

MASTER DEED
STOCKBRIDGE LANDING CONDOMINIUM

SL OWNER, LLC, a Massachusetts Limited Liability Company (hereinafter, referred to as, the "Declarant"), with its present mailing address of 1264 Main Street, Waltham, Massachusetts 02451, being the Owner of that certain parcel of land (hereinafter, referred to as, the "Land" or the "Property"), which is located *off Stockbridge Road, in Scituate, Plymouth County, Massachusetts 02066*, and as more particularly described on *Exhibit "A"*, by duly executing and the recording of this Master Deed, does hereby submit the Land, together with the buildings and improvements now, or hereafter erected thereon, including any and all easements, rights and appurtenances belonging thereto (hereinafter, referred to as, the "Property") to the provisions of Massachusetts General Laws Chapter 183A, as the same may be Amended from time to time (hereinafter, referred to as, the Condominium "Act"), and proposes to create, and does hereby create, by this Master Deed, with respect to the Property, a Condominium, which shall be governed by and subject to, the provisions of the Act. The Land, as defined herein, may be increased by the addition of parcels of land, as described in Article III hereof.

The Property is conveyed subject to and with the benefit of all easements, restrictions, agreements, rights, permits, and approvals, as attached hereto, on *Exhibit "A-1"*.

ARTICLE I.
NAME OF THE CONDOMINIUM
AND
ORGANIZATION OF UNIT OWNERS

Section 1.1: Name of the Condominium. The Condominium is to be known as the **STOCKBRIDGE LANDING CONDOMINIUM** (hereinafter, referred to as the "Condominium").

Section 1.2: Organization of Unit Owners. A Trust through which the Unit Owners (as defined below) will manage and regulate the Condominium, is being established concurrently herewith, pursuant to the Act, as the organization of Unit Owners for the Condominium (hereinafter, referred to as, the "Unit Owners" and, Individually, a "Unit Owner").

The name of the Trust is the "**STOCKBRIDGE LANDING CONDOMINIUM TRUST**" (hereinafter, referred to as, the "Trust"). The Trust also contains the *By-Laws* of the Organization of Unit Owners (hereinafter, referred to as, the "By-Laws") and the current *Rules and Regulations* of the Condominium (which, may be amended, from time to time, as provided in the Trust, are referred to herein, as the "Rules and Regulations"). The name of the Initial Trustee is **SL Owner LLC**.

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ARTICLE II.
DESCRIPTION OF THE CONDOMINIUM AND BUILDINGS

Section 2.1: General: The Condominium, as currently contemplated, and if fully developed, shall consist of the land, together with the **Sixty-Eight (68)** Units, and other improvements to be located upon the Land, as depicted and as shown on the Site Plan, entitled, “*Site Plan of Land in Scituate, Mass. prepared for Stockbridge II Realty Trust, dated December 15, 2020, by Webby Engineering Associates, Inc.*”, as recorded herewith.

The Condominium contains the Common Areas and Facilities, as defined in Article V, (hereinafter, referred to as, the “Common Elements”). The Condominium also contains some Limited Common Areas, as referred to in Article IV and V herein.

Section 2.2: Description: It is the intention of the Declarant to develop the **Sixty-Eight (68)** Units in Seventeen (17) buildings, to be constructed, and as depicted and as shown on the Proposed Development Plan, as referenced above.

Consistent with that intent, and subject to the provisions of Section 7.2 herein, the Declarant reserves the right, easement, privilege, license and/or leasehold right, to construct up to **Sixty-Eight (68)** Units within the Condominium, and which may include, within the Condominium, additional units beyond the initial number of Units, included therein as of the date of this Master Deed (hereinafter, referred to as, the “Expansion Rights”).

Each Unit included in the Condominium, whether located, pursuant to the terms hereof, shall be referred to as a “Unit”, for the purposes of this Master Deed. Subsequently constructed Units are sometimes referred to in this Master Deed, as “Additional Units”.

Buildings include in the Condominium, shall be referred to as a “Building”, or as “Buildings”. Subsequently constructed Buildings, including those Buildings that contain Additional Units, as well as other Buildings, such as recreation facilities with related amenities (which may include, without limitation, a Clubhouse, a swimming pool, or victory gardens, are hereinafter, referred to as, the “Recreation Facilities”), storage and maintenance facilities, service offices, service buildings, and wastewater treatment plant areas or building(s), are sometimes referred to in this Master Deed, as the “Additional Buildings”.

Any references herein, to the Additional Buildings, Additional Units, or the Common Elements to be included in the Condominium, shall be construed to relate to such Units, Buildings, and Common Elements, and any Land not included in the Phase or Phases, but thereafter included in the Condominium, pursuant to the provisions of Section 7.2 of Article VII hereof.

The Buildings will consist of a Single Building containing Two (2) Units in each Building, having Two (2) stories, consisting of wood framed construction, with asphalt shingle roofs, and cedar shingle siding, and as otherwise set forth in the Declarant’s development features and/or specifications documents,

The Units within any such Phases are of the following names and/or styles:

Unit Type A- the "Hingham";
Unit Type B- the "Cohasset";
Unit Type D- the "Duxbury";
Unit Type E- the "Marshfield" (Affordable);
Unit Type FI- the "Norwell";
Unit Type FI- the "Norwell" (Affordable); and

all as more particularly described on *Exhibit "B"*, as attached hereto.

Any such future expansion or development, if any, and as may be applicable, may include Units of the foregoing style, construction type and materials, or other styles of units with different construction types and/or materials, or some combination of the two. If other styles of Units are included in the Condominium, they shall be defined by an Amendment to the Master Deed (hereinafter, referred to as, an "Amendment to the Master Deed" or "Amendment", as described in Article VII hereof) by which, any such other construction styles or types, shall be included in the Condominium.

ARTICLE III. **DESCRIPTION OF FUTURE PHASES; PLANS**

Section 3.1: Additional Phases Anticipated. Future Phases of the Condominium, if and as may be applicable, and if included therein, will consist of such parcels of land comprising part or all of the balance of the Land, together with the buildings and improvements, which may be erected on any of such parcels hereafter, which may be included (but are not required to be included) in the Condominium as Additional Buildings and Additional Units, pursuant to Section 7.2 of Article VII of this Master Deed.

Nothing herein shall be construed to require the inclusion of any future Phase(s) in this Condominium. Any such additions shall be accomplished by preparing and recording Amendments to the Master Deed, as executed solely by the Declarant or its successors or assigns, including an *Amended Exhibit "A"*, showing any such additional land, which is, or may be, added to the Condominium.

Section 3.2: Plans. Simultaneously with the recording of this Master Deed, there shall be recorded, a Site Plan, a Phasing Plan, and a set of Floor Plans for the Buildings to be contained in any such Phase or Phases, showing the layout, location, Unit designations and dimensions of the Units, stating the designation of the Buildings, and bearing the verified statement of a registered surveyor, engineer, or architect, certifying that the plans fully and accurately depict the layout, location, Unit designations, and dimensions of the Units as built.

Section 3.3: Reservation of Phasing Rights. In addition to the Buildings as proposed, the Declarant reserves from the Common Elements, for itself and its successors and assigns, the right and easement to construct on the Land, one or more Additional Buildings and Additional Units in future Phases, and by adding the same to the Condominium, hereafter, pursuant to the provisions hereof.

The Common Elements are hereby conveyed subject to the aforesaid right and easement. Recreation Facilities, storage and maintenance facilities, service offices, wastewater treatment plant area and building(s), and other service buildings, such as trash collection and recycling facilities, may be constructed on the Land, and included in the Condominium, as part of a Phase, or separate Phases, in which an Additional Building with Additional Units is being included in the Condominium. The size, shape, configuration and location of Additional Buildings and the Additional Units are subject to change, in the sole discretion of the Declarant, prior to the inclusion of the Additional Buildings and Additional Units in the Condominium.

The Declarant reserves the right to add different floor plans and styles for Additional Buildings and Additional Units with future Phases, and to include buildings and Units of other sizes and configurations. Additional Buildings and Additional Units may be added by the Declarant to the Condominium, at any one or more times, in any combination and order, in accordance with the provisions hereof. Any Additional Buildings included in the Condominium will be consistent with the improvements in any such Phase or Phases in terms of structure type (i.e., framework and scale) and quality of construction.

Any such Additional Buildings and Additional Units shall, if constructed, become part of the Common Elements or Units of the Condominium, as further described in Article IV and V below. Storage facilities, if constructed, and when included in the Condominium, shall be subject to exclusive easements for the benefit of a Unit Owner, as designated by the Declarant (and the holder thereof, shall always be a Unit Owner).

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 Units 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 Site Plan showing the Phases, or Phases, then being added in the Condominium, and 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 Units and/or the Additional Building(s) as built.

The delivery and recording of this Master Deed, is made expressly subject to, and with the Declarant hereby reserving, the Declarant's right and easement:

(a) to construct Additional Buildings and Additional Units and other improvements on the portions of the Land that are not within any such Phase or Phases (including, without limitation, the rights of the Declarant reserved under Article V, Article VI and Article VII), and to undertake all activities on, or in respect of the Land related thereto, including, without limitation, applying for all permits therefor, and the use and maintenance of construction equipment and facilities thereon;

(b) to make Minor Adjustments as provided in Article V; and

(c) in connection with the provision of water, sewer, and utility services to any such Additional Buildings and/or Additional Units, to install maintenance and supply equipment such as electrical transformers and/or associated equipment within any Common Area including those which may be appurtenant to a Unit, which may have been sold prior to the installation of any such transformer or associated equipment; the reservation of the foregoing right and easement being in no way intended to limit the rights and easements reserved to the Declarant under any of Article V, Article VI or Article VII of this Master Deed. The rights and easements to which this Master Deed is subject, or which the Declarant has reserved under the terms of this Master Deed, including, without limitation, the Expansion Rights (as defined in Section 7.2 of Article VII hereof) may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which makes specific reference to this Master Deed.

ARTICLE IV.
DESCRIPTION OF UNITS AND THEIR BOUNDARIES

Section 4.1: Description of the Units: With respect to each Unit, the designation of each Unit, a statement of its location, approximate area, number of rooms, the immediate Common Elements to which it has access, and its proportionate interest in the Common Elements as the same is calculated and adjusted (for any such subsequent Phases) in accordance with Article X of this Master Deed, are set forth on *Exhibits "B" and "B-1"*, which are attached hereto, and made a part hereof, and are shown on the Floor Plans, as referred to in Article III hereof.

With respect to any future or subsequent Phases, any such information shall be set forth in an Amendment to the Master Deed, pursuant to which, any such Phase is included in the Condominium, and any such Amendment shall also set forth any variations with respect to the boundaries of a Unit, or Units in such Phases from those boundaries described herein. Each Unit Owner's interest in a Unit (and all Appurtenant Interests as defined in Article IX hereof) in Phase 1, and in all subsequent phases, shall be held in fee simple.

Section 4.2: Unit Boundaries: The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

4.2(A). **Lower Boundary and Floors:** The plane of the upper surface of the subflooring of the floor separating the one unit located above such subflooring, and another unit located below such subflooring, or the plane of the upper surface of the subflooring of the lowermost floor of the unit where such floor is located above the Common Elements (notwithstanding the foregoing, the lower level, including Basements or Crawl Spaces shall be deemed to be a part of the Unit area).

As used in this Master Deed, the term "Basement", shall mean a lower level area having a ceiling height of Seven (7) feet or greater, as measured from the upper plane of the floor of the lower level to the lower plane of the first floor's floor joist (exclusive of any protrusions for structural support) and the term "Crawl Space", shall mean a lower level having a ceiling height of less than Seven (7) feet, as measured from the upper plane of the floor of the lower level to the lower plane of the first floor's floor joist (exclusive of any protrusions for structural support);

4.2(B). Upper Boundary: The plane of the lower surface of the framing structure of the ceiling separating one unit located below such ceiling and another unit located above such ceiling or the plane of the lower surface of the framing structure of the ceiling above the uppermost floor of the Unit where such ceiling is located below the Common Elements (notwithstanding the foregoing, attic storage areas are specifically designated as Common Elements);

4.2(C). Interior Perimeter Walls: In the case of wood frame walls, or non-exposed concrete or other non-exposed masonry walls, the plane of the surface of the wall studs facing such Unit; or, where applicable, the interior surface of exposed concrete or other exposed masonry walls;

4.2(D). Exterior Walls, Doors and Windows: The interior surface of exposed concrete or other exposed masonry walls; and the plane of the surface facing such Unit of the wall studs in the case of wood-frame walls or non-exposed concrete or other non-exposed masonry walls; as to doors, the exterior surface thereof; and as to windows and skylights, the exterior surface of the glass and/or screen of the window or skylight frames; and

4.2(E). Interior Stairwells: As to Units the access to which is via an interior stairwell exclusively serving such Unit and as to stairwells wholly within a Unit (such as those allowing access from the living space on one floor of a Unit to the living space on another floor of the same Unit), the stairwell shall be part of the Unit and bounded as in subparagraphs through (D) above, but if the area below the stairwell is owned by a different Unit Owner than the area above the stairwell, the lower boundary for the Unit served by the stairwell shall be the plane of the surface facing such Unit of the structural supports below the treads and risers of the stairwell and upper boundary for the Unit below the stairwell shall be the plane of the lower surface of the structural supports of such stairwell; all structural supports for such stairwells shall be a Common Element and not included within either Unit.

Section 4.3: Units' Appurtenant Rights: There is appurtenant to each Unit, the following:

4.3(A). The percentage of interest of the respective Unit in the Common Elements and the Association of Unit Owners, as determined under Article X of this Master Deed.

4.3(B). The right to use, in common with other Unit Owners (subject to the provisions of Article VI hereof) any Facilities, if any (subject to any Rules and Regulations or restrictions on the use of such Facilities), including any provided for herein, or in the Trust, or as shall be provided for by the Trustees of the Trust from time to time including, without limitation, restrictions on the use of such Facilities by any persons, who may be Eighteen (18) years of age or younger.

