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Bk: 61053 Pg: 378 Doc: MD
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60 William St
Wellesley MA 02481**MASTER DEED****LANDHAM CROSSING CONDOMINIUM**192 BOSTON POST ROAD
SUDBURY, MASSACHUSETTS**(A) Creation of Condominium**

The undersigned Landham Crossing LLC, a Massachusetts limited liability company having a principal office at 30 Turnpike Road, Suite 8, Southborough, Massachusetts 01772 hereinafter called the "Declarant," being the sole owner of the land with the buildings thereon with the post office address of 192 Boston Post Road, Sudbury, Massachusetts 01776, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A (hereinafter referred to as "Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, a condominium with respect to the Subject Property to be governed by and subject to the provisions of said Chapter 183A (hereinafter referred to as "Condominium").

This Master Deed and the Condominium created hereby are subject to the terms and provisions of the Notice of Decision Comprehensive Permit issued by the Sudbury Zoning Board of Appeals recorded with the Middlesex County Southern District Registry of Deeds at Book 59125, Page 1 (hereinafter referred to as "Comprehensive Permit").

(B) Description of Land

- (i) The premises that constitute the Condominium are known as 192 Boston Post Road, Sudbury, Massachusetts, 01776 (hereinafter referred to as "Condominium Land") and are further described in Schedule A, which is attached hereto and hereby incorporated herein by this reference, and are also shown on a plan of land entitled "Phase 1 Plan Landham Crossing Boston Post Road Sudbury, MA" prepared by Bruce Saluk & Associates, Inc., dated January 15, 2013 and recorded herewith in Book 2013, Page 60 (hereinafter referred to as "Site Plan").
- (ii) Phase I of the Condominium consists of four (4) units situated in one(1) building, designated as Building C, having access by a common way to Boston Post Road, all shown on the Condominium Plans, which show the layout, location, unit numbers and dimensions of the units as built. Floor plans entitled "Landham Crossing 192 Boston Post Road, Sudbury, MA 01776 Floor Plans Building "C" - Units "8", "9", "10" & "11"" prepared by Reeves Design Associates, dated 1/17, 2013 (hereinafter referred to as "Floor Plans") are recorded herewith in Book _____, Page _____, said plans together with the Condominium Site Plan being hereinafter referred to as the "Condominium Plans."

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- (iii) The Declarant intends, and hereby reserves the right, but not the obligation to construct up to twenty (27) additional units, and to create additional phases and subphases on the Condominium Land.
- (iv) All improvements intended for any future phase, will be substantially completed prior to the addition of each such phase. Improvements in the future phases will be consistent with initial improvements in Phase I in terms of quality of construction. When and if all phases are completed, the Condominium will contain no greater than thirty-one (31) units (hereinafter referred to as "Units"). The Subject Property is subject to the rights and easements hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities on, under and over the Condominium Land, and the right and easement to pass and repass on, over and under all the Condominium Land.
- (v) The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending (y) three (3) years after the date on which this Master Deed is recorded, or such longer period of time up to four (4) additional years if so permitted by the Sudbury Board of Appeals, or (z) the completion of the Units in all phases in the Condominium, whichever is first ("Termination Date"), the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (hereinafter referred to as "Common Areas and Facilities"), (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this Section, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities in the phases already added to the Condominium. Nothing in this Section shall be deemed to create any rights of the general public. In the event this Master Deed has not been amended to add all Phases by the Termination Date, the buildings and improvements thereon which have not been included in such Phases shall remain the sole property of the Declarant.
- (vi) The Declarant further reserves the right in the creation of subsequent phases (including the right to create subphases within such phases) to reconfigure the Units and buildings in each additional phase, provided that in all instances the percentage of interest attributable to each such Unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.
- (vii) The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas and Facilities of the Condominium land, for access to and from buildings and parking spaces located on the other phases.
- (viii) The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium land and buildings for the purpose of installing utilities, cable television lines and internet connection lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and

operation of the same.

- (ix) With respect to that portion of the Common Areas and Facilities adjacent to Boston Post Road as generally depicted in the plan entitled "Conceptual 4 Lane Section, Route 20 at Landham Road" prepared by VHB dated August 27, 2010, the Declarant reserves the exclusive right to convey the fee and grant temporary and permanent easements to the Town of Sudbury and the Massachusetts Highway Department and other agencies of the Commonwealth of Massachusetts, as reasonably required to facilitate the design and construction of a traffic signal at the intersection of Landham Road and Boston Post Road.

