



MASTER DEED

BLACK BIRCH II CONDOMINIUM

Black Birch II Development Partners LLC, a Massachusetts limited liability company, with an address of 83 Great Road, Suite 1B, Acton, MA 01720, hereinafter referred to as "Declarant," being the sole Owner of a certain premises in Concord, Middlesex County, Massachusetts, more particularly described below, by duly executing and registering this Master Deed, does hereby submit said premises to the provisions of M.G.L. c. 183A (the "Condominium Law") and proposes to create and does hereby create a Condominium (the "Condominium") to be governed by and subject to the provisions of said Condominium Law, as amended, and to that end hereby declares and provides as follows:

1. NAME:

The name of the Condominium shall be: **BLACK BIRCH II CONDOMINIUM**

The Address of the Condominium shall be: c/o Black Birch II Development Partners LLC, 83 Great Road, Suite 1B, Acton, MA 01720.

The Condominium Trust (the "Condominium Trust") of Black Birch II shall be: Black Birch II Condominium Trust, under Declaration of Trust, dated of even date herewith (the "Declaration of Trust"), recorded with this Master Deed in the Middlesex South County Registry of Deeds. Capitalized terms not defined herein shall have the meanings given to said terms in the Declaration of Trust.

2. DESCRIPTION OF PREMISES:

The premises on which the buildings and improvements are located are more particularly described in Exhibit A attached hereto and made a part hereof, which premises are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions, and appurtenant rights set forth and contained in Exhibit A (the "Premises"). Reference is also made to that certain Special Permit issued by the Zoning Board of Appeals of the Town of Concord dated June 23, 2017 and recorded in the Middlesex South District Registry of Deeds at Book 69609, Page 89 (the "Special Permit").

3. DESCRIPTION OF BUILDINGS:

The description of the Units comprising the Condominium, stating the number of Units, Unit type and the principal materials of which they are constructed are set forth and described in Exhibit B attached hereto and made a part hereof.

Please Return To:

DLPN
P.O. Box 2223
Acton, Ma. 01720

Locus: Sweet Birch Lane, Concord, Ma. 01742

PLAN # 785 of 2018

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4. DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES:

The projected Unit number, address, percentage interest in Common Elements and the Common Expense Percentage Interest for each of the Condominium Units is set forth on Exhibit C-1. The initially phased Units, together with their Unit number, address, gross and/or finished floor area, percentage interest in Common Elements and the Common Expense Percentage Interest is set forth on Exhibit C-2. Units are also shown on the site plan (the "Site Plans") and on the floor plans (the "Floor Plans") of the Condominium to be recorded herewith. For purposes hereof, the term Common Elements shall be defined to include the General Common Elements and Limited Common Elements (as defined below). Common Expenses shall be defined to include all common expenses attributable to the Common Elements as set forth herein.

A. Units. The Condominium shall contain up to 16 attached and detached dwellings Units (the "Units"). The Units subject to future phasing (as defined below) are located conceptually on the Site Plan.

B. Affordability-Restriction. Pursuant to the terms of the Special Permit, two (2) of the Units shall be designated as affordable units (the "Affordable Units"), restricted to terms of sale and occupancy pursuant to terms of the Special Permit.

C. Age-Restriction. The Units shall be limited to residential use and occupancy by persons aged fifty-five (55) years of age or older, in accordance with the Federal Fair Housing Act, 42 USC Section 3601 et seq., as amended (the "FHAA"), together with implementing regulations, 24 CFR Part 100, subpart E, as amended ("Qualified Age Restriction"). In accordance with the FHAA, each Unit shall be occupied by at least one individual who is fifty-five (55) years of age or older (the "Age Qualified Person"). Notwithstanding the foregoing, no person under the age of eighteen (18) shall occupy any Unit, whether Age Restricted Units or otherwise, for a consecutive period of twelve (12) weeks or more, or for an aggregate period over the course of a calendar year of more than twenty-four (24) weeks. A Person under the age of eighteen (18) may temporarily reside in a Unit as an invited guest, provided that such guest residency does not exceed a consecutive period of twelve (12) weeks or more, or for an aggregate period over the course of a calendar year of more than twenty-four (24) weeks. Invited guests shall otherwise be subject to the same rules and regulations of occupants, unless otherwise specifically exempted herein;

The total number of occupants in any Unit shall be limited by applicable laws and regulations, including the Town of Concord health and zoning ordinances;

The purchase of a Unit for investment purposes is permissible provided that occupants in the Unit otherwise comply with the age restrictions set forth herein;

It is the duty of the Declarant, in connection with the initial sale of Units, and of the Condominium Trust, through the Board of Trustees, as to all subsequent sales of Units, to enforce the Declaration so that at all times the Condominium will qualify for the fifty-five (55) or over housing for older persons exemption under the FHAA so as to qualify as "housing for older persons" within the meaning of the FHAA. Permanent occupancy of any Unit is not permitted or

allowed to continue if such occupancy violates the provisions of this subsection or results in the loss of the Community's fifty-five (55) or over housing for older persons exemption under the FHAA. At the closing of title of a Unit being sold by the Declarant, the purchaser of said Unit will be required to sign a notarized affidavit and to supply supporting documentation to verify the age of the prospective occupants so as to insure that the Community will qualify for the exemption under the FHAA and to insure that said purchaser is in compliance with the age restrictions set forth herein. For subsequent sales, a request for information regarding the age of the proposed occupants of the Unit may be made by the Condominium Trust. Closing of title may be conditioned upon the Condominium Trust's receipt of the information and supporting documentation. The supporting documentation referred to in this Section may be in the form of copies of driver's licenses, birth certificates, passports, immigration cards, military identification or any other state, local, national, or international official documents that contain a birth date of comparable reliability.

The Condominium Trust shall annually update the initial information supplied by the occupants of the Condominium through surveys or other means. A survey may include the age(s) and familial relationship of all residents to verify that the Unit is occupied in compliance with the FHAA, and shall be accompanied by supporting documentation to verify the information contained therein. Such documentation may be in the form of copies of driver's licenses, birth certificates, passports, immigration cards, military identification or any other state, local, national, or international official documents that contain a birth date of comparable reliability.

This Age Restriction is intended to be consistent with, and is set forth in order to comply with the Fair Housing Act, 42 USC §3607, as amended, the regulations promulgated thereunder, 24 CFR Subtitle B, Ch. 1, §100.300 et. Seq. and MGL Chapter 151B, §4 and §5.2(D)(2)(d) (collectively, the "**Housing Laws**"). The Age Restrictions set forth herein shall be construed so as to be consistent with federal and state law, and nothing in these Age Restrictions shall require the Declarant or Unit Owners to take any action in violation of state or federal law.

Notwithstanding the provisions hereof, in the event that any federal, state or municipal statute, regulation, ordinance, by-law, permit or approval received in connection with this Condominium is hereafter modified such that the Age Restrictions or Affordability Restrictions set forth herein become inconsistent with the terms thereof, these Age Restrictions and/or Affordability Restrictions shall be deemed to be likewise modified to be consistent with such modifications. Evidence of such modification shall be in the form of an Amendment to this Master Deed, recorded in accordance with the provisions set forth in Section 12.C. of this Master Deed.

D. Phasing Rights. The Declarant reserves the right, but not the obligation, to construct one or more buildings, Units and improvements within the Condominium in phases and in connection therewith to construct a portion of the project in phases over time, adding components of such phases to the Condominium as they are built, and converting General Common Elements to Units. In such event, all buildings, Units and improvements phased into the Condominium over time shall be constructed in a manner consistent with the initial improvements, in terms of quality of construction. When and if all phases are completed, the Condominium will

contain the Units, a common septic system, roadways, entrance drives and pedestrian pathways, and open space.

The Premises are subject to the right and easement hereby reserved by the Declarant to construct buildings, Units, utility infrastructure, parking areas and roadways, and such other amenities and accessory structures necessary in conjunction with the development of the Condominium, whether in phases or all at once, all as shown in conceptual fashion on the Site Plan. The Declarant also reserves the right to have, as an appurtenance to the construction of the Condominium, an easement to pass and repass over the Premises, including the right to operate a temporary sales trailer and/or construction trailer, as well as store equipment and supplies, so far as the same are necessary and convenient for the construction of the Condominium. The Declarant shall have the right and easement to use all entrance drives, parking areas and walkways affording access to the Premises including the right and easement to construct additional driveways, parking areas and walkways to serve the Condominium, provided that such easement for access and construction shall not interfere with the access of the owners to the Units already built and occupied.

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

- (a) Lower Boundary and Floors: The upper surface of the concrete basement floor or concrete first floor for units without basements;
- (b) Upper Boundary: The plane of the lower surface of attic roof rafters;
- (c) Interior Perimeter Walls: In the case of wood frame or non-exposed concrete or other non-exposed masonry perimeter walls adjacent to another Unit, the plane of the surface of the wall studs facing such Unit; or, where applicable, the interior surface of exposed concrete or other exposed masonry walls; and
- (d) Exterior Walls, Doors and Windows: The interior surface of exposed concrete or other exposed masonry walls; and the plane of the surface facing such Unit of the wall studs in the case of wood-frame walls or non-exposed concrete or other non-exposed masonry walls; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and/or screen of the window frames.
- (e) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in subsection (a) – (d) above, and shall also include any pipes, wires, ducts, water heaters, electrical switches, alarm system, television, telephone or electrical receptacles, garage door openers and light fixture boxes and conduits situated in the perimeter walls of the Unit, or the irrigation system attached to or within the Unit (including the controller, backflow preventer and other related plumbing), which solely serve such Unit.
- (f) Exclusions: Except when specifically included by other provisions of subsection (e), the following are excluded from each Unit: The spaces and improvements lying

outside of the boundaries described in subsection (a) – (d) above, and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to more than one Unit or Common Elements or both;

(g) If this definition is inconsistent with the Floor Plans or Site Plans, then this definition shall control;

(h) The existing physical boundaries of a Unit or the physical boundaries of a Unit reconstructed in substantial accordance with the description contained in the original Declaration are its legal boundaries, rather than the boundaries derived from the description contained herein regardless of vertical or lateral movement of the building or minor variance between those boundaries and the boundaries derived from the description contained in the original Declaration. This Section does not relieve a Unit Owner of liability in case of his or her negligence or willful misconduct or relieve the Declarant or any other Person of liability for failure to adhere to any Surveys and Plans;

(i) If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands;

(j) So long as Units are owned by the Declarant or by a successor Declarant, including but not limited to Units that are added or to be added to the Condominium in connection with phasing rights, the boundaries of such Units may be changed, modified, combined or subdivided and portions of the Units may be re-designated as Common Elements and portions of the Common Elements may be incorporated into any Units so changed, modified, combined or subdivided, solely in the discretion of the Declarant or successor Declarant, provided the same is in accordance with the Condominium Law; and

(k) The Units have, as appurtenant rights, the undivided percentage interests in the Common Elements as set forth in Exhibit C attached hereto. Unit Owners (“Unit Owners”) have the right to use the General Common Elements in common with others entitled thereto. Rights to use the Limited Common Elements shall be exclusive to particular Units as described below.

