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**MASTER DEED  
STONEBRIDGE ROAD CONDOMINIUM**

**Habitat For Humanity; MetroWest - Greater Worcester, Inc.**, as successor by merger to Greater Worcester Habitat for Humanity, Inc., a Massachusetts non-profit corporation with a principal address at 11 Distributor Road, Worcester, Massachusetts (the "Declarant") being the owner of certain property situated at 91-97 Stonebridge Road, Wayland, Massachusetts, described in Exhibit A hereto (the "Premises" or the "Land"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended ("Chapter 183A") and proposes to create and does hereby create a condominium, to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

**1. Name; Definitions.**

The name of the Condominium shall be as follows: Stonebridge Road Condominium (hereinafter referred to as the "Condominium"). Phase One of the Condominium consists of two (2) Units situated in one (1) building ("Building #1", collectively with any additional buildings constructed in future phases, the "Buildings"). Building #1 has a post office address of 91-93 Stonebridge Road, Wayland, Massachusetts 01778.

"Condominium Trust" or "Trust" shall mean the Stonebridge Road Condominium Trust, the organization of Unit Owners formed pursuant to Chapter 183A.

"Declarant" shall mean Habitat for Humanity; MetroWest-Greater Worcester, Inc. and their successors and assigns.

"Property" shall mean the land and buildings thereon known as and located at 91-97 Stonebridge Road, Wayland, Middlesex County, Massachusetts.

"Registry of Deeds" shall mean Middlesex South District Registry of Deeds.

"Rules and Regulations" shall mean the Rules and Regulations promulgated pursuant to the Condominium Trust, as amended from time to time.

"Trustees" or "Board of Trustees" shall mean the Board of Trustees of the Condominium Trust.

"Unit" shall mean a Condominium Unit as that term is defined in Section 1 of Chapter 183A.

"Unit Owners" shall have the same meaning provided in Section 1 of Chapter 183A.

**2. Description of Land.**

The Premises consist of approximately 132,140 square feet of land as shown on the site plan (the "Site Plan") entitled "As-Built Site Plan of 'Stonebridge Road Condominium', 91, 93 Stonebridge Road in Wayland, Mass.". Owner: Habitat for Humanity, dated December 3, 2015,

Stonebridge Rd Wayland  
91-93  
PL 138 of 2016

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prepared by Sullivan, Connors and Associates, and recorded herewith. The floor plans (the "Floor Plan") of Building #1 are depicted on the Site Plan recorded herewith. The Site Plan and Floor Plan are recorded with and are part of this Master Deed (hereinafter collectively referred to as the "Condominium Plans"). The Declarant intends, and hereby reserves the right, but not the obligation, to create one (1) additional phase of the Condominium, as shown as "under construction" on the plans hereinbefore mentioned. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, utilities (including any common septic system serving the Condominium), parking areas, and driveways and other amenities in, upon, over, under, through and across that portion of the premises shown as "under construction" on the Condominium Plans hereinabove referred to. The Declarant also reserves the right to have as an appurtenance to the addition of said additional phase of the Condominium an easement to pass and re-pass over all the said land in said Condominium, including the right to store equipment and supplies, and materials so far as the same are necessary and convenient for the construction and addition of the said additional phase.

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over, under, through and across the common areas and facilities of the Condominium (including but not limited to driveways and walkways), for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium and install water, sewer, gas, drainage, electricity, telephone, cable, data, and all other utility lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities in Phase One of the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant reserves the right to amend the Master Deed for the purpose of adding additional units to the Condominium. In the event that the Declarant chooses to so add units, it shall be done in conformance with the provisions of this Master Deed.

