

FIRST AMENDMENT TO MASTER DEED
STOCKBRIDGE LANDING CONDOMINIUM
1256 MAIN STREET
WALTHAM, MASSACHUSETTS

The First Amendment to the Master Deed for the Stockbridge Landing Condominium, is being issued by SL Owner LLC, a Massachusetts limited liability company with a business address of 1256 Main Street, Waltham, Massachusetts 02451.

WHEREAS, SL Owner LLC, a Massachusetts limited liability company, (the “Declarant”) executed and recorded the Master Deed dated December 15, 2020 recorded with the Plymouth County Registry of Deeds in Book 54041, Page 1 (the “Master Deed”) thereby creating the Stockbridge Landing Condominium (the “Condominium”) pursuant to Chapter 183A of the Massachusetts General Laws (the “Act”);

WHEREAS, the Declarant, under 7.3(D) of the Master Deed, the right to Amend the Master Deed to correct clerical, typographical or other errors in the Master Deed or the Trust or any Exhibit thereto, or any supplemental or amendment thereto and to take all actions as may be necessary thereto;

NOW THEREFORE, pursuant to the rights under the Master Deed, the Declarant hereby amends the Master Deed.

The Master Deed is hereby amended as follows:

1. **Section 2.2 Descriptions:** Paragraph 1 is hereby deleted in its entirety and restated as follows:

It is the intention of the Declarant to develop the **Sixty-Eight (68)** Units in **Thirty-Four (34)** buildings, to be constructed, and as depicted and as shown of the Proposed Development Plan, as referenced above.

2. **Section 3.2: Plans** is hereby deleted in its entirety and restated as follows:

Simultaneously with the recording of *the* Master Deed, there shall be recorded, a set of Floor Plans for each such additional Building(s) and Additional Unit(s), being thereby submitted to the Condominium and containing such certifications as required by Section 8 (f) of the Act. Any Amendment to the Master Deed pursuant to Article VII may include, but shall not be required to include, a Site Plan. In the event that Declarant elects to amend the Master Deed to include Additional Units pursuant the provisions of Section 7.2, any such amendment shall include a *set of Floor Plans for the Additional Building(s) and Additional Unit(s) being submitted to the Condominium in such Phase or Phases*, ;

3. **Section 3.3:** Paragraph 5 is deleted in its entirety and restated as follows:

With respect to Additional Buildings and the Additional Units, this Master Deed will be Amended in accordance with and pursuant to Section 7.2, at the time or times that such Additional Building(s) and Additional Unit(s) therein, are included in the Condominium, and each such Amendment shall be filed with the *Plymouth County Registry of Deeds* (hereinafter, referred to as, the "Registry"), together with a set of Floor Plans of each such Additional Building(s) and Additional Unit(s), showing the layout, location, Unit designations, and dimensions of the Units, and bearing the verified statement of a registered architect, engineer or land surveyor that said plans fully and accurately depict the layout, location, Unit designations (if applicable), and dimensions of the Additional Unit(s) and/or the Additional Building(s) as built.

4. **Section 7.2:** Paragraph 1 is deleted in its entirety and restated as follows:

Notwithstanding the foregoing, Each owner and mortgagee of a Unit within the Condominium by acceptance and recording of a deed or mortgage to a Unit, shall thereby have consented to any such Amendment(s) to the Master Deed by Declarant pursuant to this section (sometimes called "Phasing Amendment") including, but limited to the corresponding modification of percentage interest in the common areas and facilities and/or the granting or exercise of any of 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 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.

5. Exhibit "B-1" is deleted in its entirety and restated pursuant to Exhibit A attached hereto and incorporated herewith by reference;
6. **Section 4.3** is hereby amended as follows:

*Add Section 4.3(C)(4). The exclusive right and easement to use rear yard areas, exclusively serving and/or extending from such Unit, and/or referred to in the description of the unit in **Exhibit "B"**, as shown on Site Plans or Floor Plans recorded with the Master Deed, herewith or with Unit Deed, by which any such Unit is included in the Condominium;*

7. **Section 6.3 (C)(1)(b)** is hereby deleted in its entirety and restated as follows:

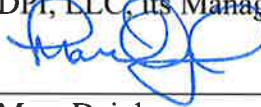
*Any alteration to any landscaping components, paving material of a patio, or landscaping of a Unit, as provided for in Section IV of **Exhibit "D"** to this Master Deed except for the installation of two (2) sections of white vinyl fencing, not to exceed eight (8') in length and six (6') feet in height between the rear yard area designated as 'Exclusive Use' of any two units with walkout basements, within a single building.*

8. **Exhibit B "Unit Description"** is hereby amended by adding the following language to each general description of the Unit types and styles:

"The Unit is conveyed with the right to use rear yard area designated as 'Exclusive Use' as shown on site plan filed the Master Deed, herewith or with Unit Deed which is appurtenant exclusive to said Unit."

EXECUTED under seal this 22nd day of April, 2021.

SL Owner, LLC,
By: DPI, LLC, its Manager



By: Marc Daigle
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 22ND day of APRIL 2021, 2021, before me, the undersigned notary public, personally appeared, Marc Daigle, Duly Authorized Manager of DPI, LLC, Manager of SL Owner, LLC, proved to me through satisfactory evidence of identification, which was a *Mass. Driver's License*, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and with the authority to sign as Manager of DPI, LLC, duly authorized Manager of SL Owner, LLC, and as the free act and deed of SL Owner, LLC



Notary Public

My Commission Expires 09/27/2024

Seal:

