


**MASTER DEED**
**CONCORD RIVERWALK CONDOMINIUM**

CONCORD RIVERWALK, LLC, a Massachusetts limited liability company (the "Declarant"), with a mailing address of 1631 Main Street, Concord, MA 01742, being the owner of the land in Concord, 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 now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (the "Property") to the provisions of Massachusetts General Laws Chapter 183A, as the same may be amended from time to time (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 Land defined herein may be increased by the addition of the parcels of land described in Article III hereof.

**ARTICLE I.**
**NAME OF THE CONDOMINIUM AND ORGANIZATION OF UNIT OWNERS**
**DECLARANT'S PHASING RIGHTS**

*Section 1.1: Name of Condominium.* The condominium is to be known as CONCORD RIVERWALK CONDOMINIUM (the "Condominium").

*Section 1.2: Organization of Unit Owners.* 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 **CONCORD RIVERWALK CONDOMINIUM TRUST** (the "Trust"). The **CONCORD RIVERWALK CONDOMINIUM TRUST** contains the By-Laws of the organization of Unit Owners (the "By-Laws") and the current rules and regulations of the Condominium (which, as amended, from time to time, as provided in the Trust are referred to herein as the "Rules and Regulations"). The name of the initial Trustee is: **Daniel J. Gainsboro.**

*Section 1.3: Condominium Phasing*

Section 1.3.1 Phase I. The Declarant plans to develop the Condominium as a phased condominium, each phase of which shall include one or more building(s) (the "Buildings") as may be described in this Master Deed and any amendment thereto and one or more common facilities or elements or combinations thereof. The Condominium shall initially be composed of Phase I, comprised of Units 3, 6, and 8 as described on the Site Plan Entitled: "Phase I Concord Riverwalk Condominium, Site Plan of Land in Concord, Massachusetts, Prepared by: Stamski and McNary, Inc., Dated: June 21, 2011, Scale 1" = 20' (the "Site Plan") and on the Floor Plans

prepared by Suzanne Rivitz, A.I.A., Dated: July 5, 2011, Scale: 1/8" = 1' (consisting of 3 sheets) and entitled:

Concord Riverwalk Unit 3 – 1635 Main Street, Concord, MA 01752  
 Concord Riverwalk Unit 6 – 1647 Main Street, Concord, MA 01752  
 Concord Riverwalk Unit 8 – 1649 Main Street, Concord, MA 01752

(the "Floor Plans"). The Declarant's intention is to add additional Phases, each of which shall consist of one or more buildings and a Community Building. If all contemplated Phases are added, the Condominium will consist of a total of thirteen (13) Units, the Community Building, garages and parking spaces appurtenant to the units and such other common areas and facilities as are shown on the Site Plan of the Condominium and on the Floor Plans and as may be constructed by the Declarant. Simultaneously with the recording of this Master Deed, there has been recorded the Site Plan (Exhibit "C") depicting the Buildings in Phase 1, and a set of Floor Plans (Exhibit "D") for the Buildings in Phase 1, showing the layout, location, Unit designations and dimensions of the Units, stating the designation of the Building, and bearing the verified statement of a registered surveyor, engineer or architect certifying that the plans fully and accurately depict the layout, location, Unit designations and dimensions of the Units, as built.

Section 1.3.2 Reservation of Phasing Rights The Declarant hereby reserves the right, easement and privilege, for itself and its successors and assigns, to construct on the Land one or more Additional Buildings and one or more Additional Units in future Phases and add the same hereafter to the Condominium pursuant to the provisions hereof (hereinafter sometimes referred to as Declarant's "Expansion Rights"). Such additional phases shall provide not more than thirteen (13) Units within the Condominium. Each unit included in the Condominium, whether in Phase 1 or in future phases pursuant to the terms hereof, shall be referred to as a "Unit" for the purposes of this Master Deed. Subsequently constructed Units are sometimes referred to in this Master Deed as "Additional Units." Buildings within Phase 1 of the Condominium shall be referred to as a "Building" or as "Buildings." Subsequently constructed and renovated buildings, including those buildings that contain Additional Units, as well as other buildings such as the Community Building are sometimes referred to in this Master Deed as "Additional Buildings." Any references herein to the Additional Buildings, Additional Units or the Common Elements to be included in the Condominium, shall be construed to relate to such Units, Buildings, and Common Elements and any Land not included in Phase 1 but thereafter included in the Condominium pursuant to the provisions of this Section.

The Land and Common Elements of the Condominium are hereby made subject to Declarant's aforesaid right, easement, and privilege. The Community Building, , trash collection and recycling facilities, as may be constructed on the Land and included in the Condominium, may be included as separate Phases or as part of a Phase in which an Additional Building with Additional Units is being included in the Condominium. The size, shape, configuration and location of Additional Buildings and the Additional Units are subject to change, in the sole discretion of the Declarant, prior to the inclusion of the Additional Buildings and Additional Units in the Condominium, provided however, that such additional Units and Buildings shall in all events conform to the requirements of the Special Permit set forth in Exhibit A-1 hereof.

Additional Buildings and Additional Units may be added by the Declarant to the Condominium at any one or more times, in any combination and order, in accordance with the provisions hereof. Any Additional Buildings included in the Condominium will be substantially as set forth in the Plans approved by the Town of Concord, as such permits and approvals may be amended from time to time. The quality of construction of any additional Single Family Detached-style buildings and units shall be consistent with the quality of construction of the Buildings in Phase I.

Such Additional Buildings and Additional Units shall, if constructed, become part of the Common Elements or Units of the Condominium as further described in Section 1.3.3 below. The second set of Garages, if constructed, shall, when included in the Condominium, be subject to exclusive easements for the benefit of a Unit Owner as designated by the Declarant (but the holder thereof shall always be a Unit Owner). With respect to Additional Buildings and the Additional Units, this Master Deed will be amended pursuant to said Section 6.2 at the time or times that such Additional Building(s) and Additional Units therein are included in the Condominium, and each such amendment shall be filed with the Registry of Deeds, together with a site plan showing the Phases(s) then being added in the Condominium and a set of floor plans of each such Additional Building(s) and Additional Unit(s), which conform to the requirements of G.L. ch. 183A.

The delivery and recording of this Master Deed is made expressly subject to, and Declarant does hereby reserve, the right and easement of the Declarant (a) to construct such Additional Buildings and Additional Units and other improvements on either the portions of the land that are not within Phase 1 and to undertake all activities on or in respect of the Land related thereto, including, without limitation, applying for all permits therefor, and the use and maintenance of construction equipment and facilities thereon and (b) to make Minor Adjustments as provided in Articles 4.2; the reservation of the foregoing right and easement being in no way intended to limit the rights and easements reserved to the Declarant under any of Article of this Master Deed. The rights and easements to which this Master Deed is subject or which the Declarant has reserved under the terms of this Master Deed, including, without limitation, the Phasing Rights described in this Master Deed, may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by an instrument in writing which makes specific reference to this Master Deed.

Section 1.3.3 Additional Phases Future Phases of the Condominium, if included therein, will consist of such part or all of the balance of the land shown described on Exhibit A and shown on Exhibit C which may be submitted to and incorporated into the Condominium, together with the buildings and improvements hereafter to be erected on any of such parcels, which may be included (but are not required to be included) in the Condominium as Additional Buildings and Additional Units. Nothing herein shall be construed to require the inclusion of any future Phase in this Condominium.

**ARTICLE II.**  
**DESCRIPTION OF THE CONDOMINIUM, LAND AND BUILDINGS**

*Section 2.1: General Description of Condominium* The Condominium, as currently contemplated, will consist of no more than thirteen (13) Units in multiple buildings and other improvements located on the Land. Units may consist of: (i) Single Family Detached Units (sometimes referred to herein as a 'Cottage'); (ii) Single Family Carriage House Units; (iii) two (2) Multifamily Units which shall consist of two units within a single building; and a (iv) Single Family Cape Cod Unit. The Condominium contains the common areas and facilities defined in Article IV as the "Common Elements" and "Common Areas." The Condominium also contains limited common areas which shall be referred to as Exclusive Use Areas ("EUAs") in this Master Deed in Article III.

*Section 2.2.3 Description of Land*

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Land") together with the buildings and improvements thereon.

The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending Three (3) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all buildings, for the purpose of (a) satisfying any special permit or variance requirement of the Town of Concord and (b) installing cable television and other lines for the transmission of electricity and communications and other utility lines serving the Units and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right (but not the obligation) to install such lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium buildings.

*Section 2.4: Description of Buildings*

There are presently three (3) Buildings of the Condominium: which consist of Units 3, 6, and 8. The Buildings are described on Exhibit D (floor plans) and Exhibit C (Site Plan) which are attached hereto and are hereby incorporated herein by reference and made a part hereof. Each Building consists of one (1) Unit. Each Building which contains a proposed Carriage House Unit also contain four (4) Garages which shall be Common Elements subject to the Exclusive Use of those Units set forth on Exhibit B. The structure which supports the Terrace, as shown on the

Site Plan, contains two (2) Garages which shall be Common Elements subject to the Exclusive Use of those Units set forth on Exhibit B. As of the date of this Master Deed, the buildings (or portions thereof with respect to the 'Carriage House' Units) containing potential Units 1, 2, 4, 5, 7, 9, 10, 11, 12 and 13 shall not be deemed to be a part of the Condominium and shall not be deemed subject to the provisions of G.L. ch. 183A unless and until a phasing amendment, as described in this Master Deed, is duly recorded. Any reference to a 'Carriage House Unit' in the Master Deed shall be deemed to mean a 'Proposed Carriage House Unit' which may be added to the Condominium by means of an Amendment to this Master Deed.

