

BITTERSWEET MEADOWS CONDOMINIUMS
MASTER DEED

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CB2 BUILDERS, LLC, a Massachusetts limited liability company, with a principal place of business located at 30 Old Coach Road, Millville, MA 01529 (hereinafter referred to as the "Declarant") being the sole owner of that certain realty consisting of a parcel of land located in the Town of Blackstone, Worcester County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the noted buildings and improvements now or to be hereafter erected thereon and phased into the condominium, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and does hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. **Name of the Condominium and the Organization of Unit Owners.** The name of the condominium created shall be the Bittersweet Meadows Condominiums (hereinafter sometimes referred to as the "Condominium"). The Condominium is located at 259 Main Street, Blackstone, Massachusetts and 0 Main Street, Blackstone, Massachusetts. The Trust through which the Unit Owners will manage and regulate the Condominium is the "BITTERSWEET MEADOWS CONDOMINIUMS TRUST" established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the "Declaration of Trust", the "Trust" or the "Declaration" respectively) as governed by a Board of Trustees (hereinafter sometimes referred to as the "Board of Trustees").

Said Declaration establishes a membership organization, for the benefit of the owners of record of Condominium units (the "Units") from time to time (the "Unit Owners"), of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities to which they are entitled hereunder (the "Beneficial Interest"). and includes By-laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Massachusetts General Laws, Chapter 183A ("the "Trust" or By-Laws"). The name of the original Declarant-appointed Trustee (as defined in the Trust) thereof is as follows:

Elaine Thibault
30 Old Coach Road
Millville, MA 01529

2. **Condominium Phasing.** The Declarant plans to develop the Condominium as a phased condominium, each Phase and/or Sub-Phase(s) of which shall include one or more buildings containing one or more units or one or more common facilities or elements or combination thereof. Paragraph 13 hereof sets forth the Declarant's reserved easements and rights to add additional Buildings, Units and Phases and/or Sub-Phases and Land (as such terms

are defined below) to the Condominium, and the procedure whereby the Declarant may amend this Master Deed to so add Phases to the Condominium.

3. **Description of the Land.** The land portion of the Property comprising the Condominium (the “Land”) is that certain parcel of land situated in the Town of Blackstone, County of Worcester, Commonwealth of Massachusetts and described on Exhibit A attached hereto and made a part hereof. The Land is additionally subject to such rights, interests and easement as may be hereinafter reserved to the Declarant, which rights, interest and easements shall, in all instances, be exercisable by the Declarant and it’s successors or assigns, whether so stated or not. The Land, together with the Buildings (as defined below) and other improvements constituting “Phase I” of the Condominium, are described and shown on the Condominium Plans of the Phase I Building(s) entitled “Bittersweet Meadows” Site Plan Phase 1 (Sheet 1 of 2) Units 1, and 2, Blackstone, MA Sheet 1 of 2” prepared by R.C. Searles Associates, dated April 28, 2020 (the “Condominium Site Plan”) recorded in the Worcester District Registry of Deeds (the “Registry of Deeds”) in Plan Book _____, Plan _____. The Land and the Condominium are to be developed in multiple phases. The Declarant reserves the right to add land and units to the Condominium.

4. **Description of the Buildings in Phase I.** The Buildings located on the Land and comprising Phase I of the Condominium (the “Phase I Buildings”) consists of two (2) Units located in one (1) building shown on the Site Plan, which Phase I Buildings are further described on Exhibit B attached hereto and made a part hereof, including the number of stories, number of Units, and principal materials of construction. Said Exhibit “B” may hereafter be amended as additional phases or subphases are added to the Condominium. The Phase I Buildings, and any buildings or portion thereof later added to the Condominium, are hereinafter collectively referred to as the “Building or “Buildings”. The Declarant need not complete construction of or establish any additional Phase(s) as part of this Condominium.

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

(a) **Units.** Phase 1 of the Condominium is comprised of one (1) building with a total of two (2) Units whose designation, location, approximate area, initial percentage interest, number of rooms, and immediate common area to which it has access is set forth in Exhibit C which is attached hereto and made a part hereof and are also shown on the Condominium floor plans entitled “Bittersweet Meadows Floor Plans Phase I Units 1, 2 259 Main Street, Blackstone, MA and 0 Main Street, Blackstone, MA Sheet 2 of 2” prepared by R.C. Searles Associates, dated April 28, 2020 (the “Condominium Floor Plans”) recorded herewith in the Registry of Deeds in Plan Book _____, Plan _____.

The Condominium Floor Plans depict fully and accurately the layout, locations, Unit numbers and dimensions of the Units as built and bear the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Floor Plans depict fully and accurately the layout, location, Unit number and dimensions of the Units as built, as required by the applicable provisions of Massachusetts General Laws, Chapter 183A. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his

or her Unit provided such use and designation is consistent with applicable law and with all other provisions hereof, but provided that no additional bedrooms may be created.

(b) **Boundaries of the Units.** The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors, and windows thereof as follows:

(i) **Floors.** If the flooring is concrete, the boundary shall be the plane of the lower surface of the concrete. The plane of the lower surface of the subflooring of the lowest floor including basement.

