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Page: 1 of 16 08/02/2018 10:38 AM

## MASTER DEED

### COVERED BRIDGE CONDOMINIUM

Covered Bridge, Inc., a Massachusetts corporation with a principal place of business at 252 Rice Road, Wayland, Massachusetts (the "Declarant"), being the owner of the land off Rice Road, Wayland, Massachusetts, more particularly described in Exhibit "A," by duly executing and recording this Master Deed, does hereby submit said land (the "Land"), together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (the "Property") to the provisions of Massachusetts General Laws Chapter 183A (the "Act"), and proposes to create, and does hereby create by this Master Deed, with respect to the Property, a condominium, to be governed by and subject to the provisions of the Act.

The Property is conveyed subject to the rights of the Declarant set forth herein and also subject to and with the benefit of all easements, restrictions, rights, permits, and approvals of record prior to the recording of this Master Deed.

#### ARTICLE I.

#### NAME OF THE CONDOMINIUM AND ORGANIZATION OF UNIT OWNERS

The condominium is to be known as COVERED BRIDGE CONDOMINIUM (the "Condominium"). A trust through which the Unit Owners (as defined below) 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 "COVERED BRIDGE CONDOMINIUM TRUST" (the "Trust"). The Trust contains the By-Laws of the organization of Unit Owners (the "By-Laws") and provides for the promulgation of rules and regulations of the Condominium (which, as amended, from time to time, are referred to herein as the "Rules and Regulations"). The name of the initial Trustee of the Trust is Covered Bridge, Inc. The post office address of the Trust is 252 Rice Road, Wayland, Massachusetts.

**Return to:**

DLPN  
PO Box 2223, Acton, MA  
01720

CBK

PLAN No 621 - 2018

Locus: 219, 221 & 223 Rice Road, Wayland, MA

the initial Trustee of the Trust is Covered Bridge, Inc. The post office address of the Trust is 252 Rice Road, Wayland, Massachusetts.

## ARTICLE II. PLANS

Simultaneously with the recording of this Master Deed, there has been recorded a plan entitled "Unit Floor Plans, Covered Bridge Condominium", Scale 1" = 8', Prepared by Robert H. Egan, Registered Architect and dated October 20, 2017 and a plan entitled "Condominium Site Plan, Covered Bridge Condominium Trust, Covered Bridge Conservation Cluster Development, Wayland, Massachusetts", Scale 1" = 20', Prepared by Samiotes Consultants, Inc. and dated October 23, 2017 (the "Plans"), both of which are recorded in the Middlesex South District Registry of Deeds herewith. The Plans show the layout, location, Unit designations and dimensions of the Units, state the designation of the Building, and bear the verified statement of a registered surveyor or engineer or architect certifying that the plans fully and accurately depict the layout, location, Unit designations and dimensions of the Units, as built.

## ARTICLE III. DESCRIPTION OF THE CONDOMINIUM AND BUILDINGS

The Condominium consists of three (3) Units in one (1) Building and other improvements located on the Land. The Building containing the Units is of wood frame construction with a poured concrete foundation and has asphalt shingled roofs and cement board siding. The Units are all described in Exhibit "B". The Condominium contains the common areas and facilities defined in Article V as the "Common Elements". The Condominium may contain some limited common areas as referred to in Article V. All Units in the Condominium will be restricted to households whose maximum income does not exceed eighty percent (80%) of the Boston Metropolitan Area median family income as determined by the U.S. Department of Housing and Urban Development.

## ARTICLE IV. DESCRIPTION OF UNITS AND THEIR BOUNDARIES

A. Description of Units: The designation of each Unit, a statement of its location within the Building, approximate area, number of rooms, the immediate Common Elements to which it has access, and its proportionate interest in the Common Elements as the same is calculated in accordance with the Act are set forth on Exhibit "B," which is attached hereto and made a part hereof, and are shown on the Floor Plans referred to in Article II hereof.

