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THIS SPACE RESERVED FOR REGISTRY OF DEEDS

# MASTER DEED OF COLD BROOK CROSSING CONDOMINIUM

## A Phased Condominium Community

**Containing the Age Restricted Community known as "Emery at Cold Brook Crossing" consisting of the Age Restricted Buildings designated herein and the non Age Restricted Community known as "Pines at Cold Brook Crossing", consisting of the Unrestricted Buildings designated herein**

Quarry North Road LLC, a Massachusetts limited liability company, having its principal office at 2134 Sevilla Way, Naples, Florida 34109 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Sudbury and Concord, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises, except such rights and interests reserved by and to the Declarant hereunder, to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of Chapter 183A, as amended.

The submission of the Premises and creation of the Condominium is subject to and with the benefit of the easements and covenants set forth in the Cold Brook Crossing Landowners Trust Declaration of Trust and Declaration of Easements and Covenants dated March 22, 2021, and recorded with the Middlesex South Registry of Deeds in prior hereto (the "Master Declaration"), and by the execution and recording of this Master Deed, the Premises shall enjoy and be subject to all of the easements and covenants contained therein.

SEE PLAN NO. 231 OF 2021

### 1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant (or any applicable Phasing Declarant as hereinafter defined) may amend this Master Deed to include additional phases and/or sub-phases and land to the Condominium. Paragraph 16 also describes certain limitations on the Declarant's right to so amend.

Phase 1 will consist of the Initial Units described in Section 4 below.

Upon amendment to this Master Deed, as provided in Section 16 hereof, to add units on the land designated for Construction Phase 1, and any subphases related thereto, to the Condominium, the Units of the Condominium shall include the Units included within the building or buildings to be located in the Construction Phase 1 area (and related subphases) as shown on the plan entitled "Construction Phasing Plan Cold Brook Crossing Condominium", dated March 23, 2021, prepared by Marchionda & Associates, L.P., and recorded herewith (the "Construction Phasing Plan"). Construction Phase 1 of the Condominium will include fifteen (15) buildings containing eighty-six (86) Units, which will be located in the area labeled as Construction Phase 1 on the Construction Phasing Plan. The number of buildings and units include those buildings and units which constitute Phase 1.

Upon amendment to this Master Deed, as provided in Section 16 hereof, to add Construction Phase 2 and any subphases related thereto, to the Condominium, the Units of the Condominium shall include the Units included within the building or buildings to be located in the Construction Phase 2 area (and related subphases) as shown on the Construction Phasing Plan. Construction Phase 2 of the Condominium will include fourteen (14) buildings containing thirty-two (32) Units, which will be located in the area labeled as Construction Phase 2 on the Construction Phasing Plan.

Upon amendment to this Master Deed, as provided in Section 16 hereof, to add Construction Phase 3 and any subphases related thereto, to the Condominium, the Units of the Condominium shall include the Units included within the building or buildings to be located in the Construction Phase 3 area (and related subphases) as shown on the Construction Phasing Plan. Construction Phase 3 of the Condominium will include twenty-five (25) buildings containing fifty-five (55) Units, which will be located in the area labeled as Construction Phase 3 on the Construction Phasing Plan.

Construction Phase 1, Construction Phase 2 and Construction Phase 3 may be hereinafter collectively referred to as the "Construction Phases."

The Declarant reserves for itself and for the benefit of any Phasing Declarant to whom Declarant conveys Unit Development Rights (as hereinafter defined) for any particular Construction Phase, the right to change the foregoing phases, subphases, Units and buildings including, without limitation, the size, number of Units in a phase or subphase and style of Units and buildings, provided any such change shall be in compliance with applicable permits and approvals as permits and approvals may be amended; provided however that these rights shall only be exercised over the portions for which the Declarant or Phasing Declarant holds the Unit Development Rights.

**2. Name.**

The name of the Condominium shall be as follows: COLD BROOK CROSSING CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

**3. Description of Land.**

The premises that constitute the Condominium are comprised of the land (the "Property") situated off North Road in the Towns of Sudbury and Concord, Middlesex County, Massachusetts, and described on Exhibit A attached hereto and shown on the site plan entitled "Condominium Plan Units A & B Phase One Cold Brook Crossing Condominium", dated March 23, 2021, prepared by Marchionda & Associates, L.P., and recorded herewith (hereinafter referred to as the "Site Plan"). The Site Plan may hereafter be amended as additional phases and land are added to the Condominium pursuant to the rights reserved under Paragraph 16. The Property is subject to such rights, interests, and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercised by the Declarant and its successors or assigns, whether so stated or not.

A more particular description of the land constituting the Condominium and on which the Condominium Units in the initial phases of the Condominium will be located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases by adding additional land and units to the Condominium. Said Exhibit A may hereafter be amended as additional phases and land are added to the Condominium pursuant to Paragraph 16 hereof and upon the recording of such amendment, the term "Property" as used herein shall be revised to include the land described on Exhibit A as amended.

"Registry" as used in this Master Deed shall mean the Middlesex South District Registry of Deeds.

**4. Description of the Building(s) and Units / Designation of Certain Buildings as Age-Restricted / Designation of Certain Buildings as Unrestricted.**

The Declarant is declaring an initial phase containing two (2) units, Unit A and Unit B, located in two buildings (the "Initial Units"). The building (hereinafter the "building" or "building(s)") on the Property is described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) or sub-phases are added to the Condominium pursuant to paragraph 16 hereof.

The Initial Units are intended to be expanded as provided for Section 16. Notwithstanding any provisions in this Master Deed to the contrary, the Initial Units may be used for the purpose of construction offices or storage during the construction period for expansion of such Initial Units, but otherwise shall not be used for the purpose of conducting any business therein. Unit A and Unit B initially consist of a one-story structure constructed primarily of wood. At such time as each Initial Unit is deconstructed and reconstructed, such Unit as reconstructed has the boundaries are provided for in Section 5.

The Condominium shall include certain buildings designated as (i) Age-Restricted ("Age-Restricted Buildings"), which shall contain only Age-Restricted Units as more particularly described below ("Age Restricted Units") and shall be known as the "Emery at Cold Brook Crossing" portion of the Cold Brook Crossing Condominium, and (ii) non Age-Restricted ("Unrestricted Buildings"), which shall contain only non-Age-Restricted Units as more particularly described below ("Unrestricted Units") and shall be known as the "Pines at Cold Brook Crossing" portion of the Cold Brook Crossing Condominium. The Age-Restricted and Unrestricted Buildings shall be identified as such in the Master Deed or subsequent phasing amendments adding such building to the Condominium. Each Age-Restricted Unit shall be subject to the terms and restrictions set forth in Section 9(c) hereof.

The Condominium shall include the following two (2) types of residential units: Garden Style Units and Townhouse Style Units. The Emery at Cold Brook Crossing portion of the Condominium will contain Garden Style Units and Townhouse Style Units. The Pines at Cold Brook Crossing portion of the Condominium will contain only Townhouse Style Units.