(ii) **Roof.** The top side of the top cord of the roof truss;

(iii) **Interior Walls.** The plane of the surface of the wall studs facing the interior of the Unit;

(iv) **Exterior Building Walls.** As the walls of each Unit that are Building exterior walls, including foundation walls, the plane of the exterior surface of the exterior siding, or in the case of concrete, the plane of the exterior of the concrete wall;

(v) **Exterior Doors.** The exterior surface of the door in its entirety, including the frame, jambs, hardware, doorbells, threshold and flashing, and including the exterior molding or trim, if any, and including any bulkhead doors and caulking;

(vi) **Windows.** The exterior surface of the windows and screens, skylight and solar tubes, if any, in their entirety, including the frame, mullions, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and caulking;

(vii) **Other.** Air conditioner condensers and pad, generators and pad, smoke and heat detectors (if any), decks and railings, light fixtures on decks and other exclusive use areas ("Exclusive Use Areas" are sometimes referred to as "Privacy Areas"), wiring and HVAC vents and duct work within walls and ceilings and any equipment for submetering, as well as pipes, wires, plumbing leading from common piping back to back unit, dryer vents, toilet, bath and shower piping, fireplaces, chimneys and flues and/or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit and shall be maintained, repaired and replaced by the Unit Owner at his sole cost and expense; and

(viii) **Garages.** Each Unit contains a garage which is included within the Unit boundaries.

Each Unit Owner shall be responsible for the proper maintaining, repair and replacement, and the cost thereof, of those portions of the Building containing each Unit. It is intended that the entire structure of the Building (to the centerline separating each Unit), including, but not limited to, the foundation, structural elements, exterior walls and garage shall be part of each Unit. The maintenance, repair, replacement of parts of the Building shared by the Units shall be shared equally among the Owners of the affected Units contained in such Building.

(c) **Appurtenances to Units.** Each of the Units shall have as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, use the following (sometimes herein also referred to as the “Exclusive Use Areas” or “Privacy Areas” or “Limited Common Areas and Facilities”, or “Limited Common Elements”.

(i) the driveway leading to the garage portion of the Unit and the walkway leading to the Unit. The Trust shall not be responsible for plowing the driveway. Each Unit Owner will be responsible for snow plowing and to shovel and protect against ice. All other maintenance, repair and replacement of the driveway paving and walkways shall, at the election of the Trustees, be the responsibility of the Trust. Notwithstanding the foregoing, if the Trustees determine that said maintenance and/or repairs are necessary due to the actions or negligence of the Unit Owner(s) who has the exclusive use of same then the cost of said maintenance and/or repairs shall be borne by the Unit Owner(s) who has the exclusive use of same.

(ii) any exterior porch, deck or balcony affixed to or leading from the Unit, and the area directly below the balconies, if any, shall be the responsibility of the Unit Owner to maintain, repair and replace. In addition, the cleaning of decks and patios and area beneath the deck or patio, if any, and shoveling of the deck and balcony shall also be the responsibility of each Unit Owner.

(iii) any exterior lights serving the Unit shall be the responsibility of the Unit Owner to maintain, repair and replace including, but not limited to, light bulbs. Replacement of any exterior light shall be an exact replacement or the Trustees shall grant or withhold consent to the style of any such exterior light fixture.

(iv) the Privacy Area or Exclusive Use Area, if any, for the exclusive use of Units as depicted on the Site Plan recorded with this Master Deed and any amendments, if so depicted. The Trustees in its sole discretion may give (or withhold) written consent to any Unit Owner to modify the Privacy Area in such manner as the Trustees deem appropriate. The Trustees shall have the power, and each Unit Owner by acceptance of a deed agrees and consents to the Trustees having the power, to allow the Unit Owner to make certain modifications to the Privacy Area, including, but not limited to, creating gardens acceptable to the Trustees. If approval is granted by the Trustees, such approval shall be on such conditions as the Trustees determine in its sole discretion, and all work shall be done in a good and workmanlike manner using first class materials free from defects. The Trustees shall have the right in its sole discretion to deny approval to any Unit Owner for any reason, including but not limited to aesthetic reasons, the potential for blocking the view of a neighboring Unit Owner or for any other reasons which the Trustees may in its sole discretion determine. The Unit Owner shall be responsible for all maintenance, repair and replacement of all improvements and other items contained within the Privacy Area and serving only the Unit in question, including any barbecue, satellite system and/or landscaping. The Unit Owner shall also be responsible for insuring for liability purposes and for property damage purposes all modifications and additions made to said

area. The Unit Owner shall be responsible for obtaining any required governmental approvals or permits for said work and shall comply with all requirements of the Town of Uxbridge.

