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**MASTER DEED  
OF THE  
7-9 SAGE HILL CONDOMINIUM**

**SAGE HILL LLC**, being the sole owner of the land at Lot 1, 7-9 Sage Hill Road, Wayland, Middlesex County, Massachusetts, described in EXHIBIT A attached hereto, do hereby, by duly executing and registering this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby state that they propose to create, and do hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land:

A certain parcel of land with all improvements thereon situated at and now numbered 7-9 Sage Hill Road, Wayland, Middlesex County, Massachusetts, and further described more particularly on Exhibit A attached hereto:

2. Description of Building:

The description of the building (the "Building") comprising the Condominium, stating the number of stories, the number of Units, and the principal materials of which it is constructed is set forth in Exhibit B attached hereto and made a part hereof.

3. Description of Units:

The designation of each Condominium Unit (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities, are set forth on Exhibit C annexed hereto and made a part hereof, and as shown on the Plans of the Condominium to be registered herewith. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab.
- (b) Ceilings: The plane of the lower surface of the ceiling joists or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.

**BROWN & KNIGHT, LLC  
180 WELLS AVENUE, SUITE 108  
NEWTON, MA 02459**

Plan # 448 of 2012-7-9 Sage Hill Condominium

(d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

(e) Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment, which both exclusively serve and are located within the individual Unit.

(f) The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrances to and from the public streets, yards, driveways, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the Common Areas and Facilities).

(g) Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in Section 6 hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other Common Areas and Facilities in accordance with the intended purposes thereof.

(h) The owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the deck, balcony, porch or patio area, if any, immediately adjacent to their Unit.

(i) The Condominium Trust (as hereinafter defined) hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform.

#### 4. Description of Common Areas and Facilities.

A. The Common Areas and Facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Land and the Building other than the Units, and include, without limitation, the following:

(a) The Land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors, leading from Units to common areas, roof and entrances and exits of the building, common walls within the building, and structural walls or other structural components contained entirely within any Unit.

(c) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, wastewater disposal system and other waste disposal, including all equipment attendant thereto (but not including equipment contained within

and servicing a single Unit). Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Owner of the Unit so serviced.

(d) All conduits, chutes, ducts, plumbing, wiring, flues, electrical meters, pipes, chimneys, and other facilities for the furnishing of: utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof and/or are outside of the Building, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained. As to utility conduits, lines, pipes, wires and services and waste removal systems, including all sewerage and drainage pipes, the right and easement to use the same shall be included as part of the Common Areas and Facilities.

(e) **PARKING**---- The driveway shall be common area and each unit owner shall not impede access to or from the garage of the other unit owner.

(f) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.

(g) The yards, lawns, gardens, roads, walkways, access ways and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures, sill cocks, planters, and plantings, and all other improved or unimproved areas not within the Units shall be common areas subject to the rights of owners of Units to exclusively use such appurtenances as otherwise set forth in this Master Deed.

(h) All other parts of the Land and Building not defined as part of the Units and not included within the items or things listed above and all apparatus and installations, including any replacements or substitutions therefor, on the Land or within or without the Building for common use or necessary or convenient for the existence, maintenance, safety or enjoyment of the Building and the Condominium.

(i) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

- B. Said Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Trust and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- C. In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth, and as provided in Chapter 183A, the owner or owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner or owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities as described above, subject always, however, to:

- (i) the exclusive rights and easements herein granted to particular Units in certain facilities and areas; and
- (ii) the restrictions and other provisions herein set forth; and
- (iii) the Rules and Regulations promulgated by the Trustees of the Trust, as they may be amended from time to time.

D. Unit Appurtenances. Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed and the provisions of the By-Laws of the Trust and the Rules and Regulations, to use and occupy the following:

(1) Each Unit shall have the exclusive use of its porch and deck appurtenant to the unit and to the exclusive use areas shown on the Site Plan filed herewith as exclusive to each unit.

(2) The heating, ventilating and other utilities, facilities and equipment within each unit shall be maintained, repaired and replaced, as necessary, by and at the sole and separate expense and risk of the owner of such Unit and in the event of default by such Unit Owner in the care and maintenance thereof, and, except in emergency situations, after notice and a reasonable opportunity to cure, by the Trustees as hereinafter provided.