(C) Description of Buildings

Phase I of the Condominium consists of four(4) Units located in one(1) building, namely Building C at 192 Boston Road, Sudbury, Massachusetts, having access to Boston Post Road, all shown on the Condominium Plans above described and having the characteristics as set forth in Schedule B.

(D) Description of Units

The unit designation of each Unit and statement of its location, approximate area, number of rooms and immediate Common Areas and Facilities to which it has access are as set forth in Schedule C, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Schedule D, both of which are attached hereto and hereby incorporated herein by this reference and made a part hereof.

- (i) The boundaries of each of the Units, including sun-rooms/three season rooms, with respect to the floors, ceilings and walls thereof are as follows:
- (a) **Floors:** The planes of the upper and lower surfaces of the structural floor joists, and, in the case of basements and garages, the upper surface of the concrete foundation.
 - (b) **Ceilings:** The plane of the lower surface of the ceiling joists or the plane of the lower surface of the roof rafters in areas where there are no ceiling joists.
 - (c) **Walls:** As to interior building walls between two or more Units and weight bearing walls within the Units, the planes of the surfaces facing such Units of the wall studs; As to exterior walls, the plane of the interior surface of the wall studs or of the concrete walls, if any.
 - (d) **Pipe Chases or Other Enclosures** concealing pipes, wires or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one Unit are a part of the

Common Areas and Facilities.

- (e) **Doors and Windows, Screens:** The exterior surfaces thereof, hereby designating as part of each Unit the entirety of all doors, windows, insulating frames, jambs, mullions, thresholds, sills, flashing, molding, trim, hardware, glass and screens.

Notwithstanding the foregoing, air conditioner condensers and pads serving each Unit, as well as pipes, wires, chimneys, flues and/or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, shall be considered a part of that Unit. In addition, exclusive exterior lights, door bells and door knockers are part of the Units.

- (ii) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities as defined in below in subsection II of Section (E) hereof in common with the other Units in the Condominium, subject to the restrictions contained in this Master Deed, the Declaration of Trust and Bylaws thereto and the Rules and Regulations as the same may be amended from time to time.
- (iii) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain designated "Limited Common Areas" as defined and described below. The Trustees shall have the right to enter any Limited Common Area to repair and maintain, and replace structures and other elements as provided in this Master Deed, and the Declaration of Trust and Bylaws thereto as the same may be amended from time to time.
- (iv) When any Unit(s) remains unsold by the Declarant, the Declarant also enjoys the same rights and assumes the same duties as they relate to each individual Unit sold except as set forth in this Master Deed, the Declaration of Trust and Bylaws thereto, and the Rules and Regulations as the same may be amended from time to time.
- (v) Eight (8) Units shall be reserved for sale and occupancy by low or moderate income households ("Affordable Units") as set forth in the Comprehensive Permit. These Affordable Units shall be subject to the Regulatory Agreement recorded with the Middlesex County Southern District Registry of Deeds at Book 59125, Page 29. Seven (7) Affordable Units shall contain two (2) bedrooms and one (1) Affordable Unit shall contain three (3) bedrooms. All Affordable Units shall contain a one (1) car garage. The Affordable Units are subject to certain restrictions including re-sale price restrictions. In furtherance thereof, a Deed Rider will be attached to and recorded with each Unit Deed for each Affordable Unit, which Deed Rider will, inter alia, provide for the resale restrictions.
- (vi) No additions shall be permitted beyond the building envelopes shown on the Condominium Plans except that the Declarant shall be permitted to construct enclosed sunrooms in lieu of decks/patios for Units 8, 11 and 12-28, and other units if approved by the Sudbury Zoning Board of Appeals..

(E) Proportionate Interest of Each Unit in Common Areas and Facilities, Description of Common Areas and Facilities and Description of Limited Common Areas

I. Proportionate Interest of Each Unit in Common Areas and Facilities

The Owner of each Unit, including the Declarant as the case may be, shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages set forth in the attached Schedule D, which have been calculated on the basis of the approximate relation that the fair value of the Unit on the date hereof bears to the aggregate fair value of all the Units.

Upon the addition of subsequent phases to the Condominium, the interest of each Unit in the Common Areas and Facilities (and therefore the responsibility of the Owner of each Unit for assessments) will be calculated on the basis of the approximate relation that the fair value of the Unit on the date of addition of the subsequent phase bears to the aggregate fair value of all the Units, all in accordance with the Chapter 183A. The Declarant shall, in its reasonable judgment, determine the current fair market value of each Unit by using the following methodology: First, to determine the current value of the existing Units, the Declarant shall use as a base value of each Unit the price actually paid for such Unit when it was first purchased. The Declarant shall then adjust this base value either upwards or downwards based upon (a) inflation, (b) the general increase or decrease in prices of the local real estate market, and (c) any known special value enhancing additions that may have been made to any such existing Unit or appurtenance thereto. Second, the current value of each Unit to be added to the Condominium shall be the fair market value of such Unit at the time the phasing amendment is recorded. The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation, at the Middlesex County Southern District Registry of Deeds of an amendment to the Master Deed, adding a phase.