5. COMMON ELEMENTS:

A. General Common Elements.

The general common areas and facilities of the Condominium (hereinafter the “General Common Elements”) comprise and will consist of:

(a) The land comprising the Premises, together with and subject to all easements, encumbrances, restrictions, and appurtenances of record;

(b) The roadways, walkways, sidewalks, driveways, parking areas (other than the driveways and garage spaces defined as Limited Common Elements below), gazebo, including without limiting the generality of the foregoing, walls, fences, entrance gates, entrance monuments, entrance landscaping, lighting fixtures not attached to any Units, and plants; SUBJECT HOWEVER, to the exclusive easements and rights to use certain Limited Common Elements, as hereinafter provided. The roadways in the Condominium shall remain private roadways, and shall be owned, plowed and maintained by the Condominium, including plowing and snow removal from both the roadway and sidewalks. There shall be no obligation of the Town to maintain, repair, plow or accept such roadways as public ways. Said roadways shall further subject to the restriction that parking is only allowed on one side of the street opposite the sidewalk and that the roadway is to be kept clear at all times to ensure that there is adequate access for emergency vehicles;

(c) The water distribution system including but not limited to that described in a certain Agreement for the Connection of New Water Main at Sweet Birch Lane to the Town of Concord Public Water System dated June 4, 2018 and recorded in the Middlesex South District Registry of Deeds in Book 71346, Page 42

(d) The septic system;

(e) The storm water management system, the maintenance of which shall be governed by the Long Term Operations and Maintenance Plan, attached hereto as Exhibit E (in accordance with Condition 29c) of the Special Permit, as such may be modified from time to time with the approval of the Town of Concord Zoning Board of Appeals;

(f) The landscaping of Common Elements (except as noted below with respect to Limited Common Elements), the maintenance of which shall be the responsibility of the Trustees and said Trustees shall also have the responsibility to report to the Town of Concord Planning Board on the viability of established landscaping three years after the first Certificate of Occupancy has been issued pursuant to Condition 48 of the Special Permit;

(g) The Condominium's participation in the management of the Forest Ridge Association;

(h) All areas of the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including without limiting the generality of the foregoing:

i. All conduits, ducts, pipes, plumbing, wiring, utility meters, and other facilities for the furnishing of utility services to more than one Unit, including sprinkler systems, backflow preventers, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall also be defined as General Common Elements, and all air conditioner pads, metering banks and equipment used to house and/or contain the aforementioned services;

ii. Installations of central services related to water and sewage disposal, stormwater management, landscaping and lawn care, management of the Open Space Parcels, external lighting, snowplowing, early notification fire alarm systems, security systems (if any), and such other central services implemented by the Declarant, or a successor Declarant, including all equipment attendant thereto, excluding equipment contained within or servicing a single Unit; and

iii.. Any and all design, model, sales, and/or marketing facilities operated and maintained by the Declarant for services related to the design, construction, sales and marketing of the Condominium, and all appurtenances related thereto constituting part of real property improvements to the Premises, including, but not limited to, individual model units (collectively, the "Promotional Facilities").

iv. The foundations, columns, girders, beams, supports, ceiling joists, studding, common walls, main walls, roofs, gutters, downspouts, mailboxes and other improvements including railings, exterior sheathing, siding and molding, exterior steps and exterior lighting fixtures exclusive of the portions of such improvements that are included within a Unit as described in Section 4 hereof or as described in any Amendment of the Master Deed by which a Unit is included in or added to the Master Deed;

(i) Until a phasing amendment is recorded by the Declarant submitting all or any part of a building to the provisions of the Condominium Law, such buildings and improvements, or portions thereof, and all furniture, fixtures and equipment related thereto, will remain the property of the Declarant and not constitute part of the Condominium, except to the extent they are specifically described as Common Elements herein.

B. Limited Common Elements

The Limited Common Elements (also known as the Exclusive Use Areas, or EUAs, on the Site Plan and the Special Permit) are those areas and facilities of the Condominium that are designated for the exclusive use of the Unit Owners (subject to this Section 5). For each Limited Common Element, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners. As of the date of this Master Deed, the Limited Common Elements include the following:

(a) The exterior sheathing, siding and molding and foundations of any Unit;

(b) If any pipe, chute, flue, duct, wire, septic piping, water service connections, propane tank and gas connections, conduit, bearing wall, bearing column or any other fixture lies outside the designated boundaries of a Unit or its EUA, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements;

(c) Any shutters, doorsteps, stoops, steps, porches and walkways leading to Units and serving only one Unit (and immediately adjoining said Unit), decks (including area beneath decks), porches, patios, privacy fences (constructed either by the Declarant or Unit Owner with prior approval as set forth in Section 10.A(p) below), and all exterior doors, windows and skylights or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. In the event a privacy fence is constructed between the EUA of independent Units, serving as a privacy fence for more than one Unit, the interior surface of such fence shall be considered part of the Limited Common Element for the Unit facing such surface;

(d) Any space heating, water heating and air conditioning apparatus including air compressors and the pad on which said compressors are situated, and any other heating and cooling apparatus, and all electrical switches and receptacles, exterior unit lights, exterior post lights, television, telephone, telecommunications and light switches, and irrigation equipment, serving one Unit exclusively, but lying outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit;

(e) External stove vents and dryer vents; gas fireplaces, masonry fireplaces, masonry chimneys, gas vents and chimney exhaust pipes are Limited Common Elements allocated to the Units which they serve;

(f) All areas identified as EUAs on the Open Space Plan or Site Plan, as finalized and more particularly described in the Floor Plans and Site Plans filed in connection with any Unit at the time of phasing, including the driveway located in front of the garage portion of such Unit and the yard areas for such Unit, all as shown on the Site Plan.

C. Maintenance and Repair

(a) The Condominium Trust is responsible for maintenance, repair and replacement of the General Common Elements, except (i) the Promotional Facilities, which shall be the sole responsibility of the Declarant; (ii) the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners, (iii) repair or replacement resulting from a casualty loss for which a Unit Owner's insurance shall provide coverage (in such latter events, the Unit Owner's insurance shall be used to cover the costs of any repair or replacement, which repair or replacement shall be conducted with the oversight of the Condominium Trust). The Common Elements to be maintained by the Condominium Trust include, but are not limited to, the water distribution system and septic system, and associated appurtenances up to the exterior of foundation walls, the Open Space Parcels, roadways and sidewalks and the storm water system in accordance with the operation and maintenance plan entitled: "Stormwater Operation and Maintenance Plan - attached hereto as Exhibit E;

(b) Unit Owners are responsible for the maintenance, repair and replacement of the Unit Owner's Unit and its various elements contained therein, the general cleaning and

maintenance of the interior portions of such Unit, shed and decks/patios/porches/garages and the Unit's EUA, as well as the following:

- (i) Cleaning and removing snow, ice and debris from the decks, porches, front steps and patios appurtenant to their Units;
- (ii) maintenance, repair and replacement of a Unit's electrical receptacles and light switches, garage door opening equipment, bulbs in all exterior light fixtures, early notification alarm and security modules, air compressors and any other heating and cooling apparatus, the pad on which the compressors are situated, HVAC systems, stove vents and dryer vents and, in Units with gas fireplaces, the fireplace, gas vents and chimney exhaust pipes, and in units with masonry fireplaces, the fireplace and chimney.
- (iii) Maintenance of the foundation plantings for their Units and other plantings installed by Unit Owner (which such plantings shall be subject to the advanced approval of the Trustees);
- (iv) Maintenance of the irrigation systems installed for a Unit;
- (v) Repair, replacement and maintenance of the windows, exterior doors and garage doors, including the glass but excluding the trim and exterior painting thereof.
- (vi) Trash removal from their Unit, subject to the rules and regulations established from time to time relating to same;
- (vii) Maintenance of any installations of wood materials in porch ceilings, including the care, staining, polyurethaning and replacement of same.

Notwithstanding the foregoing, the Condominium Trust from time to time may establish rules, regulations and procedures relating to the centralized management and performance of any of the Unit Owner maintenance responsibilities including irrigation services, trash removal, maintenance, repair and replacement of windows and exterior doors and garage doors, as well as the maintenance, repair or replacement of any pipe, chute, flue, duct, wire or conduit that lies outside the designated boundaries of a Unit. In such events, the Trustees may directly bill such Unit(s) for the maintenance so performed and such shall be deemed an assessment against such Unit(s) and enforceable as a Common Expense;

(c) Except as otherwise provided herein, the Condominium Trust shall perform the following:

- (i) Maintenance (other than general cleaning and snow removal), repair or replacement of patios, decks, porches,
- (ii) Maintenance, repair or replacement of outdoor amenities, including exterior lights (other than light bulbs), fences (serving a particular Unit or

Units as more particularly defined in Section 10.A(p) below) and general landscaping but for perimeter gardens and other plantings installed by Unit Owner (which such plantings shall be subject to the advanced approval by the Trustees);

- (iii) The maintenance, repair and replacement of the siding, roofs and structural components of all Units,
- (iv) The maintenance, repair and replacement of the driveway and walkways of a Unit (including snow removal), and
- (v) Painting of all exterior siding, doors, windows, garage doors, trim, porches, railings and other exterior features.