It is intended that the Garden Style Units will be located within one, 50-unit, four story building. When constructed and phased into the Condominium, the principal materials of construction of the Garden Style building will be as follows: a poured concrete foundation wood frame construction above the basement/garage level with vinyl siding and outdoor balconies; and a rubber membrane and asphalt roof. The Townhouse Style Units will be located in either a one or two story building with principal materials of construction as follows: a poured concrete foundation, wood frame construction above the basement level, vinyl siding and an asphalt roof. The building on the Land is described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) or sub-phases are added to the Condominium pursuant to paragraph 16 hereof.

"Home" or "Homes" - As used herein is equivalent to the term "Unit" or "Units."

**5. Designation of the Units and their Boundaries.**

(a) The Condominium currently consists of two (2) units (Unit A and Unit B) located in two buildings. The Condominium, if fully constructed as currently permitted, shall consist of 173 Units in 54 Buildings. Of the total, 81 Units in 14 Buildings shall be Age-Restricted and 92 Units in 40 Buildings shall be Unrestricted. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of the Units currently phased into the Condominium are set forth in Exhibit B attached hereto, and are shown on the building floor plans contained on the Site Plan recorded herewith

The Site Plan shows the layout, locations, unit numbers and dimensions of the Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant (or any Phasing Declarant provided for herein) adds additional Units to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with any amendment to this Master Deed adding additional Units to the Condominium, the Declarant (or any Phasing Declarant provided for herein) shall record new site and floor plans showing the buildings and units forming part thereof.

(c) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof shall be measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Doors, windows, and interior walls which abut a Unit are part of the Unit. All storm windows (if installed), screens (if installed), windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Trustees of the Condominium Trust (the "Trustee"), as defined in the Declaration of Trust of Cold Brook Crossing Condominium Trust dated March 22, 2021, and recorded herewith (the "Condominium Trust").

(d) Each Unit excludes the fire wall/party wall between units, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services which are situated within a Unit, but which serve one or more other Units.

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

(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(g) Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

**6. Common Areas and Facilities.**

Except for the Units and Limited Common Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation the land and all parts of all buildings and all improvements shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

1. The land on which each of the Buildings is erected and all other land and improvements within the boundaries of the Property, however, excluding the Clubhouse and related outdoor areas, if any;
2. The landscaping, hardscape(s) and any fencing;
3. All foundations, columns, girders, beams and supports of the Units;
4. All exterior walls and roofs of the Units/Buildings;
5. All tanks, pumps, motors, fans, compressors and control equipment servicing more than one Unit; and fire suppression systems(s) servicing more than one unit;
6. All internal roadways, parking areas, lighting, mailbox areas (if any), sitting areas and walkways located on the Property, the use of which is not specifically reserved or granted to any Unit Owner as Limited Common Area; provided, however, that the entrance area defined as Maintenance Area E in the Master Declaration and the Leach Field Amenities as defined in the Master Declaration and any other Common Elements of the Cold Brook Crossing Landowners Trust (the "LOA Trust") as defined in the Master Declaration shall be maintained, repaired and replaced by the LOA Trust in accordance with the Master Declaration;
7. All other parts of the Condominium and all apparatus and installations existing in the Buildings or on the Condominium land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium; and
8. Stormwater and rooftop runoff conveyance and maintenance facilities, including all catch basins, pervious pavement areas, subsurface infiltration systems (if any), detention basins and appurtenant equipment, which shall be maintained by the Condominium Trust
9. The water distribution system
10. The WWTP (as defined in the Master Declaration) located on portions of the Condominium Property is a Common Facility of the Condominium, but except as provided for herein, the WWTP shall be operated, owned, repaired, replaced and otherwise maintained by and generally be the responsibility of the LOA Trust in accordance with the Master Declaration; provided however, that in accordance with Section 4.2.1 of the Master Declaration, the Condominium Trust shall administer, inspect, operate, manage, maintain, insure, repair and replace the Privately Maintained Sewer Elements (as that term is defined in the Master Declaration).
11. Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10 and 11 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

The Common Areas and Facilities of the Condominium shall be subject to the Master Declaration and to a perpetual nonexclusive easement for ingress and egress and use thereof by the LOA Trust and

its trustees, agents, contractors, and employees, and by the Owners of the Parcels, and their tenants, invitees and licensees, family members and their guests as such easements are described in the Master Declaration.

**7. Limited Common Areas and Facilities.** The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities (sometimes called "exclusive use area" or "EUA") for the exclusive use of one or more Units as hereinafter described:

(a) As to so-called Garden Style Units

(i) Exclusive Use Parking Spaces. Certain Garden Style Units may have the benefit of one or more Exclusive Use Parking Spaces in the Garden Style Building. The original Unit Deed will, in each case, indicate if that particular unit has the benefit of one or more such parking spaces and, if so, which space(s). An Exclusive Use Parking Space may be transferred separately from a Unit by a separate instrument, but must, at all times, be held by the owner(s) of and used for the benefit of a condominium unit located in the respective building of this Condominium. Any purported conveyance of an Exclusive Use Parking Space in violation of this restriction shall be void, and title to such Exclusive Use Parking Space shall be deemed to have remained with the Unit it previously benefited. Any reservation of such a parking space shall, likewise, be deemed void if the reserving party does not then own a Unit that is allowed the benefit of the parking space pursuant to the terms of this restriction. Any deed of a unit then enjoying the benefit of such an Exclusive Use Parking Space which does not specifically refer to the parking space shall be deemed to have conveyed with the unit the exclusive use of the parking space, unless the unit deed specifically indicates to the contrary and the indication is not in violation of this restriction. The parking spaces shall, at all times, be used in a manner consistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws and the Rules and Regulations promulgated pursuant thereto. The percentage interest attributable to each of the parking spaces shall be determined upon the basis of the approximate relation that the fair market value of each space bears to the aggregate fair value of all units in the Condominium and shall be set forth on Exhibit B, as may be amended. The then current owner of each parking space shall bear the common area charges associated with said space and shall be entitled to vote the percentage interest associated with the parking space in the same manner as for a Unit percentage interest as provided for in the Condominium Trust recorded herewith.

(ii) Non-Exclusive Use Parking Spaces. The Garden Style Building has a surface parking lot adjacent to it containing 41 parking spaces. Use of such parking spaces shall be restricted to Owners and guests of the Age-Restricted Units contained in the Garden Style Building.

(iii) Any heating and/or cooling component, if located in the Common Areas and Facilities adjacent to each Unit and exclusively serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained and repaired by such Unit Owner at his or her sole cost and expense.

