

# *Sherborn Village Condominium*

## *Master Deed*

HP Sherborn, LLC, a Limited Liability Company, organized according to the laws of the Commonwealth of Massachusetts, with a principal place of business at 490 B Boston Post Road, (Ste. 202), Sudbury, Middlesex County, Massachusetts (hereinafter sometimes referred to as the "Declarant"), being the owner of certain premises in Sherborn, Middlesex County, Commonwealth of Massachusetts, now known and numbered 59 North Main Street being shown on a plan of land entitled, "Sherborn Village in Sherborn Massachusetts" dated: July 25, 2017, by: Engineering Design Consultants that is recorded with Middlesex South Registry of Deeds as Plan No. \_\_\_\_ 201\_. (the "Site Plan") together with all buildings and improvements thereon now or hereafter erected thereon and together with and subject to all easements, rights, and appurtenances belonging thereto (the "Premises"), does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended from time to time, ("Chapter 183A") and proposes to create and does hereby, create by this Master Deed, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end, hereby declares and provides as follows:

1. Name.

The Name of the Condominium shall be the

*"Sherborn Village Condominium"*

2. Phasing

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending seven (7) years next after the date on which this Master Deed is recorded, or the completion of the Condominium, whichever first occurs, the right

to add additional units to the condominium up to a total of twelve units and of the twelve units there shall be three units deemed "affordable" as defined in the Special Permit issued by the Town of Sherborn to the Declarant.

3. Description of Building.

The first phase of the Condominium consists of two units located as shown on the Site Plan. The units are designated Unit \_\_\_\_ 59 North Main Street and Unit \_\_\_\_ 59 North Main Street. The units are \_\_\_\_ story, free standing buildings constructed with a wood frame, with cement board siding and an asphalt roof. The location of the units is shown on the Site Plan.

4. Designation of Units and Their Boundaries:

Verified floor plans (the "Floor Plans") of the Building showing the layout, location, unit number and dimensions of the Units and such other matters as are required by law, are shown on a plan entitled "As-Built Plans, \_\_\_\_\_ said plan being recorded with the Middlesex South Registry of Deeds as Plan No. \_\_\_\_\_ of 2017.

Each unit accesses the common area directly by means of a porch and a deck with stairs to the common area as shown on the Site Plan.

Unit \_\_\_\_ contains: two bedrooms, two bathrooms, a kitchen, living room and a dining room. The unit contains \_\_\_\_\_ square feet of living space as well as a \_\_\_\_ a garage that contains \_\_\_\_\_ square feet. *(Correct description)*

Unit \_\_\_\_\_ contains: two bedrooms, two bathrooms, a kitchen, living room and a dining room. The unit contains \_\_\_\_\_ square feet of living space as well as a \_\_\_\_ a garage that contains \_\_\_\_\_ square feet. *(Correct description)*

The boundaries of each of the Units with respect to the floor, ceiling, walls, doors and windows thereof are as follows:

FLOOR: the plane of the upper surface of the subflooring;

CEILING: the plane on the lower surface of the ceiling joists or, in case of portions of Units situated immediately beneath the exterior roof, the plane of the lower surface of the roof rafters.

INTERIOR BUILDING WALLS: the plane of the interior surface of the wall studs.

EXTERIOR BUILDING WALLS: the plane of the interior surface of the enclosed studs of the wall facing the Unit; and

WINDOWS AND DOORS: as to doors, the exterior surfaces thereof, as to windows, the exterior surface of the glass and or the window frames.

#### 5. Appurtenant Rights and Easements.

There shall also be included as a part of each Unit the mechanical systems serving the Unit exclusively, even though the same may not be within the boundaries of the Unit as defined above.

There is appurtenant to each Unit a permanent, exclusive easement to use the porch and deck attached to the unit and a garage and \_\_\_\_ parking spaces all of which are designated on the Site Plan for the exclusive use by the owner of the unit, except as limited below,

The parking spaces are subject to the limitation that (a) such parking spaces shall be used solely for the parking of automobiles and other personal vehicles; (b) no parking space shall be used for repair or storage of any vehicle; (c) no boats or commercial vehicles shall be placed in any parking space other than the garage appurtenant to the unit; (d); the parking space dedicated for use exclusively as an appurtenance to a Unit shall be available to the Unit Owner 24 hours per day, 7 days each week.

All exclusive rights and easements for the use appurtenant to a Unit shall be conveyed only

with the Unit to which such rights are appurtenant and shall not be severable from such Unit. If, for any reason, the Condominium is removed from the provisions of Chapter 183A, the easements described in this paragraph shall terminate.