4.3(C). The following additional appurtenances, which in no way limit the other appurtenances to which the Units may be entitled, pursuant to other terms of this Master Deed or applicable law:

4.3(C)(1). The exclusive right and easement to use the driveway immediately adjacent to the Unit's garage allowing access to the garage, as designated in the Unit Deed for such Unit, or as shown on the plans recorded with the Master Deed, or with any such Amendment to the Master Deed, pursuant to which, the Unit is being included in the Condominium, provided however, that there shall be no parking of vehicles in the driveway, if such parking results in an encroachment onto the Common Elements by a parked vehicle, on or along the driveway, that would impede foot traffic along the sidewalks, or vehicular traffic along any alleys or roads within the Condominium;

4.3(C)(2). The exclusive right and easement to use that portion of the chimney flue, heating, air conditioning and ventilating equipment together with the pad on which it sits, electric meter, telephone wires, TV cables, and water meter reading device (if any), exclusively serving such Unit, if located beyond the boundaries of the Unit; and

4.3(C)(3). The exclusive right and easement to use the steps, walkways, decks/patios /porches and exterior lighting, exclusively serving and/or extending from such Unit, and/or referred to in the description of the Unit in *Exhibit "B"*, or in the Amendment to the Master Deed, by which any such Unit is included in the Condominium.

Section 4.4: Mutual Easements:

4.4(A). There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving such Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and maintain, repair or replace the Common Elements contained thereon or elsewhere in the buildings. With respect to cable TV cables and equipment, the foregoing shall be subject to the exclusions and reservations set forth in Section 4.5, below. Each Unit Owner shall have an unrestricted right of ingress and egress to his or her Unit.

4.4(B). If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of settling or shifting of a building or otherwise, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist.

4.4 (C). If any building, any Unit, and any adjoining Unit, or any adjoining part of the Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 4.5: Reservation of Rights by Declarant (Telecommunications Easements):

Notwithstanding any other provisions hereof, the Declarant reserves the rights to:

4.5(a.) grant easements for the installation of any TV cable, and other telecommunications equipment related to any cable TV system, or other data or intelligence transmission system serving the Condominium and any future Phase or Phases;

4.5(b.) sell, assign, lease, license, or otherwise transfer the rights to such cables and equipment to any third-party provider of such service; and

4.5(c.) and to sell, assign, lease, license or otherwise transfer the rights to such cables or equipment to any person or entity affiliated with the Declarant, provided such person or entity provides service to the Condominium at rates reasonably competitive with other providers in the Plymouth area for comparable service.

Section 4.6: Regulation of Satellite Dishes and Antennas: Notwithstanding any other provision hereof, any Unit Owner wishing to install a satellite dish, radio or television antenna, or similar transmission device, shall obtain the Trustee's prior written permission for such installation. The Trustees have the right to refuse such installation, and to regulate the placement of such devices, to the extent allowed by applicable law, and subject the Unit Owners submission of a Notification and Approval Form, as set forth on *Exhibit "E"*, a copy of which, is attached hereto.

4.6(A) Definitions.

4.6(A)(1). The term "Reception Antenna" shall mean 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 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 provision. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

4.6(A)(2). The term "Transmission Antenna", shall mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna, as defined above.

4.6(A)(1). 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, which is appurtenant to the Unit where the resident resides.

4.6(A)(2). A Reception Antenna, which encroaches on the air space of another Unit Owner, or Limited Common Area, or onto the Common Areas and Facilities, does not comply with this restriction.

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

4.6(A)(4). 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 (1) meter in diameter.

4.6(A)(5). 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 Unit Owner must submit an application including detailed drawings of the structure and its methods of anchorage.

4.6(A)(6). To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the development, or from other Units; provided that nothing in this restriction shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal, unless there is no acceptable reception available in any Limited Common Element 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.

4.6(A)(7). 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 restriction is to permit evacuation of the residents, and to provide clear access for emergency personnel.

4.6(A)(8). Reception Antennas or similar structures or devices, 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 restriction is to prevent injury or damage resulting from contact with the power lines.

4.6(A)(9). 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 Unit Owner to install and maintain inexpensive screens, or plants to shield the Reception Antenna from public view.

4.6(A)(10). Any Unit Owner installing, maintaining, or using a Reception Antenna, shall do so in such a way that it 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's structure.

4.6(A)(11). The Unit Owners, 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 installer's insurance, in satisfactory kinds and

amounts, to the Board prior to the commencement of work, and naming the Trust and its Property Manager, if any, as additional named insureds.

4.6(A)(12). 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.

4.6(A)(13). Unit Owners shall not permit any such Reception Antenna to fall into state of disrepair, or to become a safety hazard.

4.6(B) Process and Procedure.

4.6(B)(1). 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.

4.6(B)(2). Transmission Antennas are prohibited, except for those, as defined in Section 4.6(A)(1) above.

4.6(B)(3) To the extent permitted by the FCC, in order to allow the Board'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 Unit Owner is required to provide a copy of the Notification and Approval Form, as attached hereto, to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

4.6(B)(4). The Unit Owner 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 so installed.

4.6(B)(5). If any of these provisions are ruled to be invalid, the remainder of these provisions shall remain in full force and effect. In addition, if any of the provisions contained in this restriction are ruled to create unreasonable costs, unreasonable delay, or prevention or an acceptable quality signal by a Unit Owner in violation of the FCC Orders and Rules, then such provisions shall be void, but the remainder of these restrictions shall remain in full force and effect.

4.6(B)(6). These Restrictions may be amended from time to time, as deemed necessary.

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

Section 5.1: Common Elements: The Common Areas and Facilities of the Condominium (hereinafter, referred to as, the "Common Elements") consist of:

5.1(A). The present fee title or ownership interest in the portion of the Land constituting the Premises (which may included any other Phases, as contained therein); the reversionary interest in the fee title in the balance of the Land, which is outside of any such Phase area; and all portions of any building(s) then part of the Condominium, and not

included in any Unit by virtue of Article IV hereof, including, without limitation, the following to the extent such may exist from time to time and, subject also to the exclusive rights of Unit Owners as set forth in Articles IV and VI, and subject to the rights and elements, which are reserved to the Declarant in this Master Deed:

5.1(A)(1). The foundations, columns, girders, beams, supports, ceiling joists, studding, common walls, main walls, roofs, halls, corridors, lobbies, stairways, gutters, downspouts, mailboxes and other improvements including railings, exterior steps and exterior lighting fixtures exclusive of the portions of such improvements that are included within a Unit as described in Article IV hereof or in *Exhibit "B"*, or as described in any Amendment of the Master Deed, by which a Unit is included in or added to the Master Deed;

5.1(A)(2). Those portions of floors, ceilings and walls, which are not included in the Units, as defined in Article IV hereof;

5.1(A)(3). The walkways, steps, porches/decks/patios and driveways, subject to the Appurtenant Use easement area, which are granted to a Unit and to the extent so provided in Article IV;

5.1(A)(4). The attic storage areas, and other exterior storage areas adjacent to and serving Units, all of the aforesaid being subject to the easements for exclusive use of such areas provided for in Article IV hereof;

5.1(A)(5). Installations of central services, such as power, light, telephone, cable, fire alarm, irrigation, gas and water, and, as to Multifamily Units, if any, the passive radon system (if any) including all equipment attendant thereto (but specifically excluding such equipment servicing a Single-Family Unit, which shall be deemed a part of such Unit); and

5.1(A)(6). All conduits, chutes, ducts, plumbing, wiring, chimneys, tanks and other facilities for the furnishing of utility services or waste removal, which are contained in portions of the buildings, and all such facilities contained within any Unit, which serve parts of the building other than the Unit within which such facilities are contained;

5.1(B). The Recreation Facilities, if any; provided, however, that the use of any Recreation Facilities shall be subject to the exclusive rights of the Declarant, as provided in Article VI below;

5.1(C). All lawns, gardens, ponds, roads, walks, pathways, and other improved or unimproved areas, not within the Units;

5.1(D). Such additional Common Elements as may be defined in the Act;

5.1(E). All other Common Elements and features of the Condominium, however described, excepting only the Units themselves, as defined and described herein. The rights in and to the Common Elements shall, however, always be subject to (i) such exclusive and non-exclusive rights, easements and limitations on use contained in other portions of this Master Deed, or as may be hereafter established pursuant to the provisions

of this Master Deed, the Bylaws of the Trust, and the Rules and Regulations from time-to-time established thereunder; (ii) the rights and easements reserved to the Declarant under this Master Deed, or otherwise permitted by law; and (iii) rights of the Trustees to grant easements (including, but not limited to, exclusive use easements of limited common areas) pursuant to the Act.

5.1(F). Each Unit Owner shall be entitled to an undivided ownership interest in the Common Elements in the respective percentages, as provided in Article X; and

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

Section 5.2: Reservation of Rights by Declarant:

5.2(A). ***Assignment of Additional Parking:*** Notwithstanding the other provisions of this Master Deed, the Declarant shall have the right, in its sole discretion, to assign to a Unit Owner (in addition to such Unit Owner's parking space assigned pursuant to section 4.3(C) hereof) an exclusive easement to use any additional parking space(s), or detached garage(s), not previously assigned or granted to another Unit Owner by a Unit Deed.

Any parking space not so assigned to a Unit Owner shall be available for occasional use by the Declarant, all occupants of Units and their guests. Such use is subject to and shall be in accordance with the provisions of this Master Deed, the By-Laws of the Trust, and the Rules and Regulations promulgated thereunder. In the event that Declarant elects to assign any such exclusive easement to use additional parking, there shall be no parking of vehicles in said parking easement area, nor shall there be any other use of said parking easement area, if such parking or other use results in an encroachment onto the Common Elements by a parked vehicle, or other object on or along the parking area that would impede foot traffic along the sidewalks or vehicular traffic along the roads within the Condominium.

5.2(B). ***Minor Adjustments:*** Notwithstanding the foregoing provisions of this Article V, the Declarant reserves from the Common Elements, as established under this Master Deed or any Amendment to the Master Deed, the portions of the Land adjacent to any building or the portion of any building (other than the portions thereof within a Unit conveyed to a Unit Owner), as may be applicable, within the "***Minor Adjustment Area***" as further defined herein to do any of the following (hereinafter, referred to as, the "Minor Adjustments"): to add deck(s), porches or patios, to modify a hallway or foundation of a building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic or basement space into a Unit, to modify the dimensions of driveways, and to undertake other similar activities; provided, however, that the foregoing reservation may not be exercised so as to result in there being more than Sixty-Eight (68) Units in the Condominium.

The Minor Adjustment Area in any such area, is to be delineated on the Plan, Floor Plans, and the Minor Adjustment Area, so reserved in respect of any such anticipated Future Phases, shall be delineated on the Floor Plans, which shall be filed with any such Amendment(s) to the Master Deed, including the Units, which shall constitute the any such applicable future Phase of Units.

If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, within Three (3) years after the recording of the Master Deed, and in the case of any such future Phases, within Three (3) years after the recording of any such Amendment to the Master Deed, pursuant to which any such future Phase is or may be included within the Condominium.

No such Minor Adjustment shall take effect, until an Amendment to the Master Deed is recorded, together with a "Revised" Plan, which depicts the Minor Adjustments made, and the changes in the dimensions of any Unit, which may result therefrom; any such Amendment to the Master Deed, shall reflect the new unit style, the Base calculation for the purpose of determining the new Unit percentage interest (as is further set forth in Article X hereof) and any adjustment in the Unit Owner's percentage in the Common Elements, as determined in the manner as provided in Article X. After the expiration of the aforesaid Three (3) years, if no such Minor Adjustments have been made, then the areas so designated shall automatically become a portion of the Common Elements.

If and to the extent the areas so reserved for Minor Adjustments are determined to be common areas and facilities within the meaning of the Act, the same shall be treated as limited common areas and facilities under this Master Deed and the Trust, and the Unit Owners shall be deemed to have been granted exclusive possession thereof by the Amendment of the Master Deed, depicting such Minor Adjustment and as having been granted an exclusive easement therefor.

5.2(C). *Access to Units, Exclusive Use Areas and Common Areas:* The Trustees and/or the Declarant shall have, and are hereby granted, the easement and right of access to or through each Unit and any area or facility, the exclusive or non-exclusive use of which is provided to the Unit, for purposes of: (i) operation, inspection, protection, maintenance, repair and replacement of Common Elements or of other Units or any exclusive areas or facilities provided to such other Units; (ii) correction, termination and removal of things, which interfere with the Common Elements, or are otherwise contrary to or in violation of provisions hereof; and (iii) for such other purposes as the Trustees and/or the Declarant deem reasonably necessary, appropriate, or advisable. The Trustees and/or the Declarant may, for the foregoing purposes, require each Unit Owner to deposit a key to each Unit with the Trustees and/or the Declarant. The Trustees shall give reasonable advance notice to the Unit Owner, that such access shall be necessary, except in the case of emergencies, in which case, no notice shall be required.

Except as otherwise provided herein, the Declarant and/or the Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, parking areas (including the right to modify the size and configuration of the spaces therein and to re-stripe accordingly, provided that the actions do not materially affect any Unit Owner's use of a parking space assigned to them (and provided further that any driveway assigned to a Unit Owner, pursuant to the terms of this Master Deed, shall not be deemed to be an assigned parking space for the purposes of this paragraph), ways, paths,

walks, utility and service lines and facilities, lawns, trees, plants and other landscaping in the Common Elements; and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

5.3(D). *Sales/Business Office(s)*: For so long as the Declarant shall own any Unit(s) in the Condominium, the Declarant shall have the right, in its sole discretion, to maintain a sales office and/or its business office(s) in one or more of the Unit(s), which may be owned by the Declarant.