(iv) Patios and Balconies. If a Patio or Balcony is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the Unit Owner in a manner consistent with the provisions of this Master Deed, the Condominium Trust, and the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(b) As to so-called Townhouse Style Units:

(i) Driveways. Included with and appurtenant to each Unit will be the driveway area leading from the roadway to the garage portion of the Unit which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(ii) Patios, Front Entry Stoops, Porches, Bulkheads, Privacy Screens and Decks. If a Patio, Front Entry Stoop, Porch, Bulkhead, Privacy Screen(s), and/or Deck is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(iii) Steps or walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone, provided that steps or walkways which serve more than one Unit shall be for the shared exclusive use of the Units they serve.

(iv) Any heating and/or cooling unit, if located in the Common Elements adjacent to each Unit and exclusively serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained and repaired by such Unit Owner at his or her sole cost and expense.

The cost of maintenance and repair of the interior of any screened-in-porch shall be borne by the unit owner to whose appurtenant patio or deck it is attached. If the interior of any screened-in-porch is not maintained, repaired or replaced to the Trustees' satisfaction, the Trustees may, at their sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of the same to the owner(s) of the Units benefiting from such work. Any such assessment shall be a common expense constituting a lien against the Unit benefiting from any such work until paid.

(c). As to so-called Age-Restricted Units (both Garden Style and Townhouse Style):

(i) A Clubhouse building, if constructed, shall be for the use and benefit of the Age-Restricted Units only. Such building may include an associated parking area, patio, porch, fire pit area and grilling area, all of which shall be for the use of the Age-Restricted Units only.

The Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof. The maintenance and repair of Limited Common Areas and Facilities are governed by the provisions contained in Section 5.3 of the Condominium Trust.

**8. Percentage Ownership Interest in Common Areas and Facilities.**

The percentage ownership interest of each Unit and Exclusive Use Parking Space in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit and Exclusive Use Parking Space measured as of the date of this Master Deed bears to the aggregate fair value of all Units and Exclusive Use Parking Spaces, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

From and after the addition to the Condominium of any subsequent phase or sub-phase containing additional Units and/or Exclusive Use Parking Spaces pursuant to the provisions of this Master Deed, the percentage ownership interest to which the Initial Units and Exclusive Use Parking Spaces (and any Unit and Exclusive Use Parking Space added by way of previously recorded Phasing Amendments) are entitled shall be reduced accordingly and the percentage ownership interest of the Initial Units and Exclusive Use Parking Spaces and all Units and Exclusive Use Parking Spaces subsequently included herein shall be determined as set forth above.

**9. Purpose and Restriction of Use, Age Restriction.**

(a) Purpose and Restriction of Use for all Units: The purposes for which the Units are intended to be used are as follows:

(1) Each Unit shall be used only for residential dwelling purposes in accordance with the age restriction provisions of Section 9(c) below.

(2) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance and shall be used only for residential dwelling purposes.

(3) No alteration, addition or change to any part of the Common Areas and Facilities may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Areas and Facilities or Limited Common Areas and Facilities without the written consent of the Trustees. The provisions of this paragraph shall not apply to Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights).

(4) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Limited Common Areas and Facilities, without the prior written approval of the Trustees. Without limiting the foregoing, all proposed subflooring and finish flooring changes inside a unit must be approved pursuant to this provision. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within ninety (90) days after such request is received, and, after the Transition Event (as defined in the Declaration of Trust), failure to do so within the stipulated time shall constitute an approval by the Trustees of the proposed addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or any Limited Common Areas and Facilities without first (1) obtaining and maintaining during the course of such work such insurance as the Trustees may reasonably prescribe and providing the Trustees with a certificate of insurance prior to the commencement of the work; (2) executing and delivering to the Trustees an agreement, in form and substance reasonably satisfactory to the Trustees, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done; and (3) executing and delivering to the Trustees an agreement indemnifying and holding harmless the Trustees, its agents and employees, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. In the event the Trustees choose to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the alterations, additions or improvements.

(5) Any application to any department of the Town of Sudbury or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be completed by the Unit Owner and approved by the Trustees, without however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(6) These provisions shall not apply to Units owned by the Declarant or its designee (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) until such Units shall have been initially conveyed by the Declarant or such designee (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights).

(7) Any alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, standards and requirements of any and all governmental agencies having jurisdiction thereof.

(8) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Units or color of the Buildings or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made without the express written approval of the Trustees and unless the Unit Owner complies with requirements of the any architectural control provisions, rules, and policies as may be promulgated by the Trustees from time-to-time. This provision shall not apply to any of the foregoing that were originally installed or constructed by Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) and is intended to apply to subsequent changes, alterations or additions contemplated by the Unit Owner.

(9) Unit Owners who mortgage their Unit shall notify the Trustees providing the name and address of the mortgagee.

(10) The Trustees shall, at the written request of the mortgagee of the Unit report any unpaid Common Charges due from the Unit Owner of such Unit.

(11) No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.

(12) No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(13) Rules and Regulations promulgated by the Trustees concerning the use of the Property shall be observed by the Unit Owners, provided, however, copies of such regulations are furnished to each Unit Owner prior to the time the Rules and Regulations become effective.

(14) The Common Expenses shall be paid when due.

(15) Occupancy of the Units shall be restricted to Residential Occupancy in accordance with the Zoning By-Laws.

(16) No Unit Owner may alter the landscaping located on the Common Areas and Facilities.

(17) No enclosure, awning, screen, screen door, antenna, solar panel, satellite dish, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building without the express written approval of the Trustees.

(18) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas and Facilities.

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

(20) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.

(21) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use and are in compliance with local and state ordinances and laws) may be stored in any Unit.

(22) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said Unit which could structurally change any building, without the prior written permission on each occasion by the Trustees.

(23) Each Unit Owner whose Unit is located over other Units in the Garden Style Building shall maintain carpeting, carpeting/padding, and/or area rugs on a minimum of seventy-five percent (75%) of all hard floor surfaces (excluding kitchens, closets and bathrooms).

(24) There shall be no accessory apartments permitted. There shall be no additional bedrooms constructed. All Garden Style Units are limited to a maximum of one bedroom in one-bedroom units and two bedrooms in two-bedroom units. All Townhouse Style Units are limited to a maximum of two bedrooms in two-bedroom units and three bedrooms in three-bedroom units.

(25) The Units are subject to the terms and conditions of the Declaration of Trust and Declaration of Easements and Covenants of Cold Brook Crossing Landowners Trust, recorded with the Registry prior hereto.

(26) The Units are subject to the terms and conditions of the Groundwater Discharge Permit (DEP No. 996-0)

(27) The Units are subject the Planning Board Stormwater Management Permit (SWMP #20-05) recorded with the Registry in Book 75964, Page 516 and shall be referred to in all future deeds.

(28) The Units are subject the Planning Board Final Plan Approval and Plan Approval Decision recorded with the Registry in Book 75964, Page 250 and shall be referred to in all future deeds.