### **ARTICLE III.**

#### **DESCRIPTION OF UNITS AND THEIR BOUNDARIES**

*Section 3.1: Description of the Units* With respect to Phase 1, the designation of each Unit and a statement of its location, approximate area, number of rooms, the immediate Common Elements to which it has access, and its proportionate interest in the Common Elements are set forth on Exhibit "B" which is attached hereto and made a part hereof. The Units in Phase 1 are shown on the Site Plan (Exhibit "C") and Floor Plans (Exhibit "D"). With respect to subsequent Phases, such information shall be set forth in Amendments to the Master Deed pursuant to which such Phase is included in the Condominium, and such Amendment shall also set forth any variation with respect to the boundaries of a Unit or Units in such phase(s) from the Unit boundaries as they are described herein.

Subject to the requirements of the Special Permit issued by the Town of Concord and described on Exhibit A-1, the Declarant reserves the easement and right to change the number, size, location, and configuration of Units in future phases of the Condominium, at any time and from time to time as set forth in Section 1.3 hereof.

*Section 3.2: Boundaries of the Units* Each Single Family Detached Unit shall be a single family, free-standing house, and to that end, the boundaries of each of the Single Family Detached Units with respect to the floors, ceilings, walls, doors and windows, and porches and decks thereof are as follows:

Lower Boundary and Floors: The plane of the lower surface of the lowest floor of the Unit or of the crawl space or basement floor, as applicable;

Upper Boundary: The plane of the exterior surface of the roofing shingles;

Exterior Walls, Doors and Windows: The plane of the exterior surface of the siding, sheathing, or other exterior surface; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and/or screen of the window frames and as to the Decks and Porches, all of the vertical and horizontal framing, exterior sheathing, handrails, stairs, decking and other components;

Each proposed Carriage House Unit shall consist of a single dwelling unit which shall be constructed above a Common Element containing four Garages. The portion of each such

Building containing the Garages shall be subject to the exclusive rights of the owners of Units as set forth in Exhibit "B" and the obligations of such Unit Owners to use and maintain the garages as set forth in this Master Deed. To that end, the boundaries of the proposed Carriage House Unit(s) with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

Floors: The plane of the upper surface of the floor joists.

Ceilings: The plane of the surface of the roof joists facing the interior of the unit.

Walls: As to all units: The plane of the surface of the wall studs facing the interior of the unit.

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.

Doors and Windows: as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and/or screen of the window frames.

The exterior porches, decks and other exterior elements which are proposed to exclusively serve a Carriage House Unit as may be shown on an amended site plan and floor plan shall be common elements which shall be subject to the exclusive right of use and occupancy (and the exclusive obligation of maintenance as set forth in the Condominium Trust) as may be described in an Amendment to this Master Deed.

No Unit Owner shall paint, decorate, or in any way alter or change an exterior door, door frame, window or window frame, front porch element, roof, or exterior sheathing or surface (collectively the "Exterior Architectural Elements") of any Unit. The maintenance, repair and replacement of the Exterior Architectural Elements shall be performed by the Trust at the expense of the Unit Owner and shall be assessed as an Additional Unit Charge as set forth in the Concord Riverwalk Condominium Trust to be recorded herewith.

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building other than temporary and decorative seasonal greetings, welcome signs, un-lit decorations, flowers, or other personal, nonstructural ornamentation, customary seasonal ornamentation, and plantings (which plantings shall be undertaken pursuant to the Design Review Guidelines and Approval Process). Unit Owners may place electrically-lit seasonal displays provided that the same shall not cause a nuisance and the same shall be extinguished after 10 PM on a nightly basis.

The Owners of each Unit shall be responsible for the repair and replacement of all broken glass in windows and doors which serve that Unit.

**Section 3.3 Heating, Air Conditioning, Utilities** Each Single Family Detached Unit and each proposed Carriage House Unit is heated by means of a separate heating, ventilating and air conditioning system (the "Unit HVAC System"), all portions of which, whether located within or without the Unit, are a part of the Unit which it serves. Each Unit includes the ownership of all utility facilities (including but not limited to electric service and hot water heater) for the exclusive use of said Unit and which exclusively serves the Unit. Each Unit shall

have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through or under the Common Areas and Facilities of the Condominium.

Each Single Family Detached Unit and proposed Carriage House Unit shall be responsible for: (a) the cost of heating and cooling the Unit, (b) the cost of electricity, and/or other fuel, and the maintenance, operation, repair, and replacement of the Unit HVAC System, including all portions of the same whether located within or without the Unit; (c) the maintenance, operation, repair, and replacement of the hot water heater in the Unit, and (d) all pipes, wires, controls, conduits, and equipment appurtenant to the Unit HVAC System, whether located within or without the Unit. Each Unit shall be kept heated to a temperature of not less than 50° F to avoid the possibility that pipes will freeze. No unit may be heated or cooled and no hot water heater may be operated by natural gas or propane fuel.

The Trustees of the Trust shall be responsible for the maintenance, operation, repair and replacement of the heating and cooling systems that serve areas of the Condominium other than Units (the Common HVAC system), if any, including any such system in the Common Building and the Garages.

Section 3.4 Exclusive Use Areas Each Single Family Detached Unit shall have as Limited Common Area appurtenant thereto the walkways and the Exclusive Gardening Areas which serve and are appurtenant to the Unit as shown on the Site Plan ("Exhibit C"). Each such Limited Common Area is referred to herein as an "Exclusive Use Area" or "EUA." Each Unit shall have as appurtenant to it the right to use the Common Areas and Facilities, as described in Article IV hereof, in common with the other Units in the Condominium, except for the EUAs which are reserved for the exclusive use of the Units to which such EUAs appertain. Subject to the limitations set forth in this Section and in the Design Review Guidelines and Approval Process set forth on Exhibit E, a Unit Owner may make Minor Alterations within and to such Unit's Exclusive Use Areas.

The following shall be strictly prohibited within the Exclusive Use Area appurtenant to a Unit: in-ground or above-ground swimming pools, hot tubs, whirlpool and Jacuzzi tubs, trailers, campers, tents, portable storage units, propane or other fuel tanks (except a small tank related to a barbeque grill which shall be permitted), sheds, swing sets, playground equipment, boats, and the like. In addition, the storage of large items other than items for the personal and residential use of the Unit Owner shall be strictly prohibited. The use by a Unit of such Exclusive Use Area shall be subject to the rules and regulations of the Trust as set forth in said Trust and as they may be amended from time to time.

Section 3.4.1 Decks and Front Porches The Single Family Detached Units have direct access to a Front Porch (and certain Units to a Deck) which shall be located on the Floor Plans and Site Plan. Each proposed Carriage House Unit shall have direct access to a Deck as may be shown on the Floor Plans and Site Plan. The Decks and Front Porches shall not be permanently enclosed or used as rooms; however, screens, shades or other nonstructural devices to permit outdoor use of a deck shall be permitted after submission of the same to the Design Review

Guidelines and Approval Process as set forth in Exhibit E. The responsibility of ordinary maintenance and minor repair of a Unit's Deck and Front Porch shall be that of the Unit to which such Deck and Front Porch is a part or is appurtenant. Structural maintenance, major repairs and replacement of the Decks and Front Porches shall be accomplished pursuant to Section 5.3(A)(1)(a) of Article V by the Trust. Unit Owners shall maintain their Deck and Front Porch in a neat and orderly condition at all times.

The owners of each Single Family Detached Unit shall be responsible for landscaping and maintenance of the Exclusive Gardening Area appurtenant to their Unit, provided however, that in the event that the Exclusive Garden Area is not maintained according to the standards of the Concord Riverwalk Design Review Guidelines, the Trust may cause the Owner's Exclusive Gardening Areas to be maintained by an independent contractor and the cost thereof shall be assessed to the Unit Owner. The costs and assessments related to the maintenance of the Unit's Exclusive Garden Area shall be deemed to be an Additional Unit Charge and shall be assessed against the Unit pursuant to Section 5.3 of the Condominium Trust.

Section 3.4.2 Maintenance Easement Area Each Single Family Detached Unit shall have direct or indirect access to one or more Maintenance Easement Areas which shall be located on the Site Plan as EUAs appurtenant to the Unit. The Unit may use its Maintenance Easement Area for the limited purpose of performing maintenance and alterations to the Unit as permitted pursuant to the terms of this Master Deed and for inspectional purposes. In addition to the foregoing, if a Unit is in need of major repairs or maintenance such as painting or re-siding and additional space beyond the Maintenance Easement Area is necessary to effectively complete such repairs or maintenance, then the Unit (or his or her agents or contractors) making such repairs (the "Maintaining Unit Owner") may also have such access to the adjacent Unit's Exclusive Use Area, Exclusive Gardening Area or to the adjacent Common Elements, as reasonably necessary to accomplish the work. Any such access shall at all times be achieved in a manner requiring the least impact to said adjacent property and furthermore, any disturbance to any improvements, landscaping, grass or other areas of the adjacent property shall be restored by the Maintaining Unit Owner to its condition immediately preceding the work. In the event of any dispute involving this provision, any Unit Owner directly affected by such work may submit the dispute to the Trustees for resolution pursuant to Article IX (Dispute Resolution) of the Trust.