(d) Individual laterals from water and septic piping into a Unit's basement, up to the foundation wall of the Unit, shall be maintained, repaired and replaced by the Condominium Trust. The remaining portions of said water and septic piping shall be maintained, repaired and replaced by the Unit Owner;

(e) All other Limited Common Elements shall be maintained by the Condominium Trust;

(f) Each Unit Owner is responsible for maintenance, repair and replacement of his or her Unit. Each Unit Owner shall perform promptly all maintenance, repair and replacement work related to his or her Unit which, if omitted or delayed, would adversely affect the Condominium or any part thereof other than the Unit Owner's Unit. The Condominium Trust may, after notice and hearing to any Unit Owner, assess such Unit Owner for the cost of any such maintenance, repair or replacement work performed at the direction of the Condominium Trust after the Condominium Trust has made a reasonable determination that such Unit Owner has failed to comply with the requirements of the preceding sentence; and

(g) If a Common Expense is caused by the misconduct of a Unit Owner or his or her children, tenants or guests, the Condominium Trust may, after Notice and Hearing, assess that expense exclusively against his or her Unit. A Unit Owner's failure to maintain adequate heat, which results in pipes bursting or leaking, shall constitute negligence under this paragraph. Every Unit Owner must have an insurance policy (HO6) to cover the cost of such Common Expense.

D. General Provisions.

(a) General Condominium Services. The Condominium will be served by General Common Services consisting of, but not limited to, a private roadway, water system for potable water distribution, septic system, stormwater management system, Open Space Parcels, mailbox bank, early notification alarm system, and security system (if installed). The costs for maintaining each of these systems shall be allocated among Units in accordance with each Unit's Common Expense Percentage Interest, except for water usage,

which shall be individually metered for each Unit and billed to each Unit by the municipal water provider;

(b) Utility Services. Utility services that will be billed directly to the Unit Owner include potable water, propane gas, electricity, phone, cable and internet access, and trash pickup. Septic system charges will be billed as Common Area charges. The Condominium Trust may elect to contract for propane service for all Units in the Condominium;

(c) Determination of Common Expenses. As more fully set forth in the Declaration of Trust, the Board of Trustees shall prepare a budget on an annual basis to estimate all charges and expenses that will accrue with respect to the operation and maintenance of Common Elements, together with the contribution of the Condominium to the Forest Ridge Association. The budget shall provide for a reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, the Board of Trustees shall collect from each buyer at settlement a contribution fee equal to two (2) months of the then applicable monthly Common Area fee per Unit or such other amount as may be determined by the Trustees from time to time, (the "Closing Contribution Fee"). The Closing Contribution Fee shall be collected at each initial Unit closing. The Closing Contribution Fee shall be allocated as more fully set forth in the Declaration of Trust, and shall be used by the Trustees for such purposes deemed appropriate or desirable in accordance with the Declaration, including the payment of any budget shortfall or any shortfall within reserve or escrow accounts. The Closing Contribution Fee shall not be considered as an advance payment of regular assessments.

A Unit shall be assessed Common Expenses in accordance with Exhibit C-1, based upon the approximate relation that the area of the Unit bears to the aggregate area of all Units in accordance with M.G.L., Chapter 183A, Section 6(a)(i) (the "Common Expense Percentage Interest");

(d) Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner or other person shall have the right to bring any action for partition or division thereof, except (i) right of the Declarant to convert Common Elements to Units pursuant to one or more phasing amendments; or (ii) otherwise as may be specifically provided for herein or in the By-Laws;

(e) Easements to Use General Common Elements. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all General Common Elements, wherever located (including, without limitation, General Common Elements located within other Units), which serve such Unit Owner's Unit, provided each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of other Units for their permitted purposes. Such easements shall be subject to the rights of the Board of Trustees to adopt rules and regulations ("Rules and Regulations") governing the use of the Common Elements. The initial Rules and Regulations applicable to the Condominium are attached to the Declaration of Trust;

(f) Rights in Common Elements Subject to Master Deed, etc. Notwithstanding anything to the contrary contained herein, the rights of each Unit Owner with respect to the Common Elements are subject to (i) any rights, easements and limitations on use contained in portions of this Master Deed, the By-Laws or the Rules and Regulations as the same may be amended from time to time, and (ii) the rights, easements and other restrictions set forth in Exhibit A hereto;

(g) Rights of Access of Board. The Board of Trustees shall have, and is hereby granted, the right of access at all reasonable times and upon not less than one (1) day's prior notice (except in the event of an "emergency" (*i.e.*, a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium, including the personal property of other Unit Owners, or for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service to any portion of the Condominium)) to each Unit for purposes of operating, inspecting, protecting, maintaining, repairing and replacing any Common Elements, preserving and protecting other Units and the personal property of other Unit Owners, and correcting, terminating and removing acts or things that interfere with each Unit Owner's use and enjoyment of such Common Elements or are otherwise contrary to or in violation of the provisions of this Master Deed, the By-Laws, the Rules and Regulations or any requirements of applicable law;

(h) Encroachment. If any portion of the Common Elements encroaches upon any portion of a Unit, or if any portion of a Unit encroaches upon any portion of any other Unit or the Common Elements as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Condominium after damage by fire or other casualty, or (iii) any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same to the extent and for the duration of such encroachment;

(i) Additional Utility Easements; Revocable Licenses. The Declarant, for so long as it holds or controls title to any Unit, or the right to phase additional Units to the Condominium, and thereafter the Board of Trustees, shall have the right to grant such additional electric, gas, cable television, telecommunication, alarm/monitoring, internet, telephone, gas, and stormwater management systems, or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials, and installations and fixtures (including those based on, containing and serving future technological advances not now known), whether for utilities or otherwise, or to relocate any existing easements or licenses (wherever located), as the Declarant or the Board of Trustees, as the case may be, shall deem necessary or desirable, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and shall not result in the imposition of any mechanics' lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement or license, provided such right of access shall be exercised in such a manner so as not to unreasonably interfere with the use of the Units for their permitted purposes. The Declarant or the Board of Trustees, as the case may be, may grant revocable licenses in the Common

Elements to Unit Owners at no charge or may establish a reasonable charge therefor. Any such grant will not be construed as a sale or disposition of the General Common Elements;

(j) Security. The Board of Trustees may, but shall not be obligated to, maintain or support certain activities or devices within the Condominium designed to make the Condominium safer than it might otherwise be. Notwithstanding any reference herein to fire suppression control system or other system of a similar nature, neither the Declarant, the Board of Trustees, nor any successor Declarant shall be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of (i) failure to provide adequate security, or (ii) the effectiveness of security measures undertaken;

(k) Rights of Declarant. Until the last Unit is phased in and conveyed to a Unit Owner other than the Declarant, the Declarant reserves the exclusive right and easement to use the Common Elements, including but not limited to the Promotional Facilities, and any other Units owned by the Declarant or an affiliate of the Declarant as models, management offices, sales offices, leasing offices or customer service offices, or an onsite manager's apartment for any other purpose and to relocate the same from time to time. The Declarant further reserves the right to maintain anywhere within or on the Common Elements advertising signs to facilitate the sales or leasing of portions of the Condominium; and

(l) Obligations of Declarant. The Board of Trustees shall have all of the obligations of the Declarant under agreements with the Town of Concord, including the Special Permit, Conservation Restriction, and the Disposal System Construction Permit No. 15-54 (the "Board of Health Permit") with respect to the septic disposal system.

6. STORAGE:

All storage by Unit Owners shall be contained within Units or Limited Common Elements of the Condominium and shall be subject to the Rules and Regulations of the Condominium Trust. Nothing shall be left or stored on patios, on or beneath decks, in lawn areas and on walkways, except that Unit Owners may keep weather resistant furniture, gas grills and outdoor accessories on patios, and on or beneath decks so long as Unit Owners shall not allow such items to deteriorate or become unsightly.

7. DETERMINATION OF PERCENTAGE INTEREST IN COMMON ELEMENTS:

The percentage interest for each Unit in the Common Elements as set forth in Exhibit C is the approximate relation that the fair market value of such Unit bears to the aggregate fair value of all Units as of the date of this Master Deed. The Declarant reserves the right to alter and/or modify the percentage interest in all Units in the Condominium as additional Units are added in additional phases, provided that such percentage interests are modified in conformance with the Condominium Law, as amended, and each Unit Owner hereby assents to such changes as the Declarant shall make and as more fully set forth herein.

8. FLOOR PLANS AND SITE PLANS:

The verified floor plan of the buildings to be phased, showing the layout, location, numbers and dimensions of the Units and other such matters as are required by law, are recorded herewith or simultaneously with an amendment to this Master Deed which phases in to the Condominium the Unit in question. A Site Plan for this Condominium shall also be recorded herewith and updated from time to time in connection with phasing in of additional Units in the Condominium.

9. USE OF UNITS:

The purposes for which the Units are intended to be used are as follows:

The Units are intended only for residential purposes by the owner thereof or his permitted lessees and the members of their immediate families. The Declarant shall be specifically exempt from the use limitations hereof to the extent that the Declarant elects to use any of the Units during the construction and marketing of the Condominium for use as marketing, sales or administrative offices.