(b) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of twelve months. Unit Owners are required to provide the Trustees with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for Units within the Condominium shall include the following language:

*This lease is made in all respects subject to the Landlord's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations adopted or to be adopted by the Trustees of the Condominium. The parties hereto covenant and agree as follows: The*

*tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes. Failure to comply with these provisions shall be deemed a material breach of this Lease Agreement.*

*Violation-by-Tenants: Unit Owners are responsible for the violations of the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Trustees as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.*

*The tenant acknowledges his or her obligations and agrees to abide by the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Landlord, due to noncompliance by the Tenant, shall be reimbursed to the Landlord by the Tenant in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Landlord upon termination of this agreement. A copy of this lease shall be filed by the Unit Owner with the Trustees of the Condominium:*

*Cold Brook Crossing Condominium, c/o the Management Company*

*Each lease must contain the following information: the names of all persons that will reside in the unit, a listing of all pets being kept in the Unit (if applicable), make, color and plate number of each vehicle to be parked in the Condominium; and the name, address and telephone number of an individual who should be contacted in the case of an emergency.*

*Any Unit Owner failing to file said lease at the above address prior to occupancy of his Unit by tenant shall be assessed a penalty set by the Trust a.k.a. the association of Unit Owners (the "Unit Owners' Association") for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.*

*Furthermore, all leases of Age-Restricted Units must comply with Section 9(c) below.*

(c) **Emery at Cold Brook Crossing/**Age-Restricted Units: All Units located in the buildings designated as an "Age-Restricted Building" herein (or as "Age-Restricted" on Exhibit B) are subject to the age restrictions, terms and conditions contained in this Subsection (c). As currently permitted if fully constructed, the Condominium shall include fourteen (14) Age-Restricted Buildings, with a total of eighty one (81) Age Restricted Units, all of which are subject to the following requirements:

(i) Each Age Restricted Unit is age restricted and therefore it must be occupied by one or more persons age 55 and over ("Qualified Resident") in accordance with the Housing For Older Persons Act of 1995 (HOPA) of the Federal Fair Housing Act and the Sudbury Zoning By-Law, if applicable, which defines Age Qualification.

(ii) In the event of the death of the Qualified Resident of a Unit, or the foreclosure or other involuntary transfer of a Unit, a two year exemption shall be allowed for the transfer of the Unit to another eligible household. Notwithstanding the foregoing provision allowing a two-year exemption in certain circumstances, in no event shall less than 80% of the occupied Age-Restricted Units be occupied by at least one person who is 55 years of age or older in order to stay in compliance with 42 USCS, Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD, or any other governmental agency. For the purposes of HOPA, all the Age Restricted Buildings shall make up a "housing facility or community" which shall be governed by a common set of rules and regulations relating to age restrictions. As an age-restricted community within this Condominium, the Age-Restricted Buildings shall meet the requirements of 42 USCS, Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD, including HOPA. The Trustees shall publish and adhere to policies and procedures for all Age-Restricted Buildings that demonstrate the intent and adhere to the provisions set out in 42 USCS Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD. Any amendments or revision to the rules and regulations for the Age-Restricted Building shall be approved by the Trustees; provided, however, that the Age-Restricted Trustees (as defined in Section 3.1 of the Trust) shall have the right to veto any such amendments which would relate solely to the Age Restricted Buildings and/or Units. The Declarant hereby reserves the right to amend this Subsection 9(c), or any other provision of the Master Deed and Condominium Trust, so that same is consistent with 42 USCS Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD, or any other governmental agency and the Zoning Bylaw. Unit Owners of Age-Restricted Units shall comply with any and all age verification procedures and policies as required by HOPA, and shall provide any required documentation to confirm such compliance within 30 days of a request therefor by the Trustees.

**10. Rights Reserved to the Declarant for Sales and Future Development.**

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) as the owner of such unsold Units shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights, and in this Section 10, the term "Declarant" shall also mean any such Phasing Declarant) reserves the right to:

(i) Lease and license the use of any unsold Units, subject to the provisions of Paragraph 9(b) hereof;

(ii) Raise or lower the price of unsold Units and/or Exclusive Use Parking Spaces;

(iii) Use any Unit owned or leased by the Declarant as a model for display for purposes for sale or leasing of condominium units;

(iv) Use of the Clubhouse, if constructed, and any Unit owned or leased by the Declarant as an office and/or sales display area for the Declarant's use; and

(v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest (except as otherwise provided herein relative to adding phases to the Condominium) of any previously sold

Unit or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignias they shall deem necessary or desirable.

(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 and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer[s], construction trailer[s] and/or storage trailer[s]) erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium including the development, construction and addition to the Condominium of future phases as permitted by paragraph 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, warranty service, sales and marketing for such periods of time as shall be conveniently required for said development, warranty service and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium for the purposes of installing utilities and constructing other improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Condominium. Declarant hereby reserves unto itself for its own benefit and the benefit of its successors and/or assigns, a non-exclusive right and easement to use the sprinkler and/or electrical/phone room or space in the Garden Style Building or a room in the Clubhouse (if constructed) for a period of one (1) year following the conveyance of the last Unit in the Condominium. The rights hereby created shall include but not be limited to physical access to and use of the designated rooms and/or areas, the right to connect to and into the electrical system, and the right to use such system without cost.

(d) The Declarant hereby reserves to itself and its successors and assigns the right to grant or cause the Trustees of the Condominium to grant easements across, under, over and through the Property and the Common Areas and Facilities, or any portion thereof, which Declarant determines necessary or convenient in connection with the development of the Condominium.

The Condominium Trust shall have no right to any compensation, rentals, and/or lease payments in connection with any of Declarant's rights enumerated above.

The Original Trustee of the Condominium Trust (as defined in the Condominium Trust), as the Trustee of the Condominium Trust, as well as any other Declarant appointed Trustees (including the Successor Trustees for which Section 3.1 of the Condominium Trust makes provisions), are responsible solely for their obligations as trustee of the Condominium Trust set forth in the Trust and the provisions of MGL 183A, and said obligations commence only after the Condominium Trust is recorded at the Registry and

then only to any Units, Common Areas, or Limited Common Areas which have been made a part of the Condominium through either this Master Deed or a Phasing Amendment to this Master Deed.

Each Unit Owner, by recording the deed to his or her unit with the Registry, acknowledges that the Original Trustee of the Condominium Trust (as defined in the Condominium Trust) , in its capacity as Trustee of the Condominium Trust, as well as any other Declarant appointed Trustees (including the Successor Trustees), shall have no liability for the construction of the Units, Common Areas or Limited Common Areas.

**11. Rights Reserved to the Condominium Trust.**

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees of the Condominium shall determine appropriate) to the Unit Owner involved, (or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit), the Trustees of the Condominium shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas. In addition, the Trustees shall have the following rights and easements:

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

(b) To grant permits, licenses and easements over the Common Areas and Facilities, for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Condominium Trust shall deem necessary or desirable for the property operation and maintenance of the Condominium; and

(c) To grant easements to the Town of Sudbury and the Town of Concord as may be required under the terms of the Site Plan Approval or Special Permit or Stormwater Permit, or under the terms of the Order of Conditions, if applicable (the Site Plan Approval, Special Permit, Stormwater Permit and any other permits or approvals required to complete the condominium, and the Order of Conditions, if applicable, are hereinafter collectively referred to as the "Permits/Approvals")

**12. The Condominium Unit Owners Association.**

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the COLD BROOK CROSSING CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust"), under a Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Trustees") is the Declarant.