(3) Provided, however, that whenever, pursuant to the terms hereof, maintenance, repairs and replacements are to be done at the sole and separate expense and risk of the owner of a Unit, (a) all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the By-Laws of the Trust and the Rules and Regulations promulgated with respect thereto, and (b) if the owner of any such Unit shall fail or neglect to do so maintain any such equipment, facility or area in a proper manner, the Trustees may, in their reasonable discretion, so maintain and charge such Unit Owner for the cost thereof and the cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor in addition to his/her share of the common expenses and the Trustees shall enforce and collect same from and against the Unit Owner and the Unit as Common Expenses owed by the Unit Owner.

(4) The Trustees (as hereinafter defined) shall have, and are hereby granted, the right of access, at reasonable times and consistent with the reasonable comfort, convenience and safety of the Unit Owners, to such areas of each Unit as reasonably need to be entered and occupied for purposes of operation, inspection, maintenance, repair, replacement and such other functions and things as may need to be performed regarding, with respect to or in connection with the Common Areas and Facilities, and the correction, termination and/or removal of acts or things which do or may interfere with such Common Areas or Facilities or are otherwise contrary to or in violation of the provisions of this Master Deed, the Trust and/or the Rules and Regulations, all as they

may be amended from time to time, and also a right of access for making emergency repairs as provided in said Chapter 183A.

(5) The Trustees shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, add to, and alter the ways, paths, walks, walkways, yard, plantings, driveways, fences, utility, wastewater disposal system and other service lines, flues, ducts, facilities and equipment, and all things appurtenant thereto, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and to make excavations for said purposes; except as otherwise provided herein regarding exclusive use of certain of such areas and facilities, no Unit Owner shall do any of the foregoing things as described in this paragraph without the prior written permission of the Trustee as in each instance.

#### 5. Floor/Site Plans:

Simultaneously with the recording hereof, there has been recorded with Middlesex South County Registry of Deeds a set of floor plans of the Building and Site Plan, entitled "7-9 Sage Hill Condominium in Wayland, MA", prepared by Thomas Land Surveyors, dated March 27, 2012, (hereinafter "Floor Plans" and "Site Plan") consisting of two sheets and showing as well as the layout, location, Unit numbers and dimensions of the Units, and site plan and stating the name of the Building, and bearing the verified statement of Thomas P. DiPersio, Sr., Registered Professional Land Surveyor, and certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built and the layout of the buildings, property lines and common areas to which it has access as built.

#### 6. Use of Building and Units/Restrictions:

A. The Units are intended only for residential purposes for one (1) family Unit or for use by not more than three (3) unrelated persons, excepting only home office use for the personal use of the Unit Owner which home office use does not require visitation by clients, patients, customers or others. No other use may be made of any Unit without the prior written consent of the Trustees of the Condominium Trust, which Trust is hereinafter described. The Building (other than the Units) and the other Common Areas and Facilities may be used only for such ancillary uses as are required in connection with such purposes. A Unit Owner desirous of making structural modifications shall, subject to all other rights, provisions, liabilities and obligations herein provided and provided in the Trust, assume sole and exclusive liability and responsibility for the cost of damage, repairs and/or replacement of any and all damages done to the Land, Building and/or any Unit and/or Common Elements related to, arising out of, in connection with or attributable to such work undertaken and the obligation provided herein may be assessed to said modifying Unit Owner by way of a Special Assessment to the Unit Owner liable and responsible therefor and a corresponding and proportional credit to all other Unit Owners and/or the Trust. Plans and specifications for all such proposed modifications shall be submitted to the Trustees for approval prior to the initiation of any such work and the owner(s) of the Unit contemplating said work shall pay the reasonable cost of review thereof incurred by the Trustees.

**B. The restrictions on the use of the Units are as follows:**

- 1) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the 7-9 Sage Hill Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto, as the same may be amended from time to time;
- 2) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of this Section 6, and may modify, remove and install non-bearing walls lying wholly within such Unit, Provided, HOWEVER, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the 7-9 Sage Hill Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;
- 3) Except on unanimous written approval of the Trustees of the 7-9 Sage Hill Condominium Trust, in order to preserve the integrity of the building and the Units, without modification, and without limiting the generality thereof, and excluding the installation of window air conditioning units, no balcony, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions stated in the description of the land on which the building is located in Exhibit A attached hereto.
- 4) The limitations of use and restrictions set forth in this Section 6 shall be for the benefit of the owners of the Units and the Trustees of the 7-9 Sage Hill Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Trustees; and