### **3. Description of the Buildings.**

As of the date of this Master Deed, there is one (1) building comprising the two (2) units of the Condominium known as and numbered 91 and 93 Stonebridge Road, Wayland, Massachusetts (the "Units"). The Units are connected by a party wall (the "Party Wall"). The Units are shown on the Site Plan. When and if all phases are completed the Condominium will contain not more than four (4) units situated in two (2) buildings. The Premises is subject to the right and easement hereby reserved by the Declarant to construct or renovate one additional building for one additional phase upon which such additional building or other appurtenances may be constructed or renovated by the Declarant.

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Each Unit includes a basement, a First Floor, a Second Floor and an Attic.

The Building is constructed primarily of wood, the interior of which walls are faced with sheetrock, interior partitions of wooden studs with gypsum board and plaster, and wooden window frames. The foundation of the Building is concrete; each Unit has a basement with poured concrete floor and exterior entrance. The roof is of asphalt shingles.

There are no common utility systems with the exception of a shared septic system. Each Unit contains separately metered utilities and water lines. The plumbing is copper and PVC.

**4. Designation of the Units and their Boundaries.**

(a) The Unit designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of the Units are set forth in Exhibit B attached hereto, and are shown on the Floor Plans.

The Floor Plans show the layout, locations, unit numbers and dimensions of said Units as built, and bear the verified statement as required by the applicable provisions of Chapter 183A.

(b) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the lower surface of the concrete floor slab in the basement of each Unit.

(ii) Roof: The plane of the lower surface of the roof rafters.

(iii) Walls, Doors and Windows: As to the Party Wall, the plane of the interior surface of the wall studs facing the interior of the Unit; as to the walls of the basement level, the plane of the interior surfaces of such basement walls facing the interior of the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner.

(c) Each Unit excludes: (i) the foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, ducts, pipes, flues, wires; and (ii) other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Unit.

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(d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace (if installed), air conditioning (if installed), water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue (if installed) and dryer vents (if installed) and all other utilities or fixtures exclusively servicing that Unit. Each Unit also includes the ownership of any electrical panel which services the Unit alone whether located within the Unit or not, subject to the maintenance rights of the Trust as set forth in paragraph 3 of this Master Deed. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium.

(e) 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 the other Unit.

(f) Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the other Unit in the Condominium.

#### **5. Common Areas and Facilities.**

Except for the Units and the Limited Common Areas described in paragraph 6, the entire Premises, including without limitation the Land and all parts of the Building and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. The Common Areas and Facilities shall consist of and include, without limitation, the following:

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

(b) The foundations of the Building and all portions thereof, and all structural columns, girders, beams, slabs, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, and all apparatus controls and wiring appurtenant thereto, roofs and all structural portions of the Building.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, gas, electricity, television cable, and telephone, which are not located within any Unit or which although located within a Unit, serve the other Unit, whether alone or in common with such Unit.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

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(e) The yards, lawns, planting areas, garden areas, drives, walkways, porches, parking spaces and areas and the improvements thereon and thereof, including walls, fences, steps, railing and other improved or unimproved areas not within the Units or exclusively serving one or more Units.

(f) On-Site Parking. The Units shall have appurtenant thereto an easement for the exclusive right and license to use the exterior parking space(s) within or upon the Common Areas and Facilities adjacent to such Unit (the "Parking Spaces"). The easement to use any Parking Space so designated shall thereafter be conveyed together with the Unit whether or not specifically referenced in future deeds or mortgages and may not be sold separately from said Unit.

(g) In general, any and all apparatus, equipment and installations existing for common use.

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

Subject to the restrictions set forth in paragraph 8 hereof and the reserved rights and easements set forth in paragraphs 9, 10 and 14 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

**6. Limited Common Areas and Facilities.**

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more units:

- (a) The Parking Spaces adjacent to such Unit; and
- (b) The porch and front entry way, including the steps, platform and railings, adjacent to such Unit.