Pursuant to Section 3.1 of the Trust, and in conformity of the provisions thereof, the Original Trustee and as applicable the Successor Trustees may, at its full discretion and option, create two separate groups of Trustees prior to the Transition Event. Class I would consist of the Declarant or the Declarant's appointed Trustee alone and Class II would be comprised of up to three (3) Trustees who are Unit Owners (the "Unit Owner Trustees"). The Unit Owner Trustees shall be elected at a duly constituted meeting of the association of Unit Owners (the "Unit Owners' Association") at which a quorum is present, by a vote of Unit Owners holding not less than fifty-one (51%) percent of the total voting power hereunder, by written vote cast in person, by proxy or by written statement delivered by hand, by U.S.

mail, or by email, with those candidates obtaining the most votes winning the vacant Unit Owner Trustee seats. This Class II of Trustees shall be known as the "Unit Owner Trustees" or "Class II Trustees". Class II Trustees shall consist of no more than three (3) Unit Owners which collectively would exercise forty-nine (49%) of the voting power of the Trustees.

The mailing address of the Condominium is Cold Brook Crossing Condominium Trust, 2134 Sevilla Way, Naples FL 34109.

The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The annual meeting of the Condominium Trust shall be held within ninety (90) days prior to the end of the Condominium Trust's fiscal year, at a reasonable place and time as may be designated by the Trustees, provided that owners of record are notified of the meeting by U.S. Mail or email at least seven (7) days prior to the meeting date.

The FISCAL YEAR of the Condominium Trust shall begin on January 1st of each year.

**13. Easements**

The Trustees shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense. The Trustees shall have a right of access to all Common Areas and Facilities for maintenance, repair or improvement whether such Common Elements are restricted or not. In particular, the Trustees shall have the right and easement to enter the Common Areas and Limited Common Areas to install, maintain and repair, replace and relocate (1) underground utilities, including, but not limited to electricity, telephone, gas, water, including any irrigation system that serves the Condominium; (2) all pipes, lines, pump houses and any other facilities associated therewith; and (3) drainage and sewerage facilities including, without limitation, detention basins, pervious pavement, and any and all associated infrastructure.

The Trustees shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Trustees shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Areas and Facilities in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Areas and Facilities of the Condominium shall be the responsibility of the Trustees.

As a result of the above obligations and responsibilities, the Trustees or any of its directors, agents, employees or contractors shall have a right of access through, under, over and across the Common Areas and Facilities and the Units for the purpose of performing any of its obligations.

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

The Condominium is subject to an exclusive perpetual easement over a portion of **the Property** (namely, the Lot S Easement as described in the Master Declaration) which Lot S Easement benefits the

owner of the abutting land described as Parcel S (shown as Lot S on the Site Plan) in the Master Declaration. Said Lot S Easement is more particularly described in the Master Declaration and shown on the Site Plan.

**14. Units Owner's Rights and Obligations.**

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16 hereof), the Declaration of Trust, the By-Laws, the Unit Deed, and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, the Master Declaration, and the items affecting title to the land described in Exhibit A. 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, paragraphs 9 and 16 hereof), the Declaration of Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, 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 thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, thereby irrevocably appoints the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop the Condominium and any additional phase(s) or sub-phases of the Condominium, and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest (including the percentage interest attributable to the appurtenant Exclusive Use Parking Space, if any) as shown on Exhibit B of the most current Amendment to this Master Deed, in any and all matters related to election or removal of trustees or management of the condominium or any other matters in the Act or this Master Deed or the Declaration of Condominium Trust executed and recorded simultaneously herewith requiring a vote of Unit Owners.

(e) Each Unit Owner, including the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights), shall be required to pay its share of Common Expenses upon being assessed therefore by the Trust. Such share shall be based upon the percentage interest shown for such Unit (and Exclusive Use Parking Space, if any) on Exhibit B. Each Unit shall be assessed its share of Common Expenses beginning on the date that particular Unit is added to the Condominium by the recording of this Master Deed or a subsequent Phasing Amendment. The Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) shall be liable for each Unit's common expenses from the date it is added to the Condominium until the time of its initial transfer.

**15. Amendments.** For purposes of this paragraph, the term "Declarant" shall mean any Phasing Declarant to whom Declarant conveys Unit Development Rights.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new Unit(s)/land to the Condominium or as otherwise provided herein, this Master Deed may be amended by

an instrument in writing (a) signed by the Owners of Units at the time holding at least sixty seven (67%) percent of the proportionate percentage interest in the Common Areas and Facilities, as said interests are defined in Exhibit B to the most recent Phasing Amendment to this Master Deed, or if there is no Phasing Amendment, as defined in the Exhibit B attached hereto, or signed by a majority of the Trustees of the Trust, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least sixty seven (67%) percent of the proportionate percentage interest in the Common Areas and Facilities, or, in either event, such higher percentage as required by the Condominium Act; and (b) duly recorded with the Registry, provided, that:

(a) The date on which any instrument of amendment is first signed by an owner of a Unit or the majority of the Trustees shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) or sub-phases to the Condominium, no instrument of amendment which alters the proportionate percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A, as it may be amended, shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) or land to the Condominium or to remove land as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the Master Deed and particularly the provisions of paragraph 16 hereof to include additional phase(s) or sub-phases, or Declarant's rights regarding future development under paragraph 10, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales 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 Declaration) of all of the Units of the Condominium or seven (7) years, whichever shall last occur. In the event the then-current guidelines of the Federal National Mortgage Association (FNMA) or the Federal Housing Administration (FHA) for multiple phase projects require such right to terminate prior to the time period set forth above, the Declarant shall shorten such time period so as to comply with said guidelines by an instrument signed by the Declarant.

(g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC. Additional FNMA/FHLMC provisions for the protection of Mortgagees are included in Paragraph 19 below.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (g) through (h) of this paragraph 15 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.

(j) Where required under the Master Deed and/or the Condominium Act the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of sixty (60) days written notice sent to said Mortgagees by Certified Mail/Return Receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by one or more of the Trustees stating that all necessary notices have been sent via Certified Mail/Return Receipt Requested and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

**16. Declarant's Reserved Rights to Construct, Add Units/Add Land, Grant Certain Rights to the Town and Remove Land from Condominium**

As used in this Section 16 and throughout this Master Deed, as indicated in Section 18 the term "Declarant" signifies the Declarant and as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase. The Condominium presently is comprised of two (2) condominium units in two (2) buildings (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to limit or affect the rights reserved to the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase), the Declarant contemplates the deconstruction, reconstruction and expansion of the Initial Units, and the expansion of the Condominium by addition of various buildings, Units and land to the Condominium in multiple successive phases or sub-phases, with each such expansion being comprised of one or more Units.