- 5) All leases or rental agreements for Unit estates shall be in writing and expressly provide that the lease or occupancy agreement shall be subject in every respect to the requirements of the Master Deed and the Trust and By-Laws, and Rules and Regulations thereof, of the Condominium, as the same shall be amended from time to time. All leases and rental agreements shall be approved by the Trustees prior to commencement of the tenancy, which approval shall not be unreasonably withheld, delayed or denied.. All leases or rental agreements shall apply to the entire Unit, and not merely a portion thereof. No Unit estate may be leased or rented for a period of less than twelve (12) months. Renewal of such leases or rental agreements shall be contingent upon the unanimous written approval of the Trustees of the 7-9 Sage Hill Condominium Trust, which approval shall not be unreasonably withheld, delayed or denied.
- 6) All leases or rental agreements, or occupancy agreement shall contain the following notice, in capital letters, double-spaced:

“THE BUILDING IN WHICH THIS UNIT IS BEING LEASED (RENTED) UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING, NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING MAY BE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (UNIT), EXCEPT IN CERTAIN CASES SUCH AS THIS ONE, WHEN THE UNIT IS BEING OCCUPIED BY TENANTS. THE TENANT UNDERSTANDS THAT HIS/HER NEIGHBORS IN THE BUILDING MAY BE, EXCEPT AS AFORESAID, THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE/SHE/THEY HAVE BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE RULES AND REGULATIONS THERETO, AND THAT HE/SHE/THEY HAVE READ AND UNDERSTAND THE SAME, AND THAT HE/SHE/THEY SHALL COMPLY IN ALL RESPECTS AND AT ALL TIMES WITH THE SAME, AND THAT IN THE EVENT OF NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST, WHO ARE ELECTED BY THE UNIT OWNERS, AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE, NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE TO THE CONTRARY, TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE”

7. Amendment of Master Deed:

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

- A. Signed by the Unit Owners entitled to One Hundred (100%) percent of the undivided interests in the Common Elements; and

- B. Signed and acknowledged by a majority of the Trustees of the 7-9 Sage Hill Condominium Trust, hereinafter referred to; and
- C. Duly recorded with the Middlesex South Registry of Deeds, PROVIDED HOWEVER, that
- 1) The date on which any such instruments 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 shall have been so registered within six (6) months after such date;
  - 2) No instrument or amendment which alters the dimensions of any Unit or affects the use of the Unit or the exclusive use of common areas reserved to a Unit hereunder, shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;
  - 3) No instrument or amendment affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or other lending institution, or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;
  - 4) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is registered as an amendment to the Master Deed;
  - 5) No instrument or amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by Unit Owners entitled to One Hundred (100%) percent of the undivided interests in the Common Elements; and
  - 6) No instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

8. Name of Condominium:

The Condominium is to be known as the **"7-9 SAGE HILL CONDOMINIUM"**. The mailing address of the condominium is 7-9 Sage Hill Road, Wayland, MA 01778. A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is the **"7-9 Sage Hill Condominium Trust"**. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The



name of the initial Trustee of the Trust is: **SAGE HILL LLC**. The Declaration of Trust contains By-Laws enacted pursuant to said Chapter 183A.

9. Determination of Percentages in Common Elements:

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

10. Encroachments:

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings--a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units:

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations:

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The registration of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the Plans of the Condominium registered simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such

provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or other Agreement regarding occupancy thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a material violation of the duties of the respective Condominium Unit Owner.

### 13. Disputes/Arbitration

In the event of a dispute among the Trustees or between the Trustees and any Unit Owner arising under this Master Deed or in the event any Unit Owner(s) shall dissent from any determination, decision or action of the Trustees with respect to the administration of the Condominium or any other decision, determination or action of the Trustees, said Unit Owner shall notify said Trustees in writing within thirty (30) days of such decision, determination or action of the Trustees and, in the event that such dispute shall thereafter not be resolved between the Trustees and the dissenting Unit Owner(s), then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration before a single arbitrator in Boston, Massachusetts, according to the rules then prevailing of the American Arbitration Association or any successor organization performing like functions, and the determination of such Arbitrator shall be final and conclusive and binding upon all parties. The costs of such arbitration shall be a common expense.

### 14. Invalidity:

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

### 15. Waiver:

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

### 16. Captions:

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

### 17. Conflicts:

Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

**18. Provisions for the protection of Mortgagees: FHLMC, FNMA, provisions:**

Notwithstanding anything in this Master Deed or in the 7-9 Sage Hill Condominium Trust ("Condominium trust") and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

A. In the event that the Unit Owners shall amend this Master Deed or the Condominium trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (1) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage; or
- (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (3) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (1) and (2).

B. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust but shall not be exempt in the case of a non-foreclosure transfer of said Unit after so acquiring title.

C. Any First Mortgagee who obtains title to any 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.

D. All liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of registering of any first mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Trust in connection with unpaid assessments shall be subordinate to any prior registered first mortgage.

E. The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:

- (1) by any act or omission, seek to abandon or terminate the Condominium, except as provided by statute in the event of substantial destruction of the

Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

- (2) change the percentage interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the percentage share of ownership of each Unit in the Common Areas and Facilities; or
- (3) partition or subdivide any Unit; or
- (4) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of Common Areas and Facilities shall not be deemed an action to which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (5) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

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

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

H. A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

- (1) written notification from the Trustees of the Condominium Trust of any default of its Borrower who is an Owner of a Unit with respect any obligation of such Borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
- (2) inspect all books and records of the Condominium Trust at all reasonable times;

- (3) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (4) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
- (5) receive prompt written notification from the Trustees of Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage, or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.
- (6) receive written notice of any lapse, cancellation or material modification of any insurance policy required to be obtained by the Trustees.
- (7) Upon written request the Condominium Trust shall make available for inspection during normal business hours to any Unit Owner or mortgagee current copies of the Master Deed, Declaration of Trust, By-Laws, and other rules concerning the Condominium and the books, records, and financial statements of the Condominium Trust.

(I) No agreement for professional management of the Condominium or any other contracts with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within sixty (60) days of written request by the Trustees for approval of any addition or amendment pursuant to this section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when registered at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of the Condominium Trust.

(J) The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of those portions of the common areas and facilities, including, without limitation, the wastewater disposal system, that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Additionally, an initial working capital fund shall be established equal to at least two months' estimated common area charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash

available to meet unforeseen expenditures or to acquire additional equipment or services necessary or desirable by the Trustees.

(K) Without the consent of Unit Owners to which one hundred percent (100%) of the votes in the Condominium Trust are allocated and without the consent of the holders of all first mortgages on Units, no material provision of the Master Deed or the Trust shall be added or amended which establishes, provides, governs or regulates any of the following:

- (1) voting;
- (2) assessments, assessment liens, or subordination of such liens;
- (3) reserves for maintenance, repair and replacement of the Common Areas and Facilities;
- (4) insurance or fidelity bonds;
- (5) responsibility for maintenance and repair of the several portions of the Condominium;
- (6) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (7) boundaries of any Unit;
- (8) the interests in the general or limited Common Areas and Facilities;
- (9) convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units;
- (10) leasing of Units;
- (11) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- (12) any provisions that are for the express benefit of first mortgage holders on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when registered at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of this Trust.

It is intended that the provisions of this Article shall comply with the requirements of the FHLMC and of the FNMA, with respect thereto shall be resolved consistent with that intention.

The Declarant intends that the provisions of this Section 19 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolve consistent with that intention.

The provisions of this Section 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly registered with Middlesex South Registry of Deeds in accordance with requirements of Section 7 hereof.


19. No Severance of Ownership

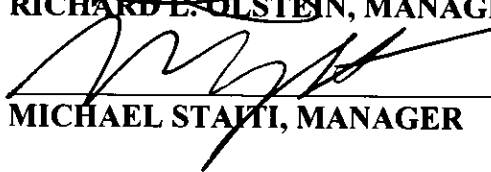
No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his/her Unit without including therein the appurtenant interests (the "Appurtenant Interests"), including without limitation: (i) the undivided interest in the Common Areas and facilities appurtenant thereto; (ii) the interest of such Unit Owner in any other assets of the Condominium; and (iii) the easements and rights of such Unit Owner to exclusive use of those Common Areas and Facilities set forth in this Master Deed, 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 interest 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.

[Intentionally left blank]

WITNESS the execution hereof, under seal, this 24<sup>th</sup> day of JUNE, 2012.

**SAGE HILL LLC**

  
\_\_\_\_\_  
**RICHARD L. OLSTEIN, MANAGER**


  
\_\_\_\_\_  
**MICHAEL STAITI, MANAGER**

**Commonwealth of Massachusetts**

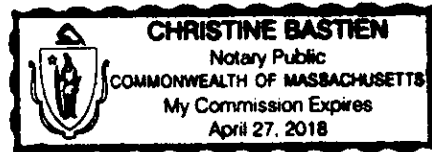
Middlesex, ss.

