. At such time as connected Units are no longer to be common ownership, the owners of such Units shall promptly restore the common walls and/or floors between the Units at their expense and upon failure to do so, the Board of Governors may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Association for the cost of the work which, if not paid when demanded, shall constitute a lien on the Units in question in proportion to their respective common interests. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of common ownership prior to demand or any filing in the Registry of Deeds to enforce the lien.

C - The Board of Governors may authorize that exclusive use of one or more common areas be assigned to one or more Units for such time and on such conditions as the Board of Governors may determine, which conditions may, without limitation, include a requirement that the Unit Owners so benefitted pay, as additional common expenses, such costs of said common areas as the Board of Governors from time to time may determine. The failure of the Board of Governors granting said exclusive use to require payment of any such costs as a condition of such exclusive use shall not preclude those Board of Governors, or any successor Governors, from imposing reasonable additional common expenses for the exclusive use of said common areas. Unless otherwise provided in a writing signed by a majority of the Board of Governors and recorded with the Registry of Deeds, such rights of exclusive use of common areas shall be personal to the Unit Owners to whom granted and shall terminate when such Unit Owners no longer own the Units so benefitted.

Section 10 - Cost Allotment of Improvements

a. If fifty (50%) percent or more, but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the common areas and facilities or to areas concerning which an easement has been granted to the Association, the cost of such improvement shall be borne by the Unit Owners so agreeing.

b. Seventy-five (75%) percent or more of the Unit Owners may agree to make an improvement to the common areas and facilities or to areas concerning which an easement has been granted to the Association and assess the cost thereof as a common expense, but if

such improvement shall cost in excess of ten (10%) percent of the then total value of the Condominium, any Unit Owner not so agreeing may apply to the Middlesex County Superior Court, on such notice to the Board of Governors as the Court shall direct, for an order directing the purchase of his Unit(s) by the Association at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

c. All improvements undertaken pursuant to this section shall be subject to the prior written approval of the Board of Governors.

Section 11/-/Right of Access

A Unit Owner shall grant a right of access to his Unit(s) to the Association and/or any other person authorized by the Board of Governors for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the parts of the Condominium over which said person(s) has (have) control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Unit Owner. In an emergency, such right of entry shall be immediate, whether the Unit Owner is present or not.

Section 12 - Rules and Regulations of the Association

The use of the Units and the common areas and facilities in the Condominium shall be subject to Rules and Regulations from time to time adopted by the Board of Governors. Such Rules and Regulations shall be called Cascades Condominium Rules and Regulations and copies of such Rules and Regulations shall be made available to each Unit Owner prior to their effective date.

Section 13 - Right of Action

The Board of Governors, on behalf of the Association and any aggrieved Unit Owner, shall have an appropriate right of action against Unit Owners for failure to comply with the provisions of the Master Deed, By-Laws and Rules and Regulations of the Condominium. Unit Owners shall have similar rights of action against the Board of Governors.

Section 14 - Ingress and Egress of Unit Owners

There shall be no restrictions upon any Unit Owner's right of ingress or egress to his or her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

ARTICLE IX - INSURANCE

Section 1 - Minimum Coverage - Association

The Association shall obtain and maintain, to the extent available, the following:

a. A master policy covering all of the common elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and

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building service equipment to the extent that they are part of the common elements of the Condominium, as well as common personal property and supplies and other common personal property belonging to the Association; the master policy shall also include any fixtures, equipment or other property within the Units which are customarily considered part of a Unit for mortgage purposes (regardless of whether such property is a part of the common elements).

The master policy shall afford protection at least against the following:

- (i) loss or damage by fire and other perils covered by the standard extended coverage endorsement;
- (ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the Condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage and shall include Agreed Amount and Inflation Guard Endorsements if obtainable, and construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even where only part of the Condominium is destroyed by an insured hazard.

The named insured shall be the Association "for the use and benefit of the individual Owners" and each First Mortgagee, its successors and assigns, shall be named in the standard mortgage clause for each Unit on which there is such a mortgage.

The policy shall contain a clause which provides that it may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

- (i) recognition of any Insurance Trust Agreement (if any there be);
- (ii) a waiver of the right of subrogation against any Unit Owners individually;
- (iii) the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners that are not in control of the Association; and
- (iv) a "Special Condominium Endorsement" providing that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

b. Steam boiler coverage for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident, per location, if there exist on the premises any steam boilers.

c. If any portion of the Condominium property is in a flood hazard area, flood insurance in an amount not less than:

- (i) the maximum coverage available under the National Flood Insurance Program (NFIP) for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area; or
- (ii) one hundred (100%) percent of current "replacement cost" of all such buildings and other insurable property.

d. Liability insurance for comprehensive general liability insurance coverage covering all common areas, public ways of the Condominium and any other areas that are under the supervision of the Association. Such coverage shall be for not less than \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence and shall include, without limitation, legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of law suits related to employment contracts of the Association, and shall provide further that such policy or policies may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to the First Mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.

e. Fidelity bonds in blanket form for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds, or one and one-half times the insured's estimated annual operating expenses and reserves, whichever is greater.

- (i) The fidelity bonds shall name the Association as an obligee;
- (ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and
- (iii) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and to the First Mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.

ARTICLE X - DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 1 - Duty to Repair or Restore

Any portion of the Condominium, including the buildings erected within the Condominium, damaged or destroyed shall be repaired or restored promptly by the Association, as provided in this Article, subject to the provisions of Chapter 183A, Section 17, of the General Laws of Massachusetts as the same may be amended from time to time.

Section 2 - Estimate of Cost

Promptly after damage to or destruction of some portion of the Condominium and thereafter as often as it deems advisable, the Board of Governors shall obtain reliable and detailed estimates of the cost of repair or restoration. If such cost, in the opinion of the Board of Governors, may exceed Five Thousand and No/100 (\$5,000.00) Dollars, the Board of Governors may retain the services of an architect or engineer or construction consultant to assist in the determination of such estimates and in the supervision of repair and restoration.

Section 3 - Collection of Construction Funds

Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, payments of Unit Owners for damage to or destruction of improvements and other funds received on account of or arising out of injury or damage to the Condominium.

a. Insurance Proceeds - The Board of Governors shall adjust losses under physical damage insurance policies of the Association. Insurance proceeds from losses in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars shall be payable to the insurance trustee as hereinafter defined.

b. Assessments Against Owners - If the insurance proceeds are insufficient to effect the necessary repair or restoration of the common areas and facilities, such deficiency shall be charged against all Unit Owners as a common expense. The proceeds of assessments for such common expenses shall be paid by the Board of Governors directly to the vendor making the repairs or restoration if the loss is less than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars and shall be paid to the insurance trustee, if in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars.

c. Payments by Owners - Payments received from Unit Owners, pursuant to Section 5.a.2. of this Article, shall be paid by the Board of Governors to the insurance trustee, if the loss is in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, otherwise by the Board of Governors directly to the vendor making the repairs.

d. Payments by Others - Any other funds received on account of or arising out of injury or damage to the Condominium shall be paid by the Board of Governors to the

insurance trustee, if the loss is in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, otherwise the funds shall be administered directly by the Board of Governors.

Section 4 - Plans and Specifications

Any repair or restoration must be either

(a) substantially in accordance with the architectural and engineering plans and specifications for the original buildings and shall also include such improvements and fixtures as may have been installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming; or

(b) according to plans and specifications approved by the Board of Governors and by a majority in beneficial interest of the Unit Owners and the holders of first mortgages encumbering fifty-one (51%) percent of the Units subject to mortgages, which approvals shall not be unreasonably withheld.

Section 5 - Units

Damage or destruction of improvements situated within a Unit shall be repaired or restored, except after a determination not to repair or restore, pursuant to Section 6.e. of this Article, as follows:

a. Construction Funds

1. To the extent that such damage or destruction is covered by insurance of the Association, the proceeds of such insurance or award shall be made available for the repair or restoration of the Unit.

2. To the extent that such damage or destruction is not covered by insurance of the Association, such Unit Owner shall be responsible for the cost of repair and restoration.

3. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of a Unit Owner, then the Unit Owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the insurance purchased by the Association, in which event, the Association shall be responsible for said costs.

b. Performance of Work and Payment

If there is damage to or destruction of all or part of the Condominium and the combined damage or destruction to the common areas and facilities and all affected property which the Association is responsible to insure exceeds Five Thousand and No/100 (\$5,000.00) Dollars, the repair or restoration of the property shall be effected by the Association to the extent that construction funds as described in Subsection a.1. of this Section are available and to the extent that the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Board of Governors such sum as is necessary,

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according to the estimate of cost described in Section 2 of this Article, to cover any part of the cost of repair or restoration which is not covered by insurance of the Association or by a condemnation award not specifically allocated to the Unit Owner.

Section 6 - Disbursements of Construction Funds

The insurance trustee shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties and shall disburse the balance in the following manner:

- a. Damage or destruction not exceeding Twenty-Five Thousand and No/100 (\$25,000.00) Dollars

Such proceeds are not payable to nor under the control of the insurance trustee, but shall be administered by the Board of Governors.

- b. Payment for Repair and Restoration

The insurance trustee shall apply such balance to pay directly and to reimburse the Association for the payment of the costs of repair or restoration of such Units and common areas and facilities, including the cost of temporary repairs for the protection of such Units and common areas and facilities pending the completion of permanent repairs and restoration, upon written request of the Association, in accordance with Section 7.a. of this Article, and upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily.

- c. Contribution by Owners

The Association shall maintain a separate account as to each Unit with respect to payments by a Unit Owner, pursuant to Section 5.a.2. of this Article, and expenditures of such payments. General expenses of administration, such as deductions by the insurance trustee for its costs, expenses and fees, shall be charges against the Association's construction funds and against Unit Owners' payments, pursuant to Section 5.a.2. of this Article, in proportion to the amounts of each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners and the mortgagees of the Units as their interests may appear.