Any Unit that has an Exclusive Use Area that abuts a Maintenance Easement Area of another unit, shall have a limited right to reasonably maintain said Maintenance Easement Area in a manner that is aesthetically consistent with the Exclusive Use Area for such Unit, provided that such limited maintenance does not interfere with the abutting owner's rights set forth in the immediately preceding paragraph. Such reasonable maintenance shall include, but is not limited to, weeding, pruning, and other work related to maintenance of a garden on such Unit Owner's own Exclusive Use Area and which at all times shall be consistent with the Design Review Guidelines set forth in Exhibit "E."

Section 3.5: Unit Appurtenant Rights There is appurtenant to each Unit the following:



Section 3.5.1 The percentage of interest of the respective Units in the Common Elements and in the Trust as set forth in Exhibit B of this Master Deed.

Section 3.5.2 The right to use, in common with other Units, the Common Open Space, the walkways, paths, driveways, stairways, patios, Community Building and Community Garden, when and if the same are constructed and added to the Condominium, the parking areas (subject however, to the Exclusive Rights set forth in this Master Deed), the common refuse and recycling storage areas and such Recreational Facilities, as may be a part of the Condominium. All such use shall be subject to any Rules and Regulations or restrictions on the use of such Facilities, including any provided for herein or in the Trust, or as shall be provided for by the Trustees of the Trust from time to time.

Section 3.5.3 Open Air Parking Spaces and Garages Each Unit shall have the exclusive right and easement to use the Open Air Parking Space and Garage appurtenant to such Unit as set forth on Exhibit "B" hereof, together with the right to gain access to and egress from such Open Air Parking Space and Garage through the driveways and related appurtenances set forth on Exhibit "D" hereof. Except for the areas designated for parking of motor vehicles on the Site Plan (Exhibit "C"), there shall be no parking of motor vehicles in or on said driveways or appurtenance nor shall there be any other use of said driveways if such parking or other use results in an encroachment onto the Common Elements by a parked motor vehicle or other object that would impede foot traffic along the foot paths or vehicular traffic along the driveways within the Condominium. The parking spaces and garages are designed to accommodate passenger vehicles. To that end, and pursuant to the Rules and Regulations, the parking spaces and garages shall not be used to park commercial vehicles, motor homes and recreational vehicles, sport utility vehicles and trucks used as a passenger vehicle larger than 195" long and 74" wide. The Garages may be used for the storage of the Unit Owners' goods, provided that such storage shall not cause a nuisance nor shall the owner store or maintain any hazardous or inflammable goods or materials in these areas.

The Unit Owner entitled to the exclusive use of a Garage shall not separately convey such rights, provided however, that such Unit Owner may lease or license such Garage but only to the owners or occupants of another Unit of the Condominium. The term of any such lease shall not be for a period of greater than 12 months. The Unit Owner entitled to the exclusive use of a Garage shall utilize any automatic garage door opener serving such Garage in a manner that does not cause a nuisance to any other Unit. The Trust shall be responsible for the maintenance, repair and replacement of the garage doors and motor and facilities related to the garage doors.

The costs of such maintenance repair and replacement shall be assessed against the Owner whose Unit has exclusive rights to such Garage as an Additional Unit Charge.

Section 3.5.4: Mutual Easements There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within, over or under each Unit. 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, over or under any of the other Units and serving such 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 or under such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and maintain, repair or replace the Common Elements contained thereon or elsewhere in the buildings. With respect to cable or other television ("TV") cables and equipment, the foregoing shall be subject to the exclusions and reservations set forth in Section 3.5.5, below.

*Section 3.5.5: Encroachments* 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.

*Section 3.5.6: Reservation of Rights by Declarant* Notwithstanding any other provisions hereof, the Declarant reserves the rights to: grant easements for the installation of any TV cable, and other telecommunications equipment related to any TV system or other data or intelligence transmission system serving the Condominium and any future Phase; to sell, assign, lease, license, or otherwise transfer the rights to such cables and equipment to any third party provider of such service; and to sell, assign, lease, license or otherwise transfer the rights to such cables or equipment to any person or entity affiliated with the Declarant, provided such person or entity provides service to the Condominium at rates reasonably competitive with other providers in the Concord, MA area for comparable service.

*Section 3.5.7: Regulation of Satellite Dishes and Antennas* Notwithstanding any other provision hereof, any Unit Owner wishing to install a satellite dish, radio or television antenna or similar transmission and/or reception device shall obtain the Trustees' prior written permission for such installation. The Trustees have the right to refuse such installation if the same exceeds the standards set by applicable law or regulation and to regulate the placement of such devices to the extent allowed by applicable law. The Trustees may require any such installation to be screened by vegetation as may reasonably necessary balance the aesthetic goals of the Condominium as set forth in the Design Review Guidelines and the legal rights of a Unit Owner to obtain service through such telecommunications device.

*Section 3.5.8: Regulation of Rooftop Photovoltaic Panels and Facilities* Notwithstanding any other provision hereof, any Unit Owner wishing to install a Rooftop Photovoltaic Panel(s) and Related Facility (or such other device as may be designed to utilize sunlight as a means of collecting energy and/or generating electricity) shall obtain the Trustee's prior written assent for such installation. The Trustees shall approve such installation provided the installation conforms to the Design Review Guidelines set forth in Exhibit E and such

Panel(s) and Related Facility is installed pursuant to and with the benefit of all required government permits and approvals.

**ARTICLE IV.**  
**DESCRIPTION OF THE COMMON ELEMENTS**

*Section 4.1: Common Elements* The common areas and facilities of the Condominium (the "Common Elements") consist of:

The Land which constitutes Phase 1 of the Condominium as depicted on the Site Plan (Exhibit "C") and all portions of any facilities then part of the Condominium including but not limited to those facilities and any rights related to such facilities reserved to the Declarant in this Master Deed, and not included in any Unit by virtue of Article III hereof, including, without limitation, the following

- (1) The stairways, gutters, downspouts, mailboxes and other improvements including railings, exterior steps and exterior lighting fixtures exclusive of the portions of such improvements that are included within a Unit as described in Article III hereof or in Exhibit C or as described in any Amendment of the Master Deed by which a Unit is included in or added to the Master Deed;
- (2) The walkways, steps, parking spaces and driveways, the common and exclusive use gardening areas, the Community Garden, the Central Arcade Area, subject to the easements for the exclusive use of such areas granted to a Unit to the extent provided in Article III;
- (3) The Garages, which are subject to the easements for exclusive use of such areas provided for in Article III and subject to the provisions of Article V hereof;
- (4) Installations of central services, such as power, light, telephone, gas and water including all equipment attendant thereto (but specifically excluding such equipment exclusively servicing a Single Family Detached Unit or a Carriage House which shall be a part of such Unit);
- (5) The common wastewater treatment system, including but not limited to the common wastewater tank, distribution box(es), leaching field(s), the pump and related electrical equipment and such other wastewater treatment as may be depicted in the permits granted by the Town of Concord (collectively the "On-Site Wastewater Treatment Facility"). This common element shall not include the 'building sewer' pipe which extends from a Single Family Detached Unit to the common service line, but shall include such common service line. The operation and maintenance of the On-Site Wastewater Treatment Facility shall be accomplished by the Trust and the costs of such operation and maintenance shall be borne solely by those Units connected to the On-Site Treatment Facility

(6) The drainage and stormwater system, including but not limited to, the detention basin, swales, pipes, culverts, catch basins, sediment forebays and other stormwater facilities shown on the Site Plan (collectively the "Stormwater Management System"). The operation and maintenance of the Stormwater Management System shall be accomplished by the Trust and the costs of such operation and maintenance shall be borne by all of the Unit Owners.

(7) All conduits, chutes, ducts, plumbing, wiring, chimneys, tanks and other facilities for the furnishing of utility services (except for the building sewer pipe described in subsection (5) above) which are not contained in the Buildings, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained;

(8) The active and passive recreational facilities, if any; provided, however, that the use of the Community Building shall be subject to the Rules and Regulations of the Condominium;

(9) All other lawns, gardens, roads, walks, pathways, and other improved or unimproved areas not within the Units, provided however, that each Unit shall have an easement for the exclusive use of one Open Air Parking Space as set forth in Exhibit "B" and provided further, that each Single Family Detached Unit shall have a non-exclusive easement for the limited use of its Maintenance Easement Area and for the exclusive use of its Exclusive Use Areas, all as provided in Article III hereof.

(10) Such additional Common Elements as may be defined in the Act;

(11) 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 (i) such exclusive and non-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; (ii) the rights and easements reserved to the Declarant under this Master Deed or otherwise permitted by law and (iii) rights of the Trustees to grant easements (including but not limited to exclusive use easements of limited common areas) pursuant to the Act.