6. **Description of Common Areas and Facilities.** The Common Areas and Facilities of the Condominium (hereinafter called the “Common Elements” or “Common Areas” and Facilities”) consist of the Property as defined above exclusive of the Units, including, without limitation, the following:

(a) The Land described in Section 3 above, subject to and with the benefit of rights and easements applicable or appurtenant thereto;

(b) Installation of services such as power, light, oil, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including (i) equipment contained within and/or servicing a single Unit, and (ii) wires, conduits and equipment reserved by the Declarant);

(c) All conduits, chutes, ducts, shafts, plumbing wiring, flues, and other facilities for the furnishing of utility services serving more than one Unit, or waste removal serving more than one unit, and all such facilities contained within any Unit, which serve parts or the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement;

(d) All common equipment wherever located in, on, or around the Buildings, provided, however that such common equipment does not include any heating or hot water or cooling or chilling equipment or utility meters, which serve any Units exclusively, such equipment or meters, respectively, being the property of the Unit exclusively served thereby;

(e) Any mailbox banks subject to the reserved rights of the Declarant and the maintenance obligations of the Unit Owners as stated in this Master Deed and the Declaration of Trust;

(f) All other apparatus and installations existing in the Buildings for common use, or necessary or convenient to existence, maintenance or safety of the Buildings;

(g) All other property not included within the definition of Unit, including such additional Common Elements as may be defined in Massachusetts General Laws, Chapter 183A.

The Common Elements shall be subject to the provisions hereof and of the Trust, and the Rules and Regulations promulgated pursuant to the Trust with respect to the use thereof.

7. **Undivided Interest.** The Unit Owners in Phase I of the Condominium shall have an undivided interest in the Common Areas and Facilities in the percentages as specified in Exhibit C, for so long as the only Units in the Condominium are the Phase I Units. From and after the addition to the Condominium of any subsequent Phase I Sub-Phase or subsequent Phases (both as defined in Section 13 and 19) containing additional Units (the “Additional Units”) pursuant to the provisions of this Master Deed, the Percentage Interest to which the Phase I Units (and Units added by way of previously recorded Phasing or Sub-Phasing Amendments as defined in Section 13 and 19) is entitled shall be reduced accordingly and the Percentage Interest to which the Phase I Units and all additional Units subsequently included herein shall be determined in fair and equitable proportions in accordance with Massachusetts General Laws, Chapter 183A. To that end the percentages of undivided interest in the Common Areas and Facilities to which a Unit (whether included therein in Phase I or a subsequent Phase), shall be entitled shall be determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, measured as of that date.

The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant or its sole discretion to obtain a 100.00 percent total for all Units. Each Unit Owner and mortgagee, by acceptance of a Unit deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interest and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Trust. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said approximate square footage of one unit to the aggregate square footage of all Units.

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, as provided in Section 5(d) of the Massachusetts General Laws, Chapter 183A. In addition, to all provisions of said Section 5(d) of Massachusetts General Laws, Chapter 183A, the use of said Common Areas and Facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Exclusive Use Areas.

8. **Plans.** As stated above, simultaneously with the recording hereof there has been recorded the Condominium Site Plan and the Condominium Floor Plans of the Phase I Building(s) showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Buildings or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain Common Areas and Facilities.

9. **Common Easements and Rights of Access.** 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, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit. The Trustees, and any of them, any property manager or managing agent, and any other person authorized by the Trustees or by any property manager

or the managing agent (the "Property Manager"), shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the common expenses (as provided for, or defined in, Article V of the Trust), or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

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) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Buildings, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

11. **Intended Use**. The Buildings, the Units and the Common Areas and Facilities are intended to be used solely for residential purposes and accessory uses thereto, and the Common Elements being used incidental thereto, provided however, that any Unit may also be used as an office but only (a) accessory to such residential use; (b) only if and to extent such accessory office use is permitted by applicable zoning laws; and (c) no one shall be employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such business use. The Buildings, the Units and the Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, or conflict with, these intents on the restrictions hereinafter in the Declaration of Trust contained. All Unit owners are prohibited from using the property as an "AB&B" or transient rental.

12. **Restrictions on Use**. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Buildings and Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows; except to the extent that enforcement of same may be held to be prohibited by law;

(A) NO UNIT SHALL BE USED FOR ANY PURPOSE OTHER THAN RESIDENTIAL HOUSING AND USES ACCESSORY THERETO.

(B) No Unit (except for Units owned by the Declarant or any affiliate, person or entity), may be leased, rented or let unless upon a written agreement between the Unit Owner and proposed occupant therefore in a form and content acceptable to the Trustees and for a term of not less than six (6) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) the letting is for the entire Unit; (4) no subletting is permitted; (5) short-term use or transient use of the

Unit, or any portion thereof, such as listing with short-term rental services such as Airbnb, etc. is not permitted. For purposes of this restriction the "deeded owner" shall be deemed to include, as to a Limited Liability Company, the Managers and Members of such entity; and as to a Trust, the Trustees and Beneficiaries of such Trust; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

In such event as during the course of occupancy of a tenant of a Unit demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term and such Unit Owner shall take such other action, including, eviction of the tenant as the Trustees in their sole discretion require. All leases shall contain the following notice, in capital letters, double spaced:

THE CONDOMINIUM/APARTMENT UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDINGS ARE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDINGS ARE (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 OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY 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, LEGAL FEES AND COSTS AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

The provisions of Section 12 concerning leasing shall not apply to Declarant, construction and/or acquisition lender, or any institutional first mortgage holder acquiring a unit by foreclosure or deed in lieu of foreclosure.