The Affordable Units are being sold for prices which have been reduced from their fair market value to make such Units affordable to persons and families with low or moderate income. If at any time the price restriction on any Affordable Unit is removed, such Unit may in the future be valued without the affordable restrictions. In order to maintain the beneficial interest in the Common Areas and Facilities based on the approximate relation of the fair market value of the Units, said beneficial interest of the newly unrestricted Unit shall be increased and the then effective beneficial interest of all the other Units (except the remaining restricted Affordable Units, if any) shall be decreased, retaining their existing proportionality among each other, so that the sum of the beneficial interest of all the Units equals one hundred percent (100%). Each Unit Owner now or hereafter accepting a deed to any Unit thereby agrees to the foregoing procedures for adjustment of the beneficial interests and grants to the Condominium Trustees his or her durable power of attorney, irrevocable and coupled with an interest, to execute any such certification to the Master Deed on his or her behalf, whether or not so expressly stated in the Unit Owner's deed to his or her Unit. Each Unit Owner confirms, by acceptance of his or her Unit Deed, that the consent to the foregoing expressed thereby is intended to be that consent required under Section 5(b) of the Chapter 183A (as the same may hereafter be amended).

II. Description of Common Areas and Facilities

Subject to the rights, reservations and easements of the Declarant expressly set forth in this Master Deed, the Common Areas and Facilities of the Condominium consist of the entire Subject Property as described in Section (B) ("Description of Land") of this Master Deed and all parts of the buildings as described in Section (C) ("Description of Buildings") of this Master Deed, other than the Units described herein. The Declarant expressly reserves the right and easement to construct and add the buildings and Units and parking spaces constituting subsequent phases as hereinbefore described and in conjunction therewith to grant mortgages and other security interests on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the buildings and Units and Common Areas and Facilities constituting such subsequent phases, and hereafter to submit such phases to the Condominium by amendment to this Master Deed. Until any such amendment is recorded by the Declarant submitting any of said buildings, Units and improvements to the Condominium in said subsequent phases, those buildings and improvements will remain the property of the Declarant and shall not constitute part of the Condominium;

Without limiting the foregoing language in this Section, but subject to the rights and easements of the Declarant, the Common Areas and Facilities of the Condominium include:

- (i) The land described in the attached Schedule A, together with the benefit of and subject to the rights and easements referred to in Section B hereof;
- (ii) The foundations of the buildings and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor, ceiling and roof beams and joists, and exterior walls, any interior bearing walls, roofs, and all structural portions of the buildings;
- (iii) Installations of central services such as power, light, drains, hot and cold water, septic, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single Unit, whether located in whole or in part within or without such Unit, are a part of the Unit that they service and are not a part of the Common Areas and Facilities;
- (iv) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishings of utility services or waste removal and vents contained in portions of the building outside of the Units and all installations outside the Units for services such as lights, power, telephone, water and sanitary sewer drainage;
- (v) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for furnishing utility services or waste removal and vents that are located within the Units but that service more than one Unit;
- (vi) Exterior lighting devices and wires and poles for same other than those appurtenant to Patios

and Decks (as defined below);

- (vii) The yards, lawns, gardens, planters, Patios, Decks, driveways, parking areas, Parking Spaces (as defined below), walkways, sidewalks, courtyards, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants.
- (viii) The master fiber optic and cable television wiring infrastructure, internet wiring infrastructure, and other facilities thereof, if any except those portions which only serve one Unit;
- (ix) The master sprinkler system and fire alarm system, including those portions which serve only one Unit;
- (x) Utility rooms and the equipment contained therein to the extent such equipment serves more than one Unit, if any;
- (xi) The stormwater management system, underground sprinkler system and waste water disposal system and private well (for irrigation only); and
- (xii) All other items situated on the Subject Property and listed as Common Areas and Facilities in Massachusetts General Laws, Chapter 183A, except for the Units described herein. The proportionate interest of each Unit of the Condominium in the Common Areas and Facilities of the Condominium shall be as set forth in Schedule D, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

The Common Areas and Facilities shall be subject to the restrictions and reservations, duties, obligations, and rights and easements set forth in this Master Deed, the Condominium Trust, Bylaws and Rules and Regulations. With the written consent of the Trustees, a Unit owner may fence in a small back yard area adjacent to the Unit at such Unit Owner's expense, but this shall not be deemed to create a Limited Common Area as such term is defined below.