10. RESTRICTIONS ON THE USE OF UNITS:

A. Units: In addition to the Age-Restriction previously described and defined and Rules and Regulations established, governed and set forth in the Declaration of Trust, the restrictions on the use of the Units are as follows:

- (a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Declaration of Trust, the By-Laws set forth therein, the Rules and Regulations, and the provisions of the Special Permit and Board of Health Permit;
- (b) No commercial, industrial, recreational or professional activity shall be pursued in any Unit, at any time, with the sole exception for a home occupational office, consistent with the applicable provisions of the Town of Concord Zoning Bylaw. If zoning regulations change to expand the scope of activities that Unit Owners may pursue lawfully within a Unit, the Unit Owner may apply to the Board of Trustees for approval to commence the permitted use of his Unit. Each application shall be considered by the Board of Trustees on an individual basis. Once the Board of Trustees has given its approval to a particular use of a Unit, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose that occupations carried on in the Unit are permitted only if such use is incidental to the Unit's primary residential use; provided further that the Unit Owners who pursue such incidental occupational use of their Unit shall have no employees, customers or clients at the Unit and shall obtain prior approval as necessary under applicable laws;
- (c) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, provided, however, that the number of bedrooms in each Unit shall be limited in accordance with the permitting requirements of

the Town of Concord, the Building Code, the Special Permit and the Board of Health Permit, and provided further that such change of use and or designation is further subject to the provisions of Sections 9, 10 and 11 hereof. The number of bedrooms is expressly limited to a maximum of three (3) bedrooms in any one Unit, as more fully set out on Exhibit D. No Unit may be expanded so as to increase its square footage, except for the finishing of basement space. Furthermore, no open and/or screened porch shall be enclosed as part of the initial construction or an at any point in the future with glass or other exterior walls unless: a) the gross floor area of such enclosed porch is included in the determination of the total gross floor area at the Condominium and b) the Town of Concord Building Commissioner is satisfied that, following such inclusion the total gross floor area at the Condominium will not exceed 33,570 sq. ft.;

(d) Except on written approval of the Board of Trustees of the Condominium Trust, in order to preserve the architectural integrity of the buildings and the Units, without modification, and without limiting the generality thereof, no clotheslines shall be visible from another Unit, nothing shall be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside, except for window shades, blinds and customary window treatments) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awning, screen, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions of record. To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected within or attached to a Unit provided it is not greater than two (2) feet in diameter and prior approval of the Board of Trustees is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas may be erected. Qualified antennas must be erected within a Unit or in an area of a Unit that is not visible from the street frontage or front yard area, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable. Qualified antennas, once installed, must be maintained by the Unit Owner, and the Unit Owner shall bear all responsibility for any loss or damage resulting from installation and operation of the qualified antennas;

(e) No sign, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs, "for sale" or "for rent" signs and those of contractors and subcontractors, shall be erected on or in a Unit, without the prior written consent of the Board of Trustees. If permission is granted to any Unit Owner to erect a sign within the Unit, the Board of Trustees reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Unit Owner with a sign to be used for such purposes. No sign shall be nailed or otherwise attached to trees. Unit Owners may not erect any sign on any of the Common Elements;

(f) The limitations on use and restrictions set forth in Sections 9 and 10 shall be for the benefit of the Unit Owners and the Board of Trustees as the persons in charge of the Common Elements, shall be enforceable solely by said Board of Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Board of Trustees;

(g) Each Unit Owner shall maintain his Unit in a manner satisfactory to the Board of Trustees and in accordance with the Master Deed, Declaration of Trust and Rules and Regulation issued in connection therewith. Maintenance provisions hereof shall apply to those Limited Common Elements for which a Unit Owner may have exclusive use. In the event that a Unit is not so maintained, the Board of Trustees shall have the right to enter upon the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days prior written notice to cure any maintenance problems or deficiencies. In the event that the Board of Trustees exercises its right of entry for maintenance purposes, the Board of Trustees shall have the right to assess the particular Unit Owner for the cost of such maintenance. The Board of Trustees shall have the right to establish Rules and Regulations governing the maintenance of any Unit;

(h) No Unit shall be maintained at an ambient temperature of less than fifty degrees (50°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Unit or in the building in which the Unit is located. In addition every Unit shall be maintained at an ambient relative humidity between the range of 45° and 55°;

(i) In keeping with the operation of the Condominium, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any requirements of applicable law or Rules and Regulations. In connection therewith, no Unit Owner of an attached Unit shall maintain or use any electrical or mechanical exercise equipment or free weights within the confines of a Unit, except that Units may use such equipment within the basement area only. Notwithstanding the foregoing, each Unit Owner hereby agrees for itself, its successors and assigns, that no sale, sublease or use of all or any portion of any other Unit for the uses permitted herein (including without limitation, the uses specifically referenced in Section 9), shall, if undertaken in a customary or reasonable manner, constitute a nuisance or otherwise be deemed to adversely affect such Unit Owner's use and enjoyment of its Unit or the Common Elements;

(j) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit, shall be eliminated by and at the sole

expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Board of Trustees, except as may be otherwise provided for herein;

(k) No portion of any Unit, or the Condominium generally, shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in a Unit or in areas of the Condominium designated for this purpose by the Declarant (in connection with its construction) or by the Board of Trustees, provided that these materials are kept in sanitary containers in a clean and sanitary condition;

(l) No use of the Common Elements shall be made except for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units, including the sales, marketing and promotional services contemplated by Declarant;

(m) No Unit Owner shall alter or perform or permit to be performed any work to any portion of the Common Elements, including the Limited Common Elements, without the prior consent of the Board of Trustees except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Trustees prior to commencement of such work, in form satisfactory to the Board of Trustees:

i. releases of the Board of Trustees and the Condominium for all claims that such person may assert in connection with such work;

ii. indemnities of the Board of Trustees and the Condominium, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements;

iii. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Trustees; and

iv. all other information and protections which the Board of Trustees may reasonably require.

(n) Nothing herein shall give the Board of Trustees authority to regulate, control or determine external design, appearance, use or location of portions of the Condominium under development, or to be developed in accordance with the phasing rights set forth herein, or Units under construction, or to be constructed, marketed or sold by the Declarant if and when such design, appearance, use and location shall have received any required approvals by the appropriate departments or officials of the Town of Concord;

(o) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the storage area or other area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. Unit Owners may use gas grills that are positioned within Limited Common Element areas and no closer than five (5') feet from

exterior siding. No gas grills shall be used or stored on the balconies, and no gas grills shall be stored in any driveways or in the front of any Unit. Unit Owners are responsible for any damage caused by grills. Unit Owners who have grills shall maintain functioning fire extinguishers in close proximity to such grills. Charcoal grills are prohibited in all instances;

(p) Except as provided below, Unit Owners shall be prohibited from installing any landscape plantings or altering any of the landscaping within the General or Limited Common Elements surrounding each individual Unit without written approval from the Board. However, Unit Owners may keep planters on porches, patios and decks, provided that, at the end of each growing season, Unit Owners shall remove dead plant material from their planters. Landscaping shall otherwise be subject to Rules and Regulations adopted by the Board of Trustees. No Unit Owner shall erect or permit to be erected in any such areas any pool, tennis court or other outdoor game court, storage shed, swing set or other exterior building, mechanical equipment, addition or improvement, including without limitation a gazebo or spa, without the prior written consent of the Board of Trustees. Unit Owners may erect privacy fences, extending from the front setback of a Unit, provided that the fence design and location is approved in writing by the Board of Trustees. Unit Owners who desire to install landscape plantings or construct outdoor amenities, including a privacy fence, must submit a written request and plans to the Board of Trustees and receive written approval for construction. Such fencing shall allow for access by maintenance and landscaping staff in connection with common services performed by the Condominium. All outdoor amenities, including fences approved and constructed in such manner shall be considered a Limited Common Element appurtenant to the Unit, and shall be maintained in accordance with Section 5.C. above. The grading of any areas surrounding a Unit may not be changed by a Unit Owner in any manner;

(q) The Board of Trustees may further prohibit or restrict the use of the Common Elements from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons;

(r) Driveways, streets and parking areas on the Condominium shall be used by Unit Owners, occupants and guests for fully operable, inspected and registered four (4) wheel passenger vehicles, registered motorcycles and standard bicycles only. Driveways and garage spaces at each of the Units shall be defined as Limited Common Element for the Unit. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, snow plowing equipment of any kind, trucks (unless less than one (1) ton capacity) or vehicles with commercial lettering (unless commercial lettering is fully covered by a magnetic strip) shall be permitted to be parked on the Premises, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work or if entirely enclosed in a Unit Owner's garage. Motor vehicles including, but not limited to, mini-bikes, snowmobiles and off-road motorcycles, may not be driven on the Premises by any Unit Owner, occupant or guest. No parking shall be allowed on any of the General Common Elements or Limited Common Elements of the Condominium, including roadways, except in those areas specifically identified for parking. Parking may be allowed

by the Condominium on the roadways but only on the non-sidewalk portion of the roadway as set forth in the Special Permit;

(s) No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole;

(t) The ability to keep a pet is a privilege, not a right. Any pet which exhibits aggressive behavior (which shall be determined in the sole discretion of the Board of Trustees), which causes or creates an unreasonable disturbance or noise, or whose owner repeatedly fails or refuses to comply with these restrictions, will be permanently removed from the Condominium within ten (10) days of the date of written notice from the Board of Trustees following notice and a hearing. In no event shall any dog whose breed is noted for its viciousness or ill temper, in particular the American Staffordshire Terrier, known as "Pit Bull Terrier", or any cross-breed thereof, be permitted in the Condominium. A Unit Owner will have the burden of proving, at his or her own expense, that his or her dog is not an American Staffordshire Terrier, or a "Pit Bull Terrier", or any cross-breed thereof, if it is suspected to be such by the Condominium Trust. Unless otherwise prohibited above, Unit Owners may keep in their Units, without the approval of the Board of Trustees, up to two (2) dogs, and no more than two (2) cats, or other common household pet, provided that the number of such pets are not kept, bred, or maintained for any commercial purposes, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Premises. Unit Owners shall not keep any other type of animal, livestock, reptile or poultry of any kind, and any animal that is venomous, or has a poisonous defense or capture mechanism, or, if let loose, would constitute vermin, is prohibited. All animals shall be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. The Board of Trustees may restrict the walking of pets to certain areas. Unit Owners who walk their pets on Common Elements must clean up after their pets. If, in the opinion of the Board of Trustees, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Unit Owner, upon written notice, may be required to remove the pet from the Condominium. Pets may not be left unattended or leashed in yards or garages or on porches or decks. Pursuant to Rules and Regulations, the Board may further regulate pets, including but not limited to number and type of pets. No dog houses shall be permitted; and

(u) Rental/Leasing:

i. Subject to the Age Restriction, and the Affordability Restriction, if applicable, a Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

Any lease, or occupancy agreement, shall:

(1) be in writing and apply to the entire Unit, and not merely a portion thereof;