(C) Except as otherwise provided for by the Fair Housing Amendment Act of 1988 and its regulations and amendments, customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Trust and the Rules and Regulations attached thereto, as amended from time to time, provided, however: (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules

and regulations, (3) that said pet(s) do not create a nuisance as the Trustees may in their reasonable discretion determine, (4) any such pet(s) are duly registered with the Trustees on a document substantially similar to Exhibit E attached hereto, (5) pets shall be walked in the designated pet walking area, if any, and (6) residents must clean up after their pet. The conduct of such pet(s) upon the Common Elements is subject to Rules and Regulations adopted from time to time by the Trustees. If said pet is deemed a nuisance by the Trustees, in their sole discretion, the Trustee may require the pet owner to remove the pet after notice and opportunity to be heard upon ten (10) days' notice. In addition, such pet shall not interfere with the quiet enjoyment of the condominium by its residents. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed, and the Board of Trustees shall have the right to adopt further Rules and Regulations prohibiting dangerous breeds from the property, in their sole discretion.

(D) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, By-Laws, the Rules and Regulations, or Massachusetts General Laws, Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

(E) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may use one or more Units for sales offices, models and other purposes, and may rent, lease or license Units.

(F) The architectural and structural integrity of the Buildings and the Units shall be preserved and to that end, without the express written consent of the Trustees, no deck, balcony, porch, garden or yard enclosure, awning, screen, antenna, satellite dish (except to the extent such antenna or satellite dish is permitted by the Telecommunications Act of 1996 and the Rules and orders of the FCC) and permitted by Exhibit D and D-1 attached hereto, rooftop mounted photovoltaic system (except to the extent such solar photovoltaic system is permitted by Massachusetts state law and any other rules and regulations adopted pursuant thereto) and permitted by Exhibit F attached hereto, sign (except for signs used by Declarant or its agents), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any other Common Element and without the express written consent of the Trustees, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his or her Unit, except for the exterior visible surfaces thereof, as he or she should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Buildings, the Unit Owner may be required to undertake such reasonable measures as the

Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior wall or partition, nor change the use and/or designation of any room within his/her/their Unit; except that additional bedrooms may not be added or created, and further provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the Buildings systems. In addition, Unit Owners shall provide: (1) reasonable advance notice thereof to the Trustees; (2) all reasonable and necessary documents and plans are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work; (6) such lien releases, waivers, or affidavits from, or the submission of other appropriate forms by the contractor subcontractor and materialmen performing such work or supplying material with respect to such work as the Trustee or Trustees may require; and the Trustee or the Trustees may impose additional requirements and may require the Unit Owner to record such condition and approval documents with the Registry of Deeds.

(G) Unit Owners who mortgage their Unit shall notify the Trustees providing the name and address of the mortgagee.

(H) No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.

(I) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustee(s), except as may be otherwise provided for herein.

(J) No Unit Owner may alter the landscaping located on the Common Areas and Facilities.

(K) No use of the Common Elements shall be made for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of Units.

(L) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No Unit, or Limited Common Element or Exclusive Use Area, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, 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. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. **Rights Reserved to Declarant.**

13.1 As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with the Buildings described and shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of one (1) Building and two (2) dwelling units. The Declarant's intention is to add additional Phases through various sub-phases each of which shall consist of one or more Buildings. The Condominium shall consist of additional Phases constructed and to be constructed, on the Land and the Property. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Land (other than Phase I) or any other portions of the building(s) shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by and shall be the exclusive responsibility of the Declarant.

13.2 The building(s) (and portions of buildings) for Phase 2 and all subsequent Phases ("Future Phases") are to be constructed on the areas described or shown on said Site Plan or on areas to be shown on subsequently recorded site plan(s). When all Phases of the Condominium have been developed, it is anticipated that there will be a total of up to twelve (12) Units, six (6) residential Buildings in numerous Phases and/or Sub-Phases. The Declarant need not complete construction of or establish any additional Phase(s) as part of this Condominium, however.

13.3 The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.

13.4 As described above, with respect to any portion of a Building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant reserves for the benefit of itself and its successors and assigns exclusive ownership of such Building(s) or portions of Building(s), as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas shown on the Site Plan located beyond the Phase I area, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master

Deed or in future Amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

13.5 The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewer, walkways, and drainage lines to service the dwelling units constructed on the Land described in Exhibit A.

13.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any Unit Owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described in Section 13.7 below, the building areas shown on the Site Plan outside of the Phase I Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments. With respect to said later Phases or Sub-Phases:

(a) The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the Building(s) containing the Units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Massachusetts General Laws, Chapter 183A;

(b) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional units, as well as the right to create and designate limited common areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Building(s) in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant for which a certificate of occupancy has been issued and shall thereupon be subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as to Phase I in this Master Deed as Common Areas and Facilities. After the recording of such amendment of this Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the Units in Phase I and the Units subsequently created by Amendment(s) to the Master Deed;

(c) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within twenty-five (25) years after the date of recording of this Master Deed, or such later date as may be allowed by the then-current guidelines of the Federal National Mortgage Association ("FNMA") for multiple-phase projects, or as may be otherwise specifically allowed in writing by FNMA as to this Property, then the

foregoing reserved rights shall terminate and be of no effect. With respect to any such later Phases not yet created, the Land where said phases were not created may be withdrawn at any time by Declarant.