The maximum number of Units in the Condominium, if all allowable buildings and Units currently permitted by the Permits/Approvals are constructed and added to the Condominium, is one hundred seventy three (173) Units. Notwithstanding the foregoing, the Declarant and is successors and assigns reserves the rights to develop all or any portion of the area labeled as Area C on the Site Plan as a residential community, and in such event to add to the Condominium, in additional phases or subphases, additional units and related common elements, all of which shall be added on the same basis as phases, units and common elements under this Master Deed. In such event, Declarant and its successors and assigns may bind the owners of the Condominium to all agreements, easements, covenants, conditions and restrictions on terms which it deems to be fair and equitable for all purposes, including, but not limited to, agreements for the common use of Common Areas and Facilities at the Condominium, agreements for use of common areas and facilities on portions of Area C, agreements related to the WWTP, utilities and roads over the Property and Area C, and such other agreements as it may deem to be necessary and appropriate. Such agreements may take the form of shared use agreements, easements, memberships and covenants, conditions and restrictions by creation of a planned community or otherwise. Each Unit Owner and mortgagee and their successors, heirs and assigns shall, by the acceptance of a deed, mortgage or any other instrument conveying an interest in any Unit, thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney to execute, acknowledge, accept and/or deliver any and all instruments necessary or appropriate to create and bind all Unit Owners to such agreements, easements, memberships and/or covenants, conditions and restrictions recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest and each such Unit Owner, mortgagee or other party agrees for himself, his successors and assigns to execute, acknowledge, accept and/or deliver any and all instruments which may be requested at any time to confirm the power of attorney so given on the agreements, easements, memberships and/or covenants, conditions and/ or restrictions as herein contemplated.

The Declarant (or any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) shall be under no obligation to proceed beyond those Units contained in the Master Deed nor to add additional land to the Condominium; nevertheless, should the Declarant choose to proceed to expand the number of Units in the Condominium and/or add additional land, the following provisions shall define the Declarant's reserved rights and easements and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights and easements to amend this Master Deed to add new Units and land to the Condominium as part of future expansion shall expire fifty (50) years following the recording of this Master Deed provided that this reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the permitted maximum number; or

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

Notwithstanding the foregoing, if the then-current guidelines of the Federal National Mortgage Association (FNMA) and/or Federal Housing Administration (FHA) for multiple phase projects require such rights to expire earlier than the dates set forth above, the Declarant shall shorten such time period so as to comply with said guidelines by recording a statement specifically amending this section of the Master Deed. Conversely, if the then-current guidelines of the Federal National Mortgage Association (FNMA) and/or Federal Housing Administration (FHA) for multiple phase projects permit such rights to expire later than the dates set forth above, the Declarant shall be allowed to lengthen such time period by recording a statement specifically amending this section of the Master Deed.

(b) Each expansion phase following the Master Deed shall consist of at least one Building; provided, however that the Declarant shall have the right and easement to add a sub-phase, which could consist of a portion of a Building. Each Building will contain at least one unit as described on Exhibit B.

(c) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above unless and until the Declarant obtains the appropriate permits and approval from the Town of Sudbury and/or the Town of Concord (if necessary) to do so.

(d) The Declarant (for itself and for the benefit of any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein (to the extent allowed under the Permits/Approvals), which are to be added to the Condominium as part of future phases and to change the layout and configuration of the Condominium (to the extent allowed under the Permits/Approvals); provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed.

(e) The Declarant (for itself and for the benefit of any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) reserves the right and easement to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases and to grant easements to Unit Owners for the exclusive use of such Limited Common Areas. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(f) The Declarant (or any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) may deconstruct, reconstruction and expand the Initial

Units, and add future phases and the buildings and Units therein, including additional land on which such building and units are built, to the Condominium by executing and recording with the Registry amendments to this Master Deed each of which shall contain the following information:

(i) An amended description of any land and Building (or portion of the Building in the case of a sub-phase) being added to the Condominium. To the extent that additional land is added to the Condominium, the Declarant shall amend Exhibit A to include such additional land.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A. If any new land is added, a new site plan shall be recorded showing the additional land.

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

(g) The Declarant (or any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) shall not amend the Master Deed so as to include any additional phase(s) or sub-phase(s) until the construction of the Buildings containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(h) The Declarant hereby reserves the right to add additional land to the Condominium for the purposes of adding additional phases to the Condominium. The Declarant reserves said right, but shall be under no obligation to add such additional land to the Condominium.

(i) It is expressly understood and agreed that no such amendments related to the Initial Units, adding new phases, Units and additional land to the Condominium, or amendments removing land from the Condominium, or any changes made by the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) pursuant to the rights reserved hereunder shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant (or, as applicable, any Phasing

Declarant to whom Declarant conveys Unit Development Rights). Any such amendment, when executed by the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) and recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as additional phase(s) or sub-phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights and easements hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, and liability for sharing in the Common Expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase or sub-phase, the fair market value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair market value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(k) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's (or, as applicable, any Phasing Declarant's) reserved rights and easements under this paragraph 16 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph. Each Unit Deed shall contain a statement that the Condominium is phased and that the percentage interest may change as additional phases or sub-phases are added.

(l) In the event that, notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights), is required on any amendment to this Master Deed which adds new phase(s), which may include additional land, to the Condominium or relates to the rights reserved by the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) in this Paragraph 16, then the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit Owner, by the acceptance of the Unit Deed, whether such deed be from the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(m) The Declarant (or any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) shall have the right and easement to construct, erect and install on the Property in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

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

(ii) New or additional Limited Common Areas;

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

(iv) Amenities, recreational facilities and/or infrastructure to be used by the Unit Owners in the Condominium; and/or

(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 him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the Property on which are or shall be located the Buildings constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement as well as the phasing rights reserved herein; provided however that this reserved right shall not apply to any portions of the Property previously assigned to a Phasing Declarant.

Ownership of each Building, together with the units forming part thereof and all appurtenances thereto, constructed by or for the Declarant (or any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) pursuant to the said reserved rights and easements shall remain vested in the Declarant (or any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) until conveyed; and the Declarant shall have the right to sell and convey the said units as Units of the Condominium without accounting to any party with respect to the proceeds of such sales.

The Declarant also reserves the right to grant certain easements over certain common areas of the Condominium to the Town of Sudbury as may be required by the terms of the Permits/Approvals (as those may be amended), and to execute all instruments necessary in connection therewith. Every Unit Owner by the acceptance of a deed to the Unit hereby agrees that the Condominium Property is or may become subject to these easements in accordance with the terms of the Permits/Approvals, regardless of whether such instruments are recorded before or after this Master Deed. The Declarant hereby reserves any fee interest held in any and all streets and ways as they currently exist or as they may be relocated as shown on the plans recorded herewith.