All maintenance, repair and replacement required to the unit shall be performed by and at the sole and separate expense of a Unit Owner by the terms of this Master Deed or the terms of the Declaration of Trust. All maintenance, repair and replacement required to the unit shall be performed and conducted in accordance with the provisions and restrictions set forth in said instruments and in the rules and regulations promulgated pursuant to the provisions of the Declaration of Trust

6. Common Area and Facilities.

The Common Area and Facilities of the Condominium comprise and will consist of the land, together with and subject to all easements, encumbrances, restrictions and appurtenances in so far as they are in force and applicable, the yards, lawns, driveways, plants, access ways, stairways and walkways on the land as shown on the Site Plan (Subject to the exclusive rights and easements appurtenant to the Units set forth in Section 5 hereof, or as may otherwise be established in accordance with the provisions hereof), which roads, access ways and walkways are private ways for the use of the owners of the Units of the Condominium and their agents, guests and invitees, subject to such rules and regulations as may be adopted from time to time by the Trustees of the Trust.

All conduits, ducts, pipes, equipment and other facilities of every nature and description outside of the Units intended for the furnishing of drainage, electricity, gas, communication, sewage disposal or other utility or similar service which serve or affect the land shown on the Site Plan and the Units built thereon; and

All structures and facilities other than the Buildings containing Units, now or hereafter constructed on the Premises including, but not limited to, the Water Supply System and the Subsurface Disposal System serving the Units and the facilities used in connection therewith.



The Trustees shall have, and are hereby granted, the right of access to each Unit to assess whether the unit complies with the Condominium Constituent Documents after making a reasonable attempt to provide the Owner of such Unit with advance notice thereof. In the event of an emergency the Trustees shall have, and are hereby granted, the right of access to each Unit to render assistance in the resolution of the emergency.

7. Percentage Ownership. The owner of unit \_\_\_\_ shall be entitled to a 50% undivided interest in the Common Areas and Facilities. The owner of unit \_\_\_\_ shall be entitled to a 50% undivided interest in the Common Areas and Facilities. This percentage of ownership will change, if, as and when additional units are added to the Condominium. *(Correct if one is affordable)*

8. The Buildings, Units and Common Areas and Facilities shall be used as follows:

(a) The Units shall be used only for residential purposes including such activities from time to time permitted by the Zoning Bylaws of the Town of Sherborn as accessory to residential purposes. *In addition, the occupancy of each unit shall include one person who is at least fifty-five years of age or older.*

(b) The driveways, access ways and walkways serving the Condominium shall be used for passage so as to provide access to the Buildings, the Common Areas and Facilities.

(c) Any and all common areas and facilities from time to time included in the Condominium shall be used for the private use and enjoyment of the Owners of the Units and their families, guests and lessees.

(d) Notwithstanding the provisions of Sections 9 and 10 of this Master Deed, the Declarant may, until the Declarant has sold all of the Units:

(i) Permit use of any Units which have not been sold by the Declarant

for residential uses, including rentals or a sales and marketing office for the sale of the units within the building.

(ii) Use any Units owned by Declarant as models for display, as offices and/or as storage areas or for any other use it deems to be necessary or desirable in connection with the sale or rental of Units.

(iii) Display and maintain signs in or upon the Building and Common Areas for the purpose of identifying and directing visitors to Declarant's offices and models and advertising the availability of Units for sale or lease; and

(iv) Permit the use of the Common Areas and Facilities by those persons to whom Units have been rented or leased.

9. Restrictions on Use.

The restrictions on the use of the Buildings the Units and the Common Areas and Facilities are as follows:

(a) No Unit shall be used for any purpose other than a two-bedroom residential dwelling purpose including such activities from time to time permitted by the Zoning Bylaws of the Town of Sherborn as accessory to residential purposes. *In addition, the occupancy of each unit shall include one person who is at least fifty-five years of age or older.*

(b) No driveway, access way or other paved area shall be used for parking of automobiles, except in such areas (if any) as may be designated for such purpose by the Trustees. No Unit Owner shall use any such area for the storage, whether temporary or permanent, of any motor vehicle or boat.

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the peaceful possession, comfort, and convenience of the occupants of the Units, the provisions of the Condominium Constituent Documents and any rules and regulation adopted thereunder, and any laws, orders, ordinances or regulations of any governmental body having jurisdiction thereof.