ARTICLE VI.
USE OF THE BUILDINGS, UNITS AND COMMON ELEMENTS

Section 6.1: Restrictions on Use: The following restrictions (a) shall be for the benefit of all the Unit Owners, and for the Trustees as the persons in charge of the Common Elements; (b) shall be enforceable solely by said Trustees; and (c) shall, insofar as permitted by law, be perpetual, and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof, and no Unit Owner shall be liable for any breach of the provisions of this Article VI, except such as occur during the period of his or her ownership of his or her Unit:

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

6.1(B). The Units and the Common Elements of the Condominium shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees, no such Unit shall be used for any purpose other than for residential purposes as a dwelling for One (1) family, or for no more than Two (2) unrelated persons, provided that nothing contained herein shall prohibit any Unit Owner from having temporary guests, and that said Trustees shall have the right to regulate the maximum number of occupants of any Unit. Nothing contained herein shall prohibit a person residing in any Unit from using the same for his or her personal business or professional office use, provided that such Unit Owner shall not be permitted to have any employees working in such Unit, nor shall the Unit Owner be permitted to have customers or clients regularly visiting such Unit. The foregoing shall not prohibit Unit Owners from hiring traditional household employees to work in their Unit, such as housekeepers, cooks, in home care givers and visiting nurses. The provisions of this paragraph shall not be applicable to the rights of Declarant.

6.1(C). The Units shall be subject to the further restriction that, unless otherwise approved in writing by the Trustees, no such Unit shall be rented, let, leased, or licensed for use or occupancy, by any persons other than the Unit Owners thereof, except for periods of Six (6) months or more. The Trustees, in their discretion, may waive the restrictions on leasing in respect of any Unit permanently, or for such periods of time, or for such occupancies otherwise limited under this Article VI as the Trustees may determine.

In all instances, Units may only be rented, leased or licensed to persons, who have first been approved by the Trustees, in writing, provided, however, that any right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, religion, color, national origin, sex, ancestry or marital status, nor otherwise unlawfully or unreasonably withheld, nor delayed by more than Ten (10) days. Notwithstanding such rental, leasing or licensing, Unit Owners shall maintain electric and all other utility services (except telephone) in their own names. Those persons to whom such Units are rented, let, leased or licensed must comply with this Master Deed (including, without limitation, as set forth in this Article VI), Trust and Rules and Regulations established under the Trust. The provisions of this paragraph shall not be applicable to the rights of the Declarant.

6.1(D). The architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, except as the Trustees may expressly approve in writing pursuant to the terms of this Master Deed, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decalcomania, other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window. This paragraph shall not be applicable to the Declarant.

6.1(E). No driveway, which provides access to a garage, shall be blocked by an automobile, vehicles, or equipment, so as to prevent access by other vehicles to or from other garages or the Common Areas, and the use of such driveways, shall be subject to all of the restrictions as set forth in this Master Deed, including, without limitation, those restrictions, which are set forth in Sections 4.3(C)(1) and 5.2(A).

Each garage shall be maintained at all times, so as to permit the parking of One (1) of the automobile(s), as owned by any such Unit Owner (or Two (2) such automobiles, if the garage is, or may be, a 2-Car garage space) with reasonable access thereto, if such is necessary to avoid the use of exterior parking areas or the Unit driveways for the parking of Unit Owner's other vehicles where such Unit Owner has rights to a garage. Unit Owners shall park their respective vehicles in the garages included in his/her Unit at all times.

Notwithstanding the foregoing, Unit Owners with fewer vehicles than garages may use excess garages for storage, rental (however, only to other Unit Owners), or other uses consistent with the terms of this Master Deed and the Declaration of Trust. Unit Owners who possess more vehicles than garages may park any such excess or other vehicle(s) in the driveway of such Unit Owner, or in the general "unassigned" parking areas within the condominium, subject to the limitations and restrictions, as set forth herein, provided that any such excess or other vehicle(s) being parked, shall not encroach onto the Common Elements in a manner, or which impedes foot traffic along the sidewalks, or vehicular traffic along the roads within the Condominium.

The Trustees shall have the right of access to such Unit, at any time to determine whether the garage is in compliance with these conditions and restrictions, and if any such Unit Owner or their garage, is found not to be in compliance with these provisions, the Trustees shall have the right to remove such Unit Owner's automobile from the parking areas on site or, alternatively, impose a charge for the improper use of the parking areas

within the Condominium, at such rates as the Trustees are authorized to charge under the Rules and Regulations; and any expenses incurred or charges levied, shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to the Act.

6.1(F). Further restrictions on the use of the Buildings and Units are set forth in *Exhibit "C"*, which is attached hereto and made a part hereof.

Section 6.2: Reservation of Rights by Declarant: No use of the Common Elements and the Units other than as is provided for hereunder, may be made without the prior written consent of the Trustees of the Trust, provided that the Declarant may, until all of the Units in any such Phase or Phases, as contained therein, and any other prospective future Phases, have been sold by the Declarant:

6.2(A). Use any Units, which are owned by the Declarant, as a "Model Unit", for display, as offices, and/or as storage areas, or for any other uses, which it deems reasonable, necessary, or desirable or in connection with the construction, sale, management, and/or leasing of Units or such other related purposes;

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

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

6.2(D). In the event that there are Units, which are "unsold", then the Declarant shall have the right to lease any such Units and shall have all of the other rights as an Owner of these unsold Units, as any other Unit Owner. Notwithstanding the foregoing the time limitations for leases, as set forth in Section 6.1(D) shall not apply to the Declarant;

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

6.2(F). Use and reserve to and for itself, any portions of the Common Elements, and any parking spaces, which are not assigned to Unit Owners, in connection with the construction, sale, management or leasing of Units or related purposes.

The times and the manner in which the Declarant uses any parking spaces, or other Common Element for such purposes, shall be solely within the discretion of the Declarant.

Section 6.3: Alterations: Maintenance Obligations:

6.3(A). Unit Owner's Maintenance Obligations:

6.3(A)(1)(a). The following shall be the sole expense and responsibility of each Unit Owner: the maintenance, repair and replacement of such Unit, and its various elements contained therein, including, without limitation, all exterior doors and door frames, door hardware, and all windows and window frames of a Unit (other than painting of the exterior surface of such windows, exterior doors and other surfaces and garage doors, which shall be a common expense). The following shall be a common expense: (i) the maintenance, repair and replacement of decks, patios, porches (other than for cleaning and snow removal), and (ii) the maintenance, repair and replacement of all exterior portions of the attached garages (including siding, painting, doors and structural components,). The maintenance, repair, replacement and general cleaning of the interior portions of the attached garages shall be the responsibility of the Unit Owner of the Unit containing such garage.

6.3(A)(1)(b). Without limiting the generality of the preceding subparagraph, each Unit Owner shall be responsible for the maintenance, repair and replacement of (i) the heating, ventilating and air conditioning equipment (ii) the chimney and flue; (iii) appliances; (iv) the electric meter and water meter reading device; (v) light bulbs for exterior lighting; (vi) smoke detectors; and carbon monoxide detectors, (vii) telephone, cable television and similar wires and conduits, and all other devices or equipment for such Unit, which items (i) through (vi) are located in such Unit, or which extend from such Unit and serve only such Unit.

6.3(A)(2). General Maintenance Provisions for all Units:

6.3(A)(2)(a). Except as set forth in this Master Deed, no Unit Owner shall make repairs or perform work to or within any Common Elements, without the express written consent of the Trustees (or in such other manner as may be provided in the Trust); all maintenance, repairs or replacements shall be done in accordance with the By-Laws; and the Unit Owner shall be liable to the Condominium for any loss, cost or expense arising from such Unit Owner's misuse of or negligence with respect to the Unit or Common Elements.

6.3(A)(2)(b). If a Unit Owner shall by misuse, negligence, or willful acts cause damage to any Common Element, the Unit Owner shall be liable for the costs, as part of and in addition to such Unit Owner's share of the Common Expenses. If any Unit Owner shall fail or neglect so to maintain, repair or replace any facility or item as required herein, or if any Unit Owner shall fail to perform any other work, or take any other actions, as required under the Master Deed, the Trust, the By-Laws, or the Rules and

Regulations, then the Trustees shall do so. The Trustees shall then charge such Unit Owner for the costs thereof, and the Unit Owner shall be liable for such costs as part of and in addition to such Owner's share of the Common Expenses. Until such charges are paid by such Unit Owner, the same shall constitute a lien against the Unit pursuant to the provisions of this paragraph and of Section 6 of the Act.

6.3(A)(2)(c). The maintenance, alteration, repair and replacement obligations as contained herein, notwithstanding, the Trustees of the Trust may, in the exercise of their discretion, require other established levels of maintenance, repair and upkeep by the various Unit Owners with respect to those facilities and items, which Unit Owners are required herein so to maintain, repair and replace. The Trustees also may reasonably regulate and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

6.3(A)(2)(d). The Trustees of the Trust may, in the exercise of their discretion, assess supplemental assessments against Units Owners, whose modifications to their Units, in the opinion of the Trustees, result in an increase in the operating budget, or replacement reserves of the Condominium, including, without limitation: (i) upgrades to landscaping, if applicable, for a Single Family Unit, as set forth in 4.3(C)(4)(a) of hereof, (ii) conversion of a lower level from an "unfinished basement" area to a "finished living space" area, as set forth in 6.3(C)(1)(f) hereof, and/or (iii) expansion of a Unit pursuant to the Design Guidelines, attached hereto as *Exhibit "D"*.

6.3(B). *Minor Alterations of Units:* The Unit Owner of any Unit, may at any time, make any Minor Alterations to his or her Unit, with the prior written consent of the Trustees, and in accordance with the provisions of this Section 6.3(B), which consent shall not be unreasonably withheld.

6.3(B)(1) For the purposes of this Master Deed, the following shall constitute a Minor Alteration:

6.3(B)(1)(a) The change of the use and designation of any room or space within such Unit, subject always to the provisions of Article VI hereof and of the Trust;

6.3(B)(1)(b) The modification, removal or installation of interior non-bearing, non-structural walls lying wholly within such Unit;

6.3(8)(1)(c) Any replacement of exterior lighting, doors and windows with those of comparable styles to the lighting, doors, or windows being so replaced.

6.3(B)(2) The following procedures and requirements shall apply to all Minor Alterations performed by a Unit Owner, other than the Declarant:

6.3(B)(2)(a) All Minor Alterations must be completed by and at the sole and separate expense and responsibility of the Unit Owner making such alterations.

6.3(B)(2)(b) All Minor Alterations must be completed in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the Building, or any of the Condominium premises, or interfere with the use or enjoyment of any of the other Units, or the Common Elements by others entitled thereto.

6.3(B)(2)(c) All Minor Alterations must be completed pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof, including, without limitation, zoning, building, health, sanitation, and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law).

6.3(B)(2)(d) All Minor Alterations must be completed in accordance with plans and specifications therefor, which have been submitted to the Trustees and approved in advance of any work being performed, which approval shall not be unreasonably withheld or delayed. If the Trustees fail to approve or disapprove the plans (stating reasons for such disapproval) within Sixty (60) days of the date that plans were submitted to them, then the Trustees shall be deemed to have approved the plans. In no event shall the Trustees' approval of such plans be deemed to indicate that the Trustees have made any representation as to the compliance of such Minor Alterations with any applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereon (including without limitation, zoning, building, health, sanitation and fire protection laws ordinances and regulations).

6.3(B)(2)(e) The Unit Owner performing such Minor Alterations shall be responsible for any damage to other Units or Common Elements caused by or attributable to the same or any work relating thereto.

6.3(B)(2)(f) Such Unit Owner shall carry adequate and appropriate insurance relating to the performance of any and all such Minor Alterations (including any such insurance, which may reasonably be required by the Trustees).

6.3(B)(2)(g) In the event of a dispute between Unit Owner and the Trustees relating to the review process set forth in this Section, the Unit Owner and the Trustees, shall designate a mutually acceptable "Expert" in the appropriate field, such as an engineer, architect, builder, or contractor, and such Expert shall make an appropriate determination. The determination of the Expert shall be final. The non-prevailing party shall pay the Expert's fee. If the parties cannot agree on a mutually acceptable Expert, then they shall each appoint such an Expert, and the decision of those Experts together shall be final. In such case, each party shall pay for his own Expert. If such two (2) Experts do not agree, then they shall jointly name a third Expert, whose decision shall be final. The Unit Owner and the Trustees shall each pay the fees of their respectively appointed Experts, and

the non-prevailing party shall pay the fees due the third expert.

6.3(C). *Major Alterations:* Any Unit Owner may make such Major Alterations to his or her Unit as are permitted by this Section 6.3(C) at any time, and only with the express prior written consent of the Board of Trustees of the Condominium Trust (the "Board"), which consent, shall be based upon compliance with the standards and procedures, as set forth herein.

6.3(C)(1). For the purposes of this Master Deed, the following actions shall constitute a Major Alteration:

6.3(C)(1)(a). Any structural alteration to any Unit;

6.3(C)(1)(b). 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;

6.3(C)(1)(c). Any change to the architectural integrity of a Unit or other major component of the Exterior of a Unit which is visible from any land constituting a Common Element or an adjacent Unit (hereinafter, referred to as, an "Exterior Modification"). The following are examples of changes, which do constitute an Exterior Modification (provided that they are visible from any land constituting a Common Element or an adjacent Unit): paint color; siding or any other exterior material; window fenestration; the style or design of the exterior doors; the style or design of the exterior lighting fixtures; the construction of or substantial modification to a deck, patio or porch; the addition of lawn ornaments or permanent decorative devices.