The Property being submitted by the Declarant to Chapter 183A herein is fee simple condition subsequent, which means that the Declarant reserves the right to remove certain portions of the Property upon certain limited conditions. In the event that the Declarant no longer plans to add additional phases on a certain portion of the Property which is included in the Condominium and relinquishes the Declarant's right to add phases on such portion by recording with the Registry a statement specifically relinquishing its rights to amend this Master Deed to add additional Units to the Condominium on said portion of the Property, then the title to said undeveloped portion of land shall vest in the Declarant, provided that the Declarant does not state otherwise in the document recorded at the Registry and re-enters the Property. The right of the Declarant to remove portions of the Property from the provisions of Chapter 183A shall include, but not be limited to, the right to remove the portions labeled as Area C and Lot S Easement on the Site Plan. Upon removal of any such land from the provisions of Chapter 183A, the interest therein, if any, of any Unit Owner, mortgagee holding a security interest therein, and all Trustees under the Trust shall terminate and revest in the Declarant, its successors or assigns. Each Unit Owner, mortgagees holding a security therein, and all Trustees under the Trust do hereby appoint the Declarant, its successor or assigs, as such Unit Owner's, mortgagee's and Trustee's attorney-in-fact to execute, acknowledge and deliver any or all instruments necessary and appropriate to revest fee absolute title thereto in the Declarant, its successors or assigns.

The Declarant (for itself and for the benefit of any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase) reserves the right to amend the Master Deed, without the consent of any Unit Owner or mortgagee, to deconstruct, reconstruct and expand the Initial Units, provided that nothing contained herein shall require the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) to deconstruct, reconstruct or expand any Initial Unit or Units in any particular order or sequence, or constitute a warranty or representation obligation Declarant to do any of the foregoing. No amendment expanding an Initial Unit as provided for herein shall require the consent, 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 (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights). Any such amendment, when executed by the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

**17. 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 (including any Phasing Declarant to whom Declarant conveys Unit Development Rights for any particular Construction Phase), hereby expressly reserves the right and easement to construct, erect and install on the Property in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith, which may be characterized as, without limitation, amenities, recreational facilities, and/or infrastructure. Upon substantial completion of any such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) shall turn it over to the Trustees and the Trustees shall accept responsibility for such management, operation and maintenance in accordance with the terms of this Trust, however Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) shall retain certain rights to use the Common Areas and Facilities to the extent set forth herein and in the Trust. Nothing contained in this paragraph 17, however, shall in any way obligate the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) to construct, erect or install any such shared and/or common use facility as part of the Condominium development.

**18. Definition of "Declarant".**

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to Declarant and to any successors and assigns that come to stand in the same relationship as developer and Declarant of the Condominium. For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Phasing Declarant" shall mean and refer to any person or entity to whom the Declarant conveys Unit Development Rights for any particular Construction Phase. For the avoidance of doubt, the entity to whom Declarant conveys Units 1 and 2 will be the Phasing Declarant regarding the expansion of Construction Phase 1 of the Condominium as described in Section 1 of this Master Deed.

**19. Provisions for the Protection of Mortgagees.**

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of 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 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:

(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 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.

(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 except as otherwise provided by Chapter 183A, as it may be amended from time to time.

(d) Any and all Common Expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for Common Expenses 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 except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units 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 assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the percentage interest of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided, however, that the granting of easements/restrictions for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium including, without limitation, the granting of the certain easements in accordance with the terms of the Permits/Approvals, and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and Common Areas and Facilities of the Condominium.

(g) To the extent permitted by law, 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;

(h) In no case shall any provision of the Master Deed or the Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees, will be entitled to:

(i) written notice of any proposed amendment of the Master Deed effecting a change in (a) the boundaries of the Unit or the exclusive easement rights appertaining thereto for the Unit on which it holds a first mortgage, (b) the interest in the General or Limited Common Areas appertaining to such unit or the liability for Common Expenses appertaining thereto; (c) the percentage interest and voting rights appertaining to said unit, or (d) the purposes to which said Unit or the Common Areas related to said Unit are restricted;

(ii) written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Trust By-Laws which is not cured within sixty (60) days;

(iii) inspect the books and records of the Trust at all reasonable times;

(iv) receive an audited (or less intensive attestation as may be allowed by Chapter 183A) financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust;

(v) receive written notice of all meetings of the Unit Owners' Association, and be permitted to designate a representative to attend all such meetings;

(vi) receive prompt written notification from the Trustees of the Unit Owners' Association of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vii) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(viii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

(j) Notwithstanding anything to the contrary contained herein, the provisions of this sub-paragraph (j) shall not apply to the rights reserved by the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) in paragraph 16 hereof with respect to amendments adding new unit(s) to the Condominium. Excluding any amendments relating to the rights

reserved by the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) in Paragraph 16, the prior written consent of fifty-one (51%) percent of the first mortgagees holding mortgages on Unit who have requested notification of the consideration of material amendments, and of Unit Owner entitled to at least sixty-seven (67%) percent of the percentage ownership interest herein shall be required for the following:

(i) to add or amend any material provisions of the Master Deed or the Trust 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 elements;

d. insurance or fidelity bonds;

e. rights to use Common Areas and Facilities;

f. responsibility for maintenance and repair of the several portions of the Condominium;

g. expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the property, except for the rights reserved by the Declarant under Paragraph 16;

h. boundaries of any Unit;

i. interests in the General or Limited Common Areas;

j. convertibility of Units into Common Areas or Common Areas into Units;

k. leasing of Units;

l. imposition of any right or first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;

m. any provisions which are for the express benefit or mortgage holders or eligible insurers of first mortgages on Units.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the District Registry in accordance with the requirements of paragraph 15 hereof.

**20. Special Amendment.**

Notwithstanding anything herein contained to the contrary, the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) reserves the right and power to

record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust (without the consent of any other Unit Owners or Trustees):

a. To comply with requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;

b. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A;

d. To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto; and/or

e. To clarify any ambiguous terms or provision contained in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto or to correct any formal defect or omission.

f. To remove Area C or the Lot S Easement from the Condominium as set forth in Section 16(m) hereof.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees upon the occurrence of the Takeover Event, as defined in Paragraph 3.1 of the Trust.

**21. Dispute Resolution and Hearing Procedures.**

A. No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following such procedures as are established by the Board of Trustees by Rule or Regulation consistent with the provisions of this Section.

B. Declarant, the Board of Trustees, its trustees, officers, directors, and committee members, Unit Owners, and all parties subject to this Master Deed (collectively, the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth herein in a good faith effort to resolve such Claim.

C. As used in this Section, the term "Claim" will refer to any claim, grievance or dispute arising out of or relating to:

i. the interpretation, application, or enforcement of the Master Deed, Declaration of Trust, the By-Laws, and Rules and Regulations adopted by the Board of Trustees;

ii. the rights, obligations, and duties of any Bound Party under the Master Deed, Declaration of Trust, the By-Laws, and Rules and Regulations adopted by the Board of Trustees; or

iii. the design or construction of improvements within the Condominium.