(d) The Owner of any Unit may, at any time and from time to time, change the use and designation of any room or space within such Unit, subject to the provisions of Sections 9 and 10 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit; provided, however that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements to such Unit shall be done expeditiously in a good and workmanlike manner, during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved in advance by the Trustees, which approval shall not be unreasonably withheld or delayed. Any cost incurred by the Trustees in reviewing such plans shall be reimbursed to the Trustees by the Unit owner as a condition precedent to commencing construction.

(e) In order to preserve the architectural integrity of the Buildings without modification, and without limiting the generality thereof, no porch or deck or enclosure thereof, patio, 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 of the Buildings or any knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done and no sign shall be placed upon any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees, which permission may be granted (if at all) upon such terms and conditions, if any, as they, in their reasonable discretion, shall determine. Any such permitted erection, addition, change or replacement, together with the maintenance, repair and replacement thereof, shall be at the sole cost and expense of the Unit Owner.

(f) All use and maintenance by a Unit Owner of his Unit shall be done so as to preserve the exterior appearance and character of the same and of the grounds and

Buildings without modification, except as approved by the Trustees.

(g) Any lease or use and occupancy agreement with respect to a Unit shall be for a term of not less than six (6) months, shall apply to the entire Unit and shall specifically provide that the lease shall be subject in all respects to the provisions of the Condominium Documents and the rules and regulations promulgated pursuant thereto, which documents the tenant of the Unit shall acknowledge as having been received, and that any failure by the tenant to comply with the terms of such documents shall constitute a default under the lease; provided, however, that the restrictions of this Section shall not apply to a first mortgage lender in possession of a Unit following a default by a Unit Owner under his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure;

(h) Each Unit Owner shall be responsible for the enforcement of the Condominium Documents and the rules and regulations adopted thereunder against any tenant in said Unit Owner's Unit. In the event any tenant fails to comply with the terms of any of the Condominium Documents and the rules and regulations adopted thereunder, the Trustees or their authorized agent shall be entitled to send a written notice of any such violations to the Unit Owner and/or the tenant, and the Unit Owner, as landlord, for himself, his successors and assigns, hereby constitutes and appoints the Trustees or their authorized agent as his true and lawful attorney in his name and stead for the purpose of evicting such tenant and/or the enforcement of and non-renewal of such tenant's lease.

(i) Any violation by a tenant of the Condominium Documents and the rules and regulations adopted thereunder shall constitute a violation thereof by the Unit Owner of the Unit occupied by such tenant and said Unit Owner shall be responsible for any and all loss, costs and damages, including reasonable attorneys' fees, in connection with such violation, including costs relating to any eviction proceeding and/or the enforcement or non-renewal of the lease; and to that end, such Unit



Owner shall hold harmless and indemnify the Trustees and their authorized agents from and against any loss, cost, damage and expense, including reasonable attorneys' fees, incurred by them or any one of them as a result of any action taken by them or any one of them in good faith and acting under the authority set forth herein.

(j) No motorized vehicles shall be operated on any of the Condominium premises other than on the paved roadways of the Condominium, and

(k) The limitations on use and restrictions set forth in Sections 9 and 10 hereof shall be for the benefit of the Owners of the Units and the Trustees (as the persons in charge of the Common Areas and Facilities), and shall be enforceable solely by the Trustees, and, insofar as permitted by law, shall be perpetual. To that end, such limitations on use and restrictions may be extended by the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

#### 10. Amendments.

Except as otherwise specifically set forth herein, this Master Deed may be amended by an instrument in writing: (i) signed by (75%) % of the Owners of Units; and (ii) signed and acknowledged by one of the Trustees. An amendment shall become effective when a certificate of amendment signed and acknowledged by the Trustees, reciting the terms of the amendment and that it has been approved in accordance with the terms of this Section, is duly recorded with the Middlesex South Registry of Deeds provided that:

(a) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit contemplated to be altered thereby.

(b) No instrument of amendment affecting any Unit in a manner that impairs the security of a mortgagee of record thereon held by a bank or insurance company

or of a purchase money mortgagee shall be of any force or effect unless the same has been assented to by the holder of such mortgage.

(c) No instrument of amendment that alters the percentage of undivided interest to which any Unit is entitled, shall be of any force or effect unless the Owners of all Units whose percentage of undivided interest is affected have signed it

(d) For so long as Declarant owns any of the Units in the Condominium, no instrument of amendment which reduces the existing number of Units in the Condominium shall be of any force or effect unless Declarant joins in such instrument of amendment that Declarant may choose to do or not do, in his sole and absolute discretion.