(d) Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and location of Units in any of such later Phases or Sub-Phases.

Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by said Chapter 183A of the General Laws of Massachusetts, as currently existing or as amended. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

13.7 Upon the happening of any of the events described in (a), (b) or (c) below in this Section 13.7, certain portions of the Building(s) as described in the Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond the Phase I Area on the Site Plan or any revised Site Plan or Phasing Plan hereafter recorded may become part of the general Common Areas (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records a Phasing Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) one hundred twenty (120) days after the time limit to record such Phasing Amendment(s) expires, as set forth in 13.6 above; or (c) as to any specific area(s) designated by Declarant, if the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 13.6 above. Until such time as any such areas become part of the general Common Areas as described in this Section 13.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.

13.8 The Declarant reserves the right for itself and its successors and assigns to construct the Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase I, so long as those styles and sizes conform to applicable zoning by-laws and regulations (or permit(s) and approvals relating to the property) and

the Units are of consistent quality of construction. The designation of each Unit in said Future Phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall contain, with respect to Future Phases, all of the particulars required by said Massachusetts General Laws, Chapter 183A of the General Laws of Massachusetts. From and after the recording of such Amendments, the Condominium shall include the Phases added by such Amendments and the Units therein for which a Certificate of Occupancy has been issued shall be subject to condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove. All intended improvements in future Phases will be substantially completed prior to annexation in such Phasing Amendment(s).

13.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond the Phase I Area shown or designated on the Site Plan, for all purposes necessary or desirable in order to construct the later Phases or Sub-Phases and the Condominium units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic and to connect or tie into utility services.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until one hundred (120) days after the last of the Condominium Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television, water, air and all sewer and drainage pipes to serve any or all of the buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, boardwalks, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways,

roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, or abutting property owner(s), easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day or longer if determined necessary by Declarant in its sole discretion) the use by Unit Owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and Facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and, sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves the right until one hundred twenty (120) days after all units which may be added to the Condominium are added, to use any Unit owned by the Declarant and a room or rooms or other space as it deems desirable for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land and to keep storage containers on the site.

13.10 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

13.11 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive one hundred twenty (120) days after the sale of all of the Units which may be created by the Declarant, and are to be deemed to be fully transferable, running with the land.

13.12 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this

Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

13.13 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

14. **Title to Units.** Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, a trustee in the name of a fiduciary, limited liability company, corporation, partnership or any other legal entity.

15. **Units Subject to Master Deed and Declaration of Trust.** All present and future Unit Owners, tenants, visitors, servants, occupants and mortgagees of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of

a Unit or the entering into occupancy of any Unit or the grant of a mortgage loan on any units shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, 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 provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

16. **Sale or Lease of Units.** A Unit Owner may, subject to the restrictions of this Master Deed, and the Trust, sell, assign, lease, or otherwise transfer all of his or her interest in his or her Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium- (i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests” in the manner set forth below:

(a) **Subjection to Condominium Documents.** Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of the Massachusetts Condominium Act, this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

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

(c) **6D Certificates**. Upon request of a Unit Owner or his or her designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with Massachusetts General Laws, Chapter 183A, Section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement.

17. **Amendment of Master Deed**.

(a) **Declarant's Consent**. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant (or any affiliated entities or individuals of Declarant) owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns and no amendments which are objected to by the Declarant shall be permitted before the Declarant has sold all units (or resold in the event of affiliated entities or individuals have purchased Units).

(b) **General Amendments**. Except as set forth in Section 13 and 19 relating to Phasing Amendments, and except as otherwise provided in (a) or (c) of this Section 17, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to fifty-one percent (51 %) or more of the undivided interests in the common areas and facilities provided, however, that:

(i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within twelve (12) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained.

(ii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;

(iii) Except as provided for in Section 13 and 19 hereof or elsewhere in this Master Deed, 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 or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;

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

(c) **Special Amendments.** Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee, may execute and record a special amendment as long as it (or any affiliated entity or individual) owns any Units in the Condominium or the right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws, Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any regulations promulgated pursuant thereto by the Department of Housing and Urban Development ("HUD"), Massachusetts General Laws Chapter 151B, the Town of Uxbridge, the Federal Housing Administration ("FHA"), Veterans Administration ("VA"), DHCD, Mass housing, FHA, Massachusetts Architectural Access Board and any other governmental insurer or guarantor of Unit mortgages, including private mortgage insurers, the right to execute and record such special amendments shall pass to the Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in later Phases or Sub-Phases.

18. **FNMA/FHLMC Provisions.** Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter "First Mortgagee") with respect to the Units and shall be enforceable by any First Mortgagee:

(a) Any right of first refusal in connection with the sale of a Unit in the condominium project documents will not adversely impact the rights of a First Mortgagee or its assignee to:

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

(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 or its assignee.

(b) Amendments of a material adverse nature to mortgagees must be agreed to by First Mortgagee who have requested notice of such amendments in writing to Condominium that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages, but failure to respond to the request for an amendment sixty (60)

days after such notice is mailed certified mail, return receipt requested to mortgage holders shall be considered assent in favor of the Amendment.

