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QUITCLAIM DEED

WILLIAM F. REARDON and BETTYE C. REARDON, having an address at 14 Sanford Street, Medway, Massachusetts 02053, in consideration of the sum of \$100,000.00 payable partly in cash, partly in kind, and partly by Grantee's Promissory Note of even date herewith, GRANT to MILLDAM MANAGEMENT CORPORATION, a Massachusetts corporation having an address at 14 Sanford Street, Medway, Massachusetts 02053, with QUITCLAIM COVENANTS, the land, together with buildings and improvements thereon, if any, situated on the Northwesterly side of Lincoln Street in Franklin, Massachusetts, and Sanford Street in Medway, Massachusetts, being a portion the premises shown on a plan prepared by H.S. Partridge, Surveyor, dated March 15, 1881, recorded with the Norfolk Registry of Deeds, Book 530, Page 289, located in Franklin and Medway, Norfolk County, Massachusetts, bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises on the Northwesterly side of Sanford Street at a point on the Northeasterly bank of the Charles River; thence

SOUTH 50° 30' West across the Charles River and along the Northwesterly side of said Lincoln Street, 133 feet, more or less, to land now or formerly of Patrick Phillip; thence

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NORTH 59° 15' West along land formerly of said Phillip,  
129.5 feet to land formerly of John  
Bullard; thence

NORTH 30° 15' East along land formerly of said Bullard,  
108.8 feet to the bank of the  
Charles River; thence

NORTH 47° East across the bank of said River, 144.3  
feet to a stone in the Northeasterly  
bank of said River; thence

SOUTHEASTERLY along the Northeasterly bank of said  
River to the Northwesterly line of  
Sanford Street at the point of  
beginning.

Said premises are conveyed together with all privileges  
and appurtenances including water rights belonging thereto.

For Grantors title reference may be made to a deed from  
John H. Reardon and Caroline W. Reardon, husband and wife,  
dated July, 1969, recorded with the Norfolk Registry of Deeds  
in Volume 4610, Page 305.

IN WITNESS WHEREOF, the undersigned have caused these  
presents to be signed, acknowledged, and delivered as a  
sealed instrument this 8<sup>th</sup> day of DECEMBER, 1988.

Address of Parties:  
14 Sanford St, Medway,  
MA

William F. Reardon  
William F. Reardon

Betty C. Reardon  
Betty C. Reardon

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12/09/88 9 1988

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The Commonwealth of Massachusetts

Norfolk , ss *December 24th* , 1988

Then personally appeared before me the above-named  
William F. Reardon and Bettye C. Reardon, the individuals  
described in and who executed the foregoing instrument, who  
being duly sworn by me did say that they signed the within  
instrument as their free act and deed.

*Bruce S. [Signature]*  
Notary Public

My Commission Expires: *May 24th, 1993*

Affix Notarial Seal:



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Milldam Management Corporation, a Massachusetts corporation having a principal place of business at 14 Sanford Street, Medway, Norfolk County, Massachusetts

of

County, Massachusetts,

being ~~conveyed~~, for consideration paid \$ One Dollar (\$1.00)

grant to Fourteen Sanford Street Corporation, a Massachusetts corporation having a principal place of business at 14 Sanford Street, Medway, Norfolk County, Massachusetts

with quitclaim covenants

~~the land in~~

NOTED  
BOOK 8395, 2  
PAGE 65  
BARRY T. HARRIS, REG. D.

~~DEEDS OF THE COUNTY OF NORFOLK~~

A certain parcel of land beginning at a point in the northerly line of Sanford Street said point being 18 feet more or less northeasterly from the Medway-Franklin town line and 93.00 feet northeasterly along the northerly line of Lincoln Street in Franklin and Sanford Street in Medway from a drill hole in a granite bound, and running:

N 33-11-57 W	35.52 feet to a southeasterly corner of an existing brick building owned by Fourteen Sanford Street Corp., thence
N 50-31-35 W	40.68 feet to a brick corner, thence;
N 39-28-25 E	11.67 feet to a brick corner, thence;
N 50-31-35 W	19.38 feet to a brick corner, thence;
N 39-28-25 E	9.97 feet to a brick corner, thence;
	The last 4 courses being along the southerly face of said building, thence;
N 50-33-06 W	Partially along the southerly face of said building, 68.93 feet to a point at land of Fourteen Sanford Street Corp., thence;
N 35-18-30 E	By said land of Fourteen Sanford Street Corp., 36.73 to a brick corner of a westerly face of said building, thence;
S 28-03-23 E	Partially through said building, 179.15 to the point of beginning.