The following are examples of changes that do not constitute an Exterior Modification: any change, addition, structure or landscaping not visible from any land constituting a Common Element or an adjacent Unit; replacement of exterior lighting, doors and windows with those of comparable styles to the lighting, doors or windows being so replaced; and the addition of small non-permanent decorations on doors and windows such as holiday wreaths, seasonal greetings and welcome signs, as otherwise permitted under the Trust;

6.3(C)(1)(d). The conversion of an "unfinished" basement space or area into a "finished" basement living space (provided that such finishing shall not alter the Percentage Interest in the Common Areas appertaining to such Unit).

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

6.3(C)(2)(a). All plans and specifications for the proposed Major Alteration shall be submitted to the Board for approval prior to the commencement of any such work. The plans and specifications so submitted must include the following, unless waived in writing by said sub-committee: (1) grading plans; (2) floor plans; (3) front, side and rear elevations; (4)

detailed specifications; and (5) a certification from a registered architect or engineer that the Unit and the building of which it is a part, will be structurally sound upon completion of the anticipated modifications, and that the proposed alterations will comply with all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereon (including without limitation, zoning, building, health, sanitation and fire protection laws ordinances and regulations).

6.3(C)(2)(b). The Board may accept or reject any such proposed Major Alteration, based upon compliance with the Design Guidelines, attached hereto as *Exhibit "D"*, and if such Alteration is visible from any adjacent Unit, then the Board shall also take into consideration the comments of such adjacent Unit Owners when rendering their decision. In the event that the Sub-Committee rejects such proposed Major Alteration, the Board shall give notice thereof to the Unit Owner, stating the reasons there for including the specific Design Guidelines that were not followed.

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

6.3(C)(2)(d). The Unit Owner performing such Major Alteration shall be responsible for any damage to other Units, or Common Elements, caused by or attributable to the Major Alteration or any work relating thereto. Such Unit Owner shall carry adequate and appropriate insurance relating to all such Major Alterations (including any such insurance, which may reasonably be required by the Trustees).

6.3(C)(2)(e). All expenses of the "review process", including, but not limited to, the attorney ' s fees and engineering costs for the Board to review the plans and proposal, shall be paid by the Unit Owner.

6.3(C)(2)(f). The cost of any increase in common expenses directly caused by or attributable to a Major Alteration, as such is determined by the Trustees in their sole discretion (including, without limitation, any increase in insurance premiums for the Condominium master policy or policies of insurance) shall be borne solely by the Unit Owner of the Unit so altered.

6.3(C)(2)(g). All expenses relating to the filing of an Amendment to the Master Deed to reflect the changes to a Unit, because of a Major Alteration (if necessary or appropriate as determined by the Trustees in their sole discretion), including the attorney's fees of the Trustees, shall be paid by the Unit Owner.

6.3(C)(2)(h). In the event of a dispute between Unit Owner and the Board, relating to the review process set forth in this Section, the Unit Owner and the Board shall designate a mutually acceptable Expert in the appropriate field, such as an engineer, architect, builder, or contractor, and such Expert shall make an appropriate determination. The determination of the expert shall be final. The non-prevailing party shall pay the fee of such Expert. If the parties cannot agree on a mutually acceptable Expert, they shall each appoint such an Expert and the decision of the Experts together shall be final. In such case, each party shall pay for his own Expert. If such two Experts do not agree, then they shall jointly name a third Expert whose decision shall be final. The Unit Owner and the Trustees shall each pay the fees of their respectively appointed Experts, and the non-prevailing party shall pay the fees of the third Expert.

ARTICLE VII.

AMENDMENT OF MASTER DEED

Section 7.1: General Provisions: This Master Deed may be Amended by vote of at least Seventy-Five (75%) percent of the Beneficial Interest holders of all Unit Owners, cast either in person or by proxy, at a meeting duly held in accordance with the provisions of the Trust; or in lieu of a meeting, any Amendment may be approved in writing by the Seventy-Five (75%) percent of the Beneficial Interest holders of all Unit Owners. Any such Amendment is subject to the following:

7.1(A). Except with regard to an Amendment by the Declarant, as provided in Section 7.2 or Section 7.3 below, or Article X, the date on which any instrument of Amendment is first signed by a Unit Owner, shall be indicated thereon, as the date thereof, and no such instrument shall be of any force or effect, unless the same has been so recorded with the Registry of Deeds, within Six (6) months after such date;

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

7.1(C). No instrument of Amendment, which alters the dimensions of any Unit shall be of any force or effect, unless the same has been signed by the Owners of the Unit so altered;

7.1(D). Except with regard to the Declarant's Expansion Rights, as provided in Section 7.2 of this Article, or the completion of Minor Adjustments under Article V hereof, no instrument of Amendment, which alters the percentage of the undivided interests to which any Unit is entitled in the Common Elements, shall be of any force or effect, unless the same has been signed by all Unit Owners affected by such alteration, and said instrument is recorded as an Amended Master Deed;

7.1(E). No instrument of Amendment affecting any Unit in any manner, which impairs the security of a first mortgage of record, shall be of any force or effect, unless the record holder of such mortgage has assented to the same. The alteration of the percentage interest of a Unit Owner in the Common Elements, as permitted under this Master Deed, shall not be treated as an event, which impairs the security of any such mortgage;

7.1(F). No instrument of Amendment, which alters this Master Deed in any manner, which would render it contrary to or inconsistent with, any requirements or provisions of the Act, shall be of any force or effect; and

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

Section 7.2: Reservation of Rights by Declarant: Notwithstanding the foregoing, each Unit Owner, and all those taking title from or through such Unit Owner, including, without limitation, any mortgagees, by accepting delivery of or recording a deed to such Unit, acknowledges and consents to the "Declarant's Expansion Rights" (as referred to in Article II of this Master Deed) and shall be deemed irrevocably to consent to the following (and in respect of which no separate approval or consent shall be required from any of the Unit Owners):

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

Each Unit Owner shall be treated as having constituted and appointed the Declarant, as the true and lawful attorney of each Unit Owner, so as to execute, acknowledge, deliver and record any such Amendments of the Master Deed, and/or other such instruments, and the power of attorney shall be treated as being granted as coupled with an interest and is irrevocable. At present, the Declarant, does not anticipate the Master Deed being amended, so as to provide for more than Sixty-Eight (68) Units.

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

The foregoing reserved rights to Amend the Master Deed, and include the Land, and/or Additional Improvements in the Condominium, shall terminate, and be of no further effect at the later of (a) Twenty (20) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or Common Areas, the construction of which, is commenced within such Twenty (20) year period, but which, due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium, or (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC.

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

The Declarant expressly reserves the right and easement, and shall have the right to make such use of the portions of the Land otherwise within the Common Elements of the Condominium, as may reasonable, necessary or convenient, so as to enable the Declarant and its contractors, to complete such development, renovation and construction of any Additional Units, Additional Buildings, and/or the Recreation Facilities or other improvements.

Neither the Trustees of the Trust, nor any Unit Owners, shall interfere with the Declarant's activities on the Land, or the rights reserved to the Declarant pursuant to this Article, relating to any such development, renovation, construction and sale of Additional Buildings Additional Units, Common Areas and/or the Recreation Facilities, including, without limitation, the Declarant's operation of a sales office as provided for in Section 5.3(D) hereof.

Section 7.3: Special Amendments: Notwithstanding anything herein to the contrary, the Declarant reserves the right and power to record one or more Special Amendments (hereinafter, referred to as, a "Special Amendment") to this Master Deed, or the Trust, at any time and from time-to-time, which Amends this Master Deed or the Trust:

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

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

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

7.3(D). To correct clerical, typographical or other errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto including, without limitation, the correction of measurements appearing on the Site Plan, Phase 1 Plan, or any subsequent plan recorded in connection with an Amendment to the Master Deed;

7.3(E). To make any other minor modifications, additions or deletions to this Master Deed provided that such shall not materially or adversely impair the rights of Unit Owners or mortgagees hereunder;

7.3(F). To modify, alter or amend the Design Guidelines, as set forth in *Exhibit "D"*, attached hereto; and

7.3(G). To make any other minor modifications, additions or deletions, to this Master Deed, as may reasonably be requested by Town officials or Boards of the Town of Scituate; and

7.3(H). To modify the age restrictions, if applicable or necessary, as set forth in Subsection 6.1(A) above, which may be attributable as permitted by any future changes in the Zoning Bylaw.

In furtherance of the foregoing, a power coupled with an interest, is hereby reserved and granted to Declarant, to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. By each Unit Owner's acceptance of a Unit Deed, each Unit Owner and those taking title from or through such Unit Owner, including, without limitation, any mortgagees, shall be deemed to have consented to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment.

The right of the Declarant to act pursuant to rights reserved or granted under Sections 7.3(A) through 7.3(H), shall be automatically assigned by the Declarant, without further confirmation, or act, or deed, to the Trustees of the Trust, at the time of the first Annual Meeting of the Unit Owners, (a) after Seven (7) years from the date of the Trust, or (b) One Hundred and Twenty (120) days after Ninety (90%) percent of the Units, in all Phases of the Condominium, have been sold and delivered to Unit Owners, whichever is earlier.

Notwithstanding the foregoing, the right of the Declarant to act pursuant to the rights reserved, or granted under Section 7.3(F), shall not be so assigned to the Trustees, and shall automatically expire upon the first Annual Meeting of the Unit Owners (a) after Seven (7) years from the date of the Trust, or (b) One Hundred and Twenty (120) days after Ninety (90%) percent of the Units in all of the Phases of the Condominium, have been conveyed and/or delivered to Unit Owners, whichever is earlier.

ARTICLE VIII. **MORTGAGEE STATUS**

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

Section 8.1: In the event that the Unit Owners shall amend this Master Deed, the Trust, the By-Laws, and Rules and Regulations promulgated pursuant thereto, to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

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

8.1(B). Accept a Deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

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

Section 8.2: Any party, who takes title to a Unit through a foreclosure sale, as duly conducted by a First Mortgagee, shall be exempt from any such right of first refusal, adopted by the Unit Owners, and incorporated in this Master Deed, the Trust, By-Laws, and its Rules and Regulations, as promulgated pursuant thereto;

Section 8.3: Any First Mortgagee, who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage, or by law, shall not be liable for such Unit's unpaid common expenses or dues, which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except to the extent required under the Act;

Section 8.4: Except for the reservations of the Declarant of its Expansion Rights, and the right to make Minor Adjustments, as provided in Article V, and for other rights reserved under this Master Deed, including, but not limited to, Unit Expansion Rights, as provided in Article VI, the prior written consent of the Unit Owners of the Units (other than the Declarant) to which at least Seventy-Five (75%) percent of the votes in the Trust are allocated, and the approval of the First Mortgagees, which have mortgages on Units, which have at least Fifty-One (51%) percent of the votes of Unit Owners, shall be required to:

8.4(A). for purposes of or by any act or omission, seek to abandon or terminate the Condominium,

8.4(B). Change the pro rata interests, or obligations of any individual Unit for the,

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

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

8.4(B)(3). partition or subdivide any Unit; or

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

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

8.4(B)(6). make any Amendment of the Master Deed or the Trust, of a material adverse nature to mortgagees, or add or amend any material provisions of the Master Deed, or the Trust, or the Condominium which establish, provide for, govern or regulate any of the following:

8.4(B)(6)(a). Voting rights;

8.4(B)(6)(b). Increases in assessments that raise the previously assessed amount by more than Twenty-Five (25%) percent, assessment liens or subordination of such liens;

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

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

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

8.4(B)(6)(f). Boundaries of any Unit;

8.4(B)(6)(g). Convertibility of Units into Common Elements, or of Common Elements, into Units;

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

8.4(B)(6)(i). Insurance or Fidelity Bonds;

8.4(B)(6)(j). Leasing of Units;

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

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

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

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

Section 8.5. The provisions of Sections 8.4(B)(6)(a) through (n) above, do not apply to Amendments to or termination of the Condominium, as a result of destruction, damage, condemnation, or to reallocation of interests in Common Elements pursuant to the incorporation of future Phases, the Declarant's Expansion Rights, or incorporation of Minor Adjustments under Article V;

Section 8.6. Except as provided in connection with Minor Adjustments and the Declarant's Expansion Rights, nothing contained herein shall permit the percentage of the undivided interest of each Unit Owner in the Common Elements as expressed in this Master Deed to be altered without the consent of all Unit Owners, expressed in an amended Master Deed duly recorded;

Section 8.7. In addition, the prior written consent of the First Mortgagees representing at least Sixty-Seven (67%) percent of the Votes of the Mortgaged Units, shall be required to terminate the legal status of the Condominium for reasons, other than substantial destruction or condemnation of the Condominium Property, and the prior written consent of the First Mortgagees representing at least Fifty - One (51%) percent of the Votes of the Mortgaged Units, shall be required to terminate the legal status of the Condominium, due to the substantial destruction or condemnation of the Condominium Property;

Section 8.8. Without limitation of the rights of Declarant under Article VII, if an Amendment does not constitute a material change, such as the correction of a technical error, or the clarification of a statement, consent shall be assumed, when a First Mortgagee fails to submit a response to any written proposal for an Amendment within Sixty (60) days after the proposal is submitted in writing to the First Mortgagee, or otherwise, as permitted by the Act.

An Affidavit by the Trust, which is appended to the Amendment, making reference to this provision, stating that Notice was given, as stated above, and no response had been received from the First Mortgagee, within Thirty (30) days, or otherwise making reference to any other appropriate provision of the Act, shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto;

Section 8.9. Consistent with the provisions of the Act, all taxes, assessments and charges, which may become liens prior to a First Mortgage, under the laws of the Commonwealth of Massachusetts, shall relate only to the individual Units, and not to the Condominium as a whole;

Section 8.10. In no event shall any provisions of this Master Deed, or the Trust, give a Unit Owner, or any other party, priority over any rights of a First Mortgagee, pursuant to its Mortgage, in the case of a distribution to such Unit Owner of insurance proceeds, or condemnation awards for losses to or taking of such Unit, and/or the Common Elements;

Section 8.11. Each Unit Owner of a Mortgaged Unit shall notify the Trust in writing, identifying the name and address of the First Mortgagee, and the Unit Number or address, and the First Mortgagee will be entitled to timely notice of:

8.11(A). Any condemnation loss or any casualty loss, which affects a material portion of the Condominium, or any Unit on which there is a First Mortgage owned or held by a First Mortgagee;

8.11(B). Any delinquency in the payment of assessments or charges owed by a Unit Owner, subject to a First Mortgage owned, or held by a First Mortgagee, which remains uncured for a period of Sixty (60) days;

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

8.11(D). Any proposed action, which would require the consent of a specified percentage of First Mortgagees.