- d. Surplus Funds

If, after payment of all repairs and restoration and the refund of any excess payments by Unit Owners, pursuant to Subsection c. of this Section, there remains any surplus funds, such funds shall be paid to the Unit Owners in proportion to their contributions resulting from assessments levied against them, pursuant to Section 3.c. of this Article; provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Association and shall be part of its general income.

e. Determination Not to Repair or Restore

Subject to the provisions of Chapter 183A, Section 17, of the General Laws of Massachusetts, if there is destruction of the Condominium exceeding ten (10%) percent of its value prior to the casualty and Seventy-Five (75%) Percent in interest of the Unit Owners do not agree to proceed with repair or restoration within 120 days after the date of casualty, any balance of construction funds, after the refund of any payments by Unit Owners, pursuant to Subsections c. and d. of this Section, shall be disbursed in accordance with the proportion of beneficial interest appurtenant to the Unit(s) owned by each Unit Owner bears to the total percentage of beneficial interest held by Unit Owners in the Condominium, excepting for those Units owned by the Association. In the event of dispute as to the percentage of destruction, or the allocation of disbursements hereunder, the same shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

Section 7 - Certificates

The insurance trustee may rely on the following certifications:

a. By the Board of Governors - The Board of Governors shall certify to the insurance trustee, in writing, as to the following matters:

1. Whether or not damage or destroyed property is to be repaired or restored;
2. Whether or not, in the opinion of the Board of Governors, the cost of repair or restoration may exceed Twenty-Five Thousand and No/100 (\$25,000.00) Dollars;
3. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

b. By Attorneys - The Board of Governors shall furnish the insurance trustee, in the event that any payments are to be made to a Unit Owner or mortgagee(s), with an Attorney's Certificate of Title based upon a search of the land records from the date of the recording of the original Master Deed, stating the name of the Unit Owner and the mortgagees.

Section 8 - Insurance Trustee to Administer Insurance Proceeds in the Event of Loss

The Board of Governors shall enter into and keep in force a Trust Agreement with a bank in The Commonwealth of Massachusetts with trust powers to receive, administer and disburse funds, provided losses are in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in each instance, pursuant to this Article. Such Trust Agreement shall incorporate the Master Deed and the By-Laws of the Association by reference and shall provide that, upon termination thereof, all monies or funds held by the insurance trustee shall be turned over only to a successor insurance trustee which shall also be a bank in The

Commonwealth of Massachusetts with trust powers designated insurance trustee, pursuant to this Article. No amendment of the Master Deed or the By-Laws of the Association shall be binding on the insurance trustee until the insurance trustee receives notice of such amendment.

ARTICLE XI - MORTGAGES

Section 1 - Notice to Board of Governors

A Unit Owner who mortgages his Unit shall notify the Board of Governors of the name and address of the mortgagee, and such notice may be given by the mortgagee. The Board of Governors shall maintain a current list of such information and a mortgagee shall remain on such list until the Board of Governors receives written notice from such mortgagee to the contrary or a copy of a discharge by the mortgagee.

Section 2 - Listed Mortgagee

As used in these By-Laws, "listed mortgagee" shall mean a lender holding a first mortgage of record on a Unit of which the Unit Owner or mortgagee affected has given the notice required in Section 1 of this Article. Such mortgagee shall remain a listed mortgagee until the Board of Governors receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged of record.

Section 3 - Unpaid Common Expenses

The Board of Governors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any violation of the provisions of the Master Deed or these By-Laws by the Unit Owner of the mortgaged Unit which has not been cured within sixty (60) days.

Section 4 - Notice of Default

The Board of Governors, when giving notice to a Unit Owner of a default for nonpayment of common expenses or any other default or violation, shall send a copy of such notice to each mortgagee of the Unit whose name and address has theretofore been furnished to the Board of Governors.

Section 5 - Examination of Books

Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at reasonable times on business days.

Section 6 - Notice of Loss

The Board of Governors shall give each first mortgagee of which they shall have a record, pursuant to Section 1 of this Article, notice whenever there is (a) damage to a mortgaged Unit in excess of One Thousand and No/100 (\$1,000.00) Dollars (notice to the mortgagee of the damaged Unit) or (b) damage to common areas and facilities in excess of Ten Thousand and No/100 (\$10,000.00) Dollars (notice to all mortgagees).

ARTICLE XII - SALE OF UNITS**Section 1 - Appurtenant Interest**

No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit, without including therein the appurtenant interest. For the purposes of this Section, "appurtenant interest" shall include, in addition to those appurtenances described in the Master Deed, and those in the By-Laws of the Association, the following:

- a. such Unit Owner's undivided interest in the common areas and facilities and the rights in areas concerning which easements have been conveyed to the Association;
- b. membership in both the Association and the Corporation;
- c. the interest of such Unit Owner in any Unit(s) theretofore acquired by the Association, or the proceeds of the sale or lease thereof, if any; and
- d. the interest of such Unit Owner in any other assets of the Association.

Any deed, mortgage or other instrument purporting to affect a Unit shall be deemed and taken to include the appurtenant interest, whether or not such interests are specifically included therein. No part of the appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest is appurtenant or as part of a sale, transfer or other disposition of such part of the appurtenant interest of all Units in the Condominium.

Section 2 - Waiver of Rights of Partition

In the event that a Unit shall be acquired by the Association, the Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE XIII - AMENDMENTS TO THE BY-LAWS OF THE ASSOCIATION

The By-Laws of the Association may be modified or amended by the affirmative vote of sixty-six and two-thirds (66-2/3%) percent (or any larger percentage, if such modification or amendment affects a provision requiring a larger percentage) in beneficial interest of all members of the Association, present in person or by proxy at a meeting of such members of the Association duly called and held for such purpose.

ARTICLE XIV - CONFLICTS

In case any of the By-Laws of the Association are in conflict with the provisions of any statute, the Articles of the Association or the Master Deed, the provisions of said statute, Articles of the Association or Master Deed, as the case may be, shall control.

ARTICLE XV - MISCELLANEOUS

Section 1 - Invalidity

The invalidity of any part of the By-Laws of the Association shall not impair or affect in any manner the validity, enforceability or effect of the balance of the By-Laws of the Association.

Section 2 - 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 the By-Laws of the Association or the intent of any provisions thereof.

Section 3 - Waiver

No restriction, condition, obligation or provision contained in the By-Laws of the Association shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which occur.

Duly adopted by The Cascades Condominium Association, Inc., this 2nd day of March 1984.

Catherine Y. Deloge
Catherine Y. Deloge, Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 2, 1984

Then personally appeared Catherine Y. Deloge and acknowledged the foregoing to be the free act and deed of The Cascades Condominium Association, Inc. before me

Reginald L. Marden
Reginald L. Marden
My Commission Expires: 6/16/89

Rec May 8 1984 12:10PM #12939

BK2743

BK2743 PG 156


DESIGNATION OF BOARD OF GOVERNORS

Crossriver Condominiums, Inc the Declarant under the By-laws of the Cascades Condominium Association, Inc. pursuant to Article IV section 5 of said By-laws hereby appoints as the first Board of Governors the following three individuals:

Anastasios Kalogianis
Maria T. Habeeb
Catherine Y. Deloge

Executed this 26th day of April, 1984 and effective forthwith

Crossriver Condominiums, Inc.


by 
Anastasios Kalogianis
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

April 26, 1984

Then personally appeared the above-name Anastasios Kalogianis, President and Treasurer, acknowledged the foregoing instrument to be the free act and deed, of Crossriver Condominiums, Inc. before me.


Reginald L. Marden
My commission expires:
June 16, 1989

Rec May 8 1984 2:50PM #12991

LAW OFFICES OF
REGINALD L. MARDEN, P.C.
60 CENTRAL STREET
ROCKPORT, MASS. 01818
TELE (617) 478-0477

BK2760

BK2760 PG 292

THE CASCADES CONDOMINIUM
AMENDMENT NO. 1 TO THE BY-LAWS

The Cascades Condominium Association, Inc., being the Association of the unit owners of The Cascades Condominium, hereby certifies that the By-Laws of said Condominium Association duly recorded with said Middlesex North Registry of Deeds, were amended at a joint meeting of the unit owners and the Board of Governors at which all unit owners and all members of the Board of Governors were present, said meeting being duly noticed and held on April 24, 1984, according to the By-Laws, it was on motion duly made and seconded, unanimously;

VOTED that Section 5 of Article 4 of the said By-Laws be amended by striking the words "three (3) members" as appears in said Section, and by inserting in place thereof "four (4) members."

VOTED that Article 13 of the said By-Laws be amended by adding the following sentences: "The By-Laws, together with all such amendments to the same, shall be duly recorded with the Middlesex North Registry of Deeds."

The Cascades Condominium Association, Inc.

Catherine Y. Deloge
Catherine Y. Deloge, Clerk

12805

Rec May 31 1984 8:30AM #15597

DAVIS MAJUM & D'AGOSTINE
Real Estate Dept.
One Boston Place
Boston, MA 02108

BK3056

BK3056 PG 285

CASCADES CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
ADDENDUM

In the event of a violation of a Rule or Regulation by a Unit Owner or other person occupying such Unit, the Board of Directors shall have the authority to levy an assessment against that person or Unit Owner in an amount not to exceed \$10 per diem of violation. In the event that the Board shall bring legal action to enforce a Rule or Regulation, or to collect said assessments, the Unit Owner shall be responsible for the payment of all attorneys' fees incurred by the Association in such enforcement or collection action.

Dated: May 22, 1985

Board of Directors
Cascades Condominium Association

By:

Anastasios Kalogianis

M. C. Habeeb

Catherine Y. Deloge

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

May 22, 1985

LAW OFFICES OF
IRVING L. MARDEN, P.C.
100 CENTRAL STREET
ROCKPORT, MASS. 01960
TELE (617) 476-0077

Then personally appeared the above mentioned Anastasios Kalogianis, M. C. Habeeb and Catherine Y. Deloge and acknowledged the foregoing to be their free act and deed before me.