The above described parcel contains 2274 square feet and is delineated as Parcel 3 on a plan entitled "Plan of Land in Medway, Massachusetts & Franklin, Massachusetts" dated July 18, 1989 AND RECORDED HERewith.

For title see deed of *N. F. REARDEN et al. TO MILLDAM MANAGEMENT CORPORATION* dated *December 8, 1988* and recorded with the Norfolk County Registry of Deeds in Book *8181* Page *65*.

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REFER TO PLAN NO. 74/8-1989 PL. BOOK 384

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IN WITNESS WHEREOF, the said Milldam Management Corporation has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Philip J. Boczanowski, its President and Treasurer hereto duly authorized.

3

Witness my hand and seal this 8th day of August 19 89

*Philip J. Boczanowski, sec.*  
Philip J. Boczanowski, President

*Philip J. Boczanowski, tre.*  
Philip J. Boczanowski, Treasurer

The Commonwealth of Massachusetts

Suffolk, SS.

August 8, 19 89

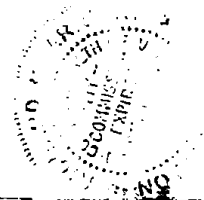
Then personally appeared the above named Philip J. Boczanowski, President and Treasurer of Milldam Corporation, who being duly sworn by me did say that he is the President and Treasurer of said corporation and that he signed the within instrument on behalf of said corporation by order of the Board of Directors of said corporation and acknowledged the foregoing instrument to be his free act and deed