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

1. Lower Boundary and Floors: The upper surface of the concrete basement floor or concrete first floor for units without basements;
2. Upper Boundary: The plane of the lower surface of attic roof rafters;
3. Interior Perimeter Walls: In the case of wood frame walls, or non-exposed concrete or other non-exposed masonry walls, 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
4. 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.

C. Unit Appurtenances: There is appurtenant to each Unit the following:

1. The right and easement in common with other Unit Owners and their invited guests to use the driveway parking areas on the Land and as shown on the Plans recorded with the Master Deed. There shall be no designated, assigned or exclusive parking spaces appurtenant to any Unit;
2. The exclusive right and easement to use that portion of the heating, air conditioning and ventilating equipment, together with the pad on which it sits, electric meter, telephone wires, TV cables, and water meter reading device (if any) exclusively serving such Unit if located beyond the boundaries of the Unit;
3. The exclusive right and easement to use the steps, walkways, decks/patios/porches and exterior lighting exclusively serving and/or extending from such Unit and/or referred to in the description of the Unit herein;

#### ARTICLE V.

##### DESCRIPTION OF THE COMMON ELEMENTS

A. Description of Common Elements: The common areas and facilities of the Condominium (the "Common Elements") consist of:

1. The present fee title in the portion of the Land subject to the exclusive rights of Unit Owners as set forth in Articles IV and VI;
2. The mailboxes and other common area improvements exclusive of the portions of such improvements that are included within a Unit as described in Exhibit B;

3. The walkways, steps, patios, decks, yards and driveways, provided, however, that each Unit Owner shall have an easement for the exclusive use of such areas extending from the Unit to the extent provided in Article IV hereof or as otherwise conveyed to such Unit Owner in its Unit Deed;

4. Installations of central services, such as power, light, gas and water, including all equipment attendant thereto which serves both Units and all conduits, chutes, ducts, plumbing, wiring and their components, chimneys, tanks and other facilities for the furnishing of utility services or waste removal which serve more than one Unit;

5. All lawns, gardens, roads, walks, pathways and other improved or unimproved areas not within the Units;

6. The common septic system serving the Condominium, including but not limited to the common leaching areas (waste water disposal area), all pipes and other appurtenances servicing the Condominium and the Units within the Condominium, all as further described herein (the "Septic System Facilities").

7. All other Common Elements and features of the Condominium however described, excepting only the Units themselves as hereinbefore defined and described. The rights in and to the Common Elements shall, however, always be subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may be hereafter established pursuant to the provisions of this Master Deed, the By-Laws of the Trust and the Rules and Regulations from time-to-time established thereunder; and

8. Each Unit Owner shall be entitled to an undivided interest in the Common Elements in the percentages as provided in Article X.

*B. Trustee Rights:*

1. The Trustees shall have, and are hereby granted, the right of access to or through each Unit and any area or facility, the exclusive use of which is provided to the Unit, for purposes of: (i) operation, inspection, protection, maintenance, repair and replacement of Common Elements or of other Units or any exclusive areas or facilities provided to such other Units; (ii) correction, termination and removal of acts or things which interfere with the Common Elements or are otherwise contrary to or in violation of provisions hereof; and (iii) for such other purposes as the Trustees and/or the Declarant deem necessary, appropriate, or advisable. All access shall be with prior notice to the applicable Unit Owner.

2. The Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the parking areas, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Elements and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

3. There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the other Unit to use all pipes, wires, cables, conduits, public utility lines and other Common Elements located in the other Unit and serving such Unit. Each Unit shall be subject to an easement in favor of the owners of the other Unit to use the pipes, wires, cables, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit.

## ARTICLE VI. USE OF THE BUILDING, UNITS AND COMMON ELEMENTS

A. Reservations as to Use: The Building and the Units are intended only to be used for residential purposes. No other use may be made without the prior written consent of the Trustees of the Trust. The Units shall be subject to the following additional restrictions:

1. The architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, except as provided in this Master Deed, the Declaration of Trust or the Rules and Regulations established from time to time by the Trustees, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decalcomania, other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window.

2. Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium, or contents thereof, applicable for housing, without the prior written consent of the other Unit Owner. No Unit Owner shall permit anything to be done, or kept in his Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements;

3. Any Unit Owner may keep up to one dog or one cat in the Unit (or one of each) subject always, however, to the restrictions and limitations contained in this Paragraph. No other animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the other Unit Owners;

4. No offensive activity shall be carried on in any Unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owner. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents,

visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;

5. Each Unit Owner shall be obligated to maintain and keep in good order and repair his Unit in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from his Unit, or from the doors and windows thereof, any dirt or other substance.

6. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit;

7. No Unit Owner, or occupant, his family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use;

8. There may be no restriction upon any Unit Owner's right of ingress and egress to his Unit, which right shall be perpetual and appurtenant to the Unit Ownership;

9. No sign shall be displayed or erected on any Unit, except for name and number signs identifying the owner of the Unit or the street number and shall be not more than two (2) feet in area.

10. Except as permitted by the other Unit Owners from time to time, the following shall be strictly prohibited: in-ground or above-ground swimming pools, trailers, campers and boats. In addition, the storage of other large items other than those for the personal and residential use of the Unit Owner shall be strictly prohibited.

These restrictions shall be for the benefit of the owners of all of the Units, and the Trustees as Trustees for the Common Elements. They shall be enforceable solely by the Trustees or the other Unit Owner, and shall, insofar as permitted by law, be perpetual. No Unit Owner shall be liable for any breach of the provisions of these Restrictions except as such breach shall occur during his ownership thereof.

*B. Maintenance Obligations:*

1. The following shall be the sole expense and responsibility of each Unit Owner: 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, decks/patios/porches, the maintenance, repair and replacement of all exterior lighting, door hardware and all windows of each Unit. The following shall be a common expense: the maintenance, repair and replacement of decks, patios, porches

(other than for general cleaning and snow removal), the maintenance, repair and replacement of the driveway and parking areas (including snow removal), the maintenance, repair and replacement of the walkways (including snow removal), the maintenance (including painting), repair and replacement of all exterior doors, door frames and window frames, the painting of all exterior surfaces of the Units, the maintenance, repair and replacement of the siding, roofs and structural components of the Units and all landscaping and septic system maintenance, repair and replacement.

2. Except as set forth in this Master Deed, the Unit Owners shall not make repairs or perform work to or within any Common Elements (or which are designated herein as a common expense) without the express written consent of the other Unit Owners; all maintenance, repairs or replacements shall be done in accordance with the By-Laws; and the Unit Owners shall be liable to the Condominium for any loss, cost or expense arising from such Unit Owner's misuse of or negligence with respect to the Unit or Common Elements.

C. Alterations of Units: Except as otherwise set forth in this Master Deed, the Unit Owner of any Unit may not at any time make any exterior alterations to his or her Unit without the prior consent of the other Unit Owners.

D. Easements: If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of settling or shifting of a Building or otherwise, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any Building, any Unit, and any adjoining Unit, or any adjoining part of the Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject Building shall stand.

E. The Septic System Facilities: The Declarant reserves the right to grant and reserve drainage, slope and utility easements over, under, through and across the common areas of the Land and Buildings, for the installation, construction, maintenance and reconstruction of septic system infrastructure, including but not limited to the common leaching fields, shown on the Plans, as well as any and all related appurtenances related thereto or connected therewith, including but not limited to the leaching areas, pipes, conduits, controls, ducts, plumbing, cables, manholes, equipment and other facilities for the furnishing of septic service to and from the Units, and to set aside and reserve sufficient land area within the Condominium Land for the Septic System Facilities and any replacement of the Septic System Facilities; for the installation, construction, maintenance and reconstruction of pipes and other conduits for the public water supply servicing the Units in the Condominium; for the installation, construction, maintenance, repair, operation or reconstruction of underground drainage facilities of all types and kinds, and for the installation, construction, maintenance, repair, operation or reconstruction of any and all other utilities of all types and kinds.

ARTICLE VII.  
AMENDMENT OF MASTER DEED

A. General Amendments: This Master Deed may be amended or restated by vote of 100% in beneficial interest of the Unit Owners, cast either in person or by proxy at a meeting duly held in accordance with the provisions of the Trust; or in lieu of a meeting, any amendment may be approved in writing by 100% in beneficial interest of all Unit Owners.