[Signature]
Notary Public
10/24/86

Rec June 4 1985 3:35PM #20082

RULES AND REGULATIONS

THE CASCADES CONDOMINIUMS

The CASCADES CONDOMINIUM (hereinafter 'CONDOMINIUM'), has been established with the objective of providing enjoyable, comfortable and dignified residential living. In furtherance of the purposes thereof, the Board of Governors of THE CASCADES CONDOMINIUM ASSOCIATION, INC. (the party responsible for the administration, operation and maintenance of the CONDOMINIUM) pursuant to the By-Laws of THE CASCADES CONDOMINIUM ASSOCIATION, INC., have adopted the following RULES AND REGULATIONS, which are in addition to and not in limitation of the provisions of the Master Deed and By-Laws:

In these RULES AND REGULATIONS, the word 'CONDOMINIUM' shall at all times refer to THE CASCADES CONDOMINIUM; and the words "common areas", "common elements", "Board of Governors", "Unit Owner(s)", shall have the meaning given to such terms in the Master Deed creating THE CASCADES CONDOMINIUM. Whenever the RULES AND REGULATIONS impose a duty or obligation upon a Unit Owner, additional, when the concept permits, it shall also include all family members, guests, and invitee of the "Unit Owner".

Section I USE OF THE UNITS.

1. Residential Purposes. At all times, the units shall be used exclusively for residential purposes.
2. Flammable Materials. No unit owner or any of his agents, servants, employees or visitors shall, at any time, bring into or keep in his unit, or in any portion of the common areas, any gasoline, kerosene or any other material of flammable, combustible or explosive nature.
3. Draperies/Window Shades. Draperies, curtains or blinds must be installed by each unit owner in all windows of his unit and must be maintained in said windows at all times. The color of the drapes, curtains or shades visible from exterior must be white, off-white, or neutral (having little or no decisive color, and free from a mixture of other colors).
4. Repair and Condition. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall abide at all times by State or Town Sanitary and other applicable codes.

5. Quiet Enjoyment. No unit owner shall do anything to interfere with other unit owners' quiet enjoyment of their respective units; and to that end, the volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11:00 pm.
6. Effect on Insurance. No unit owner shall use his unit in such a manner as to result in the cancellation of insurance maintained by the Board of Governors on the CONDOMINIUM or in any increase in the cost of such insurance; however, uses resulting in certain increases in premiums may be arranged with specific written permission of the Board of Governors provided that the payment of such increased insurance costs be borne solely by the unit owner requesting same.
7. Signs. Unit owners may not display any signs of whatever nature in windows of their unit. Nameplates may be installed only in such places outside the unit as may be provided for the Board of Governors. Reserving unto the developer's broker, however, the right to display such "For Sale" or other appropriate signs, internally or externally, to facilitate the sale of such units; and until the developer has closed the initial sale of all units, neither the unit owners nor the Condominium Association shall interfere with the sale of such units.
8. Pets. A total of (1) common household domestic pet, such as dogs, cats and the like may be kept in the units unless otherwise prohibited by the Board of Governors as hereinafter described. There shall be a limit of (1) pet per unit, and no pet shall weigh in excess of 15 lbs. The owner of a pet assumes full liability for all damage to persons or property and to the Condominium Association caused by such pet. In no event shall a pet be permitted in any part of the condominium except under leash. All dogs must be licensed by the proper authorities, and must be properly and fully inoculated. The unit owner shall indemnify the Condominium Association and hold it harmless against any loss or liability of any nature whatsoever arising from or growing out of the allowance of the unit owner to have any pet animal in a unit or other portions of the condominium. Owners shall be responsible for the clean-up after their pets and shall attend to same promptly.
9. Equipment Compliance. All radio, television or other electrical equipment of whatever nature, installed by a unit owner within the unit or used in such unit shall fully comply with all rules, regulations and recommendations of the Board of Fire Underwriters or other similar Board and the public authorities having jurisdiction. The unit owner shall be solely liable for any damage or injury occasioned by any such equipment.
10. Miscellaneous. No unit owner shall hang laundry, clothes, sheets, rugs, or the like out of any unit or over balconies or in any of the common areas.

No projections, antennae or decorative articles shall protrude from any unit.

Section II COMMON AREAS.

1. Obstruction of Common Areas. Unit owners shall not cause, nor shall they suffer, obstruction of common areas and facilities, except for storage in any assigned storage areas as the Board of Governors may in specific instances expressly permit.
2. Improper use of Common Areas and Facilities. There shall be no use of the Common Areas and Facilities which injures or scars them or the planting hereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the owners in the enjoyment of the condominium.
3. Falling Matter. No unit owner shall permit anything whatsoever to fall from the windows or doors or over balconies of the premises, nor shall they sweep or throw from the premises any dirt or other substance into any of the corridors, halls or elsewhere in the common areas.
4. Littering. There will be no littering. Paper, cans, bottles, cigarette butts and other trash are to be disposed only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas and facilities of the condominium.
5. Projection/Décor. No unit owners shall permit any projection of whatever nature to protrude from any of the common areas, including installation of screening of balconies, awnings, antennae and the like. No lawn ornaments or other décor visible from the exterior of the premises may be placed upon any of the common areas; and any and all holiday décor as may be permitted by the Board of Governors shall be promptly removed by the unit owners within 20 days after such holiday. No décor or protrusion of any nature which shall otherwise damage any of the common areas shall be permitted.
6. Outdoor Equipment and Children's Playthings. Cooking equipment, lawn furniture, bicycles, children's wheeled vehicles and toys and other personal articles and equipment shall not be left outside the unit, except for appropriate seasonal use of furniture associated with open air patios, balconies and the like which are appurtenant to a unit and when used outside shall be maintained and located in such fashion as to meet safety and aesthetic standards as established by the Board of Governors from time to time.
7. Improvements to Common Areas and Facilities. Improvements to and landscaping of the common areas and facilities shall be done only by the Board of Governors or in such cases as permission of the Board of Governors has been obtained.

8. Recreational Facilities. Unit owners shall have use of the recreational areas designated at such reasonable hours and shall observe all rules and regulations appurtenant to the use of such facilities as posted. Such facilities shall be used at the risk of such unit owners, tenants and their guests; they shall indemnify and hold the Condominium Association harmless against any injuries or damages occasioned by the use of such facilities.
9. Outside Activities. There shall be no organized sports activities, picnicking or fires except in areas approved by the Board of Governors.
10. Trash Disposition. Trash disposition shall be made in such exterior receptacles as designated by the Board of Governors. Unit owners may not employ the use of their own trash cans in any of the common areas.
11. Maintenance Facilities. Any electrical outlet, water tap or the like that may be installed in any of the common areas for the use by the management and/or its employees or agents or servants shall not be used by the unit owners except as may be expressly agreed to by the Board of Governors upon request of a unit owner.
12. Speed Limit. Unless otherwise posted by the Board of Governors, the speed limit on all streets and driveways within the condominium shall be ten miles per hour (10 m.p.h.).
13. Parking. Unit owners shall comply with all parking regulations in accordance with the provisions in the Master Deed.
14. Parking Restriction. Only those vehicles which are currently inspected and licensed and in operable condition may be parked within the confines of the condominium.
15. Parking Spaces. Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other owners and their tenants to appropriate use of parking spaces. Repairing, servicing or washing of vehicles within the parking areas is prohibited. Vehicles parked in violation of this rule will be towed at the owner's expense. Guest (G space only). Residents park in assigned spaces.
16. Camper, Trailer, Boat, etc., Storage. No trucks or similar heavy duty vehicles, snowmobiles, boats, utility trailers, boat trailers or camping trailers will be allowed within the confines of the condominium unless appropriate temporary arrangements have been approved by the Board of Governors. This prohibition includes the overnight parking of such vehicles and equipment.

17. Locks and Keys. No unit owner shall alter any lock or install new locks on any door without the written consent of the Board of Governors. In case such consent is given, the unit owner shall provide the Board of Governors, or their agents, with an additional key pursuant to the Board of Governor's right of access to the unit. The Board of Governors' key shall only be used for emergency purposes.
18. Guests. Unit owners will be held responsible for the actions of their guests. If occupancy by guests create a nuisance to other owners, the Board of Governors shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any owner who is the host of such guests.
19. Complaints. Complaints of violations of these Rules and Regulations should be made to the Board of Governors in writing. If the Board of Governors feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Board of Governors as to what action has been taken.
20. Storage Area. All residents are assigned storage bins. Each resident is responsible for their individual bin. Items left in the hallway area where these bins are located will automatically be disposed of. All items must be stored in the bins.
21. Common Hallway. All common hallways must be kept free of personal items. Anything stored under the stairwells will be disposed of immediately.
22. Outdoor Storage. (front and side deck area) Storage of personal items under the front deck areas is not permitted. Anything stored under these deck areas will be disposed of immediately.
23. Washing Machine Valves and Hoses. All washing machine valves and hoses must be installed in compliance with the materials approved by the Board of Governors. All hoses must be stainless steel and valves used must be the Oatly Brand. Any damage(s) incurred, due to the fact these valves and hoses do not comply to the above specifications, will be the complete responsibility of the unit owner.

THE CASCADES CONDOMINIUM
AMENDMENT NO. 1 TO THE MASTER DEED
PHASE II

Crossriver Condominium, Inc., hereinafter called the Declarant in a Master Deed dated March 2, 1984, and recorded with Middlesex North Registry of Deeds on April 24, 1984 in Book 2732, Page 1, in accordance with Paragraphs 1, 11 and 14 of said Master Deed and by virtue of this Amendment, does hereby create Phase II of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

*See Plan Book 144-36
Sub Plan Book 144-57*

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Cascades Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase II is located on land located at 100 Merrimack Avenue, Dracut, Massachusetts, as described in Schedule A of this Amendment and consists of one building located thereon, shown as Phase II on a plan entitled "Phase II, The Cascades Condominium in Dracut, Mass.", dated June 1, 1984, by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, to be recorded herewith.