Section 8.12. The Declarant intends that the provisions of this Article comply with the requirements of the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), with respect to Condominium loans, and all questions of compliance with such requirements shall be resolved consistent with that intention.

ARTICLE IX. **SALE/MORTGAGING OF UNITS**

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her Unit, without including therein, the Appurtenant Interests (as hereinafter defined); it being the intention hereof, to prevent any severance of such combined ownership.

Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed, and taken to include, the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

“Appurtenant Interests”, as used herein, shall include: (1) the undivided interest of a Unit Owner in the Common Elements; (2) the interest of such Unit Owner in any Units subsequently acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (3) the interest of such Unit Owner in any other assets of the Trust; and (4) exclusive rights of Unit Owners as provided in this Master Deed.

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit, unless and until, he or she shall have paid, in full, to the Trust any and all unpaid common charges assessed by the Trust against such Owner's Unit, and until he or she shall have satisfied any and all unpaid liens against his Unit.

ARTICLE X.

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

Each Unit in the Condominium, shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages as specified in *Exhibits “B” and “B-1”*, a copy of which, is as annexed hereto, and made a part hereof, for so long as the Phase constitutes all of the Units in the Condominium. The undivided percentage interest of each Unit and of each Additional Unit in the Common Areas and Facilities, shall be referred to as the “Appurtenant Interests”.

Section 10.1. From and after the inclusion in this Condominium of Additional Units and/or Additional Building(s), or the completion of Minor Adjustments under Article V, the Appurtenant Interests of the Units in any such Phase, shall be reduced, and the Appurtenant Interests relative to the Units, and any Additional Units in the Condominium, shall be recalculated from time to time, and expressed as a percentage interest consistent with the then-existing total number of Units in the Condominium, and at all times, the Appurtenant Interest of each Unit in the Condominium, shall be in accordance with the provisions of Section 5 of the Act.

To that end, the Declarant currently or presently intends to construct various Unit types and/or styles, which shall be referenced and referred to as follows:

Unit Type A - the “Hingham”,
Unit Type B - the “Cohasset”,
Unit Type D - the “Duxbury”,
Unit Type E - the “Marshfield” (Affordable),
Unit Type F1 - the “Norwell”,
Unit Type F1 - the “Norwell” (Affordable); and

The Declarant reserves the right to change interior walls, rooms and dimensions within each Unit style, and also reserves the right to add additional Unit types and/or styles in and to the Condominium.

Unit types and styles, in the Condominium, shall be selected solely by the Declarant, who shall have the exclusive right to determine, which types and/or style(s), and what number of Units of each such type and style, shall be included in this Master Deed, or in any subsequent Amendment to the Master Deed, and/or subsequent Phases of the Condominium.

Section 10.2. In determining the Appurtenant Interests of Additional Units, and Phase 1 Units, each such Unit, shall have an Appurtenant Interest equal to the proportion that the approximate Unit's Fair Market Value (as of the date of the Master Deed) bears to the then Aggregate Fair Market Value of all of the Units within the Condominium.

Appurtenant interests for each of the initial Units, and any such Additional Phases of Units, shall be calculated and recalculated from time-to-time using the following formula:

$$\text{Base Value of Unit} = \frac{\text{Appurtenant Interest of the Unit}}{\text{Sum of all Base Values of all of the Units}}$$

The initial Base Value of each type of Unit Style, is as denoted, below, and as set forth on a separate *Schedule of Values*, as is attached hereto as *Exhibit "B-1"*, and as the same may be Amended from time to time, and which are initially and presently valued approximately as follows:

Unit Type A - <i>the "Hingham"</i>	\$629,000.00; * (if with "walkout" \$654,000.00)
Unit Type B - <i>the "Cohasset"</i>	\$599,000.00;
Unit Type D - <i>the "Duxbury"</i>	\$590,000.00;
Unit Type E - <i>the "Marshfield" (Affordable)</i>	\$298,000.00;
Unit Type F1 - <i>the "Norwell"</i>	\$399,000.00; and
Unit Type F1 - <i>the "Norwell" (Affordable)</i>	\$298,000.00.

The same "Base Value" will be used for all Units of the same type and style throughout all Phases of the Condominium. The Base Value is determined by the Fair Market Value of a particular type and style of Unit, as of the date of the recording of the Master Deed, as may be Amended from time to time, and by taking into account the Unit's square footage, view, location within a Building, and other site considerations (hereinafter, referred to as, the Unit "Base Values"), while also taking into consideration the allocation of value of any such designated "*Affordable Housing Units*", in accordance with and subject to, the *Town of Scituate's Comprehensive Special Permit*, dated **February 10, 2003**, as otherwise may be referenced herein, on a separate *Unit Ownership Percentage Interest Schedule (i.e., Exhibit B-1)*.

The initial pre-established Base Values of the Unit types and styles, as set forth herein, shall be used as an initial reference point or standard upon which, the Base Value of additional types and styles, if any, are then determined by the Declarant. This formula for determining Appurtenant Interests assures present and future Unit Owners of a fair and equitable Interest in relationship to the present and future Units in the Condominium.

Section 10.3: New Unit types and styles and/or Building types and styles, to be included as Additional Units, and Additional Building(s) in the Condominium, shall also be as determined by the Declarant, in accordance with the provisions of Section 5 of the Act, and shall be as set forth in any subsequent Amendment to the Master Deed, by which, any such Additional Units and/or Additional Building(s) are included in the Condominium. The percentage figures so determined, shall be rounded off to the nearest one-thousandth, and further rounded to the least extent, if any, necessary, as determined by the Declarant, in its reasonable discretion, to obtain a Total One Hundred (100%) percentage interest value. The percentage figures as so determined, and so rounded, shall be set forth in any such future Amendment(s) to this Master Deed, by which any such Additional Units and/or Additional Building(s) are and shall be included in the Condominium.

ARTICLE XI.
UNITS SUBJECT TO MASTER DEED, UNIT DEED, AND TRUST

Section 11.1: All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed conveying such Unit, the Trust, By-Laws, and Rules and Regulations, promulgated pursuant thereto, as they may be amended from time-to-time, the items affecting the title to and the use of the Condominium as set forth in Article VI of this Master Deed, *Exhibit "B"*, the Act and the Trust.

Section 11.2: The acceptance of a Deed, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Master Deed, the Unit Deed conveying such Unit, the Trust and the By-Laws, and the Rules and Regulations promulgated, as they may be amended from time to time, and the items affecting title to and use of the Land are accepted and ratified by such Unit Owner or occupant, such Unit Owner's family, guests, employees, licensees or tenants and all of such provisions shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Section 11.3: A violation of the provisions of this Master Deed, such Unit Deed, the Trust and By-Laws, or Rules and Regulations promulgated pursuant thereto, or of any of the provisions of the Trust shall give rise to a cause of action by the Trust in the manner provided herein, which may be enforced in any manner permitted by law, including, without limitation, by court action for injunctive relief and/or damage.

Section 11.4: Each Unit Owner shall be a member of the Trust, and subject to all rights and duties appertaining to owners under this Master Deed, the Trust and By-Laws, and Rules and Regulations, promulgated pursuant thereto.

Section 11.5: Each Unit Owner shall have an interest in the Trust, in proportion to such Unit Owner's percentage interest in the Common Elements, and such Unit Owner's voting rights shall also be proportionate to such percentage interest. Initial assessments shall be proportionate to such percentage. Initial assessments and voting rights shall occur upon the conveyance of the first Unit to be conveyed.

Section 11.6: The acceptance of a Deed, or the entering into occupancy of any Unit, shall constitute an agreement to comply with the terms of the Restrictions, Rights, Permits, Approvals and Agreements set forth on *Exhibit A-1*, as attached hereto, and with the Permit Obligations, as set forth in *Exhibit "B"* to the Condominium Trust.

ARTICLE XII.
ASSIGNMENT OF RIGHTS OF GRANTOR

Section 12.1: General Assignment Rights: The Declarant, by deed, or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights, hereunder, and under the Trust, at any time and from time-to-time, to any person, trust or other entity, as may be determined by the Declarant. The provisions of this Article shall be for the benefit of the Declarant and the Declarant's successors and/or assigns.

Section 12.2: Easements and Cross-Easements:

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

12.2(B). Further, the Declarant, its successors and/or assigns, shall have the right to connect into, and use all roads and walkways, and to connect into, extend, lay and modify utility lines and services in connection therewith on the Land, provided that no such connection, extension, laying or modification shall unreasonably interfere with the use of the land for the purposes then being used by the Condominium.

12.2(C). In addition, Declarant shall have the right to use such Land to the extent reasonably necessary in order to facilitate any construction that it undertakes on any such adjacent land. Promptly upon completion of the exercise of any of the rights pursuant to this paragraph, the Declarant, at its expense, shall reasonably restore such Land, to its condition immediately prior to the exercise of such rights.

Section 12.3: Utilities: Electric, Water & Sewer Use:

12.3 (A). ***Electric:*** There shall be a separate electric meter for each Unit, and each Unit Owner shall be directly and solely responsible to the electric company for payment of all charges arising from the electricity used in any such Unit.

12.3 (B). ***Water:*** Unless separately metered, Water Use charges shall be billed through either the Condominium or through the Town of Scituate. If water is separately metered, the Unit Owners will pay any such water use charges directly to the utility or company providing the water service.

12.3 (C). ***Sewer:*** The Condominium is to be subject to and serviced by an on-site Wastewater Sewage Treatment Facility ("WWTF"). The Sewer Use charges will be billed separately to each Unit Owner and paid in addition to, and as a part of, the monthly Condominium charges for common elements and facilities by the Condominium Association, based upon the same Unit Owners' common area percentage interest.

ARTICLE XIII.
MISCELLANEOUS.

Section 13.1: Captions: The captions herein inserted are only as a matter of convenience, and for reference and in no way define, limit or describe the scope of this Master Deed, nor the intent of any of the provisions hereof.

Section 13.2: Gender: The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine, and neuter genders, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 13.3: Definitions: All terms and expressions as used in this Master Deed, which are set forth and defined in the Act, shall have the same meaning herein, unless the context otherwise requires.

Section 13.4: Waiver: No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.

Section 13.5: Invalidity: The invalidity of any provision of this Master Deed, shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed and, in such event, all the other provisions of this Master Deed shall continue in full force and effect, as though such invalid provision had never been included herein.

Section 13.6: Conflicts: This Master Deed is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail.

(SIGNATURE PAGE TO FOLLOW)

SL OWNER, LLC,

By: 

DPI, LLC, its Manager

By: 

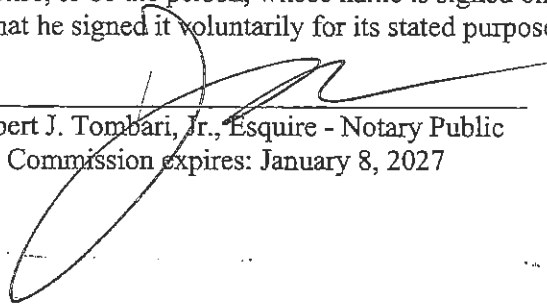
Marc Daigle, its Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

On this day, before me, the undersigned notary public, then personally appeared the above-named, *Marc Daigle, Manager of DPI, LLC*, and who proved to me through satisfactory evidence of identification, which was a 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.

Dated: December 15, 2020


Robert J. Tombari, Jr., Esquire - Notary Public
My Commission expires: January 8, 2027

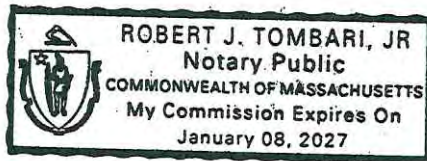


EXHIBIT "A"

TO THE MASTER DEED OF THE STOCKBRIDGE LANDING CONDOMINIUM

(PROPERTY DESCRIPTION)

Those certain parcels of land with the buildings thereon if any, situate in the Town of Scituate, in the County of Plymouth and Commonwealth of Massachusetts, being shown as Lot 54-2-28- A and Lot 54-2-28-C on plan entitled "Plan of Land in Scituate, Mass., prepared for Stockbridge II Realty Trust", Scale 1" = 80' dated March 14, 2016 and revised April 4, 2016, prepared by Webby Engineering Associates, Inc., Engineers & Land Surveyors, being Plan No. 165 of 2016 recorded with Plymouth County Registry of Deeds in Book 60, Page 462, to which plan reference is made for a more particularly description of said lot.

Subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions and layouts, and takings of record, insofar as they are in force and applicable; provided, however, that Lot 54-2-28-C described above is not subject to the conservation easement granted on the drainage areas of Lot 54-2-28-A.

Subject to the terms of that certain Permit Modification and Connection Agreement dated July 8, 2020.

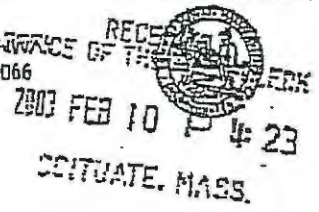
Meaning and intending to convey a portion of the premises and subject to all matters set forth in a Deed recorded with the Plymouth County Registry of Deeds in Book 17575, Page 315, which is the source of the Grantor's title.