(12) Each Unit Owner shall be entitled to an undivided interest in the Common Elements in the percentages as provided in Exhibit "B", as the same may be amended in the event that the Declarant elects to add additional phases to the Condominium; and

(13) All easement rights (if any) located outside of the Land as described herein or granted hereafter pursuant to the terms hereof or of the then applicable provisions of the Act;

*Section 4.2: Reservation of Rights by Declarant*

(1) *Additional Parking:* Any Open Air Parking Space not designated as appurtenant to a Unit as provided under Article III and in Exhibit "B" or otherwise assigned as provided herein shall be available for occasional use by the Declarant, Declarant's agents, contractors and employees, and all occupants of Units and their guests. Such use is subject to and shall be in accordance with the provisions of this Master Deed, the By-Laws of the Trust and the Rules and Regulations promulgated thereunder;

(2) *Minor Adjustments:* Notwithstanding the foregoing provisions of this Article IV, the Declarant, for a period of five (5) years, reserves from the Common Elements established under this Master Deed or any Amendment to this Master Deed, the portions of the Land adjacent to any building or the portion of any building (other than the portions thereof within a Unit conveyed to a Unit Owner), as may be applicable, within the Minor Adjustment Area further defined herein to do any of the following ("Minor Adjustments"): to add porches or patios and decks, to modify a foundation of a building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic or basement space into a Unit and to undertake other similar activities; provided, however, that the foregoing reservation may not be exercised so as to result in their being more than thirteen (13) units in the Condominium nor shall such modifications result in a total of more than 18 bedrooms in all of the Units of the Condominium in those portions of the condominium served by the On-Site Wastewater Treatment Facility.

If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, in the case of Phase 1, within five (5) years after the recording of the Master Deed, and in the case of future Phases, within five (5) years after the recording of the Amendment to the Master Deed pursuant to which such future Phase is included within the Condominium. No such Minor Adjustment shall take effect until an Amendment to the Master Deed is recorded with a revised Phase Plan depicting the Minor Adjustments made and the changes in the dimensions of any Unit resulting therefrom; such Amendment to the Master Deed shall reflect the new unit dimensions, appurtenances and EUAs, the Base for the purpose of determining the revised percentage interest of all of the then Units of the Condominium. For purposes of making such Minor Adjustments, such Amendments to the Master Deed shall be deemed "Special Amendments" pursuant to §6.3 of this Master Deed.

(3) *Access to Units, Exclusive Use Areas and Common Areas:* The Trustees and/or the Declarant shall have, and are hereby granted, the easement and right of access to or through each Unit and any area or facility, the exclusive or non-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 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 reasonably necessary, appropriate, or advisable to protect and preserve the Common Elements and the Units. The Trustees and/or the Declarant may, for the foregoing purposes, require each Unit Owner to deposit a key to each Unit with the Trustees and/or the Declarant. The Trustees shall give reasonable advanced notice to

the Unit Owner that such access shall be necessary, except in the case of emergencies, in which case, no notice shall be required.

Except as otherwise provided herein, the Declarant and/or the Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, parking areas (including the right to modify the size and configuration of the spaces therein and to re-stripe accordingly, provided that such does not materially affect any Unit Owner's use of a parking space assigned to them pursuant to the terms hereof), walkways, paths, utility and service lines and facilities, lawns, trees, plants and other landscaping 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.

**ARTICLE V.**  
**USE OF THE BUILDINGS, UNITS AND COMMON ELEMENTS**

*Section 5.1: Restrictions on Use* The following restrictions (a) shall be for the benefit of all the Unit Owners, and for the Trustees as the persons in charge of the Common Elements; (b) shall be enforceable solely by said Trustees; and (c) shall, insofar as permitted by law, be perpetual, and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof, and no Unit Owner shall be liable for any breach of the provisions of this Article V except such as occur during the period of his or her ownership of his or her Unit:

(1) Except as set forth herein, any and all Common Elements from time to time included in or serving the Condominium shall be used only for the private recreation and enjoyment of the Unit Owners and/or occupants of the Units and their families and guests, and shall not be used in a manner inconsistent with the terms hereof, the By-Laws of the Trust, and all Rules and Regulations promulgated pursuant thereto.

(2) The Units and the Common Elements of the Condominium shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees, no such Unit shall be used for any purpose other than for residential purposes as a dwelling for one (1) family (which shall be defined to include, but not be limited to, the Unit Owners and all children and/or parents of the Unit Owners) or for no more than two (2) unrelated persons, provided that nothing contained herein shall (i) prohibit any Unit Owner from having temporary guests, and provided further that said Trustees shall have the right, in the event the Trustees shall, at a duly noticed hearing and with notice to the affected Unit Owners determine that the occupancy of a Unit shall be the cause of a nuisance, to regulate the maximum number of occupants of any Unit or (ii) prohibit a person residing in any such Unit from using the same for his or her home office, personal business or professional use but such Unit shall not be used as a place for service to customers, clients or patients while such customers, clients or patients are present on the premises. The provisions of this paragraph shall not be applicable to the rights of Declarant.

(3) The Units shall be subject to the further restriction that, unless otherwise approved in writing by the Trustees, no such Unit shall be rented, let, leased, or licensed for use or occupancy by others than the Unit Owners thereof except for periods of at least six (6) months but not more than 12 months. The Trustees, in their discretion, may waive the restrictions on leasing in respect of any Unit permanently or for such periods of time or for such occupancies otherwise limited under this Article V as the Trustees may determine. In all instances, Units may only be so rented, let, leased or licensed to persons who have first been approved in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, religion, color, national origin, sex, age, ancestry or marital status, nor otherwise unlawfully or unreasonably withheld, nor delayed by more than ten (10) days. Notwithstanding such rental, letting, leasing or licensing, Unit Owners shall maintain electric and all other utility service (except telephone) in their Units in their own names. Those persons to whom such Units are rented, let, leased or licensed must comply with the Master Deed, Trust and Rules and Regulations established under the Trust. The provisions of this paragraph shall not be applicable to the rights of Declarant.

(4) 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 the Trustees may expressly approve in writing pursuant to the terms of this Master Deed and pursuant to the Design Review Guidelines, no awning, screen, visible 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 film or screen printed image, other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window. This paragraph shall not be applicable to the Declarant.

(5) No driveway providing access to a garage shall be blocked by an automobile or vehicles or equipment so as to prevent access by other vehicles to or from other garages or the Common Areas. Each garage shall be used and maintained at all times pursuant to the provisions of Section 3.5.3 hereof. Unit Owners may use the garage appurtenant to their Unit for storage, rental (however, only to other Unit Owners), or other uses consistent with the terms of this Master Deed and the Trust. The Trustees shall have the right of access to such Unit at any time to determine whether the garage is in compliance with this condition and if any such Unit Owner's garage is found not to be in compliance with these provisions, the Trustees shall have the right to remove such Unit Owner's automobile from the parking areas on site or alternatively, impose a charge for the improper use of the parking areas within the Condominium at such rates as the Trustees are authorized to charge under the Rules and Regulations; and any expenses incurred or charges levied in such connection shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to the Act.

(6) The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees. Further restrictions on the use and maintenance of the Buildings, Units and EUAs are as set forth in Exhibit "E" which is attached hereto and made a part hereof.

(7) Reservation of Rights by Declarant No use of the Common Elements and the Units other than is provided for hereunder may be made without the prior written consent of the Trustees of the Trust, provided that the Declarant may, until all of said Units in Phase 1 and any future Phases have been sold by the Declarant:

(a) Use of any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units or related purposes;

(b) Use any parking spaces (including, without limitation, those contained in the garages) except those belonging to a Unit Owner for parking of trucks, for storage, or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units or in connection with related purposes;

(c) Place on the exterior of or in the window of any unsold Units, a sign, plaque or communication in connection with the sale or leasing of Units owned by the Declarant and otherwise, place within the Common Elements such signage as the Declarant may consider to be appropriate signs advertising Units for sale or inspection;

(d) In the event there are unsold units, the Declarant shall have the right to lease such Units and shall have all of the other rights as owner of these unsold Units, as any Unit Owner. Notwithstanding the foregoing the time limitations for leases set forth in this Master Deed shall not apply to the Declarant.

(e) Proceed, together with its contractors and other appropriate personnel, to develop, renovate, repair and/or construct buildings, Units and facilities in connection with or relating to the Buildings, Additional Buildings, Recreational Facilities, or future Common Elements and exercise all rights and easements reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed. Such rights shall include, without limitation, the right to pass and repass over the Land, to use the Land to install and maintain construction trailers and temporary sale facilities and to use the Land for the transportation, storage and handling of materials and equipment and to connect with or add to utility facilities located in, upon or under the Land; and

(f) Use, and reserve to itself, the Community Building or other portions of the Common Elements and any parking spaces not assigned to Unit Owners, in connection with the construction, sale, management or leasing of Units or related purposes. The times and the manner in which Declarant uses the Community Building, parking spaces or other Common Element for such purposes shall be within the discretion of the Declarant.