(f) For so long as Declarant owns any of the Units in the Condominium, no instrument of amendment which alters the provisions of this Master Deed so as reduce or restrict Declarant's rights there under shall be of any force or effect unless Declarant joins in such instrument of amendment (which Declarant may choose to do or not do, in its sole and absolute discretion).

(g) No instrument of amendment that alters this Master Deed in any manner that would render it contrary to or inconsistent with any requirements or provisions of the Decision of the Sherborn Planning Board shall be of any force or effect;

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

Notwithstanding anything herein contained to the contrary Eligible Mortgage Holders (as hereinafter defined) also shall have the right to join in the decision-making about making certain material amendments as set forth in this section to this Master Deed, the Condominium Trust and the Bylaws set forth therein (the "Condominium Documents"). In the



event that an amendment or addition to the Condominium Documents which will establish, provide for, govern or regulate any of the following listed items is proposed by the Unit Owners, such amendment or addition shall not become effective unless and until approved in writing by Eligible Mortgage Holders representing Units holding at least fifty-one percent (51%) of the aggregate percentage interest in the Common Areas and Facilities of Units subject to mortgages held by the Eligible Mortgage Holders: (a) voting rights; (b) assessments, assessment liens or subordination of such assessment liens; (c) reserves for maintenance, repair and replacement the Common Areas and Facilities; (d) insurance or fidelity bonds; (e) reallocation of interest in the general or limited Common Areas Facilities or rights to their use; (f) responsibility for maintenance repair of the several portions of the Condominium; (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (h) redefinition of any boundaries; (i) convertibility of Units into common areas or of common areas into Units; (j) leasing of Units; (k) imposition of any restriction the right of a Unit Owner to sell, transfer or otherwise convey his Unit; (l) Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders, or insurers or guarantors of first mortgage Units; (m) a decision by the Unit Owners to establish self-management when professional management previously had been required by Condominium Documents; (n) restoration or repair of Condominium after hazard damage or partial condemnation, in a manner other than that specified in the Condominium Documents; (o) any action to terminate the legal status of the Condominium substantial destruction or condemnation occurs.

With respect to any amendment to the Condominium Documents, the consent of any Eligible Mortgage Holder to an amendment shall be assumed if such Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within ninety (90) days after such Eligible Mortgage Holder receives notice of proposal delivered by certified or registered mail, return receipt requested.

A certificate made by the Trustees in accordance with the requirements of the Declaration of Trust and recorded with an amendment to Condominium Documents stating that notice was given to Eligible Mortgage Holder as specified herein and that no response been re-

ceived within sixty days of the date of the Eligible Mortgage Holder's receipt of such notice shall be conclusive evidence of such and may be relied upon by third parties with respect thereto, as provided in the Declaration of Trust.

For the purposes of this Master Deed, the term "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Unit that has filed a request with the Trustees to notify it of any proposed amendment addition to the Condominium Documents which will establish, provide for, govern or regulate any of the items listed in (a) through (o) supra).

11. Trust.

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the SHERBORN VILLAGE CONDOMINIUM TRUST under a Declaration of Trust dated the same date as this Master Deed and recorded herewith. The Trust and its Initial Trustee, HP Sherborn, LLC, a Massachusetts limited Liability Company, has a mailing address of 490-B Boston Post Road, Suite 202, Sudbury, MA 01776. The Trustee has enacted By-Laws which are set forth in the Declaration of Trust pursuant to the provisions of Chapter 183A.

12. Easements.

(a) If any portion of the Common Areas and Facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of a Buildings or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or as a result of repair or restoration of a Buildings or of a Unit after damage by fire or other casualty, or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings shall stand.

(b) For as long as the Declarant owns a unit in the condominium the Declarant expressly reserves to itself and its successors in title (and their nominees) the easement, license, right and privilege to pass and repass, by vehicle and on foot, in, upon over and to the

common areas and facilities of the Condominium for all purposes including, without limitation (i) the transportation of construction materials in order to complete the construction of the Condominium and the units therein and (ii) the sale of units in the Condominium and (iii) for the purpose of satisfying any governmental requirements or (iv) providing cable or other utility service to the Condominium.

13. Corrective Amendment

Notwithstanding anything herein to the contrary, Declarant reserves to itself, its successors and assigns the right, without the consent of any Unit Owner, mortgagee, Trustee or other person or persons, except as provided in Section 10, to amend this Master Deed at any one time or from time to time for so long as Declarant is the owner of one Unit in the Condominium, for the following purposes:

- (a) To comply with the requirements of the Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation for the purchase or sale of mortgages on Units in the Condominium in the secondary mortgage market, so-called, whether such compliance requires additions to, modifications of, or deletions from the terms hereof.
- (b) To cause this Master Deed to comply with the provisions of Chapter 183A, or any other applicable governmental laws, rules, regulations, permits or orders; and to correct clerical or typographical errors herein.

14. Provisions Relating to Mortgagees.

Declarant and the Unit Owners hereby agree as follows:

- (a) That no provision providing for any right of first refusal in case of the sale of a Unit may be adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust
- (b) That any first mortgage lender who obtains title to a Unit by foreclosure or



pursuant to any other remedies provided in its mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee other than those given priority by the provisions of M.G.L. Chapter 183A.

(c) That unless all of the first mortgage lenders holding mortgages on the individual Units in the Condominium have given their prior written approval, neither the Unit Owners nor the Declarant shall be entitled:

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

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;

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

(iv) To use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and Facilities) for

other than the repair replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or Common Areas and Facilities.

(d) That, to the extent permitted by law, all taxes, assessments, and charges that 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.

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

(f) That a first mortgage lender, upon request to the Trustees, will be entitled to:

(i) Written notification from the Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Condominium Documents which is not cured within ninety (90) days.

(ii) Inspect the books, accounts and records of the Trust, which shall include current and up-to-date copies of the Condominium Documents, during normal business hours or at any other reasonable time.

(iii) Receive an audited annual financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust

(iv) Receive written notice of all meetings of the Trust, designate a representative to attend all such meetings, and receive written notice of any proposed action under Section 10G hereof and/or Section 6.4 of the Declaration of Trust; and

(v) Receive prompt notification from the Trustees of any damage by fire

or other casualty to the Unit upon which the lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

(g) That any holder, insurer, or guarantor of any mortgage made by a first mortgage lender, upon written request to the Trustees that includes the holder's, insurer's or guarantor's name and address and the unit number of the Unit which is subject to the mortgage is entitled to timely written notice of:

- (i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;
- (ii) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit which is subject to the mortgage;
- (iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Trustees;
- (iv) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders; and
- (v) That no agreement for professional management of the Condominium or any other contract providing for services of Declarant, developer, or builder may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days' written notice.

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

#### 15. Definitions.

All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A, shall have the same meanings herein unless the context otherwise requires. "Condominium Trust" or "Trust" shall mean the Sherborn Village Con-



dominium Trust, the organization of Unit Owners formed pursuant to Chapter 183A.

- (a) "Declarant" shall mean HP Sherborn, LLC. and its successors and assigns.
- (b) "Registry of Deeds" shall mean the Middlesex South Registry of Deeds.
- (c) "Rules and Regulations" shall mean the Rules and Regulations promulgated pursuant to the Condominium Trust, as amended from time to time.
- (d) "Subsurface Disposal System" shall mean all components of the subsurface disposal system, including the primary and reserve areas of the soil absorption system, the conveyance piping, and the service connections. The soil absorption system includes the distribution pipes, valves and valve boxes, cleanouts, vents, and the force mains. The conveyance system includes all pipes, force mains, valves and valve boxes, and manholes within the driveway and roads located at the Condominium which are associated with the conveyance of effluent from the service connections by the Units through to said system. The service connections include all piping, septic tanks, valves and valve boxes, cleanouts, and, if applicable, pump chambers with pumps, piping, electrical controls and equipment, which connect the Units to said conveyance system.
- (e) "Trustees" or "Board of Trustees" shall mean the Board of Trustees of the Condominium Trust.
- (f) "Unit" shall mean a Condominium Unit as that term is defined in Section 1 of Chapter 183A.
- (g) "Unit Owner" shall have the same meaning provided in Section 1 of Chapter 183A.
- (h) "Water Supply System" shall mean all of the components of the water sup-

ply system including the primary and reserve Water Supply Areas, the conveyance piping, and the service connections. The Water production system includes the distribution pipes, valves and valve boxes, cleanouts, vents, and the appurtenances including pumps, piping, valves and valve boxes, electrical controls and equipment, meters, the equipment shed and its contents, and associated landscaping.