Notwithstanding the foregoing, with respect to any portion of a building and all improvements not comprising Phase I or a later Phase expressly made a part of the Condominium by an amendment to this Master Deed, the Declarant reserves for the benefit of itself and its successors and assigns the exclusive ownership of such buildings as well as the right to fully construct, develop and finish the same. The buildings and improvements as well as the other areas shown on the Site Plan located beyond the Phase 1 area or a later Phase expressly made a part of the Condominium by an amendment to the Master Deed, may be exclusively utilized by the Declarant in its sole discretion. The exclusive rights, interests and easements reserved by the Declarant in this Master Deed shall run with the land, and are not appurtenant to the ownership of any Unit in the Condominium. Nothing contained in this Master Deed or in future amendments shall be held to limit or restrict said reserved rights of the Declarant for the benefit of itself and its successors and assigns.

III. Limited Common Areas

The following portions of the Common Areas and Facilities are hereby designated as Limited Common Areas for the exclusive use of one or more Units, but less than all Units, as the case may be, as hereinafter described:

Parking Spaces

- (i) Each Unit Owner shall have the exclusive right and easement to use one or more parking spaces in front of such Unit's garage as shown on the Site Plan as an exclusive area ("Exclusive Parking Spaces"). Common visitor parking spaces ("Visitor Parking Spaces") are also identified on said Plan. Collectively, the Exclusive Parking Spaces and Visitor Parking Spaces shall be referred to as "Parking Spaces". Each Unit containing a one car garage shall be entitled to the exclusive right and easement to use and occupy one Exclusive Parking Space. Each Unit containing a two car garage shall be entitled to the exclusive right and easement to use and occupy two Exclusive Parking Spaces. The Exclusive Parking Space(s) for each Unit also serve(s) as the driveway leading to the garage(s) of such Unit. The Visitor Parking Spaces shall be reserved for visitors and guests. Except in the case of emergency or as otherwise expressly permitted by the Trustees, no Unit Owner or any other person residing in a Unit shall use the Visitor Parking Space for the parking of vehicles.
- (ii) The Exclusive Parking Spaces are a part of the Limited Common Areas. The Visitor Parking Spaces are a part of the Common Areas and Facilities.
- (iii) Subject to the provisions of the Condominium Trust, the Trustees shall maintain and repair the Parking Spaces as a common expense.
- (iv) The Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup-type trucks and SUVs. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Parking Spaces shall not be used for storage. The Parking Spaces shall not be partially or fully enclosed. No boats, RVs, trailers, unregistered vehicles, dilapidated or inoperable vehicles shall be permitted to be parked in the Parking Spaces. Notwithstanding the foregoing, the Parking Spaces shall be permitted to be occupied by the vehicles of contractors performing work on the Units and/or the Common Areas and Facilities as permitted by the Trustees.
- (v) No sports equipment, nets, goals, balls, baby carriages, toys, playpens, bicycles, velocipedes, scooters, benches, chairs or other articles shall be placed on any part of the

Parking Spaces except when such articles are in actual use by a Unit Owner or his or her occupants, family or guests, and shall be immediately removed and stored when not in use

Patios

Certain Units shall have access to an adjacent Patio. The Patios are a part of the Limited Common Areas and are shown on the Condominium Plans. Each Unit directly adjacent to a Patio shall have, as appurtenant to said Unit, an easement for the exclusive right to use such Patio. Unit Owners whose Units are directly adjacent to a Patio may place ordinary items of furniture and plants on such Patios, provided that no Patio shall be overloaded and that all such furniture and plants shall be entirely contained within the Patio. Patios shall not be enclosed, other than with the written approval of the Trustees and in accordance with the Comprehensive Permit. No sports equipment, tents, gazebos, nets, goals, balls, baby carriages, toys, playpens, bicycles, velocipedes, scooters or similar articles shall be stored on any part of the Patios. The responsibility to maintain, repair and replace the Patio floor shall be that of the Condominium Trust but at the sole expense of the Unit Owner having exclusive use of such Patio area, which expense shall be enforced as a Common Expense to such Unit Owner. Unit Owners whose Units abut a Patio shall maintain the Patio in a neat and orderly condition. Determination of whether a Patio is maintained in a neat and orderly condition shall be determined by the Trustees in their reasonable discretion.