B. Special Amendments: Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment (the "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:

1. 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;
2. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering the ownership of a Unit;
3. To bring this Master Deed or the Trust into compliance with the Act;
4. To correct clerical, typographical or other errors in this Master Deed, the plans or the Trust or any Exhibit thereto, or any supplement or amendment thereto; and
5. To make any modifications, additions or deletions to this Master Deed as are necessary to comply with the Wayland Zoning By-law or any other applicable Federal, State or municipal by-laws, laws, rules or regulations.

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, for such 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 as well as the consent of such grantee thereto. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall automatically terminate three (3) years from the date of the Trust.



C. Amendments, General Restrictions: Any amendment is subject to the following:

1. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

2. No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record shall be of any force or effect unless the same has been assented to by the record holder of such mortgage; and

3. 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 Act shall be of any force or effect.

#### ARTICLE VIII. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages ("First Mortgagee") of record with respect to the Units and shall be enforceable by any First Mortgagee:

A. Any right of first refusal contained herein shall not impair the rights of a First Mortgagee to: (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or (ii) accept a deed (or assignment) in lieu of foreclosure in the even of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee.

B. Any party who takes title to a Unit by foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;

C. Except as otherwise provided by this Master Deed or applicable law, the prior written consent of one hundred (100%) percent of the Owners of the Units and the approval of one hundred percent (100%) of the First Mortgagees, shall be required to:

1. by any act or omission, seek to abandon or terminate the Condominium after substantial destruction or condemnation occurs or for other reasons agreed to by such mortgagees; or

2. add or amend any material provisions of the Condominium documents of the Condominium of a material adverse nature to mortgagees.

As to any such addition or amendment, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after the

proposal is made, provided such proposal is sent by certified mail, return receipt requested. An affidavit by the Trustees appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 60 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

D. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

E. In no event shall any provision of this Master Deed or By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.

F. A First Mortgagee and any guarantor of such mortgage, upon request made to the Board of Trustees, shall be entitled to written notice of:

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

The provisions of this paragraph are intended to comply with the requirements of FNMA regarding the protection of first mortgagees and any inconsistencies or interpretations of the forgoing shall be resolved accordingly.

ARTICLE IX.  
SALE/MORTGAGING OF UNITS

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted except as set forth herein, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units, except as set forth herein.

“Appurtenant Interests”, as used herein, shall include:

- A. The undivided interest of a Unit Owner in the Common Elements;
- B. The interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any;
- C. The interest of such Unit Owner in any other assets of the Trust; and
- D. Exclusive rights of Unit Owners as provided in the Master Deed, to porches, patios, decks, limited common areas and the like as specified in Article IV above.

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trust all unpaid common charges theretofore assessed by the Trust against such Owner's Unit and until he shall have satisfied all unpaid liens against his Unit.

ARTICLE X.  
DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The Owner of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in Exhibit B, attached hereto, which have been calculated on the basis of the approximate relation that the fair value of the Unit on the date hereof bears to aggregate fair value of all the Units.

## ARTICLE XI.

UNITS SUBJECT TO MASTER DEED, UNIT DEED, AND TRUST

A. All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed conveying such unit, the Trust and By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, the items affecting the title to and the use of the Condominium as set forth in Article VI of this Master Deed, Exhibit "B," the Act and the Trust.

B. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed conveying such Unit, the Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to and use of the Land are accepted and ratified by such Unit Owner or occupant, such Unit Owner's family, guests, employees, licensees or tenants and all of such provisions shall bind any person having at any time any interest or estate in such Unit, as through such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

C. A violation of the provisions of this Master Deed, such Unit Deed, the Trust and By-Laws or Rules and Regulations promulgated pursuant thereto or of any of the provisions on said Trust shall give rise to a cause of action by the Trust which may be enforced in any manner permitted by law, including, without limitation, by court action for injunctive relief and/or damage.