For Grantor and/or Declarant's Title, see Deed of *Stockbridge II Realty Trust*, dated August 19, 2020, as recorded with the Plymouth County Registry of Deeds, at **Book 53290, Page 96.**

EXHIBIT "A-1"

**TO THE MASTER DEED OF THE STOCKBRIDGE LANDING CONDOMINIUM
(RESTRICTIONS, RIGHTS, PERMITS, AND APPROVALS)**

1. *Town of Scituate, Zoning Board of Appeals, Comprehensive (Chapter 40B) Approval and Permit*, dated February 10, 2003, as Amended.



ZONING BOARD OF APPEALS
DECISION ON APPLICATION FOR
COMPREHENSIVE PERMIT PURSUANT TO G.L. c. 40B

I BACKGROUND

Applicant: Satuits Woods Realty Trust; as used herein, "Applicant" shall mean the Applicant and/or its successors and assigns as the context warrants.

Project Location: Stockbridge Road - Assessors Map 054, Block 2, Parcel 27

Owner: Stockbridge II Realty Trust, Book 4536 Page 161

Premises: All those certain parcels of land located at 90 Stockbridge Road, Assessors Map 054, Block 2, Parcel 27

Engineer: Ross Engineering

On December 27, 2000, the Applicant submitted an Application for a project consisting of 60 two bedroom condominium units in one large building, 13 duplex buildings, and 10 single family homes, for a total of 96 residential units, all to be connected to town sewer. The Applicant provided a Project Eligibility letter from the Compass Bank dated November 15, 2000.

The Zoning Board of Appeals (the "Board" or "ZBA") opened a duly-noticed public hearing for the purpose of considering the Application. After an extensive public hearing process, the Board voted to deny the Application. The Applicant appealed to the Housing Appeals Committee (HAC). The HAC opened the hearing, and entered an order remanding the matter, in part, to the Board to consider the Applicant's alternative proposal for the construction of 93 units of housing utilizing on-site septic systems. The Board re-opened the public hearing on October 9, 2002, continued to November 14, 2002, at which time the Board closed the hearing. During the public hearing the Applicant submitted a revised plan for 69 units. (herein "the Project"). On December 18, 2002, the Board voted to grant the comprehensive permit subject to the following conditions, which were further reviewed and revised at the Board's meeting on February 6, 2003.

The Board finds that the Applicant has met the statutory requirements of G.L. c.40B to apply for the comprehensive permit. The Board has asked the Applicant to furnish the Board with an updated eligibility letter for the Project, which Applicant agreed to provide.

As used in this decision, "Association" refers to the Homeowners Association which Applicant will establish for this Project, which will include the Condominium Association.

II. FINDINGS

After due consideration of the Application, the record of the proceedings and the materials submitted to the Board, the Board finds that the Project, as conditioned by this decision, will be consistent with local needs. In comparison to the original application that was denied, the Project, by using on-site septic systems rather than town sewer, is consistent with the DEP Administrative Consent Order. The decrease in density provides for a project that is less intrusive environmentally, by pulling much of the development further from the wetlands. The Project also provides for more buffering from the abutting residences, including Wheeler Park. The conditions provide a number of reviews, bonds, and other protections for the town and the abutters.

Based upon the above determinations and the conditions listed below, the Board finds that the Project meets the requirements for a Comprehensive Permit under G.L. c. 40B. The Board therefore votes to grant the requested Comprehensive Permit for the construction and occupancy of 69 units as described in the materials submitted by the Applicant as amended by said conditions.

CONDITIONS

Said grant is made subject to the following conditions that the Board deems necessary in order to assure consistency with the purposes of G.L. c. 40B:

1. Except as more particularly provided for in this decision, the Project shall be constructed in conformance with the following plans of record, as revised pursuant to Condition 46, which are referred to herein collectively as "the Plans":

Plan entitled "Alternate Development Plan Satuitc Woods, three sheets, dated October 2, 2002, by Ross Engineering Co., Inc.

Plan entitled "Satuitc Woods" by The Architectural Team, Inc., undated, stamped by Robert J. Verrier, three sheets, showing plans for a 48 unit condominium building. This building will be referred to herein as the "Condominium Building".

Plans from Living Designs dated October 8, 2001, sheets labeled A-1 through A-3. These plans and the plan for the Condominium Building are referred to herein as the "Architectural Plans".

2. There will be no construction on the Premises before 7:00 a.m. or after 6:00 p.m., Monday through Friday and before 10:00 a.m. or after 5:00 p.m. on Saturday. There will be no construction on the Premises on Sundays or legal holidays.

3. The Applicant shall locate all utilities within the Premises underground.
4. The interior and exterior of all buildings and structures shall be constructed substantially as represented on the Architectural Plans submitted to the Board.
5. The Project shall be serviced by municipal water and on-site sewage disposal.
6. The Project shall be limited to 69 dwelling units as shown on the plans.
7. The Applicant shall not receive any building permit until the Applicant has executed and delivered a Regulatory Agreement in the form approved by the Board. The Deed Rider shall also be in the form approved by the Board.
8. Each of the dwelling units shall have no more than three bedrooms, or two bedrooms as noted in the plans, as the term "bedroom" is defined in the State Environmental Code 310 CMR 202.0. Neither the Applicant nor any future owner shall construct any addition to any structure in the Project, including porches and decks, beyond what is shown on the Architectural Plans. Furthermore, neither the Applicant nor any future owner shall design, construct, finish or use either attic or basement space as habitable space as that term is defined in the State Building Code 780 CMR 202.0. In particular, beyond what is shown on the Architectural Plans, no additional cubic area shall be provided by excavation of basements or raising of attic roofs; no closets shall be constructed in attics or basements; no plumbing, heating or ventilation fixtures shall be installed in attics or basements, beyond those required by the State Building Code for the initial construction by the Applicant; and no windows or larger windows shall be installed in attics or basements, and no habitable space not indicated on the Architectural Plans as a bedroom shall be converted to a bedroom. Said windows shall include basement ventilating windows constructed by the Applicant. These prohibitions shall be specified in all purchase and sale agreements for homes in the Project and each lot deed shall contain the following recitation:

Pursuant to 310 CMR 15.00 Title 5 and as a condition of the Comprehensive Permit granted pursuant to G.L. c. 40B, §§20-23 establishing the lot hereby conveyed the number of bedrooms in any dwelling maintained or constructed on the lot shall be limited to a maximum of {two/three} bedrooms.
9. All lighting for the Project shall be installed and maintained in such a way that lights shall be shielded and directed so as to avoid the direct emission of light onto nearby residential properties. No exterior lighting shall be located higher than an elevation of twenty feet from ground level. A lighting plan shall be submitted to the Building Inspector for his approval prior to issuance of any building permit.
10. The Applicant shall obtain, prior to commencement of any Authorized Activity, any order of conditions under the state wetlands protection act and Board of Health permits and approvals that may be required with respect to the Premises and the Project.

11. All utility work shall be performed and conducted in conformance with the regulations of the Town. All such work shall be performed in accordance with current engineering and construction standards. All construction shall be done to best management standards. Final design of storm water management system shall comply with Department of Environmental Protection Storm Water Management Policy and shall be reviewed and approved as complying with said Storm Water Management Policy by the Board's consulting engineer at Applicant's expense.
12. Twenty-five percent of the units within the Project shall be low or moderate income as defined in M.G.L. c. 40B and the regulations promulgated thereunder (herein the "affordable" units). Six single family homes and twelve units in the Condominium Building shall be designated as affordable. The affordable single family homes shall be lot numbers 1, 4, 7, 14, 16, 19 as shown on the Plans. The affordable Condominium units shall be randomly placed throughout the building and shall be indistinguishable from the market rate Condominium units. The sale price for these affordable units shall be established so that they are affordable to buyers having incomes no greater than eighty percent of Area Median Income as adjusted for household size, as defined annually by the Department of Housing and Urban Development (HUD) and these units shall be sold to buyers having household incomes no greater than said limits. One of the affordable single family homes, designated on the Plans as the first house, shall be fully handicapped accessible.
13. The affordable units shall be constructed on a schedule that provides for the construction of at least one affordable unit for every three market-rate dwellings constructed. In other words, the Applicant must build one affordable home after completing three market rate homes and continue on that basis until the Project is complete.
14. All affordable units shall remain so in perpetuity. An affordable housing restriction, enforceable by Scituate Housing Authority or the Town of Scituate, requiring that the affordable units remain affordable in perpetuity, in the form approved by the ZBA, shall be recorded senior to any liens on the Premises to protect the continued availability of and requirement for the affordable units in the event of any foreclosure, bankruptcy, refinancing or sale. Applicant shall not receive a building permit until evidence of the recording of such affordable housing restriction has been provided to the Board.
15. All affordable units must be owner-occupied and the affordable housing restriction shall so provide.
16. Individual deeds for the affordable units shall contain references to the affordable housing restriction and all lot and unit deeds shall reference this decision.
17. A street sign for the subdivision shall be installed by the Applicant and shall consist of letters and/or numbers at least five inches in height.
18. The property address of each dwelling building in the Project shall be designated with three-inch high numbers as approved by the Fire Chief.

19. This comprehensive permit shall expire, if the Applicant has not, for whatever cause, completed construction on the Project within three years of the date this decision becomes final. The decision is deemed to have become final upon the date the decision is filed with the Town Clerk if no appeal is filed and otherwise the date the last appeal is decided or otherwise disposed of.

20. The Board reserves the right, insofar as consistent with state law, to further review and amend this decision based upon any information that comes before the Board as a result of Applicant's future need to acquire permits from any local, state or Federal authority, specifically including filings under the Massachusetts Environmental Policy Act, which information affects the plans submitted with the Project and approved by the Board. The Board, in issuing this comprehensive permit, is relying upon information submitted to it by the Applicant, the Applicant's engineers and consultants, and the Town's boards, officials, staff, engineers and consultants. If any such information presented in another permitting or environmental process is different from what was presented to this Board, the Applicant shall promptly notify the Board in writing, describing such change. Within twenty days the Board shall determine and notify the Applicant whether it deems the change substantial or insubstantial. If the change is determined to be insubstantial or if the Board fails to notify the Applicant of its determination, the comprehensive permit shall be deemed unaffected by the change. If the change is determined to be substantial, the Board shall hold a public hearing within thirty days of its determination and issue a decision within forty days of termination of the hearing, rescinding the comprehensive permit, altering the conditions or adding further conditions of the comprehensive permit, or making no change in the comprehensive permit. The Board may rescind the comprehensive permit only if it finds that the Applicant or its agents made material misrepresentations to the Board or obtained the comprehensive permit by fraud. Only the different information and the aspects of the Project affected by the different information shall be at issue in such hearing.

21. The Applicant shall comply with all bonding and insurance requirements as specified in the Scituate Bylaws, Subdivision Regulations and state and federal law and permits and approvals issued thereunder, including without limitation the Wetlands Protection Act and the State Environmental Code and Building Code. In particular and furthermore, the Applicant shall secure the construction of the way, the installation of municipal services, the performance of the conditions of the comprehensive permit relating to on-site and off-site improvements, if any, and the proper operation of the drainage system, by a proper bond sufficient in the opinion of the Board and in an amount to be determined by the Board's consulting engineer sufficient to secure performance of the construction of the way and the installation of municipal services required for lots in the subdivision shown on the Plans and such on-site and off-site improvements within two years and to ensure that the drainage system operates properly for six years after completion of the subdivision and that any necessary repairs or improvements to such drainage system to effect such proper operation are performed within said six years, and otherwise in accordance with the requirements of the Subdivision Regulations. This Board shall retain exclusive jurisdiction over such completion and operation bond. The bond to secure construction completion must remain in place until completion of the project and the issuance by the Board of a certificate of completion. The bond to secure operation of the

drainage system shall remain in place until six years after issuance of the certification of completion. Other bonds and insurance shall remain in place as required under such bylaws, state and federal law and permits and approvals issued thereunder.

22. The Applicant shall pay all fees imposed for the purpose of monitoring the compliance of the Project's construction with the terms of this permit, local bylaw requirements not waived by this permit, and other permits and approvals issued with respect to this Project for which the Town has monitoring responsibility. The Board's consulting engineer will be used for this purpose where applicable.
23. The Applicant shall be responsible for advertising and processing the affordable units.
24. Catch basins shall be located not more than 300 feet apart. Locations shall be shown on the Plans.
25. Streets within the Project shall be 24 feet in paved width. The streets shall have Cape Cod berms on both sides, and four foot wide grass strips. Sidewalks shall be paved and four feet in width.
26. The Applicant shall construct, and the Condominium Association shall maintain, a passive recreation area with suitable benches and amenities for the residents of the condominium. A landscaping plan shall be submitted to the Zoning Board of Appeals for approval at time of application for first building permit.
27. Fire hydrants shall be located as required by the Fire Chief. Locations will be shown on the Plans.
28. Insofar as allowed under M.G.L. c. 40B and the regulations promulgated thereunder and other applicable law, with respect to at least 70% of the affordable units, the Applicant shall provide a preference category for Scituate residents, their parents and children and for those persons who had resided in Scituate within two years immediately preceding their application for housing. This preference shall be implemented through the Scituate Housing Authority or other designated monitoring agent, which shall also review the Applicant's fair housing marketing plan as per M.G.L. c. 40B. The costs associated with the marketing plan, including the advertising and processing for the first-time affordable units shall be borne by the Applicant.
29. The responsibility of plowing, sanding, and maintenance of roadways within the Premises shall remain with the Applicant or with the Association in perpetuity.
30. This comprehensive permit shall issue to Saturne Woods Realty Trust and shall not be transferable, except in accordance with the provisions of M.G.L. c. 40B §§20-23.
31. New England Fund - Cost certifications shall be done in accordance with procedures established by the monitoring agent and in accordance with the Regulatory Agreement approved by the Board. The Applicant shall provide to the Board a full certification of total development costs and total revenues on a federal income tax basis prepared and

certified by a certified public accountant acceptable to the monitoring agent and to the Board, to enable the Board to make its own determination as to whether the Applicant has complied with the regulatory agreement. If at any time it appears that the Applicant is in violation of the Regulatory Agreement, following a hearing of which the Applicant has been given prior notice, then the Board may pursue such enforcement rights as it may have under the Regulatory Agreement and/or the Affordable Housing Restriction and/or applicable law.