Section 5.3: Alterations; Maintenance Obligations:

(A) Unit Owner's Maintenance Obligations:



(1) *Single Family Detached Unit Owners and Carriage House Unit Owners:*

- (a) The maintenance, repair and replacement of the Exterior Architectural Elements of a Single Family Detached Unit and a Carriage House Unit, including, without limitation, the exterior siding, roof, Front Porches and Decks, if any, all exterior doors and door frames, door hardware, and all window frames of a Single Family Detached Unit and a Carriage House Unit shall be performed by the Trust at the expense of the Unit Owner. The cost of such maintenance, repair and replacement shall be assessed as an Additional Unit Charge as set forth in the Condominium Trust recorded herewith.
- (b) To insure compliance with the foregoing, and as further provided for in the Trust, the Trustees may periodically engage an expert in the field of replacement reserve studies and physical maintenance (the "Maintenance Inspector") to inspect, evaluate and report on the condition of the Common Elements and the exterior of all Units. Based on such an inspection, the Maintenance Inspector shall issue a report to the Trustees outlining the specific maintenance items that he or she recommends be completed within the next 12 months and the anticipated maintenance areas that will need to be addressed within the next 36 months. The Trustees shall complete the recommended maintenance items for the common areas within 12 months from the date of receipt of such report. Each Single Family Unit Owner shall permit the recommended maintenance items for their Unit within 12 months from the date of receipt of such report. If the Single Family Unit Owner fails to permit the recommended maintenance items within the 12 months following receipt of such report, the Trustees shall complete such maintenance items within the next following 12 month period. The Trustees shall then charge such Unit Owner for the costs thereof, and the Unit Owner shall be liable for such costs as part of and in addition to such Owner's share of the Common Expenses. Until such charges are paid by such Unit Owner, the same shall constitute a lien against the Unit pursuant to the provisions of this paragraph and of Section 6 of the Act.
- (c) The repair and maintenance of any window glass in a Unit shall be the responsibility of the Owner of that Unit. Any broken glass shall be promptly repaired by the Owner of the Unit.
- (d) Unit Owners shall maintain their Front Porch and Deck, if any, in a neat and orderly condition at all times.
- (e) The following shall be a common expense: the maintenance, repair and replacement of the driveway and other parking areas appurtenant to a Single Family Detached Unit and a Carriage House Unit (including snow removal) and the maintenance, repair and replacement of the landscaping and walkways in front of each Single Family Unit from the street up to, but not including, the front exterior surface of such Unit (including all portions of the Exclusive Use Area for such Unit that extend to the right and left of the Unit located in front of the Unit, but specifically excluding any fences that separate the front yards from the side yards, all as determined Trust)

(2) General Maintenance Provisions for all Units

(a) Except as set forth in this Master Deed, the Unit Owner shall not make repairs or perform work to or within any Common Elements without the express written consent of the Trustees (or in such other manner as may be provided in the Trust); all maintenance, repairs or replacements shall be done in accordance with the By-Laws; and the Unit Owner 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.

(b) If a Unit Owner shall by misuse, negligence or willful acts cause damage to any Common Element, the Unit Owner shall be liable for the cost thereof as part of and in addition to such owner's share of the Common Expenses. If any Unit Owner shall fail or neglect so to maintain, repair or replace any facility or item as required herein, or if any Unit Owner shall fail to perform any other work or take any other action required under this Master Deed, the Trust, the By-Laws or the Rules and Regulations issued thereunder, the Trustees shall do so. The Trustees shall then charge such Unit Owner for the costs thereof, and the Unit Owner shall be liable for such costs as part of and in addition to such Owner's share of the Common Expenses. Until such charges are paid by such Unit Owner, the same shall constitute a lien against the Unit pursuant to the provisions of this paragraph and of Section 6 of the Act.

(c) The maintenance, alteration, repair and replacement obligations herein contained notwithstanding, the Trustees of the Trust may, in the exercise of their discretion, require other established levels of maintenance, repair and upkeep by the various Unit Owners with respect to those facilities and items which Unit Owners are required herein so to maintain, repair and replace. The Trustees also may reasonably regulate and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

(3) Minor Alterations of Units The Unit Owner of any Unit may at any time, and from time to time, make any Minor Alterations to his or her Unit without the prior consent of the Trustees provided that such minor modification shall not cause an increase in premium to the master insurance policy. In the event that such work materially increases the premium of the condominium master insurance policy, the Unit Owner shall make payment to the Trust of any additional premium related to such work. The Unit Owner shall provide a copy of any municipal permit obtained to undertake such Minor Alteration to the Trust.

(I) For the purposes of this Master Deed, the following shall not constitute a Minor Alteration:

(a) the change of the use and designation of any room or space within such Unit, provided however that such change of use or designation shall not result in a total of more than 18 bedrooms in all of the Units of the Condominium in those portions of the Condominium served by the On-Site Wastewater Treatment Facility, as required by the Town of Concord.

(b) the modification, removal or installation of interior non-bearing, non-structural walls lying wholly within such Unit; and

(c) interior decoration of a Unit, including but not limited to, interior draperies, curtains, screens, shades, color schemes, wall papering, installation of cabinetry, bookcases, storage units, and the like.

(II) The following procedures and requirements shall apply to all Minor Alterations performed by a Unit Owner other than the Declarant:

(a) All Minor Alterations must be completed by and at the sole and separate expense and responsibility of the Unit Owner making such Alterations.

(b) All Minor Alterations must be completed in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the Building to which such changes are made or any other building of the Condominium or any part of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the Common Elements by others entitled thereto.

(c) All Minor Alterations must be completed pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof (including without limitation, zoning, building, health, sanitation and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law).

(d) All Minor Alterations must be completed in accordance with plans and specifications there for which have been submitted to the Trustees pursuant to the Architectural Guidelines set forth in Exhibit "E" and approved in advance of any work being performed, which approval shall not be unreasonably withheld or delayed. If the Trustees fail to approve or disapprove the plans (stating reasons for such disapproval) within 30 days of the date that plans were submitted to them in accordance with this paragraph, the Trustees shall be deemed to have approved said plans. In the event of a dispute between Unit Owner and the Trustees relating to the review process set forth in this Section, the Unit Owner and Trustees shall submit the matter to dispute resolution pursuant to Article IX of the Condominium Trust.

(e) The Unit Owner performing such Minor Alterations shall be responsible for any damage to other Units or Common Elements caused by or attributable to the same or any work relating thereto.

(f) Such Unit Owner shall carry adequate and appropriate insurance relating to all such Minor Alterations (including any such insurance which may reasonably be required by the Trustees).

(4) Major Alterations of Units Any Unit Owner may make Major Alterations to his or her Unit at any time and from time to time, only with the express written consent of the Trustees, which consent shall be based upon compliance with the standards and procedures set forth herein.

(I) For the purposes of this Master Deed, the following shall constitute a Major Alteration:

(a) Any structural alteration to any Unit which is not deemed a Minor Alteration pursuant to Paragraph (3) above;

(b) any structural modification to any Unit's Exterior Architectural Elements.

(c) any modification to any Unit's Exclusive Use Easement Area that causes a material change in drainage to an adjacent Unit or to the Common Areas, provided however, that upon application and review by the Trustees and pursuant to the Design Review Guidelines and Approval Process, each Single Family Unit may install a rain gutter system.

(d) Any change to the architectural integrity of a Unit or other major component of the Exterior of a Unit which is visible from any land constituting a Common Element or an adjacent Unit (an "Exterior Modification"). The following are examples of changes which constitute an Exterior Modification (provided that they are visible from any land constituting a Common Element or an adjacent Unit): paint color; siding or any other exterior material; window fenestration; the style or design of the exterior doors; the style or design of the exterior lighting fixtures; the construction of or substantial modification to a deck, patio or porch; the addition of structural lawn ornaments or permanent decorative devices. The following are examples of changes that do not constitute an Exterior Modification: any change, addition, structure or landscaping not visible from any land constituting a Common Element or an adjacent Unit which does not cause a material change in the drainage to an adjacent Unit or the Common Elements; the addition of small non-permanent decorations on doors and windows such as holiday wreaths, seasonal greetings and welcome signs;

(2). The following procedures and requirements shall apply to all Major Alterations performed by a Unit Owner other than the Declarant:

(a) All plans and specifications for the proposed Major Alteration shall be submitted to the Trustees for approval prior to the commencement of any such work through the Design Review Guidelines and Approval Process set forth in Exhibit E, as it may be amended from time to time. The plans and specifications so submitted must include the following, unless waived by said sub-committee: (1) grading plans, (2) floor plans, (3) front, side and rear elevations, (4) detailed specifications and (5) a certification from a registered architect or engineer that the Unit and the building of which it is a part will be structurally sound upon completion of the anticipated modifications.

(b) The Trustees may accept or reject any such proposed Major Alteration, based upon compliance with the Design Review Guidelines and if such Alteration is visible from any adjacent unit, then the Trustees shall also take into consideration the comments of such adjacent unit owners when rendering their decision. In the event that the Trustees reject such proposed Major Alteration, the Trustees shall give notice thereof to the Unit Owner, stating the reasons there for including the specific Design Guidelines that were not followed.

(c) In the event that the Trustees approve said plans, all work shall be completed within 1 year from the date of such approval (1) by and at the sole and separate expense and responsibility of the Unit Owner making such modification, (2) in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the building or any of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the Common Elements by others entitled thereto, (3) pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof (including without limitation, zoning, building, health, sanitation and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law) and (4) in accordance with the approved plans and specifications.

(d) The Unit Owner performing such Major Alteration shall be responsible for any damage to other Units or Common Elements caused by or attributable to the Major Alteration or any work relating thereto. Such Unit Owner shall carry adequate and appropriate insurance relating to all such Major Alterations (including any such insurance which may reasonably be required by the Trustees).