D. Each Unit Owner shall be a member of the Trust and subject to all rights and duties appertaining to owners under this Master Deed, the Trust and By-Laws and Rules and Regulations promulgated pursuant thereto.

E. Each Unit Owner shall have an interest in the Trust in proportion to such Unit Owner's percentage interest in the Common Elements, and such Unit Owner's voting rights shall also be proportionate to such percentage interest. Initial assessments shall be proportionate to such percentage. Initial assessments and voting rights shall occur upon the conveyance of the first Unit.

## ARTICLE XII.

ASSIGNMENT OF RIGHTS OF GRANTOR

The Declarant, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Trust, at any time and from time to time, to any person, trust or other entity as may be determined by the Declarant. The provisions of this Article shall be for the benefit of the Declarant and Declarant's successors and assigns.

ARTICLE XIII.  
MISCELLANEOUS

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

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

C. Definitions: All terms and expressions used in this Master Deed which are defined in the Act shall have the same meaning here unless the context otherwise requires.

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

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

F. Conflicts: This Master Deed is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail.

WITNESS the execution hereof, under seal, as of the 26 day of July, 2018.

**DECLARANT:**  
**COVERED BRIDGE INC.**

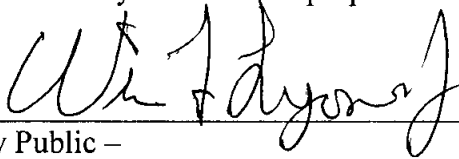
By: Devens H. Hamlen  
Name: Devens H. Hamlen  
Title: President and Treasurer

## COMMONWEALTH OF MASSACHUSETTS

SUFFOLK

, ss.

On this 26<sup>TH</sup> day of JULY, 2018, before me, the undersigned notary public, personally appeared Devens H. Hamlen, President and Treasurer of Covered Bridge, Inc. , proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily for its stated purpose.



Notary Public –

My Commission Expires:

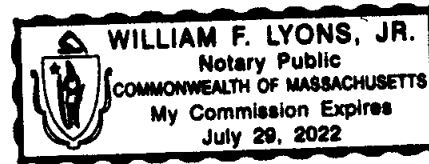


Exhibit "A"

TO THE MASTER DEED  
OF  
COVERED BRIDGE CONDOMINIUM

The premises known as an numbered 219, 221 and 223 Rice Road, in Wayland, Middlesex County, Massachusetts and further shown as Lot 1A (Map 35 Lot 30K) on a plan entitled "Condominium Site Plan, Covered Bridge Condominium Trust, Covered Bridge Conservation Cluster Development, Wayland, Massachusetts", Scale 1" = 20', Prepared by Samiotes Consultants, Inc. and dated October 23, 2017 and recorded in the Middlesex South District Registry of Deeds herewith.

Said Lot 1A consisting of 40,080 according to said Plan and being a portion of the premises conveyed to the Declarant by deed dated June 9, 2008 and recorded in the Middlesex South District Registry of Deeds at Book 51288, Page 592.

Exhibit "B"

TO THE MASTER DEED  
OF  
COVERED BRIDGE CONDOMINIUM

UNIT DESCRIPTIONS

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>STREET ADDRESS</u>	<u>PERCENTAGE INTEREST IN COMMON AREAS</u>	<u>SQUARE FOOTAGE</u>
1	A 2 story unit consisting of a kitchen, family room and half bath on the first floor and 2 bedrooms and a bath on the second floor	219 Rice Road, Wayland, MA	40.6%	1,109.5 sf
2	A one story unit on the first floor of the building, consisting of a family room, kitchen, bedroom and bath	221 Rice Road, Wayland, MA	29.7%	772 sf
3	A one story unit on the second floor of the building, consisting of a family room, kitchen, bedroom and bath	223 Rice Road, Wayland, MA	29.7%	862 sf

The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Plans mentioned previously and recorded herewith, which is incorporated herein and made a part hereof.

Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use the decks, patios, porches and driveways shown on the Plans recorded herewith, as well as all other appurtenant rights set forth in this Master Deed.