The location of the Limited Common Areas and Facilities are designated on the Site Plan. Each Unit shall carry with it the exclusive right and easement to use its Limited Common Areas and Facilities in a manner consistent with the provisions of this Master Deed, the Condominium Trust and the Rules and Regulations. Maintenance, which shall be defined by the Trustees, of the Limited Common Areas and Facilities shall be the responsibility and the expense of the Trust. The right to use a Limited Common Area or Facility shall not, in any event, be severed from ownership of the Unit for which they are granted.

The Limited Common Areas and Facilities shall be subject to the restrictions set forth in Paragraph 10, and to the reserved rights and easements set forth in Paragraph 11.

**7. Percentage Ownership Interest in Common Areas and Facilities.**

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The Owner of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages set forth in the attached Exhibit C, which have been calculated on the basis of the approximate relation that the fair market value of the Unit on the date hereof bears to the aggregate fair market value of all the Units (as opposed to the actual sales price).

**8. Purpose and Restriction of Use.**

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

(a) Except as provided below, each Unit shall be used solely for residential purposes. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as the business activity conforms to all requirements of the Town of Wayland Zoning Bylaws.

The terms "business" and "trade", as used in this provision shall be constructed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time.

Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this paragraph.

(b) All present and future Owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of the units shall be subject to and shall comply with the provisions of the Master Deed, the Condominium Trust, any duly adopted Rules and Regulations, as they may be amended from time to time.

(c) The acceptance of a deed or conveyance, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Master Deed, the Condominium Trust, and any duly adopted Rules and Regulations, or any of them, as may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, 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 such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

(d) The architectural integrity of the Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists (or shown as proposed/future on the Site Plan), skylight, window, chimney, enclosure, awning, sign, banner or other device and no exterior change, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building or attached to or exhibited through a window of any Building, and no painting or

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other decorating shall be done on any exterior part or surface of any Building, unless the same shall have been approved by the Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust. The Notice of Decision, Comprehensive Permit dated May 1, 2013 is recorded with the Middlesex South District Registry of Deeds at Book 61849, Page 1 (the "Comprehensive Permit").

(e) The Owners of any Unit may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit except that there shall be no conversion of interior space into additional bedrooms, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Building Department of the Town of Wayland and filed with the Board of Trustees. In addition, a certified "as built" plan and any Amendment to the Master Deed shall be recorded with the Registry of Deeds. No modification adversely affecting the structural integrity or the fire rating of the Building or Unit shall be made.

The Unit Owner shall submit to the Condominium Association copies of all applications for building permits and provide the Board of Trustees with a copy of the Building Permit issued by the Town of Wayland prior to initiation of construction to modify and/or improve the Unit. Upon receipt of the plan, affidavit and copy of the Building Permit, providing all are in compliance with the provisions hereof, the Board of Trustees shall issue to the Unit Owner a statement suitable for recording with the Registry of Deeds indicating that the Unit Owner has complied with the provisions of this paragraph.

(f) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit or Common Areas and Facilities appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Unit and the Common Areas and Facilities.

(g) Leasing Restrictions: Pursuant to the terms of that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, dated August 26, 2013 and recorded with the Middlesex South District Registry of Deeds at Book 62808, Page 237 (the "Regulatory Agreement"), no Unit may be leased or rented without the prior written consent of the Monitoring Agent (as defined in the Regulatory Agreement). In the event the Monitoring Agent consents for good cause to any such lease, all leases or rental agreements for Units shall be in writing. Any Unit Owner who has obtained consent from the Monitoring Agent shall be required to provide the Board of Trustees with a copy of the lease and to abide by the Rules and Regulations regarding leases, as amended from time to time by the Board of Trustees. All leases for Units within the Condominium shall include the following language:

***This lease is made in all respects subject to the landlord's obligations under Chapter 183A and the Condominium Master Deed, Condominium Trust, Covenants,***

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***Conditions, Restrictions, By-Laws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects Chapter 183A and to the provisions of the Condominium Master Deed, Condominium Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations. Failure to comply with these provisions may be deemed a material breach of this lease. Violation-by-tenants: Unit Owners are responsible for the violations of Chapter 183A, the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board of Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Board of Trustees may start such proceeding both on behalf of the Board of Trustees and as attorney for the Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board of Trustees succeeds in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board of Trustees as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.***