(e) All expenses of the review process, including but not limited to the attorney's fees and engineering costs for the Trustees to review the plans and proposal, shall be paid by the Unit Owner.

(f) The cost of any increase in common expenses directly caused by or attributable to a Major Alteration, as such is determined by the Trustees in their sole discretion (including, without limitation, any increase in insurance premiums for the Condominium master policy or policies of insurance) shall be borne solely by the Unit Owner of the Unit so altered.

(g) All expenses relating to the filing of an amendment to this Master Deed to reflect the changes to a Unit as a result of a Major Alteration (if necessary or appropriate as determined by the Trustees in their sole discretion), including the attorney's fees of the Trustees, shall be paid by the Unit Owner.

(h) In the event of a dispute between Unit Owner and the Trustees relating to the Design Review Guidelines and Approval Process set forth in this Section, the Unit Owner and the Trustees shall submit the matter for dispute resolution pursuant to the provisions of Article IX of the Condominium Trust.

#### **ARTICLE VI. AMENDMENT OF MASTER DEED**

*Section 6.1: General Provisions* This Master Deed may be amended by vote of at least 75% in beneficial interest of all 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 75% in beneficial interest of all Unit Owners. Any amendment is subject to the following:

§6.1(A). Except with regard to an amendment by the Declarant as provided in Section 6.2 or Section 6.3 below or Article X, 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;

§6.1(B). Any Amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the Amendment has been approved by the requisite number of Unit Owners, first mortgagees and Trustees as may be set forth herein, is duly recorded in the Registry;

§6.1(C). No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

§6.1(D). Except with regard to the Declarant's Expansion Rights as described in Article I hereof and as provided in Section 6.2 of this Article or the completion of Minor Adjustments under Article IV hereof, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any

force or effect unless the same has been signed by all Unit Owners affected by such alteration and said instrument is recorded as an Amended Master Deed;

§6.1(E). 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. The alteration of the percentage interest of a Unit Owner in the Common Elements as permitted under this Master Deed shall not be treated as an event which impairs the security of any such mortgage;

§6.1(F). 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; and

§6.1(G). No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has fully exercised its Expansion Rights, unless the Declarant executes the instrument of amendment.

*Section 6.2: Reservation of Rights by Declarant* Notwithstanding the foregoing, each Unit Owner and all those taking title from or through such Unit Owner, including, without limitation, any mortgagees, by accepting delivery of or recording a deed to such Unit, acknowledges and consents to the Declarant's Expansion Rights (as referred to in Article I of this Master Deed) and shall be deemed irrevocably to consent to the following (and in respect of which no separate approval or consent shall be required from any of the Unit Owners):

At such times as construction of any of the Additional Buildings or Additional Units or Common Elements or Minor Adjustments (the "Additional Improvements") has been completed, the Declarant may, without the necessity of further consent from any Unit Owner or mortgagee, amend this Master Deed so as to subject any such Additional Improvements and/or any of the Land to the provisions of the Act. The foregoing amendment shall contain all of the particulars required by the Act. From and after the recording of such amendment, the Condominium shall include the Land and/or Additional Improvements added by such amendment and the Additional Units therein (if any) shall be subject to assessments and entitled to vote as provided in the Trust and the percentage interest of Unit Owners in the Common Elements shall be adjusted as provided in Article IX. All taxes and other assessments relating to any such Land and/or Additional Improvements must be paid or otherwise satisfactorily provided for by the Declarant prior to the inclusion of such Land and/or Additional Improvements in the Condominium. All intended improvements or Common Elements in any future Phase must be completed sufficiently for the certification of plans provided for in Section 8 of the Act prior to the Amendment of this Master Deed.

Each Unit Owner in the Condominium shall be treated as having constituted and appointed the Declarant the true and lawful attorney of such Unit Owner to execute, acknowledge, deliver and record any such amendments of the Master Deed and/or instruments,

such power of attorney shall be treated as being granted as coupled with an interest and irrevocable. In no event shall the Master Deed be amended by the Declarant so as to provide for more than 13 Units.

The Declarant reserves and shall have the rights, without the consent of any Unit Owner, pursuant to and in accordance with the provisions hereof: (a) to demolish existing improvements on the Land located outside of Phase 1 or any other Phase submitted to the provisions of the Act and otherwise develop, renovate and construct the Additional Improvements, including Additional Buildings and Additional Units to be included therein as hereinbefore set forth, and all roads, ways, utilities, the Recreational Facilities and other improvements and amenities pertaining thereto and (b) to grant easements on, across, under, over and/or through the Common Elements and facilities or any portion thereof which the Declarant deems necessary or convenient (i) in connection with the development, renovation, construction or use of the Land, the Additional Units and/or the Additional Building(s), or (ii) in connection with providing access to and egress from any condominium or other residential development constructed by Declarant or any affiliate of Declarant, or any unrelated third party on land adjacent to the Land which lacks adequate egress to a public way, provided that such easements shall connect such adjacent land to then existing roadways within the Condominium.

The foregoing reserved rights to amend the Master Deed and include the Land and/or Additional Improvements in the Condominium shall terminate and be of no further effect at the later of (a) three (3) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or Recreational Facilities, the construction of which is commenced within such three (3) year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium, or (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC.

Nothing herein shall be deemed to obligate the Declarant to commence or complete any such demolition, renovation or construction of Additional Units, Additional Buildings or Recreational Facilities, or other improvements on the Land of the Condominium.

The Declarant expressly reserves the right and easement and shall have the right to make such use of the portions of the Land otherwise within the Common Elements of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete such development, renovation and construction of any Additional Units, Additional Buildings and/or the Recreational Facilities or other improvements. Neither the Trustees of the Trust nor any Unit Owners shall interfere with the Declarant's activities on the Land, or the rights reserved to the Declarant pursuant to this Article, relating to any such development, renovation and construction of Additional Buildings Additional Units and/or the Recreational Facilities.



*Section 6.3: Special Amendments* 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:

§6.3(A). 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;

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

§6.3(C). To bring this Master Deed or the Trust into compliance with the Act;

§6.3(D). 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

§6.3(E). To make any other minor modifications, which shall be deemed to include the Minor Adjustments set forth in §4.2(2), additions or deletions to this Master Deed provided that such shall not materially or adversely impair the rights of Unit Owners or mortgagees hereunder.

§6.3(F). To modify, alter or amend the Design Review Guidelines and Approval Process set forth on Exhibit E attached hereto.

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 Sections 6.3(A) - 6.3(E) 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 (a) after three (3) years from the date of the Trust or (b) 120 days after 75% of the Units in all Phases of the Condominium have been delivered to Unit Owners, whichever is earlier. Notwithstanding the foregoing, the right of the Declarant to act pursuant to the rights reserved or granted under Section 7.3(F) shall not be so assigned to the Trustees and shall automatically expire upon the first annual meeting of the Unit Owners (a) after three (3) years from the date of the Trust or (b) 120 days after 75% of the Units in all Phases of the Condominium have been delivered to Unit Owners, whichever is earlier.

**ARTICLE VII.**  
**MORTGAGEE STATUS**

Notwithstanding anything in this Master Deed, the Trust or the By-Laws and Rules and Regulations promulgated pursuant thereto subject to any greater requirements set forth in the Act, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (the "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

*Section 7.1* In the event that the Unit Owners shall amend this Master Deed or the Trust and By-Laws and Rules and Regulations promulgated pursuant thereto 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:

§7.1(A). Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

§7.1(B). Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

§7.1(C). Sell or lease a Unit acquired by the First Mortgagee;

*Section 7.2.* Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Trust and By-Laws and its Rules and Regulations promulgated pursuant thereto;

*Section 7.3.* Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except to the extent required under the Act;

*Section 7.4.* Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements, and except for the reservation of the Declarant of its Expansion Rights as set forth in Article I hereof and the right to make Minor Adjustments as provided in Article IV and for other rights reserved under this Master Deed the prior written consent of the Unit Owners of the Units (other than the Declarant) to which at least seventy-five (75%) percent of the votes in the Trust are allocated and the approval of the First Mortgagees, which have mortgages on Units which have at least fifty-one (51%) percent of the votes of Unit Owners, shall be required to:

§7.4(A). By any act or omission, seek to abandon or terminate the Condominium;  
or

§7.4(B). Change the pro rata interest or obligations of any individual Unit for the purpose of:

§7.4(B)(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

§7.4(B)(2) determining the pro rata share or ownership of each Unit in the Common Elements except if the Declarant adds any future Phases as set forth above; or

§7.4(B)(3). partition or subdivide any Unit; or

§7.4(B)(4). by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that neither the granting of easements for public utilities or for other purposes consistent with this Master Deed and the intended use of the Common Elements nor the exercise of the Declarant's rights to make Minor Adjustments (as defined in Article IV hereof) shall be deemed an action for which prior consent of the Unit Owners or the First Mortgagees shall be required pursuant to this clause; or

§7.4(B)(5). use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than repair, replacement or reconstruction thereof; or

§7.4(B)(6). add or amend any material provisions of the Master Deed or the Trust or the Condominium which establish, provide for, govern or regulate any of the following:

§7.4(B)(6)(a) Voting rights;

§7.4(B)(6)(b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or subordination of such liens;

§7.4(B)(6)(c) Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);