before me

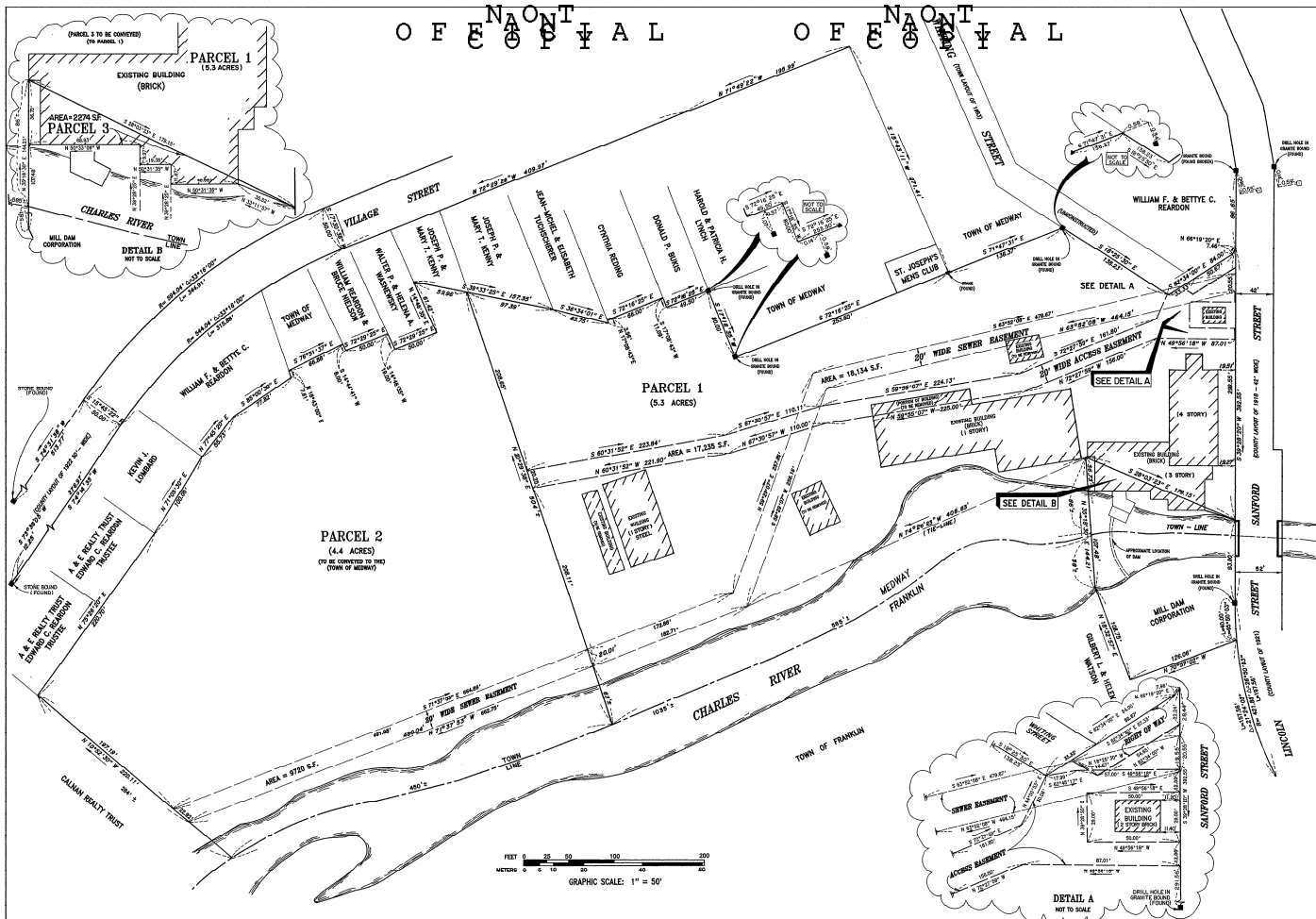
Richard C. Arrighi

*Richard C. Arrighi*  
Notary Public — Justice of the Peace

My Commission expires Sept. 5, 1991



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## Register

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NO.	DATE	REFERENCE
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REFERENCE:

PLAN ENTITLED "PLAN OF LAND IN MEDWAY AND FRANKLIN, MA  
PREPARED FOR: WILLIAM F. & BETTYE C. REARDON (SCALE) 1" = 50'  
DECEMBER 5, 1988" BY: EAST COAST ENGINEERING INC.  
THREE CHURCH STREET MEDWAY, MA  
FILED IN NORFOLK REGISTRY OF DEEDS DEDHAM, MASS  
FILED AS NO.1342 PLAN BOOK 375

REFERENCE:  
VARIANCE/SPECIAL PERMIT GRANTED BY THE TOWN OF  
MIDDLETOWN ZONING BOARD OF APPEALS DATED  
FEBRUARY 22, 1989, CERTIFIED BY THE TOWN CLERK  
ON MARCH 30, 1989 AND REGISTERED AT THE NORFOLK  
COUNTY REGISTRY OF DEEDS AS INSTRUMENT #31622.

Plan of land in  
MEDWAY, MASSACHUSETTS  
& FRANKLIN, MASSACHUSETTS

SHEET NO.	SCALE: 1" = 50'	PROJECT NO.
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1	1 OF 1	Y457
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JAMES M. DUNN, REGISTERED PROFESSIONAL LAND SURVEYOR, #2787

MIDWAY, WA 02055

**Dunn** engineering co., inc.

PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS  
ONE RIVER ROAD, P.O. BOX 306  
LUXBRIDGE, MASSACHUSETTS 01561 (508) 278-7220

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[THIS INSTRUMENT NOT VALID UNLESS RECORDED WITHIN 60 DAYS OF THE DATE OF TAKING]  
STATE TAX—FORM 301 INSTRUMENT OF TAKING

THE COMMONWEALTH OF MASSACHUSETTS

83181

TOWN OF FRANKLIN  
NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

I, DONNA P. BRUNELLI, Collector of Taxes for  
the ~~City~~ of FRANKLIN, pursuant and subject to the provisions  
of General Laws, Chapter 60, Sections 53 and 54, hereby take for said ~~City~~<sup>Town</sup> the following  
described land:

DESCRIPTION OF LAND

(The description must be sufficiently accurate to identify the premises and must agree with the action of taking. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

A parcel of land with buildings on Lincoln Street recorded in the Norfolk  
County Registry of Deeds Book 8181 Page 65 and as shown on the Assessors  
Map 145 Parcel 011.

RECORDED  
NORFOLK COUNTY REGISTRY OF DEEDS  
BOOK 8181 PAGE 65  
ATTEST  
*[Signature]*  
BARRY T. HANCOCK, REGISTER

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60  
assessed thereon to Milldam Management Corporation

for the year 19<sup>91-92</sup>, which were not paid within fourteen days after demand therefor made upon  
Same June 18, 91  
on July 17, 19<sup>92</sup>, and now  
remain unpaid together with interest and incidental expenses and costs to the date of taking in the  
amounts hereinafter specified, after notice of intention to take said land given as required by law.

19 <sup>91-92</sup> TAXES REMAINING UNPAID	\$ 1,323.87
INTEREST TO THE DATE OF TAKING	305.62
INCIDENTAL EXPENSES AND COSTS TO THE DAY OF TAKING	50.78
SUM FOR WHICH LAND IS TAKEN	\$ 1,680.27

WITNESS my hand and seal this Twenty-Third day of June, 19 93

*[Signature: Donna P. Brunelli]*  
Collector of Taxes for the ~~City~~<sup>Town</sup> of Franklin

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

June 23, 19 93

Then personally appeared the above named Donna P. Brunelli  
and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes,

My commission expires May 03, 19 96 before me, *[Signature]*  
Notary Public - MASSACHUSETTS

at 19 o'clock and minutes M.

Received and entered with Registry of Deeds,  
Book Page Document No. Certificate of Title No.

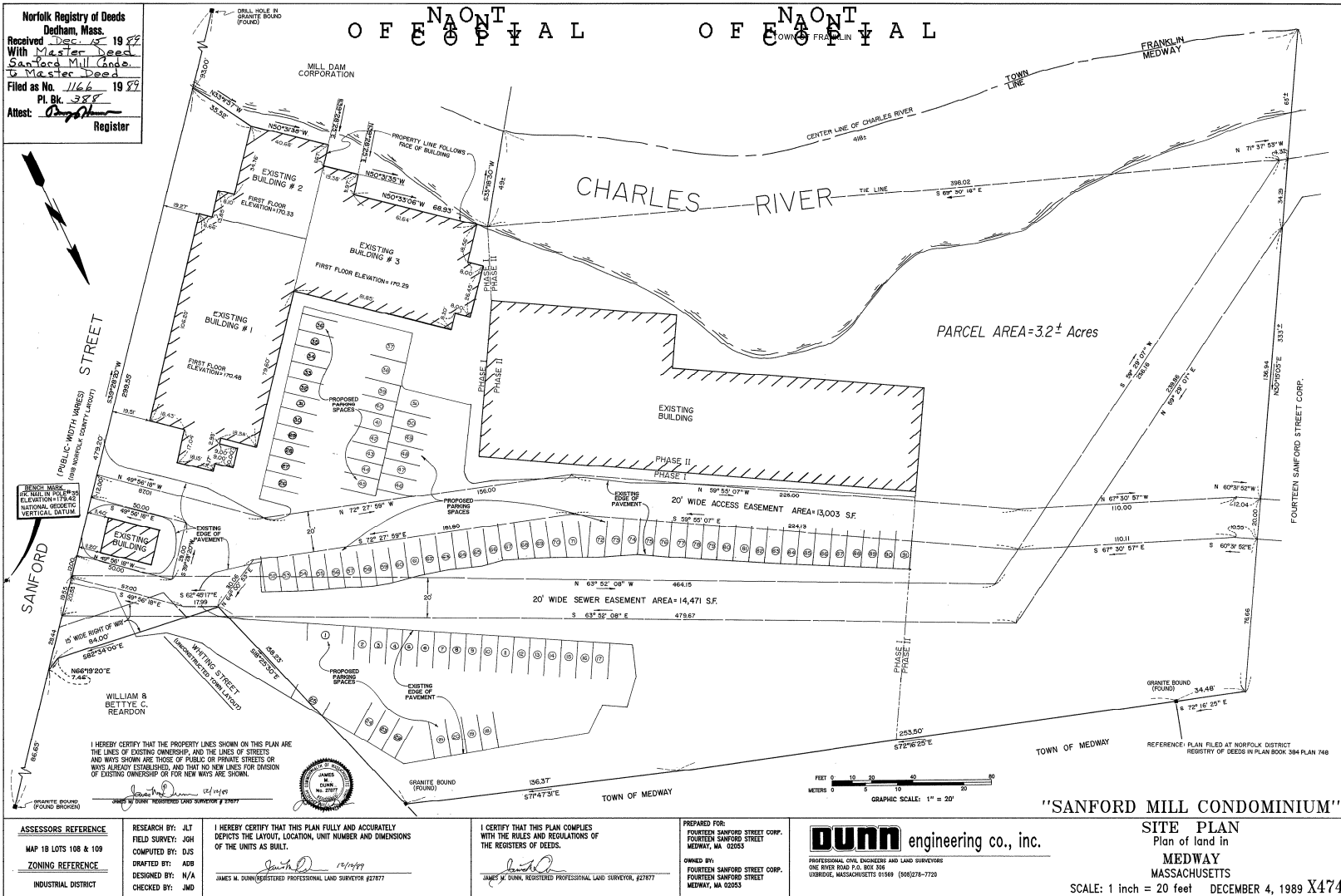
Attest:

Register

THIS FORM APPROVED BY THE DEPARTMENT OF REVENUE

FORM 113A 40005 & WARREN, INC., PUBLISHERS

RECEIVED RECORDED  
NORFOLK COUNTY



"SANFORD MILL CONDOMINIUM"

**SITE PLAN**  
Plan of land in  
**MEDWAY**  
**MASSACHUSETTS**

SCALE: 1 inch = 20 feet      DECEMBER 4, 1989 X474



## Norfolk Registry of Deeds

**Dedham, Mass.**

Received Dec. 15 1989  
With \_\_\_\_\_

Filed as No. 1168 19 89  
Pl. Bk. 388

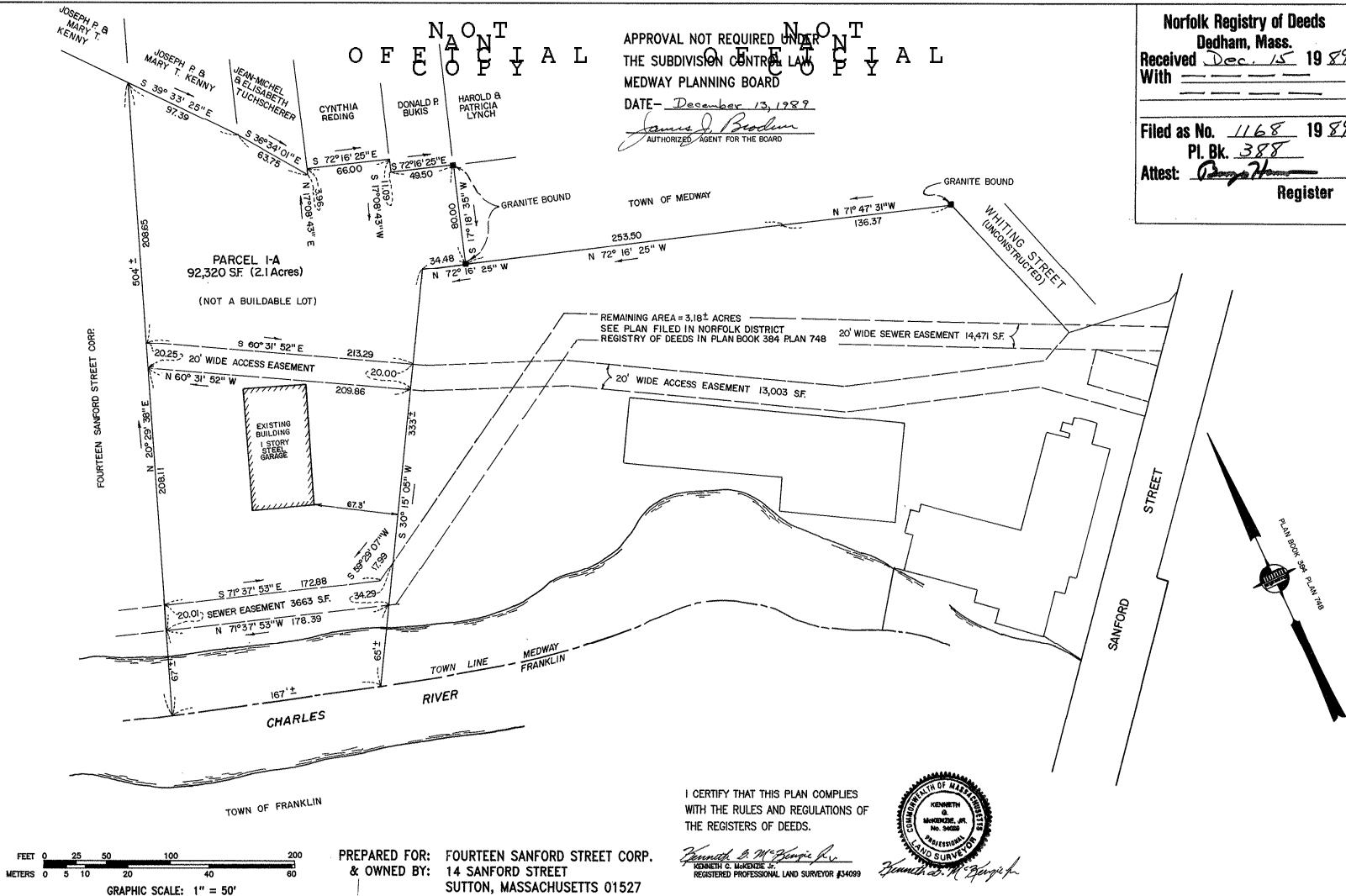
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APPROVAL NOT REQUIRED UNDER  
THE SUBDIVISION CONTROL LAW  
MEDWAY PLANNING BOARD

DATE- December 13, 1989

James J. Braden  
AUTHORIZED AGENT FOR THE BOARD



I CERTIFY THAT THIS PLAN COMPLIES  
WITH THE RULES AND REGULATIONS OF  
THE REGISTERS OF DEEDS.



*Kenneth G. McKenzie Jr.*  
KENNETH G. MCKENZIE JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR #3409

PREPARED FOR: FOURTEEN SANFORD STREET CORP.  
& OWNED BY: 14 SANFORD STREET  
SUTTON, MASSACHUSETTS 01527

### ASSESSORS REFERENCE

MAP 1B LOT 108-109

### ZONING REFERENCE

**INDUSTRIAL DISTRICT**

RESEARCH BY: JLT  
FIELD SURVEY: JGH  
COMPUTED BY: DJS  
DRAFTED BY: DJS  
CHECKED BY: KGM

**Dunn** engineering co., inc.

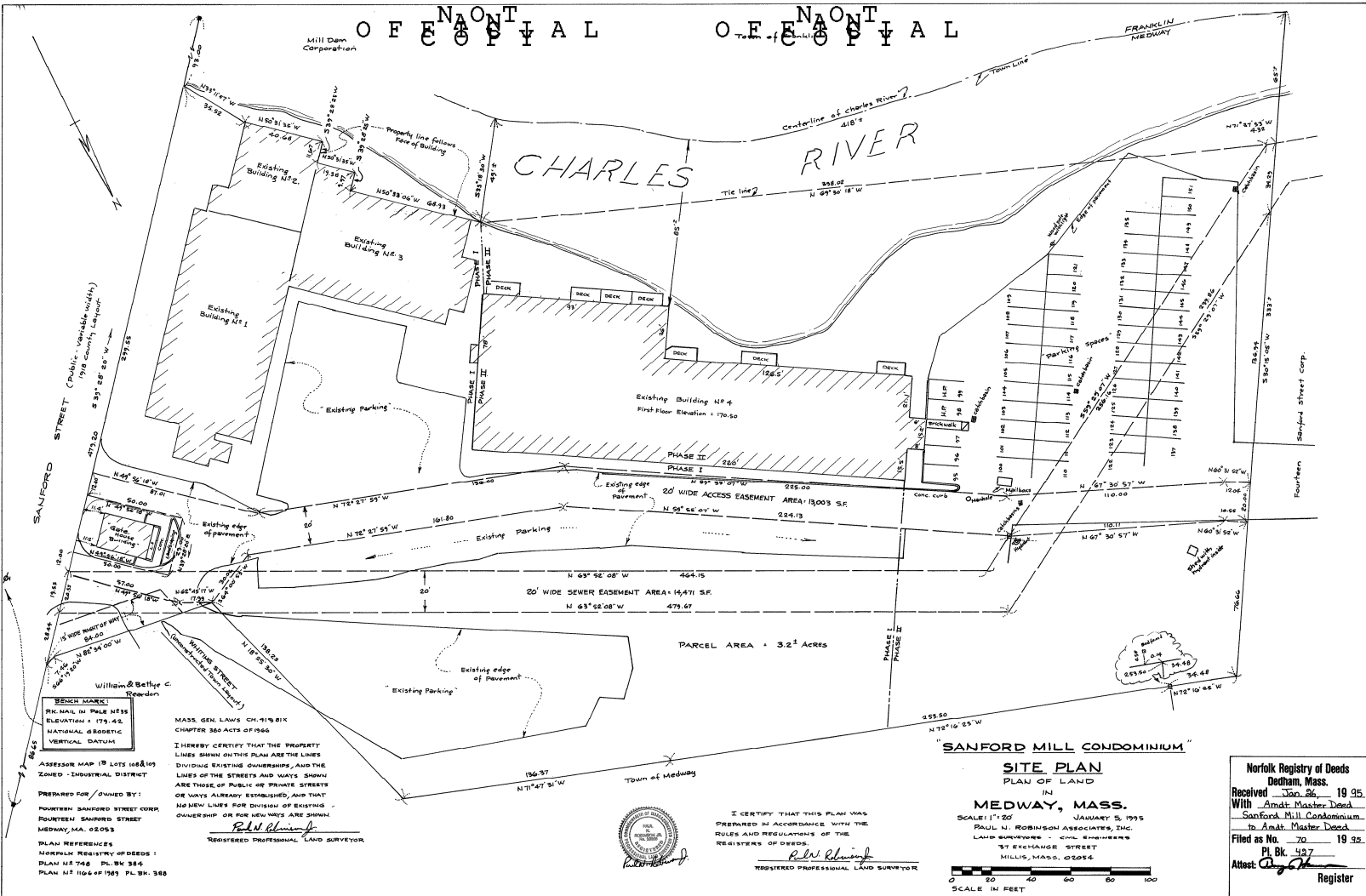
PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS  
ONE RIVER ROAD, P.O. BOX 306, UXBRIDGE, MA 01569 278-7720

Plan of Land in  
**MEDWAY**  
MASSACHUSETTS

SCALE: 1 inch = 50 feet December 7, 1989

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**BENCH MARK**  
P.C. MAIL IN TOWER #35  
ELEVATION = 179.42  
NATIONAL GEODETIC  
VERTICAL DATUM

MASS. GEN. LAWS CH. 91A, §16  
CHAPTER 360 ACTS OF 1966

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

*Paul N. Robinson*  
REGISTERED PROFESSIONAL LAND SURVEYOR

PREPARED FOR / SHOWN BY:  
FOURTEEN SANFORD STREET CORP.  
FOURTEEN SANFORD STREET  
MEDWAY, MA. 02053

PLAN REFERENCES  
NORFOLK REGISTRY DEEDS:  
PLAN 15740 PL. BK. 384  
PLAN 17106 OF 1985 PL. BK. 385



I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

*Paul N. Robinson*  
REGISTERED PROFESSIONAL LAND SURVEYOR

**SANFORD MILL CONDOMINIUM**  
**SITE PLAN**  
PLAN OF LAND  
IN  
**MEDWAY, MASS.**  
SCALE: 1" = 20'  
JANUARY 5, 1995  
PAUL N. ROBINSON ASSOCIATES, INC.  
LAND SURVEYORS  
37 EXCHANGE STREET  
MILLIS, MASS. 02054

0 20 40 60 80 100  
SCALE IN FEET

Norfolk Registry of Deeds  
Dorham, Mass.  
Received Jan. 26, 1995  
With Amtd. Master Deed  
Sanford Mill Condominium  
to Amtd. Master Deed  
Filed as No. 70 19 95  
Pl. Bk. 427  
Attest: *[Signature]*  
Register

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RECORDED  
NORFOLK COUNTY, MASSACHUSETTS  
BOOK 8512 PAGE 268  
ATTEST  
*[Signature]*

MASTER DEED

OF

SANFORD MILL CONDOMINIUM

The undersigned, Fourteen Sanford Street Corporation, a Massachusetts corporation with an address at 14 Sanford Street, Medway, Massachusetts 02053 (hereinafter with its successors and assigns called the "Declarant"), being the sole owner of the land known as and numbered Sanford Mill, 14 Sanford Street, Medway, Norfolk County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Condominium Phasing. The Condominium may be developed as a phased Condominium, the first phase of which shall include three buildings containing a total of forty-six (46) condominium units ("Phase I"), and the second phase of which shall, if developed, include at least one building ("Building 4"), and may include additional buildings, containing additional condominium units, additions to existing Units or any combination thereof ("Phase II"). Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said paragraph 16 already granted) or signature of any unit owner, any person claiming by, through or under any Unit owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party, so as to add an additional phase to the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said rights to add an additional phase.

2. Name. The name of the Condominium shall be:

SANFORD MILL CONDOMINIUM

3. The Unit Owners' Organization. The organization through which the unit owners will manage and regulate the Condominium established hereby is the Sanford Mill Condominium Trust (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each

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Unit owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder and such owner's voting rights shall be proportionate to such ownership. The names and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") are as follows:

Fourteen Sanford Street Corporation  
14 Sanford Street  
Medway, MA 02053

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 193A.

4. Description of the Land. The land (hereinafter the "Land") upon which the building and improvements are situated is more fully described in said Exhibit A attached hereto and made part hereof, and is presently known as and numbered Sanford Mill, 14 Sanford Street, Medway, Massachusetts.

5. Description of the Buildings. The buildings (hereinafter the "Buildings") on the Land are shown on the site and floor plans referred to in paragraph 6(a) below (the "Plans") and are described in Exhibit B attached hereto and hereby made a part hereof, as said Exhibit B may hereafter be amended as an additional phase is added to the Condominium pursuant to paragraph 16 hereof.

6. Designation of the Units and Their Boundaries.

- (a) Phase I of the Condominium has a total of forty-six (46) dwelling units (said forty-six units, together with additional units subsequently added to the Condominium pursuant to paragraph 16 hereof as part of a future phase, are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto. The dwelling Units are shown on the certified floor plans of the Condominium recorded herewith. A site plan showing the Land and Buildings is also recorded herewith.
- (b) The said floor plans show the layout, locations, unit numbers and dimensions of the Units as built,

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indicate that the Buildings have the name of "Sanford Mill" and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of Chapter 183A.

- (c) If and when the Declarant adds an additional phase to the Condominium pursuant to its reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the additional Units or other elements being thereby added to the Condominium and shall amend Exhibit C attached hereto to describe the Units or other elements being thereby added to the Condominium.
- (d) The boundaries of each of the dwelling Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Floors: The plane of the upper surface of the subflooring; or if there be no subflooring, the plane of the upper surface of the floor joists, and the sides of any opening therein between the portions of any Unit;
  - (ii) Ceilings: The plane of the lower surface of the ceiling joists and the sides of any opening therein between the portions of any Unit;
  - (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the furring strips facing the Unit or, if there be no furring strips, the plane of the exterior surface of the plaster; as to doors, the exterior surface thereof including the jambs, hardware and threshold, but excluding the exterior molding; and as to windows, the exterior surface of the glass and sash.

All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, by the Unit owner thereof; but any such replacement shall be consistent with the exterior of the Buildings, and of the same materials and

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construction, and approved by the Trustees in accordance with Section 5.9 of the Condominium Trust.

- (e) Except as specifically provided otherwise herein, each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, the furring strips between Units lying inside of the inner surface of the wallboard facing such strips, roofs, building entrances, lobbies and entry foyers and hallways, elevators, elevator shafts, interior staircases, basement, including meter rooms, hallways, storage rooms, lawns, plantings, landscaping, walks, and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.
- (f) Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as defined in paragraph 7 below.
- (g) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities as defined in Paragraph 7 hereof which serve it, but which are located in another Unit or Units.
- (h) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 7 below, in common with the other Units in the Condominium.
- (i) Each Unit shall have as appurtenant thereto a right of ingress and egress to such Unit, which right shall be perpetual.
- (j) Units 1, 2, 5 and 14 shall have as appurtenant thereto, the exclusive right and easement to use

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the following designated areas accessible from such Units, and the obligation to maintain, repair, and replace said areas, in accordance with paragraph 6 hereof, subject to any design regulations promulgated by the Trustees:

- (i) Unit 1 shall have the exclusive right and easement to use the rear patio directly adjacent to Unit 1 on the ground floor.
- (ii) Unit 2 shall have the exclusive right and easement to use the rear patio directly adjacent to Unit 2 on the ground floor.
- (iii) Unit 5 shall have the exclusive right and easement to use the spa directly adjacent and accessible to Unit 5.
- (iv) Unit 14 shall have the exclusive right and easement to use the rear patio directly adjacent to Unit 14 on the ground floor.
- (k) (i) As shown on the site plan recorded herewith, the Condominium includes a paved area for the parking of vehicles (the "Parking Area"), which is striped and numbered to delineate parking spaces ("Parking Spaces"). Additional Parking Area and Parking Spaces may be developed as part of the Phase II development. Each Unit of Phase I shall have as appurtenant thereto the exclusive right and easement to use the two Parking Spaces specified in the Unit Deed to such Units. Parking Spaces may not be used for any purpose except the parking of vehicles and may only be occupied by private non-commercial passenger vehicles, which is defined as including automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pick-up type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Parking Spaces shall not be used for storage or repairs. No walls shall

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be built around Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be parked in Parking Spaces.

- (ii) Each Unit owner may freely convey or lease his easement to his Parking Spaces, provided, however, that such conveyance or lease shall be made only to another Unit owner of the Condominium, which may include the purchaser of the fee interest of the Unit owner's unit; provided, however, that an easement to a Parking Space must always be owned by a Unit owner;
- (iii) Notwithstanding the grant of an exclusive right and easement to use two Parking Spaces under this Section 6(k), as described in Section 7, all of the Parking Area including drives, curbing, walkways and spaces shall constitute Common Areas and Facilities and maintenance and repair expenses for the Parking Area shall be provided under this Master Deed as with the expenses of maintenance and repair for all Common Areas and Facilities.
- (iv) The Declarant reserves the right to designate Parking Spaces for use by construction and contractor personnel, sales personnel and visitors, and to use, rent, license or lease Parking Spaces until construction of the Condominium is completed and the last Unit sold and conveyed.
- (v) The Phase II Unit owners' rights and easements to Parking Spaces, if any, shall be described in the amendment(s) to this Master Deed adding such