Decks

Certain Units shall have direct access to an adjacent Deck. The Decks are a part of the Limited Common Areas and are shown on the Condominium Plans. Each Unit directly adjacent to a Deck shall have, as appurtenant to said Unit, an easement for the exclusive right to use any such Deck. Unit Owners whose Units are directly adjacent to a Deck may place ordinary items of furniture and plants on such Deck, provided that no Deck shall be overloaded and that all such furniture and plants shall be entirely contained within such Decks. Decks shall not be enclosed, other than with the written approval of the Trustees and in accordance with the Comprehensive Permit. No sports equipment, tents, gazebos, nets, goals, balls, baby carriages, toys, playpens, bicycles, velocipedes, scooters or similar articles shall be stored on any part of the Decks. The responsibility to maintain, repair and replace each Deck shall be that of the Condominium Trust but at the sole expense of the Unit Owner having exclusive use of such Deck, which expense shall be enforced as a Common Expense to such Unit Owner. Unit Owners whose Units are directly adjacent to a Deck shall maintain the Deck in a neat and orderly condition. Notwithstanding the foregoing, no charcoal and wood fired grills and barbecues, stoves, outdoor fireplaces, so called chimenas, torches, lanterns or other similar apparatus shall be used or kept on the Decks. Storage of personal property under the Decks shall be permitted, provided that such storage is in a neat, orderly and inoffensive fashion. Determination of whether a Deck is maintained in a neat and orderly condition and whether under-deck storage is neat, orderly and inoffensive shall be determined by the Trustees in their reasonable discretion.

Yard Areas

Units shall have direct access to a Yard Area. The Yard Areas are a part of the Limited Common Areas and are shown on the Condominium Plans. Each Unit with an appurtenant Yard Area shall have an easement for the exclusive right to use any such Yard Area, subject always to restrictions contained in the Order of Conditions. Unit Owners may place ordinary items of furniture in such Yard Areas, provided that no Yard Areas shall be overloaded and that all such furniture shall be entirely contained within such Yard Areas. Yard Areas shall only be enclosed by 3' high picket style fencing, color and style to match existing fencing and only after approval of the Trustees as a standard suitable style. The responsibility to maintain the Yard Areas shall be that of the Unit Owner having exclusive use of such Yard Areas. Each Unit Owner shall maintain the appurtenant Yard Area in a neat and orderly condition. Determination of whether a Yard Area is maintained in a neat and orderly condition shall be determined by the Trustees in their reasonable discretion. No permanent structures (except fence enclosures detailed above), tents, canopies, gazebos or other similar partial enclosures shall be permitted in the Yard Areas. No sports equipment, nets, goals, balls, baby carriages, toys, playpens, bicycles, velocipedes, scooters or other articles shall be placed on any part of the Yard Areas except when such articles are in actual use by a Unit Owner or his or her occupants, family or guests.

The Limited Common Areas shall be subject to the restrictions and reservations, duties, obligations, and rights and easements set forth in this Master Deed, the Condominium Trust, Bylaws and Rules and Regulations. No noxious or offensive activity shall be carried on in the Limited Common Areas, nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall do or permit anything to be done by his or her family, employees, agents, or visitors that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. Except as set forth in this Master Deed, the Condominium Trust or the Rules and Regulations, no portion of the Limited Common Areas shall be decorated or furnished by any Unit Owner in any manner without the express written consent of the Trustees.

(F) Condominium Plans

A set of the Floor Plans of the buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, has been recorded simultaneously with the recording of this Master Deed.

The Site Plan showing the location of each Unit, and bearing the seal of an engineer or registered land surveyor, verifying that the Site Plan accurately depicts the location of each Unit, as built, has been recorded simultaneously with the recording of this Master Deed. The Floor Plans and Site Plan

are together called the "Condominium Plans."

(G) Use of Units

- I.* No Unit shall be occupied for other than residential purposes, by not more than one (1) family unit nor more than two (2) unrelated persons per bedroom, nor more than three (3) unrelated persons, provided, however, that any of the Units may also be used as a home office/business, but only accessory to such residential use and only if and to the extent such accessory office/business is permitted by applicable zoning laws; and
- II.* No Unit shall be used or maintained in a manner inconsistent with this Master Deed, the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and
- III.* Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may use one or more Units and one or more Parking Spaces for sales offices and models.

The Condominium Trust and Bylaws thereto may contain further restrictions on the use of the Units, and may further clarify the restrictions contained in this Section G.