***The tenant acknowledges his/her obligations and agrees to abide by Chapter 183A, the Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations of the Condominium. Violation assessments made to the landlord, due to noncompliance by the tenant, shall be reimbursed to the landlord by the tenant in full, upon demand. The Condominium Documents are entrusted and presented herewith to the tenant and must be returned to the Landlord upon termination of this Agreement. A copy of this lease shall be filed by the Unit Owner with the Board of Trustees of the Condominium.***

Each lease must contain the following information: the names of all persons or entities that will occupy the Unit; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease as required by this Master Deed, shall be assessed a penalty set by the Board of Trustees for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(h) Nothing shall be done or kept in any Unit that will increase the rate of insurance of the Condominium. In the event that, as a result of a change in the use of any Unit, the premiums for insurance maintained by the Trustees for the benefit of the Condominium are increased, the Owner(s) of the Unit(s) responsible for the change in premium shall be responsible for paying such increase;

(i) No Unit Owner or occupant shall at any time store, maintain or possess anywhere in or about the Condominium any "hazardous materials," as defined under the



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Massachusetts Oil and Hazardous Material Release Prevention and Response Act, and implementing regulations, or any "hazardous waste" as defined under the Massachusetts Hazardous Waste Management Act, and implementing regulations, as same may be hereinafter amended. Any Unit Owner who violates or permits an occupant of his or her Unit to violate this provision, shall be liable to the Trustees and the other Unit Owner for all costs they incur or reasonably expend as a result of such violation, including costs of removal or containment of the hazardous material or waste, penalties, fines, settlement amount and legal fees.

(j) There shall be no more than one accessory structure, no greater than 120 square feet, allowed on the Property.

(k) Unit Owners are allowed to keep common domestic pets in their Units subject to the terms herein and any Rules & Regulations adopted by the Condominium. No pets other than common domestic animals, not to exceed a total of two (2) animals and not to exceed a weight of one hundred (100) pounds each, shall be kept in any Unit. Such animals include, but are not necessarily limited to, dogs; cats; cages containing birds (such cage, regardless of the number of birds, being considered one "animal"); fish tanks containing tropical fish and/or goldfish (such tank, regardless of the number of fish, being considered one "animal"); cages containing hamsters, gerbils, ferrets, chinchillas, rabbits, guinea pigs, and/or similar animals (such cage, regardless of the number of occupants, being considered one "animal"); and common household reptiles such as lizards, frogs and snakes not exceeding two (2) feet in length. Under no circumstances are other reptiles or "exotic" animals to be kept in any Unit. Upon petition by any Unit Owner, the Board of Trustees shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only Unit Owners may petition the Board of Trustees for variance of this restriction. No pets are permitted to roam freely outside of the Unit. Those pets which, in the sole discretion of the Condominium Trustees, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience to the Owners of other Units or any portion of the Common Areas and Facilities shall be removed upon request of the Board; if the owner fails to honor such request, the pets may be removed by the Trustees. No pets shall be kept, bred or maintained for any commercial purpose. No animals trained for fighting purposes shall be kept in any Unit. Dogs and cats which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person. All pets requiring registration with the Town of Wayland or any other local, state or federal agency or office shall be duly registered and a copy of such registration shall be filed with the Board of Trustees.

(l) Nothing shall be done in any Unit that will impair the structural integrity or fire rating of any Building or Building component, nor shall anything be done in or on said Unit that would structurally change any Building, without the prior written permission on each occasion by the Board of Trustees.

(m) A Unit Owner shall not place or cause to be placed in or on any of the Common Areas and Facilities, any furniture, or objects of any kind, other than ordinary and

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customary patio furniture and seating, swing sets and children's play structures, and hammocks. No clotheslines shall be erected or installed within the Common Areas and Facilities. Holiday decorations within the Common Areas and Facilities shall be subject to regulations as promulgated by the Trustees of the Condominium Trust from time to time.