32. All infrastructures (utilities, roads, drainage, etc.) to service the Property shall be constructed as shown on the final development plans prior to construction of any buildings, with the exception that the roadways need only be completed to binder course prior to issuance of building permits. The foundation and underground utilities for the Condominium Building shall be constructed prior to the single family homes.
33. Applicant shall install, and the Condominium Association shall maintain, a six foot fence along the north boundary of the property along the railroad right of way and vegetative screening along the boundary with Wheeler Park to be maintained at a height of no less than eight feet. Applicant shall also install and maintain screening during construction to prevent adverse impacts to neighboring properties caused by light, noise, and dust. No clear cutting is allowed. All significant trees (those with diameter of more than ten inches two feet above ground) shall be flagged and saved if possible.
34. Signs for the Project shall comply with the Town's By-laws. No Town fees are waived by this decision.
35. A sidewalk built in accordance with subdivision standards shall be installed by Applicant along the easterly side of Stockbridge Road to Vinal Avenue, provided that legal permission and permits for the same are obtained by the town and the cost of the construction of said sidewalk shall not exceed \$25,000. Said sidewalk shall be constructed of asphalt and shall have an asphalt layer of three inches in depth and four feet in width. The Town shall be responsible for obtaining any and all necessary permits and buyouts and the Town shall provide any necessary surveys.
36. The Condominium Building shall include a common space area for use by the unit owners and guests of at least 1000 square feet, exclusive of stairways, halls, lobbies and rest rooms.
37. All "drainage lots" or "conservation lots" shall have a conservation easement imposed in favor of the Town's Conservation Commission providing that the lots shall be restricted in perpetuity with no further development.
38. The name of the development shall be changed to Stockbridge Woods.
39. All easements shown on the plan shall be maintained. If the Applicant or Association fails to maintain an easement, the Town may do so and charge the Applicant or Association.

40. The stone wall on Stockbridge Road shall be rebuilt after construction is complete except for the portion needed to be permanently removed for egress and access. The emergency access shall be clearly marked as such and have a breakaway gate or other device meeting the requirements of the Fire and Police Chiefs.
41. Ten additional parking spaces shall be provided for the Condominium Building and shown on the final plans. Adequate access for firefighting equipment shall be provided around the Condominium Building in a manner acceptable to the Fire Chief.
42. Applicant shall perform testing in accordance with water department requirements to ensure adequate water supply and pressure for the Project. Any upgrades to the water system required to obtain adequate water supply and pressure for domestic use and firefighting for the Project shall be constructed at Applicant's expense.
43. Applicant shall prepare and file a definitive subdivision plan with the ZBA which complies with the Planning Board's Rules and Regulations for subdivisions, except as waived herein.
44. All houses and the Condominium Building to have cedar shingles or materials similar in appearance, but in no event shall vinyl or aluminum siding be used.
45. Applicant will install street trees. Locations will be shown on Landscaping Plan and approved by the Board which approval shall not be unreasonably withheld.
46. All plan revisions required by this approval shall be incorporated onto the record set of Plans which shall be submitted for endorsement by the ZBA within 60 days of this approval being filed with Town Clerk. If the Plans are not submitted for endorsement as required herein, the ZBA may vote to rescind this approval. The time allowed to make the revisions may be extended by a vote of the ZBA. Such extension shall not be unreasonably withheld. These Plans as endorsed are incorporated into the approval by reference and made part hereof.
47. A Performance Guarantee (Surety) in the amount to be determined by the Town Department of Public Works made out to the Town of Scituate only shall be given to the ZBA prior to starting any activity authorized by this approval (Authorized Activity). Surety shall ensure the proper and timely completion of all work within a public way, on Town property or in any Town easement and shall be held by Town Treasurer until he is notified by the ZBA to release Surety. Requests to reduce Surety may be submitted as work progresses and shall include the amount of requested reduction, a list of work outstanding and a cost estimate of the same. Surety retained shall be based on the work remaining.
48. Prior to starting any Authorized Activity, the Applicant and the general contractor shall meet with the Building Inspector, Conservation Agent, DPW representative, and representative from the Board's consulting engineer to review this approval.
49. Prior to starting any Authorized Activity, the Applicant shall provide to the ZBA

- a. the name, address and business telephone number of the individual who shall be responsible for all activities on site;
- b. a copy of a municipal lien certificate indicating that all taxes, assessments and charges due on the Premises have been paid.
- c. proof that all required federal, state and local licenses and permits have been obtained;
- d. proof that "Dig-Safe" has been notified at least 72 hours prior to the start of any site work;
- e. at least 48 hour written notice. If activity on site ceases for longer than one month, 48 hour written notice prior to restarting work.

50. The Applicant shall keep the site clean during construction. Upon completion of all work on site and prior to As-Built approval, all debris and construction materials shall be removed and disposed of in accordance with state laws and regulations and the ZBA shall be notified in writing of the final disposition of the materials.

51. Within 60 days of completion of the Authorized Activities, the Applicant shall submit to the ZBA a written request for As-Built approval accompanied by two sets of As-Built Plans for all infrastructure improvements and, if applicable, proof of compliance with the permits and/or conditions of the DPW and Fire Department. As-Built approval shall not be considered complete until the As-Built vote of the ZBA and all surviving conditions have been filed at the Plymouth Registry of Deeds and/or Land Court. Proof of the filing of As-Built approval shall be provided to the ZBA prior to the issuance of any temporary or permanent Certificate of Occupancy by the Building Department.

52. The project as approved shall not increase the peak rate of runoff from the 2, 10, 25 and 100 year storm events. As part of the As-Built approval required by Condition 51, a Registered Professional Engineer shall submit an As-Built plan on the entire drainage system. In addition, the engineer shall certify in writing that there is no increase in the peak rate of runoff from the 2, 10, 25 and 100 year storm events. The area to be included in the drainage calculations used for this certification shall be the whole drainage area contributing runoff to the site.

53. All catch basins and detention basins shall be cleaned at the end of construction. Thereafter, the Applicant and/or Applicant's successor shall be responsible for maintaining the site's storm-water management system. An "Operation & Maintenance Plan" ("O & M Plan") shall be submitted to the Board or its agent for approval and the Condominium documents shall require adherence to the O & M Plan.

54. Adequate erosion and sedimentation control shall be implemented as shown on "Sequence of Construction and Erosion Control Plan" to be approved by ZBA prior to the start of any Authorized Activity. Said measures shall be maintained throughout the project and until all disturbed areas have been permanently stabilized with either an adequate vegetative or asphalt cover in accordance with the Plans.

55. All construction material, debris, fill and excavated material shall be stockpiled in areas designated on the Plans. Said material shall be stabilized to prevent erosion and to control

dust. All excess fill and excavated materials that are not used in conjunction with construction shall be removed from site and disposed of in accordance with state laws and regulations. The ZBA shall be notified in writing of final disposition. At no time shall any debris or other material be buried or disposed of within a Resource Area as defined by M.G.L. c.131.

56. Before the developer leaves the project the condo association must be established and names, addresses and telephone numbers of the officers be given to Town and this list of current officers be supplied on an annual basis to the Town.
57. That alarm systems for any pump components of the sewage disposal systems be telephonically connected to a maintenance company, the police, and the Board of Health.
58. That the condominium documents be submitted to Town Counsel for review and approval.
59. That the condominium documents include a provision to annually provide money for maintenance of the sewage disposal system and a reserve account to set aside adequate money for the replacement of the sewage disposal system. The reserve account for septic replacement must have a bank trustee countersign the approval for withdrawing funds so it is verified the monies withdrawn are for this purpose only. ~~The formula for setting aside adequate money shall include a cost factor for inflation.~~
60. That the condominium documents require an annual inspection of the large and shared systems and pumping if necessary and that all systems will be pumped not less than every three years as required by Title 5.

IV. WAIVERS:

The Applicant shall comply with all State Zoning laws and the Town of Scituate's current Zoning Bylaw, Rules and Regulations for the Subdivision of Land, Wetlands Protection Bylaw, Earth Removal Bylaw, and other local development controls except as provided in the schedule attached to this permit as Exhibit A.

V. SUCCESSORS AND ASSIGNS

The provisions of this Comprehensive Permit shall be binding upon the successors and assigns of the Applicant, and the obligations hereunder shall run with the land. In the event that the Applicant sells, transfers, or assigns any of its interest in the Project, this Comprehensive Permit shall be binding upon the purchaser, transferee or assignee, and any such sale, transfer or assignment shall be subject to the prior approval of the Zoning Board of Appeals, which approval shall not be unreasonably withheld or delayed.

EXHIBIT A - WAIVERS

The Board made the following ruling on the Request for Waivers from Local By-laws submitted by the Applicant at the December 18, 2002 and February 6, 2003 meeting.

1. Fees - Denied.

ZONING BYLAWS

2. Section 420.1 - Granted in accordance with the Plans and this decision.

3. Section 470 - Granted in accordance with the Plans and this decision.

4. Section 510.6.A, B, C, D, and E. - Denied. The Board finds that the applicant has complied with the requirements of 510.6.B of the Zoning By-laws by locating the waste disposal systems outside the WRPD to the extent feasible.

5. Section 510.6.F.1 and F.3. - Granted in accordance with the Plans and this decision as to the lot for the Condominium Building.

6. Section 510.6.F.1 - Granted to the following extent for the lots on which single-family homes will be built:

- a. No more than 40% of the area of any lot which has less than 10,000 square feet shall be rendered impervious;
- b. No more than 38% of the area of any lot which has between 10,000 square feet and 14,999 square feet shall be rendered impervious.
- c. Lots which have 15,000 square feet or more of area shall comply with Section 510.6.F.1.

7. Section 510.6.F.3 - Granted only to the extent of allowing a 3:1 slope for grading necessary for septic systems for lots on which single family homes will be built.

8. Section 510.6.F.2 - Granted in accordance with the Plans and this decision.

9. Section 610.1 - Granted in accordance with the Plans and this decision.

10. Section 620.1 - Denied.

11. Section 610.2 - Granted in accordance with the Plans and this decision.

12. Section 620.3 - Granted in accordance with the Plans and this decision, provided specifically that no setbacks are waived as to distance to lot lines with abutting properties; waivers are granted only for setbacks from lots to be created by this Project.

13. Section 720 - Granted subject to Building Inspector approval of the location of the trailer.

14. Sections 730.2, 730.3 - Granted in accordance with the Plans and this decision.

15. Section 760.4 - Granted in accordance with the Plans and this decision and subject to condition 45.

16. Section 770.7 - Granted in accordance with the Plans and this decision.

17. Section 910.1 - Denied.

PLANNING BOARD RULES AND REGULATIONS

18. Section II.A - Granted in accordance with the Plans and this decision, insofar as the Definitive Plan will be submitted to the ZBA in accordance with condition 43.

19. Section II.B - Denied; not necessary.

20. Section IV. - Granted in accordance with the Plans and this decision, insofar as the Definitive Plan will be submitted to the ZBA in accordance with condition 43.

21. Sections V.A; V.B.2; V.B.3; V.B.4; V.B.5; V.B.7; V.B.8; V.D; and V.F - Granted in accordance with the Plans and this decision.

22. Section V.H - Granted in accordance with the Plans and this decision.

23. Sections V.L.A; V.L.B - Denied.

24. Section V.L.C.1 and 7.b. - Granted in accordance with the Plans and this decision.

25. Section V.L.C.9 - Denied.

26. Section V.L.C.10 - Granted in accordance with the Plans and this decision.

BOARD OF HEALTH REGULATIONS FOR DISPOSAL OF SANITARY SEWAGE

27. Section I - Denied.

28. Section II.B - Granted in accordance with the Plans and this decision as to lots 5, 6, 20, and 21 only to the extent to allow the sewage line to cross lot lines for the common septic systems for these lots. No other waivers from Section II. Granted.

29. Section IV.4 - Granted only to the extent of allowing retaining walls for 6 septic systems to be constructed no closer than five feet from a property line, rather than 15 feet as required by the regulation. If a retaining wall is built closer than 15 feet from a property line, the wall shall be screened with vegetation. No other provisions of Section IV are waived.

30. Section V - Granted in accordance with the Plans and this decision.

31. Section VI - Denied.

CODE OF BYLAWS SECTION 30770 WETLANDS PROTECTION RULES AND REGULATIONS

32. The following sections of the Wetland Protection Rules and Regulations are waived in accordance with the Plans and this decision:

- a. 10.05(10) (a-g)
- b. 10.12 a-c
- c. 10.38
- d. 10.39

Any person aggrieved by this decision may appeal to a court of competent jurisdiction within 20 days as provided by G.L. c.40A, §17.