(c) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by First Mortgagees that represent at least fifty-one percent (51 %) of the votes of the Units that are subject to mortgages.

(d) First Mortgagee and guarantors of the mortgage on any Unit shall have the right to timely written notice from the Trustees of:

(i) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

(ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage and Unit Owners, by the recording of their deed consent to communication by the Trustees and their attorney with the Unit Owners' lenders relating to delinquencies;

(iii) A lapse or cancellation, of any insurance policy maintained by the Trust;

(iv) Any proposed action that requires the consent of a specified percentage of First Mortgagees;

(e) Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements unless the insurance proceeds are used to restore or rebuild the casualty loss.

(f) Except as provided in Massachusetts General Laws, Chapter 183A, including, but not limited to Section 6(c) of Massachusetts General Laws, Chapter 183A, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for such Common Area charges as are provided in the Massachusetts General Laws, Chapter 183A, Section 6.

Any First Mortgagee that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request, sent certified mail, return receipt requested, 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 paragraph, when recorded 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 Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the FNMA and FHLMC with respect to condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

Construction and/or acquisition Lender and its successors and assigns shall be entitled to approve all amendments to the Master Deed and Declaration of Trust, shall not be subject to the provisions of 18(d) and all rights under section 18(e) so long as it holds any mortgage or security interest on any declarant owned units or phasing rights.

19. **Conflicting Provisions.** If any provisions of this Master Deed shall be invalid or shall conflict with Massachusetts General Laws, Chapter 183A or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

(a) In the event of a conflict between the Master Deed and Massachusetts General Laws, Chapter 183A, as amended, the provisions of Massachusetts General Laws, Chapter 183A shall control;

(b) In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control;

(c) In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and

(d) In the event of any conflict, other than as set forth in 19(b) above, between the provisions of Paragraph 15 hereof and any other provisions of this Master Deed or the Declaration of Trust the provisions of Paragraph 15 shall control.

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

21. **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.

22. **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. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

23. **Chapter 183A.** The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Massachusetts General Laws, Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Massachusetts General Laws, Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Massachusetts General Laws, Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Massachusetts General Laws, Chapter 183A shall have the same meanings herein unless the context otherwise requires.

24. **Duration.** The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Massachusetts General Laws, Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Massachusetts General Laws, Chapter 183A, or any successor to such section. Construction and/or acquisition Lender shall be a successor to the Declarant in the event of a foreclosure or deed in lieu of foreclosure or in the event of any action in the event of default, including, but not limited to, the right to phase in units and all rights included in Section 12 of this Master Deed.

Witness the execution hereof under seal this _____ day of August 2022.

CB2 BUILDERS, LLC

By _____
Elaine Thibault, manager

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY, SS

On this _____ day of August, 2022 before me, the undersigned notary public, personally appeared Elaine Thibault, Manager of CB2 BUILDERS, LLC, a Massachusetts limited liability company, personally known to the notary, to be the person whose name is signed on the preceding or attached document as Manager of said limited liability company, and acknowledged to the notary that he signed it voluntarily for its stated purpose as Manager of said limited liability company.

Michael E. Heaney, Notary Public
My Commission Expires: 03/2/2029

EXHIBIT A

Legal Description of Land

PARCEL ONE:

259 Main Street, Blackstone, Massachusetts

A certain lot or parcel of land with all the building and improvements thereon, situated in the Town of Blackstone, County of Worcester, Commonwealth of Massachusetts, on the southerly side of Main Street and on the westerly side of a private unnamed street as shown on a certain plat entitled, "Map of a portion of Blackstone including that part of the Blackstone Co. estate laying west of the mills and of the River, Laid into house lots 1847 L.M.E. Stone Engineer, Scale 200 feet to one inch" which plat is recorded in Worcester District Registry of Deeds in said County of Worcester in Book 431 at Page 647.

Said lot is bounded and described as follows:

Beginning at the end of a stone wall in the southerly line of said Main Street at a point which is 103.9 feet measured on a course of 78 degrees 06' E. from the corner formed by the intersection of said street is shown on the aforementioned Plat, said point of beginning being the northwesterly corner of the lot hereby described and the northeasterly corner of land now or formerly of Gactano Cortellessa and Piertrina Cortellessa, his wife: thence

S. 78degrees 06 bounding northerly on said Main Street, 103.69 feet to said private street; thence

S. 03 degrees 24' E. in part along a picket fence, bounding easterly on said private street, 205.81 feet to land now or formerly of one Marguerite Yvonne Lemoine; thence

S. 86 degrees 36' W. bounding southerly on said Lemoine land, 100 feet to said Cortellessa land; thence

N. 03 degrees 24' W: bounding westerly on said Cortellessa land, in latter part along a stone wall, 233.19 feet to said Main Street at the point of beginning.

Said lot is shown on that certain plat entitled, "Occupational Survey of Properties owned by Gaetano & Piertrina Cortellessa, Wladyslaw Adamczyk & Anastazio Sobolewski, Marguerite Yvonne Lemoine, Gladys H. Tyks, Frank Kukla, Blackstone, Mass April 1959, Scale: 1 inch = 20 feet. G. Bertrand Bibault, Civil Engineering, Woonsocket, RI, Mass Reg#5736", which plan is recorded in Worcester District Registry of Deeds in Plan Book 239, Plan 88.