(n) Each Unit shall be used only as permitted by the Town of Wayland Zoning Ordinance.

(o) Exterior lighting shall be residential in scale and nature, and shall be designed and installed to prevent glare and light spilling over to neighboring properties or any public way.

Said restrictions shall be for the benefit of each of the Unit Owners and the Trustees, and shall be enforceable by each Unit Owner and also by the Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except as occur during his or her ownership of a Unit.

**9. Rights Reserved to the Declarant for Sales and Future Development.**

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Raise or lower the price of unsold Units;
- (ii) Make such modifications, additions, or deletions in and to the Master Deed or the Condominium Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit; and,
- (iii) Relocate gas, electricity, telephone, cable, data, and all other utility lines in the Building, provided that the exercise of such rights by the Declarant will not affect the utilities serving existing Units in the Condominium.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any Building, or other structure and improvements forming part thereof, fences as they shall deem necessary or desirable.

(c) Notwithstanding any provision of this Master Deed, the Condominium Trust

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or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing (including a construction trailer and/or storage trailer), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing the Building and its appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easement granted for the purpose of facilitating development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation nor shall any such equipment be stored in or on any Limited Common Areas and Facilities of the Unit that is not owned by the Declarant.

#### **10. Rights Reserved to the Trustees.**

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to the other Unit or the Common Areas, the Trustees shall have the right of access to each Unit and the Common Areas and Facilities thereto:

(a) To inspect, maintain, repair or replace the Unit or the Common Areas and Facilities and to do other work reasonably necessary for the proper maintenance or operation of the Condominium; and,

(b) To grant permits, licenses and easements over the Common Areas and Facilities for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including without limitation, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the proper operation and maintenance of the Condominium.

#### **11. The Unit Owners' Organization.**

The organization through which the Unit Owners will manage and regulate the

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Condominium established hereby is the STONEBRIDGE ROAD CONDOMINIUM TRUST (hereinafter and hereinafter referred to as the "Condominium Trust") under a Condominium Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust are as follows:

Habitat for Humanity; MetroWest - Greater Worcester, Inc.,  
By its President, Bryan Clancy  
The mailing address of the Trust is:  
11 Distributor Road  
Worcester, MA 01605

A copy of all notices to be given hereunder shall be given simultaneously to:  
Habitat for Humanity; Metro West-Greater Worcester, Inc.  
11 Distributor Road  
Worcester, MA 01605

The Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be at 7:30 p.m. on the second Tuesday of October of each year, or within sixty (60) days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date.

The FISCAL YEAR of the Trust shall begin on January 1 of each year.

**12. Easement of Encroachment.**

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon the other Unit or upon any portion of the Common Areas and Facilities, 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 Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Building or any 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 the Building involved stands.

**13. Unit Owner's Rights and Obligations.**

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraph 8 hereof), the Condominium Trust, the

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By-laws, the Unit Deed and the Rules and Regulations, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed, and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; 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 such Unit, as though such provision were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to Unit ownership.

(c) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Exhibit B of this Master Deed. These percentage interests have been computed, in conformance with Chapter 183A, upon the approximate relation that the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

(d) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust. Such share shall be based upon the fair market value of each Unit, without taking into account restrictions of record, if any. Commencing with the transfer of the first Unit in the Building, the Declarant shall be liable for the full fees for the remaining Unit until the time of its transfer.

(e) Operation and maintenance of the stormwater management and wastewater disposal systems shall be the responsibility of the Condominium Association. If required to be maintained or repaired by the Town of Wayland, the Association will be responsible for all reasonable expenses associated therewith, as set forth in Section X.7 of the Comprehensive Permit.