3. DESCRIPTION OF BUILDING. Phase II of the Condominium consists of twenty-four (24) units located in a three story building, with a masonry foundation, wood frame, wood and/or masonry siding and asphalt shingle roofing as is shown on the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each Unit is Membership in the Association which shall be in the same percentage as an Individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit. All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, including the exclusive easement to use a storage unit in the basement assigned to each said Unit as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the Units in Phase I and Phase II are subject to all the provisions of the said Master Deed, the By-laws of The Cascades Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

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IN WITNESS WHEREOF, the said Crossriver Condominium, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anastasios Kalogianis, its President and Treasurer hereto duly authorized, this 6 day of July, 1984.

CROSSRIVER CONDOMINIUM, INC.


By: 
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 5, 1984

Then personally appeared the above named Anastasios Kalogianis, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the Crossriver Condominium, Inc. before me.


Notary Public
My commission expires: 6/1/89

THE CASCADES CONDOMINIUM

PHASE II
SCHEDULE ADescription

Certain premises with buildings thereon located on 100 Merrimac Street, Dracut, Massachusetts, being shown as Lot 5 on a plan entitled "Plan of Land in Dracut, Mass.", dated May 19, 1982. Dana F. Perkins & Assoc., Inc., Civil Engineers & Surveyors, recorded with the Middlesex North Registry of Deeds in Plan Book 136, Plan 109, and as also shown on a plan entitled "Proposed Site Plan "The Cascades" in Dracut, Mass." dated May 19, 1982, rev. June 28, 1983. Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors recorded as Plan 30 in Plan Book 143.

Said premises are conveyed subject to and with the benefit of all easements shown on said plan entitled "Plan of Land in Dracut, Mass." dated June 1, 1984 by Dana F. Perkins & Assoc., Inc., Civil Engineers & Surveyors to be recorded herewith including but not limited to an electric easement, a ten (10) foot sewer easement, a ten (10) foot drainage easement, a twenty (20) foot right of way and a forty (40) foot right of way including driveways, adjoining said rights of way for all purposes for which streets and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lots 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected thereon, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2651, Page 91, and an easement to Massachusetts Electric Company dated October 23, 1983, recorded with said Deeds, Book 2669, Page 124.

THE CASCADES CONDOMINIUM

PHASE IISCHEDULE B

<u>Unit No.</u>	<u>No. of Floors</u>	<u>S/F</u>
49	2	1,226
50	1	1,064
51	1	984
52	2	1,096
53	2	1,038
54	2	1,053
55	2	1,066
56	1	984
57	1	992
58	2	1,037
59	2	1,034
60	2	1,062
61	2	1,047
62	1	981
63	1	982
64	2	1,035
65	2	1,035
66	2	1,053
67	2	1,053
68	1	989
69	1	1,065
70	2	1,030
71	2	1,099
72	2	1,234

The layout of each unit, and number of rooms are shown on the said condominium plans recorded with this Amendment, which are incorporated herein by reference. All units have the exclusive easement to use any balcony, deck, or patio adjoining said unit all as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location and designation of all the rooms included in said unit.

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right when the storage building is constructed, to use one such unit in the storage building as shall be assigned by the Board of Governors.

THE CASCADES CONDOMINIUM
 PHASE II
 SCHEDULE C
Percentage Interest Upon Completion of Phases I & II

<u>Unit No.</u>	<u>I & II</u>
73	.02364
74	.01992
75	.01811
76	.02173
77	.02173
78	.02173
79	.02173
80	.01811
81	.01811
82	.02173
83	.02173
84	.02173
85	.02173
86	.01811
87	.01811
88	.02173
89	.02173
90	.02173
91	.02173
92	.01811
93	.01992
94	.02173
95	.02173
96	.02364
49	.02364
50	.01992
51	.01811
52	.02173
53	.02173
54	.02173
55	.02173
56	.01811
57	.01811
58	.02173
59	.02173
60	.02173
61	.02173
62	.01811
63	.01811
64	.02173
65	.02173
66	.02173
67	.02173
68	.01811
69	.01992
70	.02173
71	.02173
72	.02364

The Declarant reserves the right to change such order and number of Phases as well as the mix of units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

Rec July 11 1984 9:58AM #20782

BK2952

BK2952 PG 214

THE CASCADES CONDOMINIUM
AMENDMENT NO. 2 TO THE MASTER DEED
PHASE III

Crossriver Condominium, Inc., hereinafter called the Declarant in a Master Deed dated March 2, 1984 and recorded with Middlesex North Registry of Deeds on April 24, 1984 in Book 2732, Page 1, in accordance with Paragraphs 1, 11, and 14 of said Master Deed and by virtue of this Amendment, does hereby create Phase III of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Cascades Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase III is located on land located at 100 Merrimack Avenue, Dracut, Massachusetts, as described in Schedule A of this Amendment and consists of one building located thereon, shown as Phase III on a plan entitled "Phase III, The Cascades Condominium in Dracut, Mass.", dated January 23, 1985, by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, to be recorded herewith.

3. DESCRIPTION OF BUILDING. Phase III of the Condominium consists of twenty-four (24) units located in a three story building, with a masonry foundation, wood frame, wood and/or masonry siding and asphalt shingle roofing as is shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

See PL BK 2952 146-147

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each Unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit. All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the Units in Phase III is subject to all the provisions of the said Master Deed, the By-Laws of the Cascades Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

BK2952

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IN WITNESS WHEREOF, the said Crossriver Condominium, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anastasios Kalogianis, its President and Treasurer hereto duly authorized, this 7 day of February, 1985.

CROSSRIVER CONDOMINIUM, INC.


President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

1985, ss.

February 7, 1985

Then personally appeared the above named Anastasios Kalogianis, President and Treasurer as aforesaid, and acknowledged the forgoing instrument to be the free act and deed of the Crossriver Condominium, Inc. before me.


Notary Public
My commission expires: 11/23/90

BK2952

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THE CASCADES CONDOMINIUM

SCHEDULE A

Description

Certain premises with buildings thereon located on 100 Merrimac Street, Dracut, Massachusetts, being shown as Lot 3 on a plan entitled "Plan of Land in Dracut, Mass.", dated May 19, 1982. Dana F. Perkins & Assoc., Inc., Civil Engineers & Surveyors, recorded with the Middlesex North Registry of Deeds in Plan Book 136, Plan 109; and as also shown on a plan entitled "Proposed Site Plan 'The Cascades' in Dracut, Mass." dated May 19, 1982, rev. June 28, 1983. Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith.

Said premises are conveyed subject to and with the benefit of a 20' right of way and 40' right of way including driveways, adjoining said rights of way for all purposes for which street and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lot 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected herein, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2651, Page 91, and an easement to Massachusetts Electric Company dated October 25, 1983, recorded with said Deeds, Book 2669, Page 184.

The layout of each unit, and number of rooms are shown on the said condominium plans recorded with this Amendment, which are incorporated herein by reference. All units have the exclusive easement to use any balcony, deck, or patio adjoining said unit as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location, and designation of all the rooms included in said unit.

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right when the storage building is constructed, to use one such unit in the storage building as shall be assigned by the Board of Governors.

BK2952

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THE CASCADES CONDOMINIUM

PHASE III

SCHEDULE B

<u>UNIT NO.</u>	<u>NO. OF FLOORS</u>	<u>S/F</u>
97	2	1,234
98	1	1,053
99	1	972
100	2	1,096
101	2	1,034
102	2	1,061
103	2	1,044
104	1	984
105	1	992
106	2	1,035
107	2	1,023
108	2	1,064
109	2	1,041
110	1	979
111	1	984
112	2	1,032
113	2	1,035
114	2	1,053
115	2	1,053
116	1	989
117	1	1,075
118	2	1,034
119	2	1,099
120	2	1,234

BK2952

PG 219

THE CASCADES CONDOMINIUM

PHASE III

SCHEDULE C

Percentage Interest Upon Completion of Phases I Through III

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
73	1.371
74	1.328
75	1.208
76	1.449
77	1.449
78	1.449
79	1.449
80	1.208
81	1.208
82	1.449
83	1.449
84	1.449
85	1.449
86	1.208
87	1.208
88	1.449
89	1.449
90	1.449
91	1.449
92	1.208
93	1.328
94	1.449
95	1.449
96	1.571
49	1.571
50	1.328
51	1.208
52	1.449
53	1.449
54	1.449
55	1.449
56	1.208
57	1.208
58	1.449
59	1.449
60	1.449
61	1.449
62	1.208
63	1.208
64	1.449
65	1.449
66	1.449
67	1.449

BK2952

PG 220

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
68	1.208
69	1.328
70	1.449
71	1.449
72	1.571
97	1.573
98	1.328
99	1.208
100	1.449
101	1.449
102	1.449
103	1.449
104	1.208
105	1.208
106	1.449
107	1.449
108	1.449
109	1.449
110	1.208
111	1.208
112	1.449
113	1.449
114	1.449
115	1.449
116	1.208
117	1.328
118	1.449
119	1.449
120	1.573

The Declarant reserves the right to change such order and number of Phases as well as mix units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 3(a).

Rec Feb 4 1985 3:43PM #3987

28161

THE CASCADES CONDOMINIUM
AMENDMENT NO. 3 TO THE MASTER DEED
PHASE IV

Crossriver Condominium, Inc., hereinafter called the Declarant in a Master Deed dated March 2, 1984 and recorded with Middlesex North Registry of Deeds on April 24, 1984 in Book 2732, Page 1, in accordance with Paragraphs 1, 11, and 14 of said Master Deed and by virtue of this Amendment, does hereby create Phase IV of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Cascades Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase IV is located on land located at 100 Merrimack Avenue, Dracut, Massachusetts, as described in Schedule A of this Amendment and consists of one building located thereon, shown as Phase IV on a plan entitled "Phase IV, The Cascades Condominium in Dracut, Mass.", dated June 25, 1985, by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, to be recorded herewith.

3. DESCRIPTION OF BUILDING. Phase IV of the Condominium consists of twenty-four (24) units located in a three story building, with a masonry foundation, wood frame, wood and/or masonry siding and asphalt shingle roofing as is shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

3:53PM 07/23/85A RECORD \$14.00

See Book 149-24

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each Unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit. All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the Units in Phase IV is subject to all the provisions of the said Master Deed, the By-Laws of the Cascades Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

BK8112

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IN WITNESS WHEREOF, the said Crossriver Condominium, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anastasios Kalogianis, Its President and Treasurer hereto duly authorized, this 23 day of July, 1985.

CROSSRIVER CONDOMINIUM, INC.

Anastasios Kalogianis
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSA, ss.

July 23, 1985

Then personally appeared the above named Anastasios Kalogianis, President and Treasurer as aforesaid, and acknowledged the forgoing instrument to be the free act and deed of the Crossriver Condominium, Inc. before me.

[Signature]
Notary Public
My commission expires: *6/16/87*

THE CASCADES CONDOMINIUM

SCHEDULE ADescription

Certain premises with buildings thereon located on 100 Merrimac Street, Dracut, Massachusetts, being shown as Lot 2 on a plan entitled "Plan of Land in Dracut, Mass.", dated May 19, 1982. Dana F. Perkins & Assoc., Inc., Civil Engineers & Surveyors, recorded with the Middlesex North Registry of Deeds in Plan Book 136, Plan 109, and as also shown on a plan entitled "Proposed Site Plan 'The Cascades' in Dracut, Mass." dated May 19, 1982, rev. June 28, 1983. Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith.

Said premises are conveyed subject to and with the benefit of a 20' right of way and 40' right of way including driveways, adjoining said rights of way for all purposes for which street and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lot 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected herein, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now are or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2651, Page 91, and an easement to Massachusetts Electric Company dated October 23, 1983, recorded with said Deeds, Book 2669, Page 184.

THE CASCADES CONDOMINIUM

PHASE III

SCHEDULE B

<u>UNIT NO.</u>	<u>NO. OF ROOMS</u>	<u>NO. OF FLOORS</u>	<u>S/F</u>
121	5	2	1,224
122	5	1	1,048
123	4	1	978
124	5	2	1,095
125	5	2	1,035
126	5	2	1,048
127	5	2	1,056
128	4	1	989
129	4	1	957
130	5	2	1,024
131	5	2	1,032
132	5	2	1,037
133	5	2	1,043
134	4	1	985
135	4	1	965
136	5	2	1,031
137	5	2	1,029
138	5	2	1,034
139	5	2	1,050
140	4	1	980
141	5	1	1,066
142	5	2	1,030
143	5	2	1,098
144	5	2	1,233

The layout of each unit and number of rooms are shown on the said condominium plans recorded with this Amendment, which are incorporated herein by reference. All units have the exclusive easement to use any balcony, deck, or patio adjoining said unit as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location, and designation of all the rooms included in said unit.

BK31121

PG 273

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right when the storage building is constructed, to use one such unit in the storage building as shall be assigned by the Board of Governors.

BK3112

PG 274

THE CASCADES CONDOMINIUM

PHASE IV

SCHEDULE C

Percentage Interest Upon Completion of Phases I Through IV

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
73	.01180
74	.00996
75	.00905
76	.01087
77	.01087
78	.01087
79	.01087
80	.00905
81	.00905
82	.01087
83	.01087
84	.01087
85	.01087
86	.00905
87	.00905
88	.01087
89	.01087
90	.01087
91	.01087
92	.00905
93	.00996
94	.01087
95	.01087
96	.01180
49	.01180
50	.00996
51	.00905
52	.01087
53	.01087
54	.01087
55	.01087
56	.00905
57	.00905
58	.01087
59	.01087
60	.01087
61	.01087
62	.00905
63	.00905
64	.01087
65	.01087

66	.01087
67	.01087
68	.00905
69	.00996
70	.01087
71	.01087
72	.01180
97	.01180
98	.00996
99	.00905
100	.01087
101	.01087
102	.01087
103	.01087
104	.00905
105	.00905
106	.01087
107	.01087
108	.01087
109	.01087
110	.00905
111	.00905
112	.01087
113	.01087
114	.01087
115	.01087
116	.00905
117	.00996
118	.01087
119	.01087
120	.01180
121	.01180
122	.00996
123	.00905
124	.01087
125	.01087
126	.01087
127	.01087
128	.00905
129	.00905
130	.01087
131	.01087
132	.01087
133	.01087
134	.00905
135	.00905
136	.01087
137	.01087
138	.01087
139	.01087
140	.00905
141	.00996
142	.01087

BK3112

PG 276

143
144

.01087
.01180

The Declarant reserves the right to change such order and number of Phases as well as mix units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

BK3325

BK3325 PG 339

2889

THE CASCADES CONDOMINIUM
AMENDMENT NO. 4 TO THE MASTER DEED
PHASE V

*See Pl. Bk 151 Pl. 139
See Pl. Bk 151 Pl. 140
See Pl. Bk 151 Pl. 141*

Crossriver Condominium, Inc., hereinafter called the Declarant in a Master Deed dated March 2, 1984 and recorded with Middlesex North Registry of Deeds on April 24, 1984 in Book 2732, Page 1, in accordance with Paragraphs 1, 11, and 14 of said Master Deed and by virtue of this Amendment, does hereby create Phase V of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Cascades Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase V is located on land located at 100 Merrimack Avenue, Dracut, Massachusetts, as described in Schedule A of this Amendment and consists of one building located thereon, shown as Phase V on a plan entitled "The Cascades Condominium, Phase V, in Dracut, Mass.", dated December 3, 1983, by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, to be recorded herewith.

12:12PM01/21/868 RECD:0 \$15.00

3. DESCRIPTION OF BUILDING. Phase V of the Condominium consists of twenty-one (21) units located in a three story building, with a masonry foundation, wood frame, wood and/or masonry siding and asphalt shingle roofing as is shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

PG 3-10

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each Unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit. All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the Units in Phase V is subject to all the provisions of the said Master Deed, the By-Laws of the Cascades Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

IN WITNESS WHEREOF, the said Crossriver Condominium, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anastasios Kalogianis, its President and Treasurer hereto duly authorized, this 21 day of January, 1986.

CROSSRIVER CONDOMINIUM, INC.

Anastasios Kalogianis
President and Treasurer
by Anastasios Kalogianis

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

1/21, 1986

Then personally appeared the above named Anastasios Kalogianis, President and Treasurer as aforesaid, and acknowledged the forgoing instrument to be the free act and deed of the Crossriver Condominium, Inc. before me.

R. J. Kelly
Notary Public *DOB 5-2-38*
My commission expires: 9/4/92

THE CASCADES CONDOMINIUM

SCHEDULE A

Description

Certain premises with buildings thereon located on 100 Merrimac Street, Dracut, Massachusetts, being shown as Lot 1 on a plan entitled "Plan of Land in Dracut, Mass.", dated May 19, 1982, Dana F. Perkins & Assoc., Inc., Civil Engineers & Surveyors, recorded with the Middlesex North Registry of Deeds in Plan Book 136, Plan 109, and as also shown on a plan entitled "Plan of Land in Dracut, Mass." dated December 5, 1985, Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith.

Said premises are conveyed subject to and with the benefit of a 20' right of way and 40' right of way including driveways, adjoining said rights of way for all purposes for which street and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lot 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected herein, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now are or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2651, Page 91, and an easement to Massachusetts Electric Company dated October 25, 1983, recorded with said Deeds, Book 2669, Page 134. Said premises are also conveyed subject to such other easements and rights of way as shown on the site plan recorded herewith.

THE CASCADES CONDOMINIUM

PHASE VSCHEDULE B

<u>UNIT NO.</u>	<u>NO. OF ROOMS</u>	<u>NO. OF FLOORS</u>	<u>S/F</u>
145	5	2	1,236
146	5	1	1,120
147	4	1	993
148	5	2	1,103
149	5	2	1,027
150	5	2	1,058
151	5	2	1,058
152	4	1	984
153	4	1	982
154	5	2	1,035
155	5	2	1,028
156	5	2	1,044
157	5	2	1,059
158	4	1	983
159	4	1	975
160	5	2	1,027
161	5	2	1,027
162	5	2	1,045
163	5	2	1,056
164	4	1	992
165	5	2	1,030

The layout of each unit is shown on the condominium plans recorded with this Amendment, which are incorporated herein by reference. All units have the exclusive easement to use any balcony, deck, or patio adjoining said unit as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location, and designation of all the rooms included in said unit.

BK3325

PG 311

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right when the storage building is constructed, to use one storage unit in the storage building as shall be assigned by the Board of Governors.

BK8925

PG 345

THE CASCADES CONDOMINIUM

PHASE V

SCHEDULE C

Percentage Interest Upon Completion of Phases I Through V

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
73	.0097
74	.0081
75	.0075
76	.0089
77	.0089
78	.0089
79	.0089
80	.0075
81	.0075
82	.0089
83	.0089
84	.0089
85	.0089
86	.0075
87	.0075
88	.0089
89	.0089
90	.0089
91	.0089
92	.0075
93	.0081
94	.0089
95	.0089
96	.0097
49	.0097
50	.0081
51	.0075
52	.0089
53	.0089
54	.0089
55	.0089
56	.0075
57	.0075
58	.0089
59	.0089
60	.0089
61	.0089
62	.0075
63	.0075
64	.0089
65	.0089

BK3325

PG 346

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
66	.0089
67	.0089
68	.0075
69	.0081
70	.0089
71	.0089
72	.0097
97	.0097
98	.0081
99	.0075
100	.0089
101	.0089
102	.0089
103	.0089
104	.0075
105	.0075
106	.0089
107	.0089
108	.0089
109	.0089
110	.0075
111	.0075
112	.0089
113	.0089
114	.0089
115	.0089
116	.0075
117	.0081
118	.0089
119	.0089
120	.0097
121	.0097
122	.0081
123	.0075
124	.0089
125	.0089
126	.0089
127	.0089
128	.0075
129	.0075
130	.0089
131	.0089
132	.0089
133	.0089
134	.0075
135	.0075
136	.0089
137	.0089
138	.0089
139	.0089
140	.0075
141	.0081
142	.0089

BK3325

PG 317

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
143	.0089
144	.0097
145	.0098
146	.0081
147	.0073
148	.0089
149	.0089
150	.0089
151	.0089
152	.0073
153	.0073
154	.0089
155	.0089
156	.0089
157	.0089
158	.0073
159	.0073
160	.0089
161	.0089
162	.0089
163	.0089
164	.0081
165	.0089

The Declarant reserves the right to change such order and number of Phases as well as mix units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

BK3686

BK3686 PG 174

55713

THE CASCADES CONDOMINIUM
AMENDMENT NO. 5 TO THE MASTER DEED
PHASE VI

*See Pl. Bk. 155 Pl. 105
See Pl. Bk. 155 Pl. 106 SEP 10
See Pl. Bk. 155 Pl. 107*

Crossriver Condominium, Inc., hereinafter called the Declarant in a Master Deed dated March 2, 1984 and recorded with Middlesex North Registry of Deeds on April 24, 1984 in Book 2732, Page 1, in accordance with Paragraphs 1, 11, and 14 of said Master Deed and by virtue of this Amendment, does hereby create Phase VI of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Cascades Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase VI is located on land located at 100 Merrimack Avenue, Dracut, Massachusetts, as described in Schedule A of this Amendment and consists of one building located thereon, shown as Phase VI on a plan entitled "The Cascades Condominium, Phase VI, in Dracut, Mass.," dated August 20, 1986, by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, to be recorded herewith.

3. DESCRIPTION OF BUILDING. Phase VI of the Condominium consists of twenty-four (24) units located in a three story building, with a masonry foundation, wood frame, wood and/or masonry siding and asphalt shingle roofing as is shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each Unit is Membership in the Association which shall be in the same percentage as an Individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit. All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

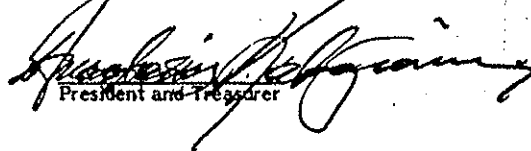
10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the Units in Phase VI is subject to all the provisions of the said Master Deed, the By-Laws of the Cascades Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

DK8686

PG 176

IN WITNESS WHEREOF, the said Crossriver Condominium, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anastasios Kalogianis, its President and Treasurer hereto duly authorized, this 9th day of September, 1986.

CROSSRIVER CONDOMINIUM, INC.



President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

September 9, 1986

Then personally appeared the above named Anastasios Kalogianis, President and Treasurer as aforesaid, and acknowledged the forgoing instrument to be the free act and deed of the Crossriver Condominium, Inc. before me.


Notary Public
My commission expires: 6/14/89

THE CASCADES CONDOMINIUM

PHASE VI

SCHEDULE ADescription

Certain premises with buildings thereon located on 100 Merrimack Avenue, Dracut, Massachusetts, being shown as Lots 7C and 7D on a plan entitled "Plan of Land in Dracut, Mass." dated August 20, 1986, Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith.

Said premises are conveyed subject to and with the benefit of a 20' right of way and 40' right of way including driveways, adjoining said rights of way for all purposes for which street and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan and a plan entitled "Plan of Land in Dracut, Mass." dated May 19, 1982 prepared by Dana F. Perkins and Associates, Inc. recorded with Middlesex North Registry of Deeds, Plan Book 136, Plan 109. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lot 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected herein, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now are or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2651, Page 91, and an easement to Massachusetts Electric Company dated October 25, 1983, recorded with said Deeds, Book 2669, Page 184. Said premises are also conveyed subject to such other easements and rights of way as shown on the site plan recorded herewith.

BK3686

PG 178

THE CASCADES CONDOMINIUM

PHASE VI

SCHEDULE B

<u>UNIT NO.</u>	<u>NO. OF ROOMS</u>	<u>NO. OF FLOORS</u>	<u>S/F</u>
25	5	2	1,236
26	5	1	1,062
27	4	1	986
28	5	2	1,093
29	5	2	1,034
30	5	2	1,061
31	5	2	1,061
32	4	1	988
33	4	1	973
34	5	2	1,026
35	5	2	1,023
36	5	2	1,060
37	5	2	1,051
38	4	1	969
39	4	1	963
40	5	2	1,025
41	5	2	1,033
42	5	2	1,062
43	5	2	1,062
44	4	1	982
45	5	1	1,058
46	5	2	1,026
47	5	2	1,098
48	5	2	1,235

BK36881

PG 179

67	.74
68	.62
69	.68
70	.74
71	.74
72	.80
97	.30
98	.68
99	.62
100	.74
101	.74
102	.74
103	.74
104	.62
105	.62
106	.74
107	.74
108	.74
109	.74
110	.62
111	.62
112	.74
113	.74
114	.74
115	.62
116	.68
117	.68
118	.74
119	.74
120	.80
121	.80
122	.68
123	.62
124	.74
125	.74
126	.74
127	.74
128	.62
129	.62
130	.74
131	.74
132	.74
133	.62
134	.62
135	.74
136	.74
137	.74
138	.74
139	.74
140	.62
141	.68
142	.74
143	.74
144	.80

BK3686

PG 180

THE CASCADES CONDOMINIUM

PHASE VI

SCHEDULE C

Percentage Interest Upon Completion of Phases I Through VI

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
73	.80
74	.68
75	.62
76	.74
77	.74
78	.74
79	.74
80	.62
81	.62
82	.74
83	.74
84	.74
85	.74
86	.62
87	.62
88	.74
89	.74
90	.74
91	.74
92	.62
93	.68
94	.74
95	.74
96	.80
49	.80
50	.68
51	.62
52	.74
53	.74
54	.74
55	.74
56	.62
57	.62
58	.74
59	.74
60	.74
61	.74
62	.62
63	.62
64	.74
65	.74
66	.74

BK3686

PG 181

The layout of each unit is shown on the condominium plans recorded with this Amendment, which are incorporated herein by reference. All units have the exclusive easement to use any balcony, deck, or patio adjoining said unit as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location, and designation of all the rooms included in said unit.

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right when the storage building is constructed, to use one storage unit in the storage building as shall be assigned by the Board of Governors.

145	.80
146	.68
147	.62
148	.74
149	.74
150	.74
151	.74
152	.62
153	.62
154	.74
155	.74
156	.74
157	.74
158	.62
159	.62
160	.74
161	.74
162	.74
163	.74
164	.68
165	.74
25	.80
26	.67
27	.61
28	.74
29	.74
30	.74
31	.74
32	.61
33	.61
34	.74
35	.74
36	.74
37	.74
38	.61
39	.61
40	.74
41	.74
42	.74
43	.74
44	.61
45	.67
46	.74
47	.74
48	.80

The Declarant reserves the right to change such order and number of Phases as well as mix units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

12278

THE CASCADES CONDOMINIUM
AMENDMENT NO. 6 TO THE MASTER DEED
PHASE VII

*See Re BK 158-86
See Re BK 158-87*

1987 MAR -5 PM 3:34

Crossriver Condominium, Inc., hereinafter called the Declarant in a Master Deed dated March 2, 1984 and recorded with Middlesex North Registry of Deeds on April 24, 1984 in Book 2732, Page 1, in accordance with Paragraphs 1, 11, and 14 of said Master Deed and by virtue of this Amendment, does hereby create Phase VII of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Cascades Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase VII is located on land located at 100 Merrimack Avenue, Dracut, Massachusetts, as described in Schedule A of this Amendment and consists of one building located thereon, shown as Phase VII on a plan entitled "The Cascades Condominium, Phase VII, in Dracut, Mass.", dated January 16, 1987, by Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors, Lowell and Reading, Massachusetts, to be recorded herewith.

3. DESCRIPTION OF BUILDING. Phase VII of the Condominium consists of twenty-four (24) units located in a three story building, with a masonry foundation, wood frame, wood and/or masonry siding and asphalt shingle roofing as is shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each Unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit. All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed, and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the Units in Phase VII is subject to all the provisions of the said Master Deed, the By-Laws of the Cascades Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

IN WITNESS WHEREOF, the said Crossriver Condominium, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anastasios Kalogianis, its President and Treasurer hereto duly authorized, this 5 day of March, 1987.

CROSSRIVER CONDOMINIUM, INC.

Anastasios Kalogianis
President and Treasurer
Anastasios Kalogianis

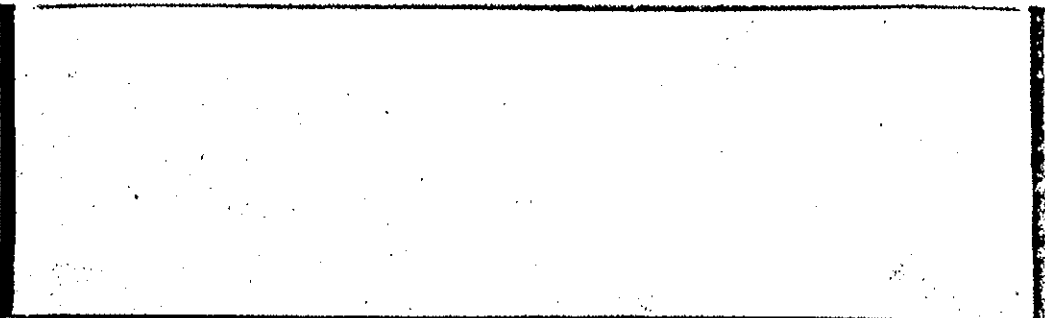
COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

March 5, 1987

Then personally appeared the above named Anastasios Kalogianis, President and Treasurer as aforesaid, and acknowledged the forgoing instrument to be the free act and deed of the Crossriver Condominium, Inc. before me.

David J. Regley
Notary Public David J. Regley
My commission expires 04-19-92



THE CASCADES CONDOMINIUM

PHASE VII

SCHEDULE A

Description

Certain premises with buildings thereon located on 100 Merrimack Avenue, Dracut, Massachusetts, being shown as Lots 6C and 6D on a plan entitled "Plan of Land in Dracut, Mass." dated January 16, 1987, Dana F. Perkins & Assoc., Inc., Civil Engineers and Surveyors to be recorded herewith.

Said premises are conveyed subject to and with the benefit of a 20' right of way and 40' right of way including driveways, adjoining said rights of way for all purposes for which street and ways are used in the Town of Dracut, including but not limited to the installation, now or hereafter, of roadways, driveways, sewer, water, electric, gas and drain lines, all as shown on the above mentioned plan and a plan entitled "Plan of Land in Dracut, Mass." dated May 19, 1982 prepared by Dana F. Perkins and Associates, Inc. recorded with Middlesex North Registry of Deeds, Plan Book 136, Plan 109. Said premises are conveyed together with the right to use that portion of the premises located within the limits of Lot 1 and 2 shown as "Amenities Easement" for recreational purposes (in common with any of the Lots on the above mentioned plan to the extent such Lots are hereinafter included within The Cascades Condominium) including the right to use any recreational facility that may hereafter be erected herein, subject to the obligation of paying the reasonable proportionate share of the expenses and taxes that now are or may hereafter be included in the operation of said recreational facility. The said use of the recreational area shall also be subject to such rules and regulations as may be adopted from time to time by The Cascades Condominium Association, Inc.

Said premises are also conveyed subject to an easement to New England Telephone and Telegraph Company dated September 9, 1983, recorded with said Deeds, Book 2631, Page 91, and an easement to Massachusetts Electric Company dated October 25, 1983, recorded with said Deeds, Book 2669, Page 184. Said premises are also conveyed subject to such other easements and rights of way as shown on the site plan recorded herewith.

THE CASCADES CONDOMINIUM

PHASE VII

SCHEDULE B

<u>UNIT NO.</u>	<u>NO. OF FLOORS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
1	2	1233
2	1	1097
3	1	995
4	2	1093
5	2	1027
6	2	1064
7	2	1062
8	1	1002
9	1	996
10	2	1020
11	2	1025
12	2	1055
13	2	1063
14	1	971
15	1	970
16	2	1023
17	2	1025
18	2	1063
19	2	1065
20	1	962
21	1	1068
22	2	1024
23	2	1099
24	2	1223

The layout of each unit is shown on the condominium plans recorded with this Amendment, which are incorporated herein by reference. All units have the exclusive easement to use any balcony, deck, or patio adjoining said unit as shown on the condominium plans hereinbefore mentioned, which plans also show the layout, location, number of rooms and designation of all the rooms included in said unit.

Each unit shall have the right to use two parking spaces which shall be assigned by the Board of Governors. Each unit shall have the right, when the storage building is constructed, to use one storage unit in the storage building as shall be assigned by the Board of Governors.

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THE CASCADES CONDOMINIUM

PHASE VII

SCHEDULE C

Percentage Interest Upon Completion of Phases I Through VII

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
73	.69
74	.58
75	.53
76	.63
77	.63
78	.63
79	.63
80	.53
81	.53
82	.63
83	.63
84	.63
85	.63
86	.53
87	.53
88	.63
89	.63
90	.63
91	.63
92	.53
93	.58
94	.63
95	.63
96	.69
49	.69
50	.58
51	.53
52	.63
53	.63
54	.63
55	.63
56	.53
57	.53
58	.63
59	.63
60	.63
61	.63
62	.53
63	.53
64	.63
65	.63
66	.63
67	.63

68	.53
69	.58
70	.63
71	.63
72	.69
97	.69
98	.58
99	.53
100	.63
101	.63
102	.63
103	.63
104	.53
105	.53
106	.63
107	.63
108	.63
109	.63
110	.53
111	.53
112	.63
113	.63
114	.63
115	.63
116	.53
117	.58
118	.63
119	.63
120	.69
121	.69
122	.58
123	.53
124	.63
125	.63
126	.63
127	.63
128	.53
129	.53
130	.63
131	.63
132	.63
133	.63
134	.53
135	.53
136	.63
137	.63
138	.63
139	.63
140	.53
141	.58
142	.63
143	.63
144	.69
145	.69

74

146	.58
147	.53
148	.63
149	.63
150	.63
151	.63
152	.53
153	.53
154	.63
155	.63
156	.63
157	.63
158	.53
159	.53
160	.63
161	.63
162	.63
163	.63
164	.58
165	.63
25	.69
26	.58
27	.53
28	.63
29	.63
30	.63
31	.63
32	.53
33	.53
34	.63
35	.63
36	.63
37	.63
38	.53
39	.53
40	.63
41	.63
42	.63
43	.63
44	.53
45	.58
46	.63
47	.63
48	.69
1	.69
2	.58
3	.54
4	.63
5	.63
6	.63
7	.63
8	.54
9	.54
10	.63

11	
12	.63
13	.63
14	.63
15	.54
16	.54
17	.63
18	.63
19	.63
20	.63
21	.54
22	.58
23	.63
24	.63
	.70

The Declarant reserves the right to change such order and number of Phases as well as mix units within such Phase or Phases provided such percentage of interest appertaining to the units, including units existing before as well as after such change is in compliance with the provisions of Chapter 183A Section 5(a).

FINAL CONDOMINIUM/PUD PROJECT ACCEPTANCE

TO: (Name and Address of Seller)

Commonwealth Mortgage Co.
120 Tremont Street
Boston, MA 02108

Cascades (The)

Project name

Phase VII

Phase/Section

100 Merrimack Street

Project Street address

Dracut, Middlesex Co., MA 01826

City/State/ZIP Code

N/A

FNMA Conventional Project No.

PROJECT IS A:

CONDOMINIUM PLANNED UNIT DEVELOPMENT

FNMA APPLICATION FORM:

1028

1070

I. The Federal National Mortgage Association ("FNMA") has previously reviewed the Application Form identified above relating to the above-identified condominium project or planned unit development (PUD) project, together with the accompanying documents listed therein and any other documents submitted to FNMA relating to such project, and has found such documentation to be acceptable as originally submitted, or, in lieu thereof, has, if applicable, issued a Conditional Condominium/PUD Project Acceptance, FNMA Form 1027, relating to such project and containing terms and conditions, for such approval, and has reviewed the opinion of your attorney dated _____ (FNMA Form 1037) relating to such project.

Based solely upon a review of the foregoing forms and supportive documentation, including documents submitted pursuant to requirements specified by FNMA in Form 1027 (if such form was issued by FNMA), and in full reliance upon any Attorney's Opinion as well as upon the representations, warranties and information made or furnished by you to FNMA or set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement (herein called the "Conventional Supplement"), it has been determined that the aforesaid documentation relating to said condominium or PUD project, heretofore submitted, will be acceptable to FNMA with respect to mortgages on individual units within such project which FNMA shall have committed to purchase or otherwise shall be agreeable to purchase, provided, Seller furnishes FNMA, with each loan on an individual unit of said project delivered for purchase, a satisfactory mortgage and promissory note (or other authorized debt and security instruments) in form acceptable to FNMA, together with all other documents not theretofore furnished to and approved by FNMA which are required by the Conventional Supplement to be submitted as a pre-requisite to the purchase of such loans including, but not limited to, all required title evidence and related documentation and all required credit or property underwriting documentation.

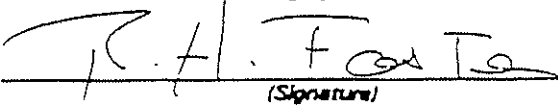
II. If valuations have been approved for individual units within the project, such approval is evidenced by attachment hereto of Form 1028A setting forth such valuations. These valuations shall apply and remain in force with regard to such units in accordance with the provisions hereof and the Conventional Supplement, until _____. FNMA's approval of such valuations is subject to termination or modification at FNMA's option, in the event of any damage or destruction of the property or any significant change in the conditions or circumstances upon which such valuations are predicated occurring on or after the date upon which such valuations were approved.

III. This Final Condominium/PUD Project Acceptance shall expire on March 20, 1990, unless extended at FNMA's option. Approved extensions will be evidenced by the issuance of a revised Final Condominium/PUD Project Acceptance.

IV. Notwithstanding anything herein to the contrary, FNMA shall have the option of terminating this Final Condominium/PUD Project Acceptance in the event of inadequate maintenance, market deterioration or other factors diminishing mortgage security and any change, modification, termination or superseding of any documents relating to the Project or individual units within the Project, including but not limited to the declaration, covenants, conditions and restrictions, bylaws, exhibits and other instruments and communications, including Attorney's Opinions, if any, previously forwarded to FNMA.

V. It is understood that this Final Condominium/PUD Project Acceptance is not issued for the exclusive use and benefit of the above Seller, but, that on the basis of the foregoing documents, value determinations and other information examined by FNMA, a separate Final Condominium/PUD Project Acceptance may be issued, upon request, to any other eligible Seller desiring to sell mortgages on units within said Project.

Federal National Mortgage Association

By: 
(Signature)

Date: MAR 20 1987

Name: ROBERT H. FOSTER

Title: MANAGER - PROJECT APPROVAL

CERTIFICATION BY SELLER

(Deemed made by Seller with respect to each mortgage on a unit in the project submitted by Seller to FNMA for approval and purchase)

Seller hereby certifies as follows for the reliance of the Federal National Mortgage Association (FNMA) in connection with the purchase by FNMA of the mortgage on a unit of the condominium or PUD project described in this FNMA Form 1028.

1. To the best of Seller's knowledge, information and belief, no facts or circumstances that might reasonably have a significantly adverse effect upon the project (including but not limited to matters relating to the viable condition and sound functioning of the project) have arisen or have been discovered that would be material to FNMA in evaluating a loan on a unit in the project for purchase; except as disclosed in full by Seller to FNMA in writing on or before the date of delivery of the mortgage to FNMA.
2. To the best of Seller's knowledge, information and belief the project constituent documents, contracts, conveyances, plats, plans, and other documents relating to the establishment and maintenance of the project which were previously submitted to FNMA with Form 1028 or 1070, or pursuant to requirements specified in Form 1027, as applicable, or otherwise submitted to FNMA, remain in full force and effect and have not been changed, modified, revised, superseded, or terminated in whole or in part subsequent to the issuance date of this Final Condominium/PUD Acceptance as specified above, except as disclosed in full by Seller to FNMA in writing on or before the date of delivery of the mortgage to FNMA.

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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 23rd day of April 1984

Effective date

Michael Joseph Connolly
MICHAEL JOSEPH CONNOLLY

Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO: Bruce G. Daniels, Esquire
Davis, Malm & D'Agostine

One Boston Place
Boston, MA 02108

Telephone (617) 367-2500

Filing Fee \$30.00

Copy Mailed

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

One class membership only.

- *4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

The by-laws of The Cascades Condominium Association, Inc., are incorporated by reference herein and made a part hereof. A copy of duly adopted by-laws are on file in the office of The Cascades Condominium Association, Inc., in Dracut, Massachusetts.

RULES AND REGULATIONS

THE CASCADES CONDOMINIUMS

The CASCADES CONDOMINIUM (hereinafter 'CONDOMINIUM'), has been established with the objective of providing enjoyable, comfortable and dignified residential living. In furtherance of the purposes thereof, the Board of Governor's of THE CASCADES CONDOMINIUM ASSOCIATION, INC. (the party responsible for the administration, operation and maintenance of the CONDOMINIUM) pursuant to the By-Laws of THE CASCADES CONDOMINIUM ASSOCIATION, INC., have adopted the following RULES AND REGULATIONS, which are in addition to and not in limitation of the provisions of the Master Deed and By-Laws:

In these RULES AND REGULATIONS, the word 'CONDOMINIUM' shall at all times refer to THE CASCADES CONDOMINIUM; and the words, "common areas", "common elements", "Board of Governors", "Unit Owner(s)", shall have the meaning given to such terms in the Master Deed creating THE CASCADES CONDOMINIUM. Whenever the RULES AND REGULATIONS impose a duty or obligation upon a Unit Owner, additional, when the concept permits, it shall also include all family members, guests, and invitee of the "Unit Owner".

Section I USE OF THE UNITS.

1. Residential Purposes. At all times, the units shall be used exclusively for residential purposes.
2. Flammable Materials. No unit owner or any of his agents, servants, employees or visitors shall, at any time, bring into or keep in his unit, or in any portion of the common areas, any gasoline, kerosene or any other material of flammable, combustible or explosive nature.
3. Draperies/Window Shades. Draperies, curtains or blinds must be installed by each unit owner in all windows of his unit and must be maintained in said windows at all times. The color of the drapes, curtains or shades visible from exterior must be white, off-white, or neutral (having little or no decisive color, and free from a mixture of other colors).
4. Repair and Condition. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall abide at all times by State or Town Sanitary and other applicable codes.

5. Quiet Enjoyment. No unit owner shall do anything to interfere with other unit owners' quiet enjoyment of their respective units; and to that end, the volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11:00pm.
6. Effect on Insurance. No unit owner shall use his unit in such a manner as to result in the cancellation of insurance maintained by the Board of Governors on the CONDOMINIUM or in any increase in the cost of such insurance; however, uses resulting in certain increases in premiums may be arranged with specific written permission of the Board of Governors provided that the payment of such increased insurance costs be borne solely by the unit owner requesting same.
7. Signs. Unit owners may not display any signs of whatever nature in windows of their unit. Nameplates may be installed only in such places outside the unit as may be provided for the Board of Governors. Reserving unto the developer's broker, however, the right to display such "For Sale" or other appropriate signs, internally or externally, to facilitate the sale of such units; and until the developer has closed the initial sale of all units, neither the unit owners nor the Condominium Association shall interfere with the sale such units.
8. Pets. A total of (1) common household domestic pet, such as dogs, cats and the like may be kept in the units unless otherwise prohibited by the Board of Governors as hereinafter described. There shall be a limit of (1) pet per unit, and no pet shall weigh in excess of 15 lbs. The owner of a pet assumes full liability for all damage to persons or property and to the Condominium Association caused by such pet. In no event shall a pet be permitted in any part of the condominium except under leash. All dogs must be licensed by the proper authorities, and must be properly and fully inoculated. The unit owner shall indemnify the Condominium Association and hold it harmless against any loss or liability of any nature whatsoever arising from or growing out of the allowance of the unit owner to have any pet animal in a unit or other portions of the condominium. Owners shall be responsible for the clean-up after their pets and shall attend to same promptly.
9. Equipment Compliance. All radio, television or other electrical equipment of whatever nature, installed by a unit owner within the unit or used in such unit shall fully comply with all rules, regulations and recommendations of the Board of Fire Underwriters or other similar Board and the public authorities having jurisdiction. The unit owner shall be solely liable for any damage or injury occasioned by any such equipment.
10. Miscellaneous. No unit owner shall hang laundry, clothes, sheets, rugs, or the like out of any unit or over balconies or in any of the common areas.

No projections, antennae or decorative articles shall protrude from any unit.

Section II COMMON AREAS.

1. Obstruction of Common Areas. Unit owners shall not cause, nor shall they suffer, obstruction of common areas and facilities, except for storage in any assigned storage areas as the Board of Governors may in specific instances expressly permit.
2. Improper use of Common Areas and Facilities. There shall be no use of the Common Areas and Facilities which injures or scars them or the planting hereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the owners in the enjoyment of the condominium.
3. Falling Matter. No unit owner shall permit anything whatsoever to fall from the windows or doors or over balconies of the premises, nor shall they sweep or throw from the premises any dirt or other substance into any of the corridors, halls or elsewhere in the common areas.
4. Littering. There will be no littering. Paper, cans, bottles, cigarette butts and other trash are to be disposed only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas and facilities of the condominium.
5. Projection/Decor. No unit owners shall permit any projection of whatever nature to protrude from any of the common areas, including installation of screening of balconies, awnings, antennae and the like. No lawn ornaments or other decor visible from the exterior of the premises may be placed upon any of the common areas; and any and all holiday decor as may be permitted by the Board of Governors shall be promptly removed by the unit owners within 20 days after such holiday. No decor or protrusion of any nature which shall otherwise damage any of the common areas shall be permitted.
6. Outdoor Equipment and Children's Playthings. Cooking equipment, lawn furniture, bicycles, children's wheeled vehicles and toys and other personal articles and equipment shall not be left outside the unit, except for appropriate seasonal use of furniture associated with open air patios, balconies and the like which are appurtenant to a unit and when used outside shall be maintained and located in such fashion as to meet safety and aesthetic standards as established by the Board of Governors' from time to time.
7. Improvements to Common Areas and Facilities. Improvements to and landscaping of the common areas and facilities shall be done only by the Board of Governors or in such cases as permission of the Board of Governors has been obtained.

8. Recreational Facilities. Unit owners shall have use of the recreational areas designated at such reasonable hours and shall observe all rules and regulations appurtenant to the use of such facilities as posted. Such facilities shall be used at the risk of such unit owners, tenants and their guests; they shall indemnify and hold the Condominium Association harmless against any injuries or damages occasioned by the use of such facilities.
9. Outside Activities. There shall be no organized sports activities, picnicking or fires in areas approved by the Board of Governors.
10. Trash Disposition. Trash disposition shall be made in such exterior receptacles as designated by the Board of Governors. Unit owners may not employ the use of their own trash cans in any of the common areas.
11. Maintenance Facilities. Any electrical outlet, water tap or the like that may be installed in any of the common areas for the use by the management and/or its employees or agents or servants shall not be used by the unit owners except as may be expressly agreed to by the Board of Governors upon request of a unit owner.
12. Speed Limit. Unless otherwise posted by the Board of Governors, the speed limit on all streets and driveways within the condominium shall be ten miles per hour (10 m.p.h.).
13. Parking. Unit owners shall comply with all parking regulation in accordance with the provisions in the Master Deed.
14. Parking Restriction. Only those vehicles which are currently inspected and licensed and in operable condition may be parked within the confines of the condominium.
15. Parking Spaces. Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other owners and their tenants to appropriate use of parking spaces. Repairing, servicing or washing of vehicles within the parking areas is prohibited. Vehicles parked in violation of this rule will be towed at the owner's expense. Guest (G space only). Residents park in assigned spaces.
16. Camper Trailer Boat, etc. Storage. No trucks or similar heavy duty vehicles, snowmobiles, boats, utility trailers, boat trailers or camping trailers will be allowed within the confines of the condominium unless appropriate temporary arrangements have been approved by the Board of Governors. This prohibition includes the overnight parking of such vehicles and equipment.

17. Locks and Keys. No unit owner shall alter any lock or install new locks on any door without the written consent of the Board of Governors. In case such consent is given, the unit owner shall provide the Board of Governors, or their agents, with an additional key pursuant to the Board of Governor's right of access to the unit. The Board of Governor's key shall only be used for emergency purposes.
18. Guests. Unit owners will be held responsible for the actions of their guests. If occupancy by guests create a nuisance to other owners, the Board of Governors shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any owner who is the host of such guests.
19. Complaints. Complaints of violations of these Rules and Regulations should be made to the Board of Governors in writing. If the Board of Governors feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Board of Governors as to what action has been taken.
20. Storage Area. All residents are assigned storage bins. Each resident is responsible for their individual bin. Items left in the hallway area where these bins are located will automatically be disposed of. All items must be stored in the bins.
21. Common Hallway. All common hallways must be kept free of personal items. Anything stored under the stairwells will be disposed of immediately.
22. Outdoor Storage. (front and side deck area) Storage of personal items under the front deck areas is not permitted. Anything stored under these deck areas will be disposed of immediately.
23. Washing Machine Valves and Hoses. All washing machine valves and hoses must be installed in compliance with the materials approved by the Board of Governors. All hoses must be stainless steel and valves used must be the Oatley Brand. Any damage(s) incurred, due to the fact these valves and hoses do not comply to the above specifications, will be the complete responsibility of the unit owner.