PARCEL TWO:

0 Main Street, Blackstone, Massachusetts

A certain tract or parcel of land with the improvements located thereon, situated upon the northerly side of Main Street, in the town of Blackstone, Worcester County, Commonwealth of Massachusetts, bounded and describe as follows:

Beginning at a stake on the northerly line of Main Street at the westerly corner of land now or formerly of the Lonsdale Company, a Rhode Island Corporation; and conveyed, one hundred twenty-four (124) feet to a stake on the southerly line of the Providence and Worcester Division of the New York, New Haven and Hartford Railroad.

Thence turning westerly and running along southerly line of said railroad, five hundred and (520) feet to a stone bound at corner formed by the southerly line of the now or formerly New York, New Haven and Hartford Railroad;

Thence running in a southwesterly direction, forty-seven and 60/100 (47.60) feet to a corner of land now or formerly of Charles Tyks, et ux. To Main Street;

Thence running easterly along the northerly line of Mian Street, four hundred fifty-five and 72/100 (455.72) feet to the pint of beginning.

Being a portion of the same premises conveyed by deed of Timothy M. Thibault and Elaine Thibault a/k/a Elaine V. Thibault to CBS2 BUILDERS, LLC dated and recorded June 9, 2022, with the Worcester District Registry of Deeds in Book 67726, Page 12.

EXHIBIT B

Description of Buildings

Number of Units in Phase I:

Phase I contains Two (2) Units

Number of Buildings/Unit

Proposed for Project: Six (6) Buildings containing two (2) Units each

Number of Stories:

There is only one Unit Type, and it is a two-story Unit, plus a poured concrete foundation, basement and one-car garage

Principle Materials of Construction:

Wood-frame construction with concrete foundation, vinyl siding and architectural roof shingles

EXHIBIT C

Unit Descriptions and Percentage Interest

Unit Designations: **Unit 1**

Street Address: ????

Basement Floor Area: 572+/- square feet

First Floor Area: 572+/- square feet, Garage Area ???+/- square feet

Second Floor Area 572+/- square feet

Rooms: Kitchen, Living Room, ½ Bathroom, Master Bedroom, Walk-In Closet, Master Bathroom, Second Bedroom, Bathroom, Laundry, One Car Garage and deck

Percentage Interest in Common Areas: 50%

Unit Designations: **Unit 2**

Street Address: ??????

Basement Floor Area: 572+/- square feet

First Floor Area: 572+/- square feet, Garage Area ???+/- square feet

Second Floor Area 572+/- square feet

Rooms: Kitchen, Living Room, ½ Bathroom, Master Bedroom, Walk-In Closet, Master Bathroom, Second Bedroom, Bathroom, Laundry, One Car Garage and deck

Percentage Interest in Common Areas: 50%

- NOTES:
1. Each Unit has immediate access to the exterior Common Areas and Facilities as shown on the Site Plan
 2. Refer to Site Plan recorded herewith for Unit locations

EXHIBIT D

SATELLITE AND ANTENNA RESTRICTIONS

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission ("FCC") standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Definition. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. (a) No resident shall install a Reception Antenna on any portion of the Common Areas and Facilities unless the area is a Limited Common Element or Exclusive Use Area appurtenant to the Unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's Unit or Limited Common Area or onto the Common Areas and Facilities does not comply with this rule.

3. If a Reception Antenna is installed in a Limited Common Element or Exclusive Use Area appurtenant to the Unit where the resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve (12) feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Limited Common Element or Exclusive Use Area. In no event may Reception Antennas be installed on roofs, lawns or other Common Areas and Facilities. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the Unit Owner and may not be connected through Common Areas or Facilities.

(d) Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two (2) feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the Common Elements or the Units, void any warranties of the Trust or other Unit Owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units, and other property caused by the installation, existence, or use of

the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Trust for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Trust and its Property Manager, if any, as additional named insureds.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Trust may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the Unit Owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

5. Transmission Antennas are prohibited except for those defined in Section I (a).

6. To the extent permitted by the FCC, in order to allow the Trust's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or Unit Owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. This Restriction may be amended from time to time as deemed necessary.

EXHIBIT D-1

NOTIFICATION AND APPROVAL FORM
FOR THE INSTALLATION OF DBS SATELLITE DISH,
MMDS ANTENNA OR TV ANTENNA

NOTE: This form is required to be completed and returned five (5) days prior to the installation of an antenna in order for the Trustees to review the proposed installation method to attempt to ensure the safety of all residents and Unit Owners.

TO: Bittersweet Meadows Condominium Trust
Elaine Thibault, Trustee
30 Old Coach Road
Millville, MA 01529

FROM: Owner's Name: _____
Mailing Address: _____
Phone Number (Home): _____
Phone Number (Work): _____
Unit Address: _____

Type of proposed satellite dish or antenna (check any that apply)

- _____ DBS satellite dish 1 meter or smaller (e.g. Primestar, Dish network, Direct TV)
- _____ MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
- _____ Television antenna

Installation will include a mast _____ no _____ yes

If yes, insert total length or height of mast: _____ feet.