(H) Amendment of Master Deed

- I.* While the Declarant owns at least fifty percent (50%) of the Units (including those Units which may be added in future phases, this Master Deed may be amended by the Declarant with the written consent of at least fifty-one percent (51%) of the holders of the mortgages on Units (such mortgagee consent only being required if such amendment is of material adverse nature to any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or materially increase the burdens of any Unit Owner, and such amendment shall be in conformance with the Comprehensive Permit. If any such mortgagee shall have not objected to any such amendment within 60 days after being served by registered or certified mail return receipt requested, such mortgagee shall be deemed to have approved such amendment.
- II.* Thereafter, this Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and the Comprehensive Permit, and except as provided otherwise in this instrument or the Bylaws of the Condominium, by a vote of sixty-seven percent (67%) of the Unit Owners and written consent of at least fifty-one percent (51%) of the holders of the mortgages on Units (such mortgagee consent only being required if such amendment is of material adverse nature to any mortgagee). If any such mortgagee shall have not objected to any such amendment within 60 days after being served by registered or certified mail return receipt requested, such mortgagee shall be deemed to have approved

such amendment. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit.

Pursuant to the provisions of Massachusetts General Laws Chapter 183A as amended by Chapter 87 of the Acts of 1987, any amendment involving a change in the percentage of undivided interest of each Unit Owner in the Common Areas and Facilities as set forth in this Master Deed shall, subject to the provisions of this Master Deed, require the assent of all Unit Owners whose percentage of the undivided interest is affected by such change.

III. Notwithstanding any of the provisions herein (including subsection (II) of this Section) or of Chapter 183A, the Declarant, its successors and assigns, reserve the right to construct and add to the Condominium such additional buildings, Units and Parking Spaces (or any lesser part thereof) as described in herein, and after such additions are substantially completed, to amend this Master Deed to create additional phases (including any subphase) as hereinbefore described and in conformance with the Comprehensive Permit, including without limitation, amending each Unit Owners' percentage interest in accordance with Chapter 183A; each Unit Owner, his or her successor, assigns and mortgagees shall, by the acceptance and recording of his or her Unit Deed, irrevocably appoint the Declarant, his or her successors, assigns and mortgagees, as his or her attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this Section. The right to amend this Master Deed to add such additional phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of

- (i) three (3) years from the date of recording of this Master Deed, or such longer period of time up to four (4) additional years if so permitted by the Sudbury Board of Appeals;
- (ii) the recording of an instrument with the Middlesex County Southern District Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phases; or
- (iii) the recording of the amendment adding the last phase (or subphase in the last phase) by which all Units to which the Declarant is entitled will thereupon have been added to the Condominium. The documents that will be recorded to add each additional phase will be an amendment to this Master Deed made under the provisions of this Master Deed, and an "as built" plan of the Units that are part of such subsequent phase.

IV. There shall be no amendments to the provisions of this Master Deed regarding or relating to the Affordable Units without the prior approval of the Sudbury Zoning Board of Appeals. The provisions of this subsection IV shall not apply to amendments pursuant to subparagraph III above.

- V. No amendment to this Master Deed shall be effective until recorded in the Middlesex County Southern District Registry of Deeds.

Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed, the Condominium Trust and the Comprehensive Permit without the consent of any other Unit Owners or their mortgagees, the Sudbury Zoning Board of Appeals or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or comply with the terms and provisions of the Comprehensive Permit or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency, defect or omission.

In addition to the requirements herein set forth and in accordance with the Comprehensive Permit, the Master Deed, Declaration of Trust and Bylaws thereto, and the Rules and Regulations shall not be amended in a manner which affects the Affordable Units without the approval of the Sudbury Zoning Board of Appeals.

(I) Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the Landham Crossing Condominium Trust under Declaration of Trust of even date, to be recorded herewith ("Condominium Trust"). Pursuant to the provisions of Chapter 325 of the Acts of 1987, the address of the Trust is 30 Turnpike Road, Suite 8, Southborough, Massachusetts 01772. After the expiration of the term of the Initial Board, the address of the Trust will be the Landham Crossing Condominium Trust, 192 Boston Post Road, Sudbury, Massachusetts 01776. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his or her percentage of undivided interest in the Common Areas and Facilities as established by this Master Deed.

The name, address and term of office of the Trustee of said Trust is as follows:

Landham Crossing LLC
30 Turnpike Road
Suite 8
Southborough, Massachusetts 01772

Term: As set forth in Section III of the Declaration of Trust of the Landham Crossing Condominium Trust.

The Trustee has enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are

set forth in the Declaration of Trust which is recorded herewith.

(J) Name of Condominium

The Condominium hereby established shall be known as "Landham Crossing Condominium."