- (2) be for a term of not less than twelve (12) months;
- (3) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust, and the By-Laws and Rules and Regulations thereof, as the same may have been amended most recently prior to the execution of the lease, or occupancy agreement;
- (4) expressly require that the tenant maintain adequate levels of rental insurance to properly insure personal property; and
- (5) contain the following notice, in capital letters, double-spaced: "THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE CONDOMINIUM ARE (EXCEPT AS AFORESAID) THE OWNER OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST, THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE BOARD OF TRUSTEES (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT)."; and

ii. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust, the By-Laws and the Rules and Regulations, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the Board of Trustees shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Board of Trustees and Unit Owners (other than the Owner of the affected unit) have or may in the future have, against both

the Owner of the affected Unit and the tenant, all rights and remedies of the Board of Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

- (1) The Board of Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of Board of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law;
- (2) In addition, the Board of Trustees shall include in the written notice of default provided to the Unit Owner an additional notice of the dispute resolution procedures applicable to the Condominium as set forth in detail below;
- (3) The Board of Trustees shall be entitled to levy a fine, or fines, against the Unit Owner or tenant, or give a notice or notices to quit followed by a summary process action or actions, and the Board of Trustees shall be entitled to elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default;
- (4) All of the expenses of the Board of Trustees in giving notice and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common expenses owed by the Unit or Unit Owner;
- (5) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this Section, and shall, at his own expense, and upon his own initiative furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section;
- (6) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Board of Trustees in each instance. Such approval shall not limit any rights or remedies of the Board of Trustees or Unit Owners of the event of a subsequent default;

- (7) A true copy of the lease or occupancy agreement shall be delivered promptly to the Board of Trustees forthwith after its execution;
- (8) The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement;
- (9) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Board of Trustees, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement; and
- (10) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this Section.

iii. Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his or her mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

B. Light, Air and View. No Unit Owner shall have an easement for light, air or view over the Unit of another Unit Owner and no diminution of light, air or view by any building or improvement now existing or hereafter erected shall entitle the Unit Owner or any other person to claim any easement for light, air or view within the Condominium.

C. Noise Disclaimer. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that sound transmission may be difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit. The Declarant does not make, and specifically disclaims, any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Condominium. By acceptance of a deed, each Unit Owner will be deemed to have expressly released Declarant from any loss, claim, liability or damage now or hereafter arising from or related to noise in an adjoining Unit.

D. Benefit of Restrictions; Enforcement. The foregoing restrictions on the permitted uses of said Units shall be for the benefit of all Unit Owners and shall be enforceable solely by the Board of Trustees. Said restrictions are intended to be perpetual, and to that end, may be extended by the Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except such as occur during such Unit Owner's time of ownership.

E. Declarant Exemption. The provisions of this Section are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Condominium to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing

such work as may be necessary in the completion of the work in the Condominium. The restrictions of this Section shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction, sale and marketing of the Condominium.

F. Construction Inconveniences. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that during a period of construction within the Condominium, if the construction of the Unit is completed prior to the completion of the construction of other Units in the Condominium, there may be certain inconveniences to the Unit Owner until all construction within the Condominium is complete. Inconveniences may include noise, dust, odors and debris associated with construction, interference with access and temporary interruptions of utility services. In acceptance of a deed to his or her Unit, each Unit Owner acknowledges and agrees that the Declarant shall have no liability or responsibility for any such inconvenience, and, in particular, no obligations to power wash or otherwise clean the exterior of any Unit or Common Element.

11. ALTERATIONS AND COMBINATION OF UNITS:

Unit Owners shall have the right within their respective Units to make non-structural alterations, additions, improvements and other repairs, provided that any modification, removal, installation of non-bearing walls or other improvements shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Board of Trustees, and provided further that any alterations, additions, improvements and repairs having any effect on a Unit's structure or mechanical, electrical or plumbing systems (including, without limitation, life safety systems) must be approved in advance by the Board of Trustees. The number of bedrooms in each Unit shall be limited to the number originally designed for said Unit in accordance with its original Certificate of Occupancy, the permitting requirements of the Town of Concord, the Building Code, the Special Permit, and the Board of Health Permit.

No Unit may be subdivided hereunder.

Any Unit Owner(s) undertaking construction in its Unit or in connection with Limited Common Elements appurtenant to its Unit, whether in connection with the exercise of its rights under this Section 11 or otherwise, shall maintain such additional insurance in full force and effect throughout the construction period, as may be required by the Board of Trustees. Said Unit Owner(s) further agree that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner(s), in a good and workmanlike manner and in accordance with all requirements of applicable law and the Rules and Regulations, and shall be compatible in quality with the original construction materials incorporated into the Condominium, (ii) no construction, reconstruction, or renovation shall be undertaken that will affect or endanger the structure of a Unit or the mechanical, electrical or plumbing systems of the Condominium, (iii) all construction activities shall conform to the Rules and Regulations concerning use of dumpsters and work hours, (iv) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit or the Common Elements; and (v) it will enter into a written agreement with the Condominium Trust containing terms and conditions established by the Board of Trustees governing such construction, including, without limitation,

the right to require such Unit Owner to obtain lien payment and performance bonds. Any Unit Owner performing such work shall be responsible for any damage to other Units or any Common Elements caused by or attributable to such work.

Nothing in this Section, however, shall preclude or otherwise prohibit the Declarant from constructing, altering or otherwise modifying Units, buildings in which the Units are located, or other improvements, as the Declarant deems necessary in its sole discretion in order to complete construction of the Condominium in accordance with the Special Permit, the Site Plan, the Board of Health Permit, and such other plans and specifications developed by the Declarant.

12. AMENDMENTS:

A. Phasing Amendments:

(a) Declarant reserves for itself, its successors and assigns, the right and power, without any further consent of any person, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases (or sub-phases) to the Condominium by recording amendments, submitting additional components of the adjoining land to the description of the Premises, converting General Common Elements to Units, and submitting additional Units to the provisions of the Condominium Law, and of amending the number, order, and/or mix of phases and Units, or for any other purpose consistent with the reserved powers of the Declarant;

(b) Each such amendment shall be effected by recording with the Middlesex South Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, their successors and/or assigns, together with a revised Exhibit C-1, C-2 and C-3, as applicable (showing any new Units submitted to the provisions of the Condominium Law, or changes to the information set forth in Exhibit C-1, C-2 and/or C-3 attached hereto) and a revised Site Plan showing any new buildings and Floor Plans for the new Units being added to the Condominium, which Floor Plans shall comply with the Condominium Law;

(c) Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, and any mortgagee, by recording a mortgage on a Unit, shall thereby have consented to the provisions hereof, including without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section and to alter the common area percentages established for Units, without the requirement or necessity of securing any further consent or execution of any further document from the Owner or mortgagee of such Unit. Any such amendment shall be conducted in accordance with the applicable requirements of the Condominium Law, and such amendment when so executed by Declarant and recorded with the Middlesex South Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such 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. For the purposes of implementing the provisions of this Section, each Unit Owner, by acceptance of a Deed to a Unit in the Condominium, and each mortgagee, by recording a mortgage on a Unit in the

Condominium, constitutes and appoints the Declarant, its successors and assigns, attorney-in-fact for each such Unit Owner and such mortgagee, which power is coupled with an interest, shall be irrevocable, shall run with the land, and shall be binding upon such Unit Owner's heirs, executors, successors and assigns;

(d) Any right or power reserved to the Declarant in this Section or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power; and

(e) Notwithstanding the foregoing, the right to amend this Master Deed to add phases shall expire ten (10) years from the date of the recording of this Master Deed (the "Phasing Deadline"). In the event at the Phasing Deadline, as the same may be amended, modified, extended or revived pursuant to the terms of the Master Deed and M.G.L. c.183A, Section 5, less than 16 Units have been phased in accordance with the Phasing Schedule, the percentage interest in the Common Elements for each Unit shall be recalculated in accordance with Exhibit C-3.

B. Other Amendments:

This Master Deed may be amended by an instrument in writing:

(a) Signed by Unit Owners, who, collectively, shall constitute at least seventy-five (75%) percent of the beneficial interest in the Common Elements;

(b) Signed and acknowledged by a majority of the Board of Trustees hereinafter referred to; and

(c) Duly recorded with the Middlesex South Registry of Deeds, PROVIDED HOWEVER, that

i. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof;

ii. No instrument of amendment that alters the dimensions of any Unit or adversely affects a Unit Owner's exclusive right to use and enjoy any Limited Common Elements as provided herein shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been signed by the Unit Owner(s) whose Unit(s) or right(s) is so affected;

iii. Other than as provided herein and in the Condominium Law with respect to the phasing of Condominium improvements and Phasing Amendments, no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an amendment to the Master Deed;

iv. No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been assented to by such holder;

v. Nothing in this Section 12 shall be deemed to impair the right of the Declarant at any time and from time to time, until Declarant no longer holds or controls title to any Unit to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any Mortgagee thereof), the Board of Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purposes of: (i) making minor, clerical or factual corrections to the provisions of this Master Deed or to any Plans; (ii) complying with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies to make, purchase, sell, insure or guarantee institutional mortgages covering Unit ownership; (iii) exercising its rights pursuant to Section 4 of this Master Deed; or (iv) bringing this Master Deed into compliance with the Condominium Law, to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Elements;

vi. No instrument of Amendment which alters the use to which any Unit may be put shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

vii. With the exception of Phasing Amendments, or amendments, modifications, extensions or revival of the Phasing Deadline, which shall proceed in the manner specified by M.G.L. c.183A, Section 5, no instrument of amendment which alters the voting rights of any Unit Owner shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

viii. No instrument of amendment which affects the Declarant's rights under this Section, Section 4 or Section 5 shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns;

ix. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Condominium Law, the Town of Concord, the Building Code, the

Special Permit, the Board of Health Permit, and other such permits and approvals, as amended, shall be of any force or effect; and

x. No instrument of amendment which alters this Master Deed in any manner during the period of time in which the Declarant continues to own any of the Units in the Condominium shall be effective, regardless of the percentage vote taken in accordance with Section 12.B.(a) above, without the affirmative vote and consent of the Declarant.