§7.4(B)(6)(d) Responsibility for maintenance and repair of the several portions of the Condominium;

§7.4(B)(6)(e) Interests in or rights to use of the Common Elements;

§7.4(B)(6)(f) Boundaries of any Unit;

§7.4(B)(6)(g) Convertibility of Units into Common Elements or of Common Elements into Units;

§7.4(B)(6)(h) Expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the Condominium except for the exercise of the Declarant's Expansion Rights;

§7.4(B)(6)(i) Insurance or fidelity bonds;

§7.4(B)(6)(j) Leasing of Units;

§7.4(B)(6)(k) Imposing of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction;

§7.4(B)(6)(l) Restoration or repair of the Condominium after hazard damage or partial condemnation in a manner other than specified in this Master Deed and/or Trust;

§7.4(B)(6)(m) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

§7.4(B)(6)(n) Any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

*Section 7.5.* The provisions of §§7.4(B)(6)(a) - (n) above do not apply to amendments or termination of the Condominium as a result of destruction, damage, condemnation or to reallocation of interests in Common Elements pursuant to the incorporation of future Phases the Declarant's Expansion Rights or incorporation of Minor Adjustments under Article IV;

*Section 7.6.* Except as provided in connection with Minor Adjustments and the Declarant's Expansion Rights, nothing contained herein shall permit the percentage of the undivided interest of each Unit Owner in the Common Elements as expressed in this Master Deed to be altered without the consent of all Unit Owners, expressed in an amended Master Deed duly recorded;

*Section 7.7.* In addition, the prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property;

*Section 7.8.* Without limitation of the rights of Declarant under Article VI, if an amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made,

or otherwise as permitted by the Act. An affidavit by the Trust appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days, or otherwise making reference to any other appropriate provision of the Act, shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto;

*Section 7.9.* Consistent with the provisions of the Act, 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;

*Section 7.10.* In no event shall any provisions of this Master Deed or the Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements;

*Section 7.11.* Upon written request to the Trust, identifying the name and address of the First Mortgagee and the Unit number or address, any such First Mortgagee will be entitled to timely written notice of:

§7.11(A). 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;

§7.11(B). Any delinquency in the payment of assessments or charges owed by a Unit Owner subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;

§7.11(C). Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

§7.11(D). Any proposed action which would require the consent of a specified percentage of First Mortgagees;

*Section 7.12.* The Declarant intends that the provisions of this Article comply with the requirements of the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and all questions of compliance with such requirements shall be resolved consistent with that intention.

## **ARTICLE VIII.**

### **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, 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.

“Appurtenant Interests”, as used herein, shall include: (1) the undivided interest of a Unit Owner in the Common Elements; (2) 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; (3) the interest of such Unit Owner in any other assets of the Trust; and (4) exclusive rights of Unit Owners as provided in this Master Deed.

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 IX.**  
**DETERMINATION OF PERCENTAGE**  
**INTERESTS IN COMMON ELEMENTS**

Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit B annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those included in Phase 1.

From and after the inclusion(s) in this Condominium of Additional Building(s) or the completion of Minor Adjustments under Article IV, the percentages to which Units in Phase 1 are entitled shall be reduced accordingly, and the percentage to which Units in Phase 1, and in each Additional Building(s) to the Condominium subsequently included therein, shall at all times be in accordance with the provisions of the Act and distributed among the Units then included in the Condominium in accordance with the provisions of the Act as then applied to the Units.

Any Unit Owner (or any Mortgagee of any Unit Owner, if and only if written notice is given to the Declarant that such Mortgagee reserves its rights under this Article and such notice to the Declarant provides a specific address for the Mortgagee to which Declarant is to send all such future notices) aggrieved by any decision or action of the Declarant in the determination of the percentage interest for new Units and the related calculation or recalculation of the Unit Owner’s percentage interests in the Common Areas and Facilities of the Condominium (including any recalculation that is the result of a Minor Adjustment pursuant to Section 5.2(B) hereof) shall attempt to resolve such dispute pursuant to the provisions of Article IX of the Trust (dispute resolution). In the event that that the dispute is not so resolved, any such aggrieved person may, within thirty (30) days of receipt of a notice from the Declarant to the Unit Owners

of the decision or action of the Declarant to establish such new percentage interest in the Condominium, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than three (3) years' experience as an arbitrator. Any such notice shall be deemed adequate if delivered or mailed to each Unit Owner at their Unit. During said thirty day period any such aggrieved Unit Owner may also seek agreement with Declarant of a mutually acceptable determination of the percentage interest, and if such an agreement is reached a notice thereof shall be sent as described above to all other Unit Owners, who will then have the right of a Unit Owner to invoke arbitration as set forth above if they object to the newly agreed upon percentage interest. Within ten (10) days after notice of such appointment, the Declarant shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide such matters pursuant to the rules, regulations and procedures of the American Arbitration Association, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. Each party shall pay the full cost of its own arbitrator and half the cost of the third arbitrator. There shall be no more than one arbitration for any new phase of the condominium, and the arbitrators shall allow any then current Unit Owners to be heard or make a submission in such arbitration if any Unit Owners so wish.

## **ARTICLE X.**

### **UNITS SUBJECT TO MASTER DEED, UNIT DEED, AND TRUST**

*Section 10.1.* 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 V of this Master Deed, the Exhibits to this Master Deed, the Act and the Trust.

*Section 10.2.* 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 though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

*Section 10.3.* 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 of said Trust shall give rise to a cause of action by the Trust in the manner provided herein, which may be enforced in any manner permitted by law, including, without limitation, by court action for injunctive relief and/or damage.

*Section 10.4.* 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.

*Section 10.5.* 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 XI.**

### **ASSIGNMENT OF RIGHTS OF GRANTOR**

*Section 11.1: General Assignment Rights* 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.

#### *Section 11.2: Cross-Easements*

§11.1(A). The Declarant hereby reserves the right and easement, for itself, its successors and assigns, the right to use the roadways, walkways, utilities and drainage systems located on, in or under the Land, whether now existing or hereafter added to this Condominium, for all purposes for which such roadways, walkways, utilities and drainage systems are commonly used in the Town of Concord. Such rights are subject to, and shall not be exercised in any manner which unreasonably interferes with the rights of the Condominium to eliminate or relocate facilities thereon, to construct buildings thereon and to adopt restrictions, rules and regulations for the use thereof (provided such restrictions, rules and regulations apply equally to the Declarant, the Condominium and others entitled to the use thereof).

§11.1(B). In furtherance of the foregoing, the Declarant, its successors and assigns shall have the right to connect into and use all roads and walkways and to connect into, extend, lay and modify utility lines and services in connection therewith on the Land provided that no such connection, extension, laying or modification shall unreasonably interfere with the use of such land for the purposes then being used by the Condominium. In addition, Declarant shall have the right to use such Land to the extent reasonably necessary in order to facilitate any construction it undertakes on adjacent land. Promptly upon completion of the exercise of any of the rights pursuant to this Paragraph B, Declarant at its expense, shall restore such Land to its condition immediately prior to the exercise of such rights.



**ARTICLE XII.**  
**MISCELLANEOUS**

*Section 12.1: 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.

*Section 12.2: 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.

*Section 12.3: 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.

*Section 12.4: 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.

*Section 12.5: 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.

*Section 12.6: 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 7<sup>th</sup> day of July, 2011.

CONCORD RIVERWALK, LLC

By:

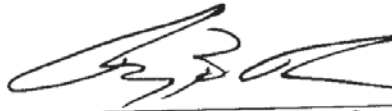
  
Daniel J. Gainsboro, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 7, 2011

On the 7 day of July, 2011, before me personally appeared the above-named Daniel J. Gainsboro, Manager as aforesaid and acknowledged the foregoing instrument to be the free act and deed in said capacity and the free act and deed of said Limited Liability Company, before me.



Notary Public *Philip R. Posner*  
My commission expires: *10-11-2013*

Exhibit "A"

The land in Concord, Middlesex County, Massachusetts shown as Parcel 2681-1 shown on a plan of land entitled "Plan of Land in Concord, Massachusetts, Scale 1" = 40', Dated: August 26, 2010, Stamski and McNary, Inc., 80 Harris Street, Acton, Massachusetts, Engineering - Planning - Surveying" and recorded on September 13, 2010 with the Middlesex South Registry of Deeds as Plan No. 650 of 2010 to which plan reference should be made for a more particular description of said parcel.

Said premises contain 164,441 square feet, more or less, according to said plan.

For title, see deed recorded with Middlesex South District Registry of Deeds herewith, and deed from John S. Damon to 1641 Main Street, LLC (n/k/a Concord Riverwalk, LLC) dated October 31, 2008 and recorded in Book 51862, Page 594.

Exhibit "A-1"

- Special Permit of the Town of Concord Zoning Board of Appeal recorded with Middlesex South District Registry of Deeds in Book 54720, Page 522.
- Order of Conditions of Concord Natural Resources Commission dated March 11, 2011 and recorded with said Deeds in Book 56706, Page 54.
- Easement to Comcast Massachusetts, III, Inc. recorded with said Deeds in Book 55784, Page 213.