(f) The Regulatory Agreement and the Local Initiative Program Affordable Deed Rider, recorded with each Unit deed (each and collectively, the "Deed Rider") are incorporated in and made a part of this Master Deed and each Unit owner shall comply with the provisions thereof.

(g) The Trustees shall establish a separate capital account for the repair, maintenance and future replacement of the septic system which services the Condominium. The account shall not be used for any purpose other than the maintenance or replacement of the septic system. A minimum of one (1) percent of the expected replacement cost, in the year 2016 equivalents, shall be collected annually from the Unit Owners until 90% replacement costs have accumulated in the account. The Trustees may levy fees separate from the monthly

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condominium fees to fund future septic improvements and maintenance.

Maintenance shall include: a) the bi-annual pumping of all the septic tanks servicing the Condominium Buildings; and b) the Commonwealth of Massachusetts required "Title 5 Inspection" done every three (3) years or as necessary by the State Environmental Code, 310CMR15.000.

**14. Amendments.**

(a) While the Declarant owns at least one (1) of the Units of the Condominium, this Master Deed may be amended by the Declarant with the written consent of the holder of the first mortgages on mortgaged Unit (but only if such amendment would materially affect the rights of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended by an instrument in writing (1) signed by all of the Owners of Units and (2) duly recorded with the Registry of Deeds, provided, that:

(i) The date on which an Owner of a Unit first signs any instrument of amendment shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

(ii) No instrument of amendment, which alters the dimensions of any Unit, shall be of any force or effect unless signed by the Owner of said so altered.

(iii) Except as provided herein, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(iv) No instrument of amendment, which alters this Master Deed in any manner, which would render it contrary to or inconsistent with any requirement, or provision of Chapter 183A shall be of any force or effect.

(v) No instrument of amendment which purports to affect the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraphs 1 and 9 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(vi) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (vi) shall terminate upon the completion of sales by the Declarant to third

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party purchasers of all the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Master Deed, whichever shall first occur.

(vii) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(viii) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provision of the Master Deed and Condominium Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

(ix) Where required under the Master Deed and/or Chapter 183A, the instrument of amendment shall be deemed assented to by the Unit Owners and/or the holders of the first mortgages of record with respect to the Units upon the giving of sixty (60) days written notice sent to said Unit Owners and/or Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested and the receipt cards have been returned evidencing actual notice to such Unit Owner and/or mortgage holders of record.

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

(b) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 14 shall be conclusive evidence of the existence of all facts recited thereon and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(c) Phase Amendments. Notwithstanding any provision of this Master Deed to the contrary, Declarant reserves for itself, its successors and assigns the right and power, without consent of any Unit Owner or mortgagee, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases and units, or any other purpose consistent with the reserved powers of the Declarant.

Should Declarant elect to add additional phases, the additional units contained therein when added to the Phase One units shall not, in the aggregate, amount to more than four (4)

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units. If Declarant elects to add additional buildings to the Condominium all such additional buildings shall be designed so as not to detract from the quality, architectural and other aesthetic features of the existing Condominium buildings, all in the sole and exclusive opinion of the Declarant.

Each such amendment shall be effected by recording with the Middlesex South District Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

Each Unit Owner or mortgagee, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the provisions of this Master Deed, including without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section, including without limitation, an amendment so as to result in a diminution of the percentage interest of any Unit in the Common Areas and Facilities of the Condominium without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to the Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

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

Notwithstanding the foregoing, the right to amend this Master Deed to add phases shall expire seven (7) years from the date of recording of this Master Deed.

**15. Definition of "Declarant".**

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to Habitat for Humanity: MetroWest-Greater Worcester, Inc. and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

**16. Provisions for the Protection of Mortgagees.**

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by Chapter 183A, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:



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(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:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) 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 Condominium Trust.

(c) 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 as otherwise provided by Chapter 183A, as it may be amended from time to time.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law.