C. Special Amendments;

(a) Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record one or more special amendments (a "**Special Amendment**") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or the Trust:

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

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

iii. To bring this Master Deed or the Trust into compliance with the Act;

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

v. To make any other minor modifications, additions or deletions to this Master Deed provided that such shall not materially or adversely impair the rights of Unit Owners or mortgagees hereunder.

vi. To modify the terms of this Master Deed as necessary to make it consistent with any existing, amended or subsequent Special Permit, applicable law, ordinance, regulation or other municipal, state or federal permit received in connection with the development of this Condominium, including but not limited to any changes necessary or advisable relating to the Age-Restrictions and/or Affordability Restrictions which may affect a Unit Owner's Percentage Interest in the Common Areas or Common Expenses Percentage Interest or eliminate the concept of the Common Expenses Percentage Interest in the event of the entire elimination of the Affordability Restrictions.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special

Amendment on behalf of each Unit Owner. By each Unit Owner's acceptance of a Unit deed, each Unit Owner and those taking title from or through such Unit Owner, including, without limitation, any mortgagees, shall be deemed to have consented to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant, to the Trustees of the Trust at the time of the first annual meeting of the Unit Owners to occur after the Transitional Meeting (as defined in the Declaration of Trust).

13. CONDOMINIUM TRUST:

A trust through which the Unit Owners will manage and regulate the Condominium is being established concurrently herewith pursuant to the Act as the organization of unit owners for the Condominium (the "Unit Owners" and, individually, a "Unit Owner"). The name of the trust is the "Black Birch II Condominium Trust" (the "Trust"). The Trust contains the By-Laws of the organization of Unit Owners (the "By-Laws"). The name of the initial Trustee is: Black Birch II Development Partners, LLC, with an address of 83 Great Road, Suite 1B, Acton, MA 01720.

14. UNITS SUBJECT TO MASTER DEED, BY-LAWS, UNIT DEED, RULES AND REGULATIONS:

All present and future Owners, tenants, visitors, servants, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, the Rules and Regulations, as they may be amended from time to time, (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof, and (ii) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

15. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS:

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Board of Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein, including, but not limited to the annual maintenance and inspection requirements for the backflow preventers used in connection with the fire sprinkler system.

16. INVALIDITY:

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

17. WAIVER:

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

18. CAPTIONS:

The captions herein are only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed or the intent of any provisions hereof.

19. CONFLICTS:

This Master Deed is set forth to comply with the requirements of the Condominium Law. In case any of the provisions stated above conflict with the provisions of said statute, the provision of said statute shall control.

20. PROVISIONS FOR THE PROTECTION OF MORTGAGEES: FHLMC, FNMA PROVISIONS:

Notwithstanding anything in this Master Deed or in the Declaration of Trust and By-Laws to the contrary, and in any event subject to any greater requirements imposed by the Condominium Law, the following provisions shall apply for the protection of the 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 or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (a) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage;
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (c) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) and (b).

B. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust.

C. Any First Mortgagee who obtains title to any Unit by foreclosure pursuant to any other remedies provided in its mortgage or by law shall not be liable for more than six (6) months of such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

D. Except as provided herein and in accordance with the Condominium Law, all liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of registration of any first mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Board of Trustees in connection with unpaid assessments shall be subordinate to a prior recorded first mortgage.

E. The Unit Owners and the Board of Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to Units comprising at least fifty-one (51%) percent of the undivided interests in the Common Elements have given their prior written consent thereto:

(a) by any act or omission, seek to abandon or terminate the Condominium, whether in the event of substantial destruction of the Condominium by fire or other casualty, in the case of taking by condemnation or eminent domain, or for other reasons;

(b) change the pro-rata interest or obligations of any individual Unit for the purpose of:
(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit;

(d) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements provided that the granting of easements for public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagee shall be required pursuant to this clause; or

(e) use hazard insurance proceeds on account of losses to either the Units or the Common Elements other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Declaration of Trust, which contains provisions dealing with substantial losses in conformity with the requirements of the Condominium Law.

F. Consistent with the provisions of the Condominium 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.

G. Condominium fees, dues and charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

H. In no event shall any provisions of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of such Unit and/or the Common Elements.

I. A First Mortgagee, upon written request made to the Board of Trustees, shall be entitled to:

- (a) written notification from the Board of Trustees of any default of 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 Declaration of Trust which is not cured within sixty (60) days;
- (b) written notification of a lapse, cancellation or material modification of any insurance policy maintained by the Condominium Trust;
- (c) inspect all books and records of the Condominium Trust at all reasonable times;
- (d) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (e) receive written notice of all meetings of the Board of Trustees, and be permitted to designate a representative to attend all such meetings;
- (f) receive prompt written notification from the Board of Trustees of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit upon which the First Mortgagee holds a first mortgage; and
- (g) receive written notice of any proposed action that requires the consent of a specified percentage of First Mortgagees in accordance with this Master Deed, the provisions of the Declaration of Trust or the Condominium Law.

J. No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of one (1) year, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Any first mortgage holder that does not deliver or post to the Board of Trustees a negative response within sixty (60) days of written request by the Board of Trustees for approval of any non-material addition or amendment pursuant to this Section, which notice shall be sent by certified or registered mail, return receipt requested, shall be deemed to have consented to the

addition or change set forth in such request. An affidavit by the Board of Trustees making reference to this Section, when recorded at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Condominium Law.

The Declarant intends that the provisions of this Section 20 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan 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 Section 20 may not be amended or rescinded without the written consent of First Mortgagees for Units comprising at least fifty-one (51%) percent of the undivided interests in the Common Elements, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South Registry of Deeds in accordance with the requirements of Section 12 hereof.

21. DECLARANT'S RESERVED RIGHTS:

Notwithstanding anything to the contrary contained in this Master Deed, the Declarant shall have reserved herein the following rights, without the consent of any Unit Owners or Unit Mortgagees:

A. The right to record an amendment of the Master Deed to effectuate the rights reserved to the Declarant under this Section 21 of this Master Deed:

(a) In furtherance of the foregoing, the Declarant shall have the right, without the consent of any Unit Owner or Unit Mortgagee, to execute and to record any amendment of this Master Deed effectuating the reserved rights permitted hereby, including but not limited to phasing rights, and, if necessary or otherwise desirable, to execute and record an Amended Master Deed of the Condominium comprising and consolidating the amendments by which such reserved rights are effectuated, and any other amendments hereto which have been duly made and recorded, which Amended Master Deed shall thereupon supersede this Master Deed and all such amendments and said Master Deed shall thereupon be and constitute the Master Deed of the Condominium as so completed;

(b) It is expressly understood and agreed that no such amendments 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. Any such amendment, when executed by the Declarant and recorded with the Middlesex South Registry of Deeds shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such 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;

(c) In the event that notwithstanding the provisions of this Section to the contrary, it shall ever be determined that the signature of any Unit Owner is required on such amendment to this Master Deed or any Amended Master Deed recorded under the provisions of this Section 21, then the Declarant and his successors in title (including, without limitation, mortgagees in possession and purchasers at foreclosure or by deed in lieu of foreclosure) shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment or Amended Master Deed by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium; and

(d) All of the Declarant's rights and interests under and pursuant to this Section 21 of this Master Deed shall inure to the benefit of the Declarant and their successors, assignees or nominees including without limitation any holder of a mortgage on the Declarant's interest in the Condominium, or any subsequent title holder claiming by, through or under any such mortgage through foreclosure, or deed in lieu thereof or otherwise.

B. Declarant's Rights to Amend Master Deed. Until the last of the Units are conveyed of record by the Declarant, including but not limited to Units that are added or to be added to the Condominium in connection with phasing rights referenced herein, Declarant hereby also expressly reserves the right, without the consent of any Unit Owner or Mortgagee other than as already granted as set forth below, to amend this Master Deed, the Declaration of Trust and the Rules and Regulations, the plans and any other documents recorded with the Registry of Deeds in connection with the Condominium with such changes as are necessary or desirable to (i) correct technical or typographical errors herein; (ii) comply with the requirements of FNMA (hereinafter defined), FHLMC (hereinafter defined) or any other public, quasi-public or private entity which performs functions reasonably similar to those currently performed by such entities; (iii) comply with the Condominium Law; (iv) comply with the requirements of the Land Court Department of the Trial Court; and (v) enable Declarant to exercise any of the rights and easements reserved to Declarant in Section 12 or any other provision of this Master Deed.

In furtherance of the foregoing, each Unit Owner and Mortgagee hereby irrevocably appoints the Declarant and its successors and assigns as its attorney-in-fact with full power coupled with any interest which cannot be revoked, to execute, acknowledge and record all instruments necessary to accomplish the foregoing, all as more particularly set forth in Section 21 hereof.

C. Declarant's Additional Rights.

(a) Declarant's Reservation of Rights: In addition to all other rights of Declarant hereunder, and pursuant to Declarant's right to amend this Master Deed as otherwise set forth in Section 12 hereof, until the last of the Units are conveyed of record by the

Declarant, including but not limited to Units that are added or to be added to the Condominium in connection with phasing rights reserved herein, and all construction work is completed, including warranty repair work on Units or Common Elements, Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, (i) the right and easement to use, occupy, and alter the Premises for all purposes necessary or desirable in order to construct, market and sell the Units, and the Common Elements therefor; (ii) the right to grant easements across the Premises for the installation of utilities serving the Condominium and/or Units therein; (iii) the right to grant temporary easements to others to use the roadways and paths for vehicular and pedestrian traffic for all purposes necessary or desirable in order to construct the Condominium, and the Units therein, and the Common Elements therefor; and (iv) notwithstanding the restrictions set forth in Section 10 and 11, the right to amend the number of bedrooms allocated to each Unit, provided the same is consistent with the Special Permit, and the Board of Health Permit, and provided that no Unit exceeds a maximum of three (3) bedrooms..