(Note: mast may not exceed twelve (12) feet.)

Installation will be done by: _____ resident _____ licensed contractor

If by a licensed contractor, please fill in the information below:

Name: _____

Address: _____

Phone Number: _____

Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming the BITTERSWEET MEADOWS CONDOMINIUMS TRUST and its Property manager, if any, as additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the location of the dish or antenna and attach a diagram or drawing of the location of the antenna.

Will the installation and the location of the dish or antenna comply with the Trust's regulations?

_____ Yes _____ No

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Trust's restrictions with respect to the installation, operation and maintenance of dishes and antennas.

Signature: _____

Date: _____

BITTERSWEET MEADOWS

EXHIBIT E

PET REGISTRATION

ONE FORM FOR EACH PET

PET OWNER: _____

UNIT NUMBER: _____

TYPE OF PET: _____

PET DOG BREED: _____

NAME: _____

PET DOG HEIGHT: _____

PET DOG WEIGHT: _____

PET DOG AGE: _____

PET DOG COLOR: _____

TOWN OF UXBRIDGE

DOG LICENSE #: _____

PET CAT BREED: _____

NAME: _____

PET CAT HEIGHT: _____

PET CAT WEIGHT: _____

PET CAT AGE: _____

PET CAT COLOR: _____

DAY TIME PHONE NUMBER OF PET OWNER: _____

I/WE CERTIFY THAT THE PET HAS BEEN VACCINATED AS REQUIRED BY LAW.

SIGNATURE OF PET OWNER: _____

DATE COMPLETED: _____

The Board shall have the right to reject a pet if such breed is generally vicious, barks or howls excessively or if the Unit Owner or resident is unable to control the pet while on a leash.

EXHIBIT F

SOLAR PANEL SYSTEM POLICY

The following rules apply to all Solar Panel System installations. Any unit owner desiring to install a Solar Panel System in the Common Areas, including but not limited to, the roof must complete an application in a form approved by the Trustees together with plans and specifications for the proposed installation.

1. Definition of Solar Panel System as used herein is solar photovoltaic panels together with all appurtenances and connections for the production of solar energy.

2. The plans and specifications for the Solar Panel System must be satisfactory to the Trustees and include at a minimum as built plans depicting the location, size, materials and color of the solar photovoltaic panels and appurtenances such as wiring, including how and where all wiring or conduit will be anchored.

3. No installation of a Solar Panel System can be performed unless and until the Trustees have approved an application for installation including the copies of the plans and specifications, contractor's insurance and all applicable permits required by the Town of Uxbridge, Massachusetts. The Trustees may in their discretion approve or deny the application or approve the application with conditions, including, without limitation, payment of a fee to the Trust for the exclusive use of the Common Area of the Condominium.

When application is complete the Trustees will endeavor to respond to the application within a reasonable time after submission depending upon the Trustees' meeting schedule. A structural engineering assessment of the roof structure of the Building on which the Solar Panel System is to be installed and an analysis of the roof warranty for said Building may be required

and the applicant shall be responsible for payment of the cost of said structural assessment and warranty analysis.

4. As a further condition of approval of the Solar Panel System application, the Unit Owner will be required to enter into a recordable easement agreement (the "Easement Agreement") with the Trustees for the exclusive use of the condominium's roof or other Common Area in a form to be determined by the Trustees.

5. The Easement Agreement will be prepared by counsel for the Trust at the Unit Owner's cost and expense and will include, without limitation, the following terms and conditions:

(a) The Unit Owner is solely responsible for the cost to install, repair and maintain the Solar Panel System;

(b) The Unit Owner is responsible for any damage attributable to the installation of the Solar Panel System and will indemnify and hold harmless the Trust and the other unit owners from any harm or damage caused by the Solar Panel System;

(c) The Unit Owner must insure the Solar Panel System at his/her or their cost and expense and name the Trust on the certificate of insurance as an additional insured. The form of the insurance certificate and the amount of insurance coverage must be satisfactory to the Trustees;

(d) All costs incurred by the Trust related to the application for installation of the Solar Panel System, including, but not limited to, the Association's attorney fees for drafting, completing and recording the Easement Agreement will be paid by the Unit Owner;

(e) If repairs to the roof are required at any time in the sole discretion of the Trustees, the Unit Owner will be responsible for removal and replacement of the Solar Panel System within a time frame determined by the Trustees;

(f) If the Unit is sold or transferred, the new unit owner will be subject to the same conditions set forth in the Easement Agreement which will run with the Unit.

6. At the time the application is approved and the Easement Agreement is signed, the Trustees, in addition to all the other costs paid by the Unit Owner as set forth in the Easement Agreement, may require that the Unit Owner shall deposit a sum of money deemed adequate by the Trustees in their sole and absolute discretion (the "Security Deposit") to be held by the Trust in escrow while the Solar Panel System is installed on the Roof of the specific Condominium Unit.

The Security Deposit will be refunded to the then owner of the Unit if and when the Solar Panel System is removed and the roof is restored at Unit Owner's expense to the same condition that existed prior to the installation of the Solar Panel System.