16. Chapter 183A Governs.

If any provision of this Master Deed shall be invalid under or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any provision of the Declaration of Trust, then the following rules of construction shall be used:

- (a) In the event of a conflict between this Master Deed and Chapter 183A, the provisions of Chapter 183A shall control.
- (b) The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed.
- (c) In the event of a conflict between, any numerical voting requirements for action set forth herein and any such requirements set forth in any other provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and
- (d) In the event of any conflict, other than as set forth in Section 15 hereof, and the provisions of Section 10 hereof and any other provision of the Master Deed or the Condominium Trust, the provisions of Section 10 shall prevail.

17. Additional Units:

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings. In order to permit and facilitate such development, the Declarant in its discretion determines to be appropriate or desirable:

- (a) Additions to existing building(s), for the purpose of garaging vehicles;
- (b) Additional roads, driveways, parking spaces and areas, walks and paths;



- (c) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- (d) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities;
- (e) All and any other buildings (including units), structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium; and
- (f) Installation of power generating equipment to serve as emergency "back up" power to those units who desire to purchase such service if available.
- (g) The Declarant may add future phase(s) and the Building(s) and Dwelling(s) therein to the Condominium, not to exceed a total of twelve units, by executing and recording with the Middlesex South Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
  - (h) An amendment to the Master Deed describing the Building(s) being added to the Condominium.
  - (i) An amendment to the Master Deed describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Dwelling(s) being added to the Condominium, as well as describing any variations in the boundaries of such Dwellings from those boundaries set forth in this Master Deed.
  - (j) If the boundaries of the Dwelling(s) being added to the condominium vary from those described in the definition of the Common Areas and Facilities contained in paragraph 5 hereof shall be modified, as necessary, with respect to such Dwelling(s).

(k) An amendment to the Master Deed setting forth the new percentage ownership interests for all Dwellings in the Common Areas and Facilities of the condominium based upon the addition of the new Dwelling(s).

(l) A revised site plan of the Condominium showing the new Building(s) if not already shown on an existing site plan, and floor plan(s) for the new Dwellings being added to the condominium, which floor plan(s) shall comply with the requirements of MGLA Chapter 183A.

It is expressly understood and agreed that no such amendments adding new phases to the condominium shall require the consent or signature in any manner by any Owner, any person claiming, by through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Dwelling or any other party whatsoever; the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Middlesex South Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Dwelling in the Common Areas and Facilities, together with his Dwelling's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the condominium, shall not be reduced, since the value of his Dwelling will represent a same proportion of the estimated aggregate fair value of all Dwellings in the Condominium. In order to compute each Dwelling's said percentage ownership interest after the addition of a new phase, the fair value of the Dwelling measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Dwellings (including the new Dwellings being added to the condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in each amendment to this Master Deed which adds a new phase

to the Condominium.

Every Owner by the acceptance of his deed to his Dwelling hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved rights under this paragraph 21 and expressly agrees to the said alteration of this Dwelling's appurtenant percentage ownership interest in the common Areas and Facilities of the condominium when new phase(s) are added to the condominium by amendment to this Master Deed pursuant to this section 17.

In the event that notwithstanding the provisions of this section 17 to the contrary, it shall ever be determined that the signature of any Owner, other than the Declarant, is required on any amendment to this Master Deed which adds a Dwelling(s), Additional Land and/or new phase(s) to the condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Dwelling in the condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner; whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Dwelling in the condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or Sherborn Village Condominium Trust the Declarant does hereby reserve the right to amend, restate re-affirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and dwellings and the phasing of any of the same into the condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, regulation or the covenant for the protection of mortgagees then in effect.

The Declarant shall continue to have all of the rights and easements reserved to in Section 12(b) hereof until the "Take-over" date as set forth in Article IV of the Sherborn Village Condominium Trust.

Ownership of each building, together with the Unit and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Dwellings as Dwellings of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

18. Waiver.

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

19. Captions.

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

Executed under seal this \_\_\_\_ day of \_\_\_\_\_ 201\_.

HP Sherborn, LLC  
By Its Manager

\_\_\_\_\_  
Vincent J. Gately, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this \_\_\_\_ day of \_\_\_\_\_ 201\_, before me personally appeared Vincent J. Gately, Manager as aforesaid, who is personally known to me, and acknowledged to me that he signed the preceding document on behalf of HP Sherborn, LLC, voluntarily and for its stated purpose.

\_\_\_\_\_  
Gerald s. Cournoyer, Jr.  
Notary Public  
Comm. exp. 4/13/18