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, the following rights to be in full force and effect until the last of the Units are conveyed of record by the Declarant, including but not limited to Units that are added or to be added to the Condominium, and all construction work is completed, including warranty repair work on Units or Common Elements: the right of access, ingress, and egress over and upon the Premises and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for sales and marketing purposes (which right shall include operation of the Promotional Facilities and the right to place a trailer or other temporary structure on the Premises for such marketing purposes) and for the work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by Declarant; the right to use General Common Elements or any Units owned by the Declarant as Promotional Facilities, as offices or for any other use the Declarant deems necessary or desirable in connection with the marketing, sale and leasing of Units; the right to use parking spaces in connection with the Promotional Facilities; the right to post signs, displays and fixtures in the Common Elements and on the Premises to promote sales of Units and to conduct general sales activities; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Units and the Common Elements and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air and all septic and drainage pipes, to serve any or all of the Units and the Common Elements; to pass and repass by foot and vehicle over all driveways, roadways, accessways and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways and walkways are commonly used, including the transportation of construction materials, equipment and personnel for the purposes of construction; to construct buildings and improvements on the Premises as shown on the plans filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including, without limitation, the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those

portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit; to restrict the use by Unit Owners of Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by utility lines, pipes, wires, cables, conduits, and sewage and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Units or Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas and parking spaces that have not been assigned to any specific Unit; to make nonmaterial modifications to the locations and specifications of the General Common Elements and Limited Common Elements of the Condominium as a result of construction site constraints, so-called field changes, zoning restrictions, the availability of fixtures and equipment, and such other constraints, which modifications may affect the overall layout and design of the Condominium; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Units and the Common Elements in connection therewith.

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

(b) Consent to Declarant's Right to Amend Master Deed and Declarant's Reservation of Rights. Each Unit Owner hereby consents, and by the acceptance and recording of the deed to its Unit shall thereby again consent, for itself, its heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to Declarant's right to amend this Master Deed as set forth in Section 12 hereof including, without limitation, the right to amend this Master Deed to grant or exercise any right or easement described in this Master Deed including, without limitation, Declarant's rights as set forth in Section 21 hereof.

In the event that notwithstanding the provisions of this Section to the contrary, it shall ever be determined that the signature of any Unit Owner, other than Declarant, is required on any amendment to this Master Deed, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each Unit Owner; and each Unit Owner hereby constitutes and appoints, and by the acceptance and recording of the deed to its Unit shall thereby again constitute and appoint, the Declarant as its attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the

Condominium, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

(c) Prohibited Actions. Despite any assumption of control of the Board of Trustees by Unit Owners other than the Declarant, until the Declarant has phased and/or sold every Unit in the Condominium, the Board of Trustees is prohibited from taking any action which would discriminate against the Declarant, or which would be detrimental to the phasing, construction, sale or leasing of Units, in the Declarant's sole discretion. The Board of Trustees will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to the assumption of control of the Board of Trustees by Unit Owners other than the Declarant until the Declarant conveys the last Unit owned by it in the ordinary course of business.

22. TERMINATION OF CONDOMINIUM:

The Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the By-Laws) until such time as its withdrawal from the provisions of the Condominium Law is authorized by a vote of Unit Owners, who, collectively, shall constitute at least seventy-five (75%) percent of the total beneficial interest in the Common Elements. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Board of Trustees, First Mortgagees with respect to Units comprising at least fifty-one (51%) percent of the undivided interests in the Common Elements, if any, and without the written consent of the Declarant (until such time as the Declarant no longer holds or controls title to any Unit). In the event said withdrawal is authorized as aforesaid, the Condominium shall be subject to an action for partition by any Unit Owner as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements; provided, however, that no payments shall be made to a Unit Owner until all liens on its Unit have been satisfied in full in the order of priority of such liens.

23. COMPLIANCE AND DEFAULT:

A. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Master Deed, the Declaration of Trust and the Rules and Regulations, the same as they may be amended from time to time.

B. The Board of Trustees shall have the power to adopt, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Master Deed, including, but not limited to, such enforcement procedures and penalties for violations as the Board of Trustees shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board of Trustees in accordance with the By-Laws. A copy of such Rules and Regulations and copies of any amendments thereto shall be delivered or mailed to each Unit Owner or occupant of a Unit

promptly after the adoption thereof and shall become binding upon all Lot Owners, their successors in title and assigns, and occupants.

C. Failure of any Unit Owner, other than the Declarant, to comply with any provisions of this Master Deed, Declaration of Trust, the By-Laws or any Rules and Regulations shall entitle the Board of Trustees to the remedies provided herein, and also to the following relief, none of which remedies shall be exclusive of any other remedies:

- (a) To sue for the recovery of damages or for injunctive relief, or both; and
- (b) The prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no attorneys' fees may be recovered against the Board of Trustees in any such action unless the court shall first expressly find that the Board of Trustees acted in bad faith.

D. The failure of the Declarant, Board of Trustees, or any Unit Owner to enforce any covenant, restriction or other provision of this Master Deed, Declaration of Trust, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

23. 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:

- (a) 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;
- (b) 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
- (c) 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:

- (a) any suit by the Board of Trustees to collect assessments or other amounts due from any Unit Owner;
- (b) 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;
- (c) any suit which does not include Declarant 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;
- (d) any suit in which any indispensable party is not a Bound Party; and
- (e) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required below, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Section.

24. 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:

- (a) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim; and
- (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and
- (c) the Claimant's proposed resolution or remedy; and
- (d) 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.

25. MUNICIPAL REQUIREMENTS:

In accordance with the Special Permit, the following restrictions, requirements and provisions shall apply to this Condominium and in the event of any conflict between the provisions of this Section 25 and the remaining portions of this Master Deed and the Trust, the provisions of this Section 25 shall control. Furthermore, if the Special Permit is at any time amended in the future to modify these requirements, this Master Deed shall ipso facto be amended without further documentation to modify the requirements set forth herein as specified in the amended Special Permit.

A. The maximum number of bedrooms permitted in each Unit of the Condominiums set forth on Exhibit D, attached hereto.

B. The roadway within the Condominium shall remain a private way now and in the future with no obligation placed upon the Town in terms of maintenance, repairs, plowing or acceptance as a public way.

C. There shall be no parking on one side of the roadway and such roadway shall be kept clear in the winter to ensure that there is adequate access at all times for emergency vehicles.

D. Responsibilities and maintenance of the stormwater drainage shall be in the Trustees as further specified in the Long Term Operations and Maintenance Plan (LTOMP) attached hereto as Exhibit E.

E. Restrictions regarding occupants and guests under the age of 18 years old are set forth in Section 4C of this Master Deed.

F. Restrictions regarding at least one household member being 55 years of age or older are set forth in Section 4C of this Master Deed.

G. The maximum gross floor area of the development is set forth in Section 10 A.(c) of this Master Deed.

H. Restrictions regarding open and screened porches is set forth in Section 10 A.(c) of this Master Deed.

I. Restrictions regarding permissible fencing within the project are set forth in Sections 5B.(c) and 10A.(p) of this Master Deed.

J. All Open Space Parcels shall be maintained by the Trustees of the Trust in accordance with this Master Deed, the Trust, the Special Permit and all other applicable permits and approvals issued in connection with this Condominium and the Town shall have no obligations or responsibilities regarding same.

IN WITNESS WHEREOF, the undersigned on behalf of Black Birch II Development Partners LLC has hereunto set their hand and seal as of September 25, 2018.

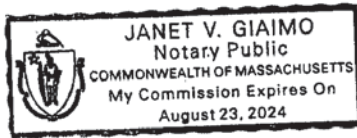
BLACK BIRCH II DEVELOPMENT PARTNERS
LLC


By: John C. McBride, Manager

Middlesex, ss. COMMONWEALTH OF MASSACHUSETTS

On this 25th day of September, 2018, before me, the undersigned notary public, personally appeared John C. McBride, as Manager of Black Birch II Development Partners LLC, personally known to me and acknowledged to me that he signed the foregoing document voluntarily on behalf of Black Birch II Development Partners LLC, for its stated purpose as his free act and deed.


Notary Public
My Commission Expires: August 23, 2024



**EXHIBIT A
BLACK BIRCH II CONDOMINIUM
PROPERTY DESCRIPTION**

The land in Concord, Middlesex County, Massachusetts located off Forest Ridge Road and shown as Lot 4A containing 5.79 acres +/- and Parcel A containing 5.40 acres +/- on the plan entitled "Plan of Land in Concord, Massachusetts, Owned By: Todd A. Pulis, Trustee of Thoreau Realty Trust" dated March 8, 2017, by Perley Engineering LLC, and recorded with the Middlesex South Registry of Deeds as plan 645 Of 2017, to which plan reference may be had for more particular description.

For Grantor's title, see the deed recorded at the Middlesex South Registry of Deeds at Book 69609, Page 117.

**EXHIBIT B
BLACK BIRCH II CONDOMINIUM
UNIT CONSTRUCTION TYPE**

ATTACHED AND DETACHED UNITS

The Units will consist of one and two story Attached and Detached Units. Construction shall be wood framing with a roof truss system on a poured concrete foundation with OSB (oriented strand board) sheathing, cementitious exterior siding and asphalt roof shingles. Each Unit will be equipped with separate entrances, two car garage and driveway. All Units will be serviced by propane gas for heat, hot water, and cooking (and possibly for laundry/dryer appliances). Telephone, fiber-optic and cable television service, early notification warning fire alarm systems, and security alarm systems will be wired for each Unit. Each Unit Owner will establish their own account with the telephone and cable provider.

Each Unit will be air conditioned, and the air conditioning system for each Unit will be integrated with the heating system (an HVAC system). The HVAC systems are Unit specific and will be located in specifically designated areas of the Unit. Air Conditioning compressors shall be located next to each Unit's exterior at the side or rear, at the discretion of the Declarant.

All Units will be serviced by public water and private community septic system. Public water shall be metered to each Unit individually.

During the construction of the Condominium project, and specifically during the period of Declarant's retained rights to phase Units, certain of the Buildings may be improved with Common Element improvements containing Promotional Facilities in addition to or in place of the Unit specifications defined herein.