D. The following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth above:

i. any suit by the Board of Trustees to collect assessments or other amounts due from any Unit Owner;

ii. any suit by the Board of Trustees to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Board of Trustees' ability to enforce the provisions of this Master Deed;

iii. any suit which does not include Declarant (or, as applicable, any Phasing Declarant to whom Declarant conveys Unit Development Rights) or the Condominium Trust as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Master Deed, Declaration of Trust, and Rules and Regulations adopted by the Board of Trustees; and

iv. any suit in which any indispensable party is not a Bound Party

**22. Dispute Resolution Procedures.**

A. Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") will give written notice to each Respondent and to the Board stating plainly and concisely:

i. the natures of the Claim, including the Persons involved and the Respondent's role in the Claim; and

ii. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and

iii. the Claimant's proposed resolution or remedy; and

iv. the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

B. Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

C. Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described above (or within such other period as the parties may agree upon), the Claimant will have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Condominium Trust (if the Condominium Trust is not a party to the Claim) or to an independent agency providing dispute resolution services in the Greater Boston Metropolitan area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

**23. Severability.**

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not 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.

**24. 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 that may occur.

**25. Assignment of Declarant's Rights**

The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Trust and By-Laws, including, but not limited to, the Declarant's reserved rights to construct and add future phases and subphases as described in Section 16, at any time, and from time to time, to any Phasing Declarant, mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Such reserved rights to construct and add phases and subphases are sometimes referred to as "Unit Development Rights". A Unit Development Right is the right to construct a residential Unit in a building or buildings on a Construction Phase or subphase and to add said building or buildings and phase or subphase to the Condominium in the manner set forth in Section 16. Unit Development Rights shall be deemed to be an interest in real estate, and shall be subject to this Master Deed, including, without limitation, the terms of Section 16. The Declarant has the right and easement to grant mortgages on Construction Phases and subphases to be created. Any assignee of Unit Development Rights for a Construction Phase has the right and easement to grant mortgages on the Unit Development Rights for said Construction Phase.

Each Trustee, as well as each Unit Owner and Mortgagee of a Unit (except any mortgagee, and its successors and assigns, so long as it holds any mortgage or security interest in any Declarant owned units or phasing rights, as stated in Section 16 above), by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's Unit Development Rights, and any other interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, Unit Owner or Mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust. So long as any mortgagee, (which terms shall include its successors and assigns) holds any mortgage or security interest in any units or phasing rights or otherwise obtains title to the Declarant's interest hereunder (unless said mortgagee releases such interest), the mortgagee shall be deemed the successor Declarant in regard to all of the phasing and other reserved rights as set forth in this Master Deed except those Unit Development Rights previously assigned by Declarant to a Phasing Declarant.

**26. Transportation Management Plan**

As stated in the Master Declaration, the owner of Parcel S (as described in the Master Declaration, which Parcel S is shown as Lot S on the site plan), shall manage and operate the Transportation Management Plan as required by the permits and approvals issued by the Town of Sudbury. The owner of Parcel S shall have no obligation to provide any resident of the Condominium any component of any Transportation Management Plan or shuttle service free of charge. The owner of Parcel S shall have the right to (i) charge or assess a fee for the use of any component of the Transportation Management Plan or shuttle service to any resident of the Condominium who elects (such election being completely voluntary) to utilize such service, and/or (ii) enter into an agreement with the Condominium Trust, at the Trust's discretion, establishing the fees with the Trust to provide such services to the residents of the Condominium.

[SIGNATURE PAGE TO FOLLOW.]

Executed as a sealed Instrument on this day, March 22, 2021.

DECLARANT
Quarry North Road LLC

By: Christopher Claussen
Its: Manager and Real Estate Signatory

Collier County, ss STATE OF FLORIDA

On this 22nd day of March 2021 before me, the undersigned notary public, personally appeared Christopher Claussen, Manager and Authorized Real Estate Signatory for Quarry North Road LLC who proved to me through satisfactory evidence of identification, which was 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, in the capacity indicated, and that he has the authority to sign in that capacity.

Notary Public: Michele Wardeberg
My Commission Expires: 3/2/25

Michele Wardeberg
Notary Public
State of Florida
Comm# HH099467
Expires 3/2/2025

Exhibit A
Legal Description

Beginning at a point located on the Northerly side of North Road which point is 489.12' Southwesterly from a stone highway bound;
Thence along North Road S 65°17'54" W a distance of 205.78' to land now or formerly of The Apartments at Cold Brook Crossing LLC;
thence along land of The Apartments at Cold Brook Crossing LLC:
N 13°42'06" W a distance of 323.81';
with a curve turning to the right with an arc length of 107.06',
with a radius of 247.00';
N 85°00'00" W a distance of 123.60';
N 87°20'24" W a distance of 59.72';
S 90°00'00" W a distance of 225.83' to land now or formerly of the Town of Sudbury;
thence along land of the Town of Sudbury:
N 00°00'00" W a distance of 277.63';
N 90°00'00" W a distance of 350.00' to land of the Northwood at Sudbury Condominium;
thence along land of the Northwood at Sudbury Condominium and land of the Frost Farm Leasehold Condominium:
N 09°56'43" E a distance of 685.57';
S 61°00'17" E a distance of 289.08';
thence along land of the Frost Farm Leasehold Condominium and land now or formerly of the Town of Concord N 32°21'43" E a distance of 306.24'to a drill hole in a stone bound;
thence along the land of the Town of Concord:
Northeasterly along the edge of a meadow approximately 106';
along the centerline of a ditch:
Easterly approximately 840';
Westerly approximately 420';
Northerly approximately 70' to the centerline of a brook at land now or formerly of Verrill;
Thence along the brook and land of Verrill Easterly approximately 1107'to the intersection of two brooks;
Thence along the Brook and land now or formerly of Poor Southerly approximately 1030' to the Town Line between Concord and Sudbury and land now or formerly of the Sudbury Water District;
Thence along the Town Line N 63°01'48" W approximately 132';
Thence along the land of the Sudbury Water District:
S 65°17'54" W a distance of 324.96';
S 64°12'20" W a distance of 250.98';
S 13°42'06" E a distance of 208.00' to the point of beginning;
having an area of approximately 1,574,590 square feet,
36.148 acres.

For Declarant's title see Deeds recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 77153, Page 392, Book 77513, Page 396, Book 77150, Page 498, and Book 74523 Page 244,

**Exhibit B**

Schedule of Percentage Interests and Description of Units

Number of Units in Phase 1: Two (2)

Number of Buildings in Phase 1: Two (2)

| Unit Designation | Approx. Area (Sq. Ft.) | Percentage Interest |
|---|---|---|
| A | 320 | 50% |
| B | 320 | 50% |