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessment, which is extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain; or

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(ii) Partition or subdivide any Unit; or

(iii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected, or

(iv) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees, will be entitled to:

(a) written notification from the Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provision of the Condominium Trust which is not cured within sixty (60) days;

(b) inspect the books and records of the Condominium Trust at all reasonable times;

(c) 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;

(d) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

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(e) receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposes taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(f) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(g) receive written notice of any action, which requires the consent of a specified percentage of eligible mortgagees.

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

The provisions of this paragraph 16 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 recorded with the Registry of Deeds in accordance with the requirements of paragraph 14 hereof.

**17. Special Amendment.**

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

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

(b) To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

(c) To bring this Master Deed or the Trust in compliance with Chapter 183A; or

(d) To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

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. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the

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reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event.

**18. Severability.**

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision has never been included herein.

**19. Waiver.**

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

[Signatures appear on following page]

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Executed as a sealed instrument on this 18<sup>th</sup> day of February, 2016.

HABITAT FOR HUMANITY;  
METROWEST - GREATER WORCESTER, INC.

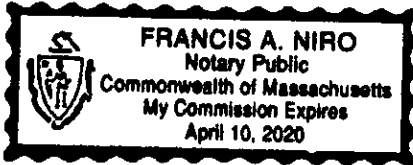
By [Signature]  
Bryan Clancy, President

By [Signature]  
Hank Rauch, Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this 18<sup>th</sup> day of February, 2016, before me, the undersigned notary public, personally appeared Bryan Clancy proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Habitat for Humanity; MetroWest - Greater Worcester, Inc., Trustee.

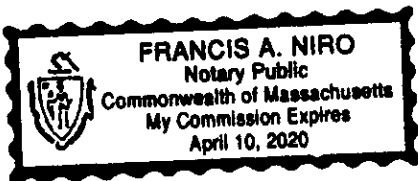


[Signature]  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this 18<sup>th</sup> day of February, 2016, before me, the undersigned notary public, personally appeared Hank Rauch proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Habitat for Humanity; MetroWest - Greater Worcester, Inc., Trustee.



[Signature]  
Notary Public  
My Commission Expires:

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**EXHIBIT A**

A certain parcel of land, with the buildings thereon, situated on Stonebridge Road in the Town of Wayland, being shown as Parcel "A" on a plan of land entitled "Plan of Land in Wayland, Massachusetts, 89 Stonebridge Road, Habitat For Humanity" dated June 24, 2013, prepared by the Town of Wayland Surveyor's Office, recorded with Middlesex South District Registry of Deeds as Plan No. 492 of 2013.

Consisting of 3.03 acres of land, more or less, according to said Plan.

Being the same premises conveyed to Habitat for Humanity MetroWest-Greater Worcester, Inc., by Deed dated September 16, 2013 and recorded with Middlesex South District Registry of Deeds in Book 62732, Page 282.

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**EXHIBIT B**

**DESCRIPTION OF UNITS**

The unit designation of each Unit, statement of its building, post office address, approximate area, number and designation of rooms, and immediate common area to which it has access are as set forth in this Exhibit B.

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room;  
MC=Mechanical Closet, B=Bathroom; St=Stairs

Unit Designation	Approx. Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to Which Unit has Access	Limited Common Areas and Facilities
Unit 91	1,547+/- sq. ft.	3 BR, 1 LR, 1 K, 1 DR, 1 ½ B, Basement, Attic, MC, 1 St	Front, Side and Rear Yards	Parking spaces and front entry
Unit 93	1,278+/- sq. ft.	2 BR, 1 LR, 1 K, 1 DR, 1 B, Basement, Attic, 1 MC, 1 St	Front, Side and Rear Yards	Parking spaces and front entry

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**EXHIBIT C**

Proportionate Interest of Each Unit in the Common Areas and Facilities

<u>Unit #</u>	<u>Percentage Interest</u>
91	Fifty Percent 50%
93	Fifty Percent 50%
<b>Total</b>	<b>One Hundred Percent (100%)</b>