(K) Encroachments

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the buildings; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the Common Areas and Facilities or any part thereof made pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the buildings stand.

(L) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities located in the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the buildings.

(M) Creation of Duplex Units

In the event that at any time, or from time to time, two (2) or more contiguously located market rate Units (whether such Units are contiguous vertically or horizontally) are in common Ownership and if the Owner of such market rate Units (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- I. The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his or her intention to physically connect such Units, and such notice shall be accompanied by (A) a plan drawn by an architect registered in Massachusetts, showing the work that the Duplex Owner proposes to perform; and (B) a written statement

by such registered architect that such work will not impair the structural integrity of the buildings; and (C) a written agreement under which the Duplex Owner obligates himself or herself to the other Unit Owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the buildings, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees of the Condominium Trust against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to, engage an architect to so advise them.)

- II.** No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the buildings, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of the Master Deed.
- III.** When the work is complete, the Duplex Owner shall notify in writing the Trustees of the Condominium Trust that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full. Such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the buildings. During such time as the Units are physically connected, the Duplex Owner and his or her successors-in-title to such Units shall have an easement for himself or herself and those lawfully occupying such Units, to pass and repass through the Common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of the Master Deed. In the event that at any time or from time to time two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then-Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement. This replacement will follow the procedure set forth hereinabove in this Section of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his or her Unit Deed, shall be deemed to have expressly assented to the provisions of this Section of this Master Deed.

(N) All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, agents, and occupants of Units and Parking Spaces shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the Bylaws thereto, the Rules and Regulations of the Condominium Trust and to the extent applicable, the Comprehensive Permit as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Schedule A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any Unit or Parking Space shall constitute an agreement that the provisions of this Master Deed, as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth in Schedule A hereto, and the Unit Deed, the Condominium Trust and the Bylaws and Rules and Regulations thereto, and to the extent applicable, the Comprehensive Permit, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, agent or occupant, and that all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit or Parking Space as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(O) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 33 of the Bylaws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

(P) Invalidity

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

(Q) Waiver

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

(R) Captions

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

(S) Undefined Terms

Any capitalized term which is not defined herein shall have the same meaning as set forth in Chapter 183A.

(T) Conflicts


This Master Deed is intended to comply with the requirements of Chapter 183A. If any of the provisions stated herein conflict with the provisions of said statute, the provisions of said statute shall control.

This Master Deed is intended to comply with the requirements of the Comprehensive Permit. If any of the provisions stated herein conflict with the provisions of the Comprehensive Permit, the provisions of the Comprehensive Permit shall control.

The Comprehensive Permit is intended to comply with the requirements of Chapter 183A. If any of the provisions stated in the Comprehensive Permit conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

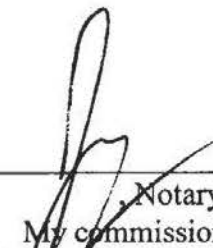
EXECUTED as an instrument under seal as of this 25th day of January, 2013.

Landham Crossing LLC

by 
Benjamin T. Stevens, Manager

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this 25th day of January, 2013 before me, the undersigned notary public, personally appeared the above-named Benjamin T. Stevens, proved to me through satisfactory evidence of identification, which were: personal knowledge, to be the person whose name is executed on the preceding or attached document, and acknowledged to me that he executed it voluntarily for its stated purpose as Manager of Landham Crossing LLC


_____, Notary Public
My commission expires:



Schedule A

DESCRIPTION OF LAND

The Condominium Land consists of the land situated in Sudbury, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

A certain parcel of land with the buildings thereon situated in South Sudbury, Middlesex County, Massachusetts, being shown as Lot No. 2 on a plan entitled "Plan of Property owned by Kristian S. & Edna M. Swanson, Sudbury, Mass.," dated October, 1928, by Hulme Engineering Service, recorded with Middlesex South District Deeds, Plan Book 415, Plan 42, bounded and described as follows:

SOUTHERLY	by the State Road, 586.14 feet, more or less;
WESTERLY	by Lot No. 1 on said plan, 1,042 feet, more or less;
NORTHERLY	by land of Walker, 415 feet, more or less;
EASTERLY	by land now or late of James E. Keating by 3 lines, a total of 888 feet, more or less by a stone wall as shown on said plan.

Containing 9.57 acres, as shown on said plan.