**EXHIBIT C-1
BLACK BIRCH II CONDOMINIUM**

UNIT PERCENTAGE INTEREST DESIGNATIONS

THE FOLLOWING PERCENTAGE INTEREST IN THE COMMON AREAS DESIGNATIONS AND COMMON EXPENSES PERCENTAGE INTEREST ARE BASED UPON A FULL BUILDOUT OVER ALL PHASES AND ALL UNIT TYPES, BASED UPON THE UNIT PROJECTIONS STATED IN THIS MASTER DEED. THE DECLARANT HAS THE RIGHT TO CHANGE UNIT STYLES PURSUANT TO THIS MASTER DEED IN WHICH CASE, THESE PROJECTIONS MAY VARY. A LIST OF UNITS CURRENTLY PHASED INTO THE CONDOMINIUM IS ATTACHED AS EXHIBIT C-2. IN THE EVENT THAT ALL PHASES AND UNITS WITHIN EACH PHASE ARE NOT COMPLETED BY THE PHASING DEADLINE, AS THE SAME MAY BE EXTENDED AND/OR REVIVED OR IN THE EVENT OF A CHANGE TO THE UNIT STYLE OF ANY UNIT PRIOR TO FULL BUILD OUT, THE UNITS SHALL BE REASSIGNED A UNIT PERCENTAGE INTEREST BASED UPON THE FINAL UNIT COUNT AT THAT TIME, PURSUANT TO THE PROVISIONS OF EXHIBIT C-3, WHICH SHALL BE STATED IN AN AMENDMENT TO THIS MASTER DEED AND EXECUTED BY THE DECLARANT HEREUNDER. NO UNIT OWNER CONSENT SHALL BE REQUIRED FOR SUCH AN AMENDMENT, REGARDLESS OF WHEN EXECUTED OR RECORDED.

Unit No.	Unit Style	Estimated Percentage Interest IN COMMON AREAS at Full Build Out
2	MRD	7.238%
3	MRD	7.238%
4	MRD	7.238%
6	MRD	7.238%
8	MRD	7.238%
9	MRD	7.238%
10	AFFA	1.146%
11	MRD	7.238%
12	MRA	6.634%
14	MRD	7.238%
15	MRA	6.634%
17	MRA	6.634%
18	AFFA	6.634%
19	MRA	6.634%
20	AFFA	1.146%
21	MRA	6.634%
	Total:	100.000%

**EXHIBIT C-2
BLACK BIRCH II CONDOMINIUM**

PHASE 1:

The Units in Phase 1 are **UNIT 15 and UNIT 17** and are shown on (1) the site plan entitled "Condominium Plan; Location: Forest Ridge Road; Town: Concord; Prepared for: Abode Builders Of New England" Scale 1" = 50' Dated September 25, 2018 and prepared by Places Associates, Inc., which such plan is recorded in the Middlesex South District Registry of Deeds herewith and (2) the floor plans entitled "Black Birch II Condominium, Black Birch II, Concord, MA Condominium Documents; September 17, 2018; CD-1; Unit 15 and the plans entitled "Black Birch II Condominium, Black Birch II, Concord, MA Condominium Documents; September 17, 2018; CD-1; Unit 17 all with a " Scale 3/16" = 1', prepared by Mahoney Architects which such plan is recorded in the Middlesex South District Registry of Deeds herewith.

ALL PHASED UNITS:

UNIT NO.	STREET ADDRESS	STYLE	PERCENTAGE INTEREST IN COMMON AREA	STYLE's STANDARD FINISHED SQUARE FOOTAGE	COMMON EXPENSES PERCENTAGE INTEREST (for Condo Fee Calculations)	PHASE
15	15 Sweet Birch Lane	MRA	50%	Carriage I – 3,200	50%	1
17	17 Sweet Birch Lane	MRA	50%	Carriage II – 3,200	50%	1
			100.00%		100.000%	

EXHIBIT C-3

**RECALCULATION OF UNIT
PERCENTAGE INTEREST IN COMMON AREA
DESIGNATIONS**

In the event that the total number of Units phased into the Condominium does not total 16 Units as of the phasing deadline, as the same may be amended, modified, extended or revived pursuant to the terms of the Master Deed and M.G.L. c.183A, Section 5, the percentage interest allocation among units shall be automatically recalculated in accordance with the following formula, without any further action or amendment by the Declarant or the Board of Trustees, provided, however, that the Declarant may record an instrument of certification with the Middlesex South Registry of Deeds confirming the recalculation consistent with this formula.

The percentages of undivided interest in the common areas and facilities attributable to each style of Unit in the Condominium, shall be entitled shall be a number (expressed as a percentage) equal to the Base Value (the "Base") for such Unit style, divided by the number S, determined as herein specified. The Base for the several present and anticipated Unit styles shall be equal to the estimated percentage interests at full build out, as follows:

Market Rate Detached (MRD): 7.238%
Market Rate Attached (MRA): 6.634%
Affordable Attached (AFFA): 1.146%

The number S shall be the sum of the products of the then number of each type of Unit included in the Condominium times the Base for such Unit type. It is provided, however, that the percentage figures so determined shall be rounded to the extent necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total.

**RECALCULATION OF UNIT
COMMON EXPENSES PERCENTAGE INTEREST
DESIGNATIONS**

In the event that the total number of Units phased into the Condominium does not total 16 Units as of the phasing deadline, as the same may be amended, modified, extended or revived pursuant to the terms of the Master Deed and M.G.L. c.183A, Section 5, the Common Expenses Percentage Interest allocation among units shall be automatically recalculated in accordance with the following formula, without any further action or amendment by the Declarant or the Board of Trustees, provided, however, that the Declarant may record an instrument of certification with the Middlesex South Registry of Deeds confirming the recalculation consistent with this formula.

The Common Expenses Percentage Interest attributable to each style of Unit in the Condominium, shall be entitled shall be a number (expressed as a percentage) equal to each style's standard finished square footage (the "SF Base"), divided by the number S, determined as herein specified. The SF Base for the several present and anticipated Unit styles shall be, as follows:

Patio: 3,500
Colonial I: 3,500
Carriage I: 3,200
Carriage II: 3,200
Affordable: 1,967

The number S shall be the sum of the products of the then number of each type of Unit included in the Condominium times the SF Base for such Unit type. It is provided, however, that the percentage figures so determined shall be rounded to the extent necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total.

**EXHIBIT D
BLACK BIRCH II CONDOMINIUM
BEDROOM LIMITS**

Unit No.	Maximum Number of Bedrooms Permissible	
2	3	
3	3	
4	3	
6	3	
8	3	
9	3	
10	3	
11	3	
12	3	
14	3	
15	3	
17	3	
18	3	
19	3	
20	3	
21	3	
	48	3

EXHIBIT E

Longterm Operation and Maintenance Plan

STORMWATER ANALYSIS
FOR
“Black Birch II”
Planned Residential Development

Forest Ridge Road
Concord, Mass.

PREPARED FOR:

Abode Builders of New England



Date: 6-14-17

Places Associates, Inc.

510 King Street, Suite 9, Littleton, Massachusetts 01460
Voice: (978) 486-0334 Fax: (978) 486-0447 E-mail: Places.littleton@verizon.net

Stormwater Operation and Maintenance Plan - Long Term Pollution Prevention

Ongoing maintenance is required for the proper function of the stormwater management system allowing the system prevent pollution for the long term. This document provides a guideline for this work and allows for record keeping.

Stormwater Management System Owner: TO BE DETERMINED

Party Responsible for Maintenance: TO BE DETERMINED

Snow Removal

Snow removal from private right of ways and private lots will be the responsibility of the homeowners. Snow should not be plowed or stockpiled in raingardens, sediment forebays, or infiltration basins.

Public Safety Features

The site has been designed with sidewalks and crosswalks to allow for safe movement throughout the site.

Preliminary Stormwater O&M Maintenance Budget

Inspection and maintenance = \$2,000 x 4 times per year = \$8,000±

Site Specific BMP Maintenance Plans

(Reference MADEP Volume 2, Chapter – Structural BMP Specifications for the Massachusetts Stormwater Handbook)

Deep Sump/Hooded Catchbasins

Inspect and clean deep sump basins 4 times per year.

If handling runoff from land uses with higher potential pollutant loads or discharging runoff near or to a critical area, more frequent cleaning may be necessary. Clamshell buckets are typically used to remove sediment in Massachusetts. However, vacuum trucks are preferable, because they remove more trapped sediment and supernatant than clamshells. Vacuuming is also a speedier process and is less likely to snap the cast iron hood within the deep sump catch basin. Structural BMPs. Although catch basin debris often contains concentrations of oil and hazardous materials such as petroleum hydrocarbons and metals, MassDEP classifies them as solid waste. Unless there is evidence that they have been contaminated by a spill or other means, MassDEP does not routinely require catch basin cleanings to be tested before disposal.

Infiltration Basin

Inspect and complete preventive maintenance at least twice a year. Inspect the pretreatment BMPs per previous sections. Once the outlets from the Black Birch drainage system is functional, inspect it after every major storm for the first few months to ensure it is stabilized and functioning properly and if necessary take corrective action. Note how long water remains standing in the basin after a storm; standing water within the basin 48 to 72 hours after a storm indicates that the infiltration capacity may have been overestimated. If the ponding is due to clogging, immediately address the reasons for the clogging (such as upland sediment erosion, excessive compaction of soils, or low spots). Thereafter, inspect the infiltration basin (kettle hole) at least twice per year. Important items to check during the inspection include:

- Signs of differential settlement
- Cracking
- Erosion
- Condition of riprap
- Sediment accumulation at the beyond the concrete swales.

Sediment Forebay

At least four times a year, inspect the low area in the kettle hole and remove trash and debris at the same time. If there are any signs of sediment accumulation or standing water in the low point, remove sediment and underlying organic leaf litter using hand tools such as rakes and shovels surficial. Check for signs of rilling and gulying and repair as needed. The intent is to improve the infiltrative capacity while maintaining the existing vegetation so care must be used to not damage existing trees and vegetation. Remove sediment from the basin as necessary, but wait until the floor of the basin is thoroughly dry. Use light equipment to access the location so as to not compact the surrounding soils. Inspect and clean pretreatment devices per O&M sections above.