The Declarant reserves the right and any purchaser or mortgagee of a Unit of the Condominium shall be deemed to agree and acknowledge that the conveyance of such Unit Deed and the undivided interest in the Land of the Condominium appurtenant to such Unit shall be subject to:

- (a) Easement to Town of Concord Municipal Light Department to recorded with said Deed
- (b) Easement to Verizon New England, Inc. to recorded with said Deeds and
- (c) a Conservation Restriction to be imposed on the portion of the Land labeled 'Conservation Restriction' on the Site Plan and that the Land of the Condominium shall be subject to a 'Trail Easement' also as shown on the Site Plan. The imposition of the Conservation Restriction and Trail Easement are conditions of the Special Permit of the Zoning Board of Appeal set forth herein.

A Unit Owner and Mortgagee shall by virtue of the conveyance and in consideration of the mutual agreements of the parties, grant to the Declarant a power of attorney coupled with an interest to convey such Easements and such Conservation Restriction and Trail Easement as set forth in this Exhibit.

Exhibit "B"

## B. Percentage of Interest of Units in the Common Elements for Phase I:

<u>PHASE I</u>				
<u>UNIT</u>	<u>STYLE</u>	<u>SQUARE FOOTAGE</u>	<u>%AGE INTEREST IN COMMON ELEMENTS*</u>	<u>GARAGE / OPEN AIR PARKING SPACE</u>
3	Cottage	1520	33 1/3 %	Garage D / Open F
6	Cottage	1284	33 1/3 %	Garage H / Open H
8	Cottage	1514	33 1/3%	Garage G / Open G

\* subject to change by phasing amendment

The immediately accessible common area shall be the Land of Condominium as shown on the Site Plan. Each units is constructed of a poured concrete foundation, wood frame, Hardie Fiber Cement Siding, Asphalt Shingle Roof and Trex trim, railing and decks

Exhibit "C"

SITE PLAN

Exhibit "D"

FLOOR PLANS

Exhibit E

Design Review Guidelines and Approval Process

Architectural Guidelines

FOR THE MODIFICATION AND REPAIR OF  
SINGLE FAMILY DETACHED UNITS and CAPE COD UNIT  
AND EXCLUSIVE USE AREAS

**GENERAL PURPOSE:**

It is the general purpose of these guidelines to insure that the Compact Community Design (CCD) Concept that serves as the underpinnings for CONCORD RIVERWALK is followed when contemplating any new construction or renovation of existing structures and common areas at CONCORD RIVERWALK as well as the ongoing maintenance, repair, and the aesthetic goals of the community. The design concept at CONCORD RIVERWALK seeks to introduce a balance between the needs of the pedestrian and the automobile and create streetscapes and architecture that encourage neighbors to interact with neighbor within a community that respects the rights of individual property owners while encouraging casual interaction among neighbors. The Design Guidelines seek to encourage the planting and active management by Unit Owners of gardens and other vegetation to maintain a visually attractive neighborhood.

**APPLICATION AND APPROVAL PROCEDURE**

All building and site plans shall be submitted to the CONCORD RIVERWALK Condominium Board of Trustees, The Trustees shall Review proposed changes to CONCORD RIVERWALK common areas or individual units based on conformity with these standards pursuant to section 7.3(F) of the Master Deed.

*The Developer retains the rights to adjust these standards at any time prior to conveying control of the Condominium Trust to the homeowners.*

**As to Minor Alterations:**

Plans and specifications for each Minor Alteration shall submitted by the Unit Owner performing such Minor alteration to the Trustees and approved in advance of any work being performed, pursuant to 5.3(A)(3) for the Master Deed.

**As to Major Alterations:**

Pursuant to 5.3(A)(4) of the Master Deed, the following shall be submitted to the Trustees for approval prior to the commencement of any such work, unless waived by the Trustees: (1) grading plans, (2) floor plans, (3) front, side and rear elevations, (4) detailed specifications and (5) a certification from a registered architect or engineer that the Unit and the Building of which it is a part will be structurally sound upon completion of the anticipated modifications.

The Trustees may accept or reject any such proposed Major Alteration, based upon compliance with these design standards and if such Alteration is visible from any adjacent unit, then the Trustees shall also take into consideration the comments of such adjacent unit owners when rendering their decision.

## **BUILDING RENOVATION AND MODIFICATIONS TO A SINGLE FAMILY DETACHED UNIT and CAPE COD UNIT**

### **General**

Any proposed repair, renovation of an existing Building or Unit shall be compatible and to the extent practical, similar in design detailing to the pre-existing structure and be compatible with the other Units in the Concord Riverwalk Condominium. All interior renovations, modifications, and repairs shall be accomplished at the sole cost of the Owners of the Unit. All exterior renovation, modifications and work which constitutes a Major Alteration shall be accomplished by the Trustees and assessed as an Additional Unit Charge against such Unit.

Any proposed renovation shall be accomplished in such a way as to minimize the impact to adjacent Units. Light, drainage, and proximity of adjacent structures shall all be considered by the Trustees in approving or disapproving any proposed work.

### **Exterior Materials**

#### **Siding:**

All siding shall be high performance materials similar in kind, texture and color to the pre-existing material used on the building.

#### **Trim:**

All trim is to be pine painted white and shall be of a width and thickness consistent with that used commonly throughout CONCORD RIVERWALK in similar applications.

### **Windows and Doors:**

All windows and exterior doors other than storm windows and doors (to the extent that they have glass in them to be divided lite. All glass to be clear and of similar kind, quality and performance to the preexisting windows.. Windows and doors must be of the same material predominantly used in the house being repaired or modified. All window openings shall be materially the same as the window openings specified by the Declarant's architect in connection with the original construction of the Concord Riverwalk Condominium.

### **Skylights:**

Skylights are not permitted to be installed in, on or above any Unit of the Condominium.

### **Chimneys**

Exterior Chimneys, and interior chimneys above the roof, if any, shall be clad in brick.

**Front Porches and Decks**

Unit owners may install non structural blinds or curtains to provide shade for the Front Porch appurtenant to the Unit. Unit owners may, after review by the Trustees, install nonstructural screens and awnings to provide shade and refuge from biting insects around and above the Deck appurtenant to the Unit. Such awning shall be installed in a manner that permits the awning to be retracted.

**Interior Modifications**

Unit Owners may make any modification to the interior of their Unit provided any changes which require a government permit are performed pursuant to such permit as evidenced by set of drawings created, stamped and filed as required by law and all provisions of the Master Deed and Condominium Trust, including but not limited to §5.4(D) of the Bylaws (Unit Owner Improvements) are complied with.

**Decorative Fences.**

For the purposes of these Design Guidelines Decorative, fences are defined as fences intended to visually distinguish and or separate one open space from another but not provide an opaque visual barrier. Decorative fences are permitted within an Exclusive use easement area and Exclusive Garden area no closer to than 1 foot from the delineated Exclusive Use Easement Area, as shown on the Site Plan The following Decorative fences are permitted: wooden or composite picket, wrought iron, or other similar (i.e. not solid) styles are permitted. Any such fence shall not exceed 4' in height and shall not result any material change to the drainage or have a material impact on the Stormwater Management System. Any such fence shall be painted in a shade of white that matches the trim of the front porches of each Detached Unit.

**GARDENS, LANDSCAPING AND OPEN SPACE****Materials**

All trees and shrubs shall be selected from the landscape standards as established by the Board of Trustees from time to time. Such trees and shrubs shall not materially extend onto or over the Exclusive Maintenance Area of an adjoining unit and shall be pruned, cut or otherwise maintained to so limit the natural growth of such trees and shrubs. Such trees and shrubs shall not materially change or impair the drainage between Units or the functioning of the Stormwater Management System or cause water to enter an adjoining Building or Unit. Unit Owners shall at all times be encouraged to plant annual and perennial plants, flowers, flowering trees, ivy and other climbing plants, vegetables and other plants and to install flower boxes and beds in the Unit's Exclusive Gardening Area and Exclusive Use Area, provided all such plantings shall not materially change or alter the drainage between Units or the functioning of the Stormwater Management System.

**Hard surfaces**

Patios, walkways, and other hard surfaces may be installed in the Unit's Exclusive Use Area and Exclusive Gardening Area and may be brick, granite, bluestone or slate mortared in place or set in stone dust or sand. Concrete unit pavers may be used provided they have a look and texture similar to one of the materials described above and must be submitted to the Trustees for review and approval. Concrete may be used on any walkway and maybe left natural if surfaced with an acrylic wearing surface compatible in look with one of the natural materials described above. Driveways and parking areas only may be surfaced in asphalt.

**MISCELLANEOUS**

**Materials**

All external building colors including doors and shutters shall be selected from the Trustees master list. Unit Owners may "touch up" bruised paint on the Exterior Architectural Elements but shall not, in general, paint or resurface any Exterior Architectural Element.

Exterior hardware to be solid brass, bronze or brushed chrome.

**General**

The Trustees shall establish reasonable rules and regulations governing the location and required visual screening of miscellaneous items which may detract from the overall use and enjoyment of CONCORD RIVERWALK. Examples of items whose location and character may be regulated are clothes lines, waste bins, and basketball hoops.

Air conditioning compressors, electric meters, and other utility service meters shall be screened by planting from all sidewalks and common areas.

**MEDIATION PROCEDURE**

Any dispute with respect to these Design Review Guidelines and Approval Process shall be submitted first to Mediation pursuant to Article IX of the Concord Riverwalk Condominium Trust.