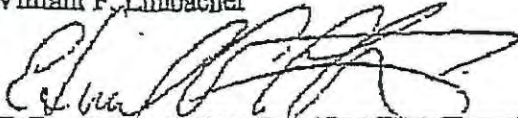
SCITUATE ZONING BOARD OF APPEALS



Brian B. Sullivan, Chairman



William F. Limbacher



Edward C. Tibbetts

Date: 2/10/03

175011/SCT/0103

EXHIBIT "B"

**TO MASTER DEED OF THE STOCKBRIDGE LANDING CONDOMINIUM
(UNIT DESCRIPTIONS)**

A. The following is a general description of the Unit types and styles:

- 1.) *Unit Type A - the "Hingham":* Two Level Unit containing Two (2) Bedrooms, Kitchen, Dining Room, Living Room, 2.5 Bathrooms, Loft Area, Basement, One (1) Car Garage, approximately ~~2,159~~^{2,152} square feet;
- 2.) *Unit Type B - the "Cohasset":* Two Level Unit containing Two (2) Bedrooms, Kitchen, Dining Room, Living Room, 2.5 Bathrooms, Basement, One (1) Car Garage, approximately 2,095 square feet;
- 3.) *Unit Type D - the "Duxbury":* Two Level Unit containing Two (2) Bedrooms, Kitchen, Dining Room, Living Room, 2.5 Bathrooms, Basement, One (1) Car Garage, approximately 2,004 square feet;
- 5.) *Unit Type E - the "Marshfield":*
(Affordable Unit) Two Level Unit containing Two (2) Bedrooms, Kitchen, Dining Room, Living Room, 2.5 Bathrooms, Basement, One (1) Car Garage, approximately 1,470 square feet;
- 6.) *Unit Type F1 - the "Norwell":* Two Level Unit containing Two (2) Bedrooms, Kitchen, Dining Room, Living Room, One and one-half (1.5) Bathrooms, Basement, One (1) Car Garage, approximately 1,108 square feet; and
- 7.) *Unit Type F1 - the "Norwell":*
(Affordable Unit) Two Level Unit containing Two (2) Bedrooms, Kitchen, Dining Room, Living Room, One (1) Bathroom, Basement, One (1) Car Garage, approximately 1,108 square feet.

all as shown and depicted on the Unit Floor Plans, as recorded herewith, or from time to time.

EXHIBIT "B-1"

**TO MASTER DEED OF THE STOCKBRIDGE LANDING CONDOMINIUM
(UNIT PERCENTAGE INTEREST DESCRIPTIONS)**

Percentage of Interest of the Units in the Common Elements:

See Stockbridge Landing Condominium Association Ownership Interest Schedule.

Stockbridge Landing Condominium Association

OWNERSHIP INTEREST

Unit Count	Bldg	Street Number	Street Name	Unit Type	Estimated Value	Interest	Projected Monthly Fees	Projected Yearly Fees
1	1	3	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
2	1	1	Atlantic Way	Type F1 (Affordable)		0.68%	154.00	1,848.00
3	2	7	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
4	2	5	Atlantic Way	Type B	614,000	1.74%	391.50	4,697.98
5	3	11	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
6	3	9	Atlantic Way	Type B	614,000	1.74%	391.50	4,697.98
7	4	15	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
8	4	13	Atlantic Way	Type F1	390,000	1.10%	248.67	2,984.06
9	5	19	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
10	5	17	Atlantic Way	Type B	614,000	1.74%	391.50	4,697.98
11	6	23	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
12	6	21	Atlantic Way	Type F1 (Affordable)		0.68%	154.00	1,848.00
13	7	25	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
14	7	27	Atlantic Way	Type F1	390,000	1.10%	248.67	2,984.06
15	8	31	Atlantic Way	Type D	590,000	1.67%	376.20	4,514.35
16	8	29	Atlantic Way	Type E (Affordable)		0.68%	154.00	1,848.00
17	9	35	Atlantic Way	Type A	654,000	1.85%	417.00	5,004.04
18	9	33	Atlantic Way	Type B	624,000	1.76%	397.87	4,774.50
19	10	34	Atlantic Way	Type A	654,000	1.85%	417.00	5,004.04
20	10	32	Atlantic Way	Type B	624,000	1.76%	397.87	4,774.50
21	11	28	Atlantic Way	Type A	644,000	1.82%	410.63	4,927.53
22	11	30	Atlantic Way	Type F1 (Affordable)		0.68%	154.00	1,848.00
23	12	24	Atlantic Way	Type A	629,000	1.78%	401.06	4,812.76
24	12	26	Atlantic Way	Type B	614,000	1.74%	391.50	4,697.98
25	13	20	Atlantic Way	Type C	684,000	1.93%	436.13	5,233.58
26	13	22	Atlantic Way	Type F2 (Affordable)		0.68%	154.00	1,848.00
27	14	16	Atlantic Way	Type A (Affordable)		0.68%	154.00	1,848.00
28	14	18	Atlantic Way	Type F1	375,000	1.06%	239.11	2,869.29
29	15	50	Sandy Hill Circle	Type A	644,000	1.82%	410.63	4,927.53
30	15	52	Sandy Hill Circle	Type F1 (Affordable)		0.68%	154.00	1,848.00
31	16	48	Sandy Hill Circle	Type C	684,000	1.93%	436.13	5,233.58
32	16	46	Sandy Hill Circle	Type F2 (Affordable)		0.68%	154.00	1,848.00
33	17	42	Sandy Hill Circle	Type A	644,000	1.82%	410.63	4,927.53
34	17	44	Sandy Hill Circle	Type F1	390,000	1.10%	248.67	2,984.06
35	18	40	Sandy Hill Circle	Type C	684,000	1.93%	436.13	5,233.58
36	18	38	Sandy Hill Circle	Type F2 (Affordable)		0.68%	154.00	1,848.00
37	19	34	Sandy Hill Circle	Type A	654,000	1.85%	417.00	5,004.04
38	19	36	Sandy Hill Circle	Type B	624,000	1.76%	397.87	4,774.50
39	20	32	Sandy Hill Circle	Type C	684,000	1.93%	436.13	5,233.58
40	20	30	Sandy Hill Circle	Type F2 (Affordable)		0.68%	154.00	1,848.00
41	21	26	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
42	21	28	Sandy Hill Circle	Type B	599,000	1.69%	381.93	4,583.21
43	22	22	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
44	22	24	Sandy Hill Circle	Type F1 (Affordable)		0.68%	154.00	1,848.00
45	23	20	Sandy Hill Circle	Type C	669,000	1.89%	426.57	5,118.81
46	23	18	Sandy Hill Circle	Type F2 (Affordable)		0.68%	154.00	1,848.00
47	24	14	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
48	24	16	Sandy Hill Circle	Type B	599,000	1.69%	381.93	4,583.21
49	25	10	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
50	25	12	Sandy Hill Circle	Type F1	375,000	1.06%	239.11	2,869.29
51	26	6	Sandy Hill Circle	Type A	654,000	1.85%	417.00	5,004.04
52	26	8	Sandy Hill Circle	Type A	654,000	1.85%	417.00	5,004.04
53	27	2	Sandy Hill Circle	Type A	644,000	1.82%	410.63	4,927.53
54	27	4	Sandy Hill Circle	Type F1 (Affordable)		0.68%	154.00	1,848.00
55	28	1	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
56	28	3	Sandy Hill Circle	Type B	599,000	1.69%	381.93	4,583.21
57	29	4	Atlantic Way	Type C	669,000	1.89%	426.57	5,118.81
58	29	2	Atlantic Way	Type F2 (Affordable)		0.68%	154.00	1,848.00
59	30	6	Atlantic Way	Type A	629,000	1.78%	401.06	4,812.76
60	30	8	Atlantic Way	Type B	599,000	1.69%	381.93	4,583.21
61	31	37	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
62	31	39	Sandy Hill Circle	Type B (Affordable)		0.68%	154.00	1,848.00
63	32	33	Sandy Hill Circle	Type C	669,000	1.89%	426.57	5,118.81
64	32	35	Sandy Hill Circle	Type F2 (Affordable)		0.68%	154.00	1,848.00
65	33	31	Sandy Hill Circle	Type A	629,000	1.78%	401.06	4,812.76
66	33	29	Sandy Hill Circle	Type B	599,000	1.69%	381.93	4,583.21
67	34	25	Sandy Hill Circle	Type C	669,000	1.89%	426.57	5,118.81
68	34	27	Sandy Hill Circle	Type F2 (Affordable)		0.68%	154.00	1,848.00
						100.00%	22,550.00	270,600.00

EXHIBIT "B-1"

EXHIBIT "C"

**TO MASTER DEED OF THE STOCKBRIDGE LANDING CONDOMINIUM
(RESTRICTIONS ON THE USE OF THE BUILDINGS AND UNITS)**

1. Nothing shall be done or kept in any Unit, which will increase the rate of insurance of the Condominium, or contents thereof, applicable for housing, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements;

- 2(a). Any Unit Owner may keep in the Unit Two (2) dogs or Two (2) cats, or one of each, subject always, however, to the restrictions and limitations contained in this Paragraph 2. No other animals or reptiles of any kind, shall be raised, bred, or kept, in any Unit or in the Common Elements, except with the prior written approval of the Trustees. All such pets must be registered with the Trustees.

- 2(b). The keeping of any pet, even with such approval, shall be subject to rules adopted by the Trustees, and subject to the condition that they are not kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise, as determined by the Trustees, shall be permanently removed from the Condominium. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, per local regulations. The Unit Owner shall be responsible for any and all damages caused by the pet. The Unit Owner shall be responsible for clean-up, and proper disposal of any waste of the pets.

- 2(c). In the event that the Trustees shall reasonably determine that a pet has caused harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner whose pet has caused harm or injury, whereupon the pet shall be removed immediately and permanently from the Condominium.

- 2(d). In the event that the Trustees shall reasonably determine that any such pet poses a threat of harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner, whose pet is posing a threat, notifying the Unit Owner that if the pet continues to pose a threat of harm or injury, the pet shall be permanently removed. If, after such written notice, the pet shall continue to pose a threat of harm or injury, as determined by the Trustees in their sole discretion, the pet shall be permanently removed from the Condominium upon Three (3) days written notice from the Trustees.

- 2(e). In the event that the Trustees shall reasonably determine that a pet is causing or creating any other nuisance or unreasonable disturbance, the Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance notifying the Unit Owner that if the nuisance or unreasonable disturbance continues the pet shall be permanently removed. If, after such written notice, the pet shall continue to create a nuisance or unreasonable disturbance, as determine by the Trustees on their sole discretion, the pet shall be permanently removed from the Condominium upon Three (3) days written notice from the Trustees.
3. No offensive activity shall be carried on in any Unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents, visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;
4. Each Unit Owner shall be obligated to maintain and keep in good order and repair his or her Unit, in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from his Unit, or from the doors and windows thereof, any dirt or other substance. The removal of snow from patios and decks, which shall be the responsibility of individual Unit Owners, shall be permitted;
5. All radio, television or other electrical equipment, of any kind or nature installed, or used in each Unit, shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit;
6. The agents of the Trustees, or the managing agent appointed by the Trustees, and any contractor or workman authorized by the Trustees, or the said managing agent, may enter any room or Unit in the Buildings, at any reasonable hour of the day after notification (except in case of emergency when they can enter at any time without prior notification) for the purpose of inspecting such Unit and for the purpose of performing work;
7. No Unit Owner, or occupant, his family, guests, agents, servants, employees, licensees, or tenants, shall at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use;
8. There may be no restriction upon any Unit Owner's right of ingress and egress to his Unit, which right shall be perpetual and appurtenant to the Unit Ownership; and the right of a Unit Owner to sell, transfer or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

9. These restrictions shall be for the benefit of the owners of all the Units, and the Trustees as Trustees for the Common Elements. They shall be enforceable solely by the Trustees, and shall, insofar as permitted by law, be perpetual. No Unit Owner shall be liable for any breach of the provisions of these Restrictions except as such breach shall occur during his ownership thereof.
10. The Trustees, in the enforcement of these restrictions, may resort to all lawful remedies, including the levying of fines upon Unit Owners not to exceed one month's common charge for each violation, and all fines so levied and all other enforcement expenses, including reasonable attorneys' fees, shall be levied upon the Unit Owner found to be in violation, as a common expense, and all such expenses shall become a lien upon the Unit and subject to collection and enforcement as provided in the Act.

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EXHIBIT "D"

**TO MASTER DEED OF THE STOCBRIDGE LANDING CONDOMINIUM
*(DESIGN GUIDELINES FOR EXPANSION, MODIFICATION AND RENOVATION OF UNITS)***

I. GENERAL PURPOSE:

It is the general purpose of these guidelines to ensure that the Design Concept that serves as the underpinnings for *Stockbridge Landing Condominium* is followed when contemplating or proposing any new construction, or renovations of and to existing structures, and common areas at *Stockbridge Landing Condominium*. The design concept at *Stockbridge Landing Condominium* seeks to introduce a balance between the needs of pedestrian(s) and automobiles, and to create streetscapes and architecture that encourage neighbors within the community to interact with each other as neighbors within a community that respects the rights of individual property owners, while at the same time, encouraging casual interaction among neighbors.

II. APPLICATION AND APPROVAL PROCEDURE:

Any and all building or site plans shall be submitted to the *Stockbridge Landing Condominium's* Board of Trustees (hereinafter, referred to as, the "Board"). The Board shall review proposed changes to *Stockbridge Landing Condominium's* Common Areas, or Individual Units, based on conformity with these standards, and pursuant to section 6.3 of the Master Deed, or as otherwise permitted under the Master Deed. The Developer retains the rights to adjust these standards at any time prior to conveying control of the Condominium Trust to the Unit Owners.

A. As to Minor Alterations:

Pursuant to 6.3(8)(2) for the Master Deed, Plans and specifications for any Minor Alteration shall be submitted by the Unit Owner proposing to perform any such Minor Alteration to the Board, and shall be approved in advance of any work being performed.

B. As to Major Alterations:

Pursuant to 6.3(C)(2) of the Master Deed, Plans and specifications for any Major Alteration shall be submitted by the Unit Owner proposing to perform any such alteration to the Board, and that the following matters, shall be submitted to the Board, for approval prior to the commencement of any such alteration or other work, unless the same is waived by the Trustees: (1) grading plans, (2) floor plans, (3) front, side and rear elevations, (4) detailed specifications and (5) a certification from a registered architect or engineer that the Unit, and the Building of which it is a part, will be structurally sound upon completion of the anticipated modifications, and that the proposed alterations will comply with all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereon (including without limitation, the Massachusetts Endangered Species Act, zoning, building, health, sanitation and fire protection laws ordinances and regulations).

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

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