JUNE 29, 2012

Then personally appeared the above named RICHARD L. OLSTEIN AND MICHAEL STAITI, Managers as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding document, and acknowledged the foregoing instrument to be their free act and deed, before me

  
\_\_\_\_\_  
-Notary Public

My Commission Expires:





**EXHIBIT A**  
**OF THE MASTER DEED**  
**7-9 SAGE HILL CONDOMINIUM**

A certain parcel of land situate in Wayland, Middlesex County, shown as Lot 1 Sage Hill, on a set of plans entitled "Definitive Subdivision Plan of Land in Wayland, MA" recorded with Middlesex South District Registry of Deeds in Plan Book 02010, Page 379. Said lot contains approximately 24,759 square feet of land according to said plan. Reference is hereby made for a more particular description of said Lot.

Subject to and with the benefit of a DECLARATION OF TRUST OF THE SAGE HILL HOMEOWNERS TRUST AND DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS recorded with said Deeds in Book 55358, Page 521.

Subject to and with the benefit of easements, takings and restrictions of record, only insofar as the same are now in force and applicable and to a Grant of Title 5 Nitrogen Loading Restriction and Easement recorded in Book 56814, Page 232.

Subject to and with the benefit of a Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project recorded with said Deeds in Book 58764, Page 277.

The Premises are subject to and with the benefit of the following:

- (a) The provisions of the M.G.L. Chapter 183A, the within Master Deed, the Condominium Trust, and the rules and regulations promulgated thereunder.
- (b) Provisions of existing building and zoning laws;
- (c) Such taxes for the then current year as are not due and payable;
- (d) Any liens for municipal betterments;
- (e) Easements for utility, water, sewer and telecommunications and electronic intelligence services granted to any public utility or telecommunications or electronic intelligence service company or any governmental entity by the Grantor, whether granted heretofore or hereafter, to the extent the same are now or hereafter in force and applicable. The Trustees shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the 7-9 Sage Hill Condominium.

For title, see deed of Lingley Lane, LLP dated August 25, 2010 and recorded with said Deeds in Book 55279, Page 299.

**EXHIBIT B**  
**OF THE MASTER DEED**  
**7-9 SAGE HILL CONDOMINIUM**

The building comprising the Condominium is of wood frame construction. It consists of and is known and numbered as 7-9 Sage Hill, Wayland, Massachusetts.

The building is three (3) stories in height, with a full basement. The foundation is poured concrete with a poured concrete floor. Each unit has a separate basement with no access to each other and contains the mechanical equipment for each unit.

Interior wall surfaces of the building are of wall board with a skim coat of plaster. The plumbing is of copper, brass, and PVC. Exterior siding is of vinyl siding. The roof is asphalt shingle. The two (2) Units are served by two (2) separate heating systems with forced hot air. The two (2) Units are each served by a hot water tank system. The furnaces and hot water tanks are in each unit's separate basement use area. There are two (2) water meters.

The building has two (2) Units and is known as the **7-9 Sage Hill Condominium**. Unit 7 has a post office address of 7 Sage Hill Road, Wayland, Massachusetts 01778 and Unit 9 has a post office address of 9 Sage Hill Road, Wayland, Massachusetts 01778.

**EXHIBIT C**  
**OF THE MASTER DEED**  
**7-9 Sage Hill CONDOMINIUM**

Unit number	Location	Number of Rooms	Approximate area in square feet	Percentage interest in Common Elements
7		5	2294	63%
9		5	1332	37%

**NOTE:** The number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, or basement storage spaces.

**COMMON AREA/OUTSIDE ACCESS:**

Unit 7 has immediate access to a front porch, a deck and the garage on the first level of the building. In addition, Unit 7 has immediate access to the outside located in the basement.

Unit 9 has immediate access to a porch, a deck and the garage on the first level of the building.

The garage of each unit provides access to the common area.

**EXCLUSIVE EASEMENTS AND RIGHTS OF USE**

1. The Owner of Unit 7 shall have the exclusive right and easement to use the porch and deck appurtenant to the unit as well as the exclusive use area shown on the Site Plan.
2. The Owner of Unit 9 shall have the exclusive right and easement to use the porch and deck appurtenant to the unit as well as the exclusive use area shown on the Site Plan.