Excepting from the above described premises the land conveyed by Volena E. Brown to Herman P. Brown, et ux by deed recorded with Middlesex South District Deeds in Book 8739, Page 449 & 450

The Condominium Land is also shown on the Site Plan recorded herewith, and is subject to and has the benefit of the following rights, easements, covenants, obligations and restrictions:

1. Terms and provisions of the Sudbury Conservation Commission Order of Resource Area Delineation recorded with the Middlesex South Registry of Deeds in Book 56557, Page 393.
2. Terms and provisions of the Sudbury Conservation Commission Order of Conditions recorded with said Deeds in Book 59089, Page 24.
3. Terms and provisions of the Sudbury Zoning Board of Appeals Notice of Decision Comprehensive Permit recorded with said Deeds in Book 59125, Page 1.
4. Terms and provisions of the Regulatory Agreement recorded with said Deeds in Book 59125, Page 29. Easement to NSTAR Electric Company and Verizon

New England, Inc. recorded with the Middlesex County Southern District Registry of Deeds at Book 60850, Page 168

5. Easement to Comcast of Massachusetts III recorded with the Middlesex County Southern District Registry of Deeds at Book , Page (to be recorded)

For Declarant's title see instrument recorded with said Deeds at Book 59124, Page 591

Schedule B

DESCRIPTION OF BUILDINGS

There is one building on the land described in Schedule A to this Master Deed as Phase I. Said buildings are described as follows:

Building C

192 Boston Post Road, Building C contains two (2) stories with four (4) Units. The building is constructed principally of wood. The joists are wood. The exterior walls are precolored cement board siding. The windows are insulated double hung windows. The roof is asphalt shingle. The building is supported by a concrete spread footing foundation which also serves as the basement floor. The first floor contains portions of Units #8-11 and a garage for each Unit. The second floor contains portions of Units #8-11. Each Unit contains a basement.

Schedule C

DESCRIPTION OF UNITS

The Unit designation of each Unit, and statement of its location, post office address, approximate area, number and designation of rooms, and immediate Common Areas and Facilities to which it has access, are as set forth in this Schedule C (each Unit's proportionate interest in the Common Areas and Facilities of the Condominium are set forth in Schedule D):

Each Unit's location is as indicated on the Condominium Site Plan recorded herewith.

Key: BR=Bedroom, MBR=Master Bedroom, D= Dining Room, F=Family Room, K=Kitchen plus Breakfast Area, BA= Full Bathroom, MBA=Master Bathroom, ½BA= ½ Bathroom (Power Room), S= Study, G=Garage, L=Laundry Room, SR=Sun Room

8	192 Boston Post Road, Unit 8	3,501 ft ²	#8, MBR, BR, K, D, F, S, SR, F MBA, BA (2) ½ BA, L, G	Parking Space, Deck
9	192 Boston Post Road, Unit 9	2,376 ft ²	#6, MBR, BR, K, D, F, S, MBA, BA ½ BA, L, G	Parking Space, Deck
10	192 Boston Post Road, Unit 10	2,359 ft ²	#6, MBR, BR, K, D, F, S, MBA, BA ½ BA, L, G	Parking Space, Deck
11	192 Boston Post Road, Unit 11	3,505 ft ²	#8, MBR, BR, K, D, F, S, SR, F MBA, BA (2) ½ BA, L, G	Parking Space, Deck

NOTE 1: The Approximate Area in Square Feet in each case is measured from the exterior surface of the exterior walls of the structure without deduction for interior partitions, and to the middle of the common walls as the case may be. All finished basement areas and sun rooms are included within the Approximate Area in Square Feet described herein. With respect to the Approximate Area in Square feet of rooms containing cathedral ceilings and open foyers, square footage is calculated as follows: the gross floor area at the upper surface of the subflooring plus the floor area at 9' as if there was subflooring at that height (for example, a room with a 20' cathedral ceiling height, with a ground floor area of 400 square feet, would contain 800 square feet). Garages and unfinished basements are not included within the Approximate Area in Square Feet described herein

Note 2: Postal Address subject to change at discretion of Post Office or Town Engineer.

Schedule D**PROPORTIONATE INTEREST OF EACH UNIT IN THE COMMON AREAS AND FACILITIES EXPRESSED AS A PERCENTAGE**

Unit Designation at 192 Benton Post Road	Percentage Interest
Unit 8	33.0%
Unit 9	25.6%
Unit 10	8.4%
Unit 11	33.0%
TOTAL	100%

The Declarant reserves the right to change and revise the corresponding above percentage interests appertaining to the Units upon the completion of any subsequent phase, provided that such percentage interests as modified comply with Chapter 183A as amended. By acceptance of a Unit deed, each Unit Owner expressly assents to any such percentage interest change.

Consideration of the initial purchase price and resale restrictions is given to the Affordable Units in determining Percentage Interest.