

## SHEPLEY HILL ESTATES CONDOMINIUM MASTER DEED

The undersigned SHEPLEY HILL CAPITAL PARTNERS, LLC, a Massachusetts limited liability company with an address of 176 Barton Road, Stow, Massachusetts 01775 (hereinafter with its successors and assigns called the "**Declarant**"), being the sole owner of the land identified as [ ], Groton, Middlesex South County, Massachusetts described in Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this Master Deed does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (herein after "**Chapter 183A**") and proposes to create, and hereby does create, with respect to said premises, a condominium (hereinafter the "**Condominium**") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. **Condominium Phasing.** The Condominium may be developed as a phased Condominium, each phase of which may include one (1) or more Buildings, as defined under Paragraph 5(a) hereof. Paragraph 17 hereof sets forth the procedures to add additional phases to the Condominium.
2. The name of the Condominium shall be: SHEPLEY HILL ESTATES CONDOMINIUM.
3. **The Unit Owners' Organization.** The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the SHEPLEY HILL CONDOMINIUM TRUST (hereinafter referred to as the "**Trust**" or the "**Condominium Trust**") under a Declaration of Trust of even date to be recorded herewith (the "**Declaration of Trust**"). The initial mailing address of the Trust is 176 Barton Road, Stow, Massachusetts 01775. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in Common Areas and Facilities, as defined in Paragraph 7 hereof to which his or her Unit is entitled hereunder, and such Owner's voting rights shall be proportionate to such ownership interest. The name and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter the "**Trustee(s)**" or the "**Condominium Trustee(s)**") is as follows:

SHEPLEY HILL CAPITAL PARTNERS, LLC, as Trustee  
176 Barton Road, Stow, Massachusetts 01775

The Condominium Trustee(s) has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Land. The land (hereinafter the "**Land**") upon which the Buildings and improvements are situated is more fully described in said Exhibit "A" attached hereto and made a part hereof and is subject to the matters of record listed on Schedule "1" to Exhibit "A" attached hereto and made a part of hereof.

5. Description of the Buildings and Units.

(a) Phase 1 of the Condominium will consist of ( ) Units (individually, the "**Unit**" and collectively the "**Units**") located in ( ) Buildings (together with all other buildings added by subsequent phases, hereinafter the "**Buildings**") which are further described in Exhibit "B" attached hereto and made a part hereof. During Phase 1, the Declarant shall install certain Common Areas and Facilities (defined under Paragraph 7 hereof) including but not limited to the access drive, Sewer System, defined under Paragraph 7(c)(1), and the storm water management system. The location of the Buildings, unit designation, and the Common Area and Facilities, including but not limited to the Limited Common Areas and Facilities (each as defined under Paragraph 7 below) to which each Unit has direct access, are shown on the site plan entitled " " prepared by Meridian Associates, dated to be recorded herewith (the "**Site Plan**"). The layout, location, unit designation, and dimensions of each of the Units included in Phase 1 are shown on the certified floor plans entitled "Floor Plans Phase 1, Shepley Hill Estates Condominium, Groton, MA" (the "**Floor Plans**" together with the Site Plan referred to as the "**Plans**") prepared by [ ], dated and recorded herewith.

(b) The designation, number of rooms, the square footage of the Unit, as well as the immediately accessible Common Areas and Facilities of the Condominium (including Limited Common Areas and Facilities to which each Unit has direct access), and the Percentage Interest (defined under Paragraph 8 below) of each Unit in the Common Areas and Facilities, and other descriptive specifications of each Unit are set forth in Exhibit "C" attached hereto.

(a) If and when the Declarant adds additional phase(s) to the Condominium, by an amendment to this Master Deed pursuant to its reserved rights under Paragraph 17 hereof, it shall be authorized to, and shall, prepare amendments to and to record Exhibits "B" and "C" attached hereto in order to describe the additional Buildings and Units being thereby added by the new phase(s) to the Condominium. Declarant shall set forth in said amended Exhibits "B" and "C" any variations with respect to the attributes of the Buildings and/or boundaries of a Unit or Units in such phase(s) from those attributes and boundaries described in Paragraph 6 hereof. Also, with each amendment to this Master

Deed adding additional phase(s) to the Condominium, the Declarant shall be authorized to, and shall, record new site and floor plans showing the Building(s) and Units(s) forming part thereof. Thereafter all references to Units and Buildings shall include those Units and Buildings added pursuant to each such amendment.

6. Designation of the Units and their Boundaries. The boundaries of each Unit are as follows:

- (a) Foundation: The skim coat on the foundation floor and foundation walls.
- (b) Roof: The plane of the lower surface of the roof rafters.
- (c) Shared Party Walls: The plane of the interior surface of the wall studs where said studs contact the dry wall or, where applicable, the plane of the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (d) Exterior Building Walls. The plane of the interior surface of the wall studs or, where applicable, the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (e) Walls, Floors, and Ceilings. All interior walls (other than party walls), floors and ceilings are considered part of the Unit, including but not limited to structural elements, studs, furring strips, and dry wall.
- (f) Exterior Doors and Frames. The exterior surface of the doors and door frames.
- (g) Windows and Sliding Glass Doors: The exterior surface of the glass and of the window or door frames as the case may be. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly if damaged or destroyed; provided that any such replacement shall be consistent with the exterior of the Building and shall be of the same materials and construction. Any non-identical design or material for replacements shall be approved in advance by the Trustees in accordance with Section 5.9 of the Condominium Trust.
- (h) Pipes, Wires and Conduits: Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit. In the event pipes, wires or conduits within such pipe chase or other enclosures serve another Unit located in the same Building, there shall be a reciprocal easement between said Units for the purpose of using such pipes, wires, and conduits and an easement to access such Unit for the purposes of inspecting, repairing, installing, replacing or using such pipes, wires, conduit for any and all purposes for which such pipes, wires or conduits are commonly used.
- (i) Chimneys and Flues: All chimneys and flues located within chimneys, if any, are a part of the Common Areas and Facilities. Unit owners shall be responsible for

cleaning and maintaining the interior of that portion of the chimneys and flues that are appurtenant to or dedicated to a Unit. All other maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees of the Condominium Trust, upon the initiative of the Condominium Trust, but at the expense of the Unit Owner served thereby. The Trustees shall decide upon maintenance, repairs and replacements to be made to chimneys and flues, but the cost of such work shall be borne by the owner of the Unit served by such chimney or flue.

Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone, whether located within the Unit or not. In the case of those appliances, fixtures or utility installations that are included in the ownership of the Unit, but that are physically located in whole or in part outside of the Unit, such as air conditioning compressors, for each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such appliances, fixtures and/or installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities.

7. Common Areas and Facilities. Excluding the areas that constitute the Units pursuant to Paragraph 6 above and such areas as may be affected by the Declarant's right to add Buildings and Units as future phases under Paragraph 17 hereof, the entire Condominium, including, without limitation, the benefits and burdens of all rights, easements, restriction, agreements and licenses set forth in said Schedule "1" to Exhibit "A", if any, insofar as the same may be in force and applicable, subject to the rights of Declarant to add future phased in accordance with Paragraph 17 hereof, shall constitute the "**Common Areas and Facilities**". There is appurtenant to each Unit the right to use the Common Areas and Facilities (except those portions of the Common Areas and Facilities that are designated as Limited Common Areas and Facilities) in common with the other Units Owners in the Condominium and in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

- (a) These Common Areas and Facilities specifically include, without limitation, the following:
  - (i) The foundations including the poured concrete footings, floors and walls.
  - (ii) All structural elements contained in the roof system.
  - (iii) The plantings, yards, patios, grass areas, decks patios, steps and stairways, driveways, roadways, parking areas, and walkways. Reference is made to Exhibit "D" attached hereto entitled "Landscaping Operations and Maintenance Plan", the terms of which are incorporated herein and made a part hereof. Such plan will include an invasive species management plan, which will prevent the colonization of invasive species in the wetland replication areas.

- (iv) All utility lines and installations of central services such as power, light, water, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve a Unit and are located within said Unit or Units (for the avoidance of doubt the only common utilities or central services are for the Sewer System, water for irrigation, power for the street lights, irrigation system, and Sewer System).
- (v) All other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installation (including any replacements thereof) of the Land for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium.
- (vi) The storm water management system, including but not limited to all piping, conduit, and structures incorporated and necessary to the proper functioning of the system. Reference is made to Exhibit "E" attached hereto entitled "Operations and Maintenance Plan Storm Water Management System", the terms of which are incorporated herein and made a part hereof.
- (vii) The Open Space Parcels (the "**Open Space**"), shown as Parcel [ ] and Parcel [ ] as shown on the Site Plans. The Open Space shall be subject to a conservation restriction (the "**Conservation Restriction**") dated and recorded with the Middlesex South District Registry of Deeds in Book , Page . The Conservation Restriction will be held by the Town of Groton, a Massachusetts municipal corporation, acting by and through the Conservation Commission (the "**Conservation Commission**") by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and shall be open to the public for future passive recreational use, including a stone dust walking path and such other uses as permitted by the Conservation Restriction.
- (viii) The "**Sewer System**," which is hereby defined as follows: septic tank or tanks and leaching areas to be constructed on the Land shown on the Site Plan together with all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer service and all sewer and drainage pipes, septic tanks and all appurtenances thereto located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; (as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities). The Sewer System shall serve the entire Condominium, including all existing and any future Units created in subsequent phases in accordance with Paragraph 17 hereof. The Condominium Trust shall have the right at any time and

from time to time to change the location of any portion of the Sewer System, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated as Limited Common Areas and Facilities of Owners of certain Units) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Sewer System. Declarant shall construct the Sewer System. Declarant's construction shall include all of the items defined as portions of the Sewer System. All such construction shall be at Declarant's expense and upon Declarant's initiative. The Sewer System shall be built to specifications promulgated by the Massachusetts Department of Environmental Protection (the "**DEP**"), and in accordance with the regulations of the Groton Board of Health and the Subsurface Sewerage Disposal System Construction Permit. Until the Turnover Event, Declarant shall operate the Sewer System. After the Turnover Event, the Trustees of the Condominium Trust shall operate the Sewer System. The "**Turnover Event**" is hereby defined as the earliest to occur of (i) the date which is one hundred twenty (120) days after the Declarant has sold seventy-five (75%) percent of all of the Units (measured as of the time after which Declarant's right to add Units to the Condominium pursuant to the phasing rights reserved in Paragraph 17 herein has expired), or (ii) expiration of seven (7) years from the date hereof. Provided however, no portion of the Sewer System shall be located in the Open Space. Reference is made to "Exhibit "F"" attached hereto entitled "Operations and Maintenance Plan Sewer System", the terms of which are incorporated herein and made a part hereof.

- (ix) Such additional Common Areas and Facilities as defined in Chapter 183A.
- (b) The Declarant has reserved the right pursuant to Paragraph 17 hereof to modify the boundaries of Units and the number of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units and with respect to the Condominium as a whole. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.
- (c) Each Unit shall have as appurtenant thereto, the exclusive right and easement to use a portion of the Common Areas and Facilities ("**Limited Common Areas and Facilities**") that are adjacent to such Unit and identified on the Plans and designated on Exhibit "C". The parking spaces that are not connected to or a part of any driveway leading into a garage shall be available for occasional use by all Unit Owners or occupants and their guests on a nonexclusive basis. No long-term

storage of vehicles or materials shall be permitted in such spaces, except as permitted in writing by the Trustees. The use of any such parking areas shall be restricted pursuant to this Master Deed, the Condominium Trust, the By-laws of the Condominium Trust, any rules and from time to time in effect pursuant thereto. **Unit Owners may not modify the Limited Common Areas and Facilities or build, construct or install any structures or improvements in the Limited Common Areas and Facilities, without the express written consent of the Trustees.**

8. Unit Ownership Percentage Interest in Common Areas and Facilities. The unit ownership percentage interest of each Unit in the Common Areas and Facilities has been determined, or will be determined, by the Declarant upon the basis of the approximate relation that the fair market value of each Unit on the date of this Master Deed, or when amended, bears to the then aggregate fair value of all Units. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit "C" attached hereto (as may hereafter be amended from time to time to reflect additional phases as they are added to the Condominium pursuant to Paragraph 17 hereof (now and as hereinafter amended, the "Percentage Interest").

9. Purpose and Restrictions on Use.

- (a) Residential Use. Each Unit is intended to be used only for residential purposes by not more than one (1) family unit (defined as not more than two (2) unrelated persons living together as a family unit). No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his or her Unit for such personal office or studio use as is customarily carried on as incidental to the residential use of a single-family residence. Such office or studio shall not for any reason be open to the public nor shall it be accessible by clients or customers of a Unit Owner nor shall any individual be employed in such office or studio except residents of the Unit. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning, health ordinances or by-laws, statutes, ordinances, by-laws, and rules and regulations of any governmental body or agency having jurisdiction there over and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premiums for any insurance carried by the Trustees or any Unit Owner relating to any Building or any Unit, as the case may be; provided that the Trustees may, in their sole and unfettered discretion, allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes. Units shall be occupied solely by the Owners thereof, their tenants and temporary gratuitous guests.

Any rentals, leases, or licenses of Units shall be subject to the provisions of this

Master Deed and of the Declaration of Trust of the Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Trust and the By-Laws and Rules and Regulations thereto.

(b) Age Restriction. There is no right of first refusal or any other restriction upon the right of a Unit Owner to sell transfer or otherwise convey his or her Unit, except for the Age Restriction. Each Unit must be owned or occupied by at least one (1) person who has attained the age of fifty-five (55). No Unit shall be occupied by any persons under the age of eighteen (18), except that persons under the age of eighteen (18) shall be permitted as visitors to a Unit on a temporary basis not to exceed thirty (30) days in the aggregate per calendar year for any Unit.

- Each Unit Deed shall contain a certification by the grantee(s) under the penalties of perjury, that as of the date of the execution of the Unit Deed, at least one of the occupants or Unit Owners has attained the age of fifty-five (55) and that the Unit will not be occupied by any persons under the age of eighteen (18).
- In the absence of fraud, the statement included on any Unit Deed shall be conclusive on all questions as to the age of the prospective purchaser, tenant or lessee in question; and in the absence of fraud, no conveyance, rental or lease for which such statement has been made shall thereafter be deemed to be void or voidable.

In the event of the death of the Unit Owner who has attained the age of fifty-five (55), and at least one heir or devisee has not attained the age of fifty-five (55), the Unit must be sold or transferred as soon as is reasonably possible to a transferee or purchaser who has attained the age of fifty-five (55). Such transferee or purchaser shall also certify that at least one of the occupants or Unit Owners has attained the age of fifty-five (55) and that the Unit will not be occupied by any persons under the age of eighteen (18).

For the avoidance of doubt, a Unit may be conveyed, leased or rented to individuals under the age of fifty-five (55) so long as the Unit is occupied by at least one person fifty-five (55) years of age or older and no one under the age of eighteen (18) will reside in such Unit, subject to the following conditions precedent:

- All leases and rental agreements shall be in writing, signed by the landlord and tenant or lessee;
- Shall be expressly subject to the above-described age restrictions; and



- Shall be a term no less than one (1) year.
- (c) Inconsistent Uses. The Units, the Buildings and the Common Areas and Facilities (including the Open Space) shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Trust and By-Laws, the Conservation Restriction, and any Rules and Regulations (adopted pursuant to the By-Laws, as they may be amended hereinafter, the “**Rules and Regulations**”), from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.
- (d) Agricultural Uses. The Town of Groton is a community that supports, protects and encourages the maintenance and improvement of agricultural land for the production of food and other agricultural products. Attached hereto as Exhibit “G” is a disclosure notification issued by the Town of Groton Board of Health and Agricultural Commission (the “Notification”). Said Notification is intended to inform buyers and occupants of any property located within Groton, that Groton is a Town with active commercial agricultural operations and that the normal functioning of such operations may cause noise, dust and odors. By accepting a Unit Deed, each Unit Owner is acknowledging receipt of the Notification.
- (e) Perpetual. The foregoing restrictions are imposed for the benefit of the Unit Owners from time to time and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may not be waived in any event. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 9 except as such occur during his or her ownership thereof.
10. Reserved Rights
- (a) Notwithstanding any provision of this Master Deed, the Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant and their successors and assigns shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the rights for so long as the Declarant owns an unsold Unit to:
- (I) to lease and license the use of any unsold Unit; provided that the age restrictions shall remain in effect;
  - (II) to use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units;
  - (III) to use any Unit owned by the Declarant as an office for the Declarant's use;

- (IV) to perform any work and transact any other business on the Common Areas and Facilities including, but not limited to, the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit; and
  - (V) to erect and maintain signs on any part of the Common Areas and Facilities and to utilize the parking spaces within the Condominium not connected to any driveway leading to a garage for the purpose of marketing, leasing, selling, and reselling the Units, and to designate said parking area through the use of signs or otherwise.
- (b) The Declarant or his agents shall have the right of access to each Unit and the Common Areas and Facilities appurtenant thereto:
- (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building; and
  - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors, successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with personnel, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, rebuilding and replacing any and all structures and their appurtenances, the Sewer System, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium and the future phases in accordance with Paragraph 17 hereof. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or to restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.
- (d) Declarant further reserves the following rights until all of the Units have been sold by said Declarant, its successors and assigns, provided that this reservation shall not obligate the Declarant in any manner to perform any work:
- (I) To develop and construct additions to the Condominium, including the future phases, including, without limitation, buildings, roads, ways, utilities, the Sewer System and other improvements and amenities

pertaining thereto, to alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Common Areas and Facilities or Buildings or portions thereof as Limited Common Areas and Facilities of one (1) or more Unit Owners, subject however, to the limitations imposed by the Conservation Restriction.

- (II) To grant or to reserve, or to cause the Condominium Trustees to grant or to reserve, easements across, under, over and through the Land or any portion thereof which Declarant determines is necessary or convenient in connection with the development or use of the Condominium or additional phases; provided only that such grants or reservations comply with the requirements of the Conservation Restriction, to the extent applicable, and do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes.
  - (III) To use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any buildings or other improvements to the Condominium or additions thereto; provided only that such grants or reservations comply with the requirements of the Conservation Restriction, to the extent applicable.
- (e) The rights reserved hereinabove to the Declarant, its successors and assigns shall be exclusive and shall not be restricted between the hours of 7:00 a.m. and 9:00 p.m. daily including Saturdays, Sundays and holidays by the Condominium Trust or by the Rules and Regulations adopted pursuant thereto. In addition, notwithstanding anything to the contrary contained in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto, so long as the Declarant owns any Unit, no instrument of amendment or modification which alters, limits or impairs any of the rights, powers, privileges or interests reserved to Declarant, its Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any lease referred to herein shall be of any force or effect unless consented to and signed by the Declarant, its successors, or assigns, as the case may be.

Each Owner of a Unit within the Condominium by the acceptance and recordation of a Deed to his Unit, shall thereby have consented to any such amendment to the Master Deed without the necessity of securing any further consent or execution of any further documents by such Owner, and does hereby appoint Declarant as his attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant any easement above referred to, or to affect any such right hereinabove reserved, which power of attorney is deemed to be coupled with an interest.

11. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any

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

12. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Unit shall be subject to, and comply with, the provisions of this Master Deed, their Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations, and the items affecting title to the Land as set forth in Schedule "1" to Exhibit "A". Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, Paragraph 17 hereof), the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendments.

- (a) Except as otherwise provided in Paragraph 17 hereof and except for the restrictions set forth under Paragraph 9 hereof, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least seventy-five (75%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Middlesex South District Registry of Deeds provided, that:
- (i) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date.
  - (ii) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
  - (iii) Except as provided in Paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment

which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all the Units whose percentage ownership interest is so affected.

- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements of Chapter 183A shall be of any force or effect.
- (v) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with the Conservation Restriction.
- (vi) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with the Major Residential Development Special Permit and Definitive Subdivision Approval issued by the Groton Planning Board on \_\_\_\_\_ and recorded with the Middlesex South District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, (the "**Approvals**").
- (vii) No instrument of amendment which purports to affect, or which by implication or application would affect, the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in Paragraph 17 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities or grant easements for the exclusive use of Common Areas and Facilities as set forth herein as Limited Common Areas and Facilities shall be of any force and effect unless it is assented to in writing by the Declarant and such assent is recorded with such amendment at the Middlesex South Registry of Deeds.
- (viii) No instrument of amendment that would affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of Paragraph 17 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and such assent is recorded with such amendment at the Middlesex South Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (a)(viii) shall terminate upon the completion of construction of the last phase of the Condominium and sale of all Units by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in Paragraph 18 of this Master Deed) of the last phase of the Condominium.
- (ix) No instrument of amendment which purports to amend or otherwise

affect subparagraph (b) of this Paragraph 13 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

- (b) Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any Mortgagees of Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner of his, her or its percentage ownership interest in the Common Areas and Facilities, other than pursuant to Paragraph 17 hereof with respect to amendments that add new phase(s) to the Condominium. Any such amendment may be made without the consent of the Unit Owners or the Mortgagees, provided that the Unit Owners and their mortgagees shall promptly execute a consent to any such amendments at no expense to the Declarant if so required by Declarant.
- (c) This Master Deed 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 this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.
- (d) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws), Declarant reserves the right and power to file a special amendment ("**Special Amendment**") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entitled; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Declaration of Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or in the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute

and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file such Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

14. Provisions for the Protection of Mortgages. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, and shall apply for the protection of the holders 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 Trust to include 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:
  - foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (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 Trust.
- (c) Subject to applicable law, 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) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which 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.
- (e) In no event shall any provision of this Master Deed or the Condominium Trust 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 distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Areas and Facilities.

(f) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the "**Eligible Mortgage Holders**" and "**Eligible Insurers or Guarantors**" as the case may be) will be entitled to timely written notice of:

- 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 held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
- Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a First Mortgagee held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
- Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust; or
- Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 14.

(g) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:

- Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding mortgages on Units that have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- Except as otherwise provided herein, no reallocation of interests in the



Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.

- When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of Owners of Units to which at least seventy-five (75%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (h) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, specifically including without limitation the Sewer System and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or fewer written notice.
- (j) The Trustees 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, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (k) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No Unit may be leased

or rented for a term of less than one (1) year. No Unit may be leased or rented unless at least one tenant occupying the Unit has attained the age of fifty-five (55), and no Unit may be leased or rented to, or occupied by persons under the age of eighteen (18). All tenants must be approved by the Trustees prior to occupancy.

- (l) Except for (A) amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, or (B) amendments pursuant to Paragraph 17 relating to the Declarant's reservation or rights to construct additional phase(s):
- The consent of Owners of Units to which at least seventy-five (75%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at one hundred (100%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium, however in the event the Declarant possesses the right to vote hereunder, no such termination shall be effected without the approval of the Declarant; and
  - The consent of the Owners of Units to which at least seventy-five (75%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:
    - Voting;
    - Assessments, assessment liens or subordination of such liens;
    - Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable); Insurance or Fidelity Bonds;
    - Rights to use Common Areas and Facilities;
    - Responsibility for maintenance and repair of the Condominium;
    - Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
    - The interests in the Common Areas and Facilities;
    - Leasing of a Unit;

- Imposition or elimination of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; and
- Any provision which is for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of First mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request an affidavit by the Trustees making reference to this paragraph, when recorded at the Middlesex South Registry of Deeds, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this Paragraph, and may be relied upon by any person without being required to make independent inquiry.

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

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

17. Declarant's Reserved Rights to Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium each phase of which shall include one or more Buildings containing one or more Units, amenities, structures, or other site improvements. Notwithstanding anything in this Master Deed, the Declaration of Trust, the By-Laws, or the Rules and Regulations to the contrary, such Units resulting from the additional phases shall be owned directly by the Declarant, not the Condominium, the Trust or the Unit Owners generally; and furthermore, shall not be considered part of the Common Area or Facilities but shall be separate, legally distinct condominium units. No vote of the Trustees or of the Unit Owners or any mortgage holder shall be required to authorize the Declarant's construction of the future phases, nor may such a vote or lack of consent serve to limit or to restrict in any manner Declarant's rights hereunder. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) Subject to the terms of the Approvals, the Declarant shall have the right and easement to construct, erect and install on the Land on which the Condominium is located, in such locations as shown on the Plans:
  - (i) Additional Building and Units;

- (ii) Additional roads, drives, parking spaces and areas, patios, walks and paths;
- (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, which shall include but not be limited to connections to the Sewer System; and
- (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in Paragraph 10 hereof.

The Declarant shall not construct any improvements described in this Paragraph in the Open Space.

The phase or phases that the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be include within the definition of the "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-laws.

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

- (b) Limitation on Declarant's Ability to Add New Phases. Except as hereinafter expressly limited, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with their designated appurtenant Common Areas and Facilities, shall be unlimited. The Declarant's reserved rights to amend this Master Deed to add new Buildings and Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:

- 1) The expiration of seven (7) years after the recording of this Master Deed in Registry;

- 2) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Paragraph 17 reach the maximum limit of twenty-eight (28) Units; or
  - 3) The Declarant shall record with the Middlesex South District Registry of Deeds a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Location of Future Improvements. The location of future phases, Buildings, Units, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 17 shall be generally as shown on the Plans, which locations may be modified in the reasonable discretion of the Declarant.
  - (d) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of Buildings containing any number of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.
  - (e) Maximum Number of Units Which May Be Added by Future Phases. The Declarant may not amend this Master Deed to add more Units to the Condominium as part of future phases, if the total number of Units in the Condominium will exceed of twenty-eight (28) Units.
  - (f) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the location, footprint, type of construction, architectural design, style and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases, subject however, to the Approvals.
  - (b) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities Limited Common Areas and Facilities of the Units to be added to the Condominium as part of future phase(s). Such future designated Limited Common Areas and Facilities may include, but need not be limited to, fences, steps, terraces, patios, porches, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas and Limited Common Areas and Facilities appurtenant to the Units in such phase(s) if such Common Areas are different from those described in Paragraph 7 hereof.
  - (c) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect

and install on the Land (except in the Open Space) in such locations as it shall determine to be appropriate or desirable one (1) or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment plant, parking garages, parking lots, recreational facilities, or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. **Nothing contained in this Paragraph 17(c), however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium.**

(d) Amendment to the Master Deed. The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recorded with the Middlesex South Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- An amended Exhibit "B" describing the Building(s) being added to the Condominium;
- An amended Exhibit "C" describing the designations, numbers of rooms, locations, the square footage of the Unit, as well as the immediately accessible Common Areas and Facilities of the Condominium (including Limited Common Areas and Facilities to which each Unit has direct access) and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Paragraph 6 of this Master Deed.
- If the boundaries of the Units being added to the Condominium vary from those described in said Paragraph 6, the definition of the Common Areas and Facilities contained in Paragraph 7 hereof shall be modified, as necessary, with respect to such Units.
- An amended Exhibit "C" setting forth the new ownership percentage interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units.
- If any Common Areas designated as Limited Common Areas and Facilities or appurtenant to the Unit(s) being added to the Condominium vary from any described herein, a description of such variations so as to identify the

new or modified Common Areas and Facilities appurtenant to the new Unit(s). Such description of the new or modified Common Areas and Facilities appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.

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

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, (except as in this Paragraph 17 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant, its successors and assigns. Any such amendment, when executed by the Declarant and recorded with the Middlesex South Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the ownership percentage interest of his Unit in the Common Areas and Facilities, together with his or her Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, as the value of his or her Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's said ownership percentage interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed as amended shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed as amended. These new ownership percentage interests shall then be set forth in the aforesaid amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner by the acceptance and recording of his deed to this Unit hereby consents for him or herself, his or her heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him or her, expressly including any mortgage holder, to the Declarant's reserved rights under this Paragraph 17 and expressly agrees to said alteration of his Unit's appurtenant ownership percentage interest in the Common Areas and Facilities of the

Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph 17.

In the event that notwithstanding the provisions of this Paragraph 17 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

- (e) Mortgaging Future Phases. The Declarant reserves the right and easement to grant mortgages on the future phases, and the right to construct such phases, which mortgages shall not encumber the Common Areas or Facilities but shall pertain to the right and easement to build such phase or phases and which shall be granted at the sole discretion of and benefit for the Declarant.

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

19. Governing Law. This Master Deed, the Condominium Trust, and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. However, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at seventy-five (75%) percent of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Registry prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance



with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this Paragraph 19 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Registry, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium.

20. Transfer of Rights Retained by Declarant. Any and all rights and powers reserved to the Declarant, its successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however, that such conveyance, transfer or assignment, as the case may be, must be evidenced by an instrument recorded with the Registry.

21. Validity. The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed.

22. Conservation Restriction. Notwithstanding anything contained herein to the contrary, the Declarant and the Unit Owners shall not be permitted to construct any improvements or conduct any activities on the Open Space except as may be expressly permitted by the Conservation Restriction.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the said Declarant, has caused these presents to be executed as an instrument under seal this day of 20 .

SHEPLEY HILL CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
LAWRENCE SMITH, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY

On this        day of        , before me, the undersigned notary public, personally appeared , who proved to me through satisfactory evidence of identification, which was a photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of SHEPLEY HILL CAPITAL PARTNERS, LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

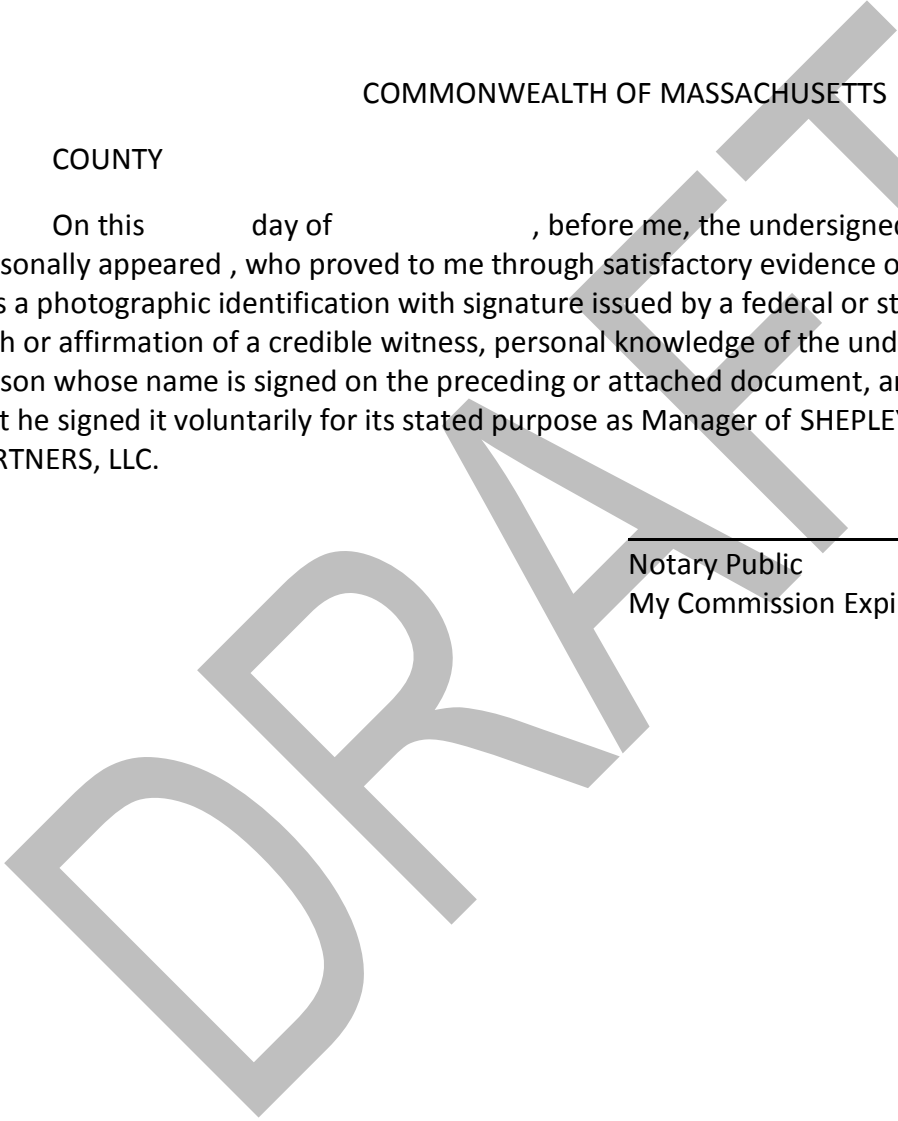


EXHIBIT "A" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM  
DESCRIPTION OF LAND ON WHICH THE CONDOMINIUM IS LOCATED

A certain parcel of land on \_\_\_\_\_, \_\_\_\_\_, Middlesex County, Massachusetts, with all buildings and other improvements now or hereafter thereon shown on a plan entitled "Condominium As-built Plan, \_\_\_\_\_, \_\_\_\_\_, MA" prepared by \_\_\_\_\_, dated \_\_\_\_\_, and recorded herewith.

SCHEUDLE 1 TO EXHIBIT "A" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM  
(Title Exceptions)

DRAFT



EXHIBIT "C" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM  
DESCRIPTION OF UNITS

UNIT LOCATION	BUILDING NUMBER	IMMEDIATE COMMON AREAS/LIMITED COMMON AREAS	UNIT SQUARE FOOTAGE	UNIT OWNERSHIP PERCENTAGE INTEREST	BUILDING PERCENTAGE INTEREST
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DRAFT

EXHIBIT "D" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM

OPERATIONS AND MAINTENANCE PLAN FOR LANDSCAPING AND INVASIVE SPECIES  
MANAGEMENT

DRAFT

EXHIBIT "E" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM

OPERATIONS AND MAINTENANCE PLAN FOR STORM WATER MANAGEMENT

DRAFT

EXHIBIT "F" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM

OPERATIONS AND MAINTENANCE PLAN FOR SEPTIC SYSTEM

DRAFT



EXHIBIT "G" TO MASTER DEED  
SHEPLEY HILL ESTATES CONDOMINIUM

Agricultural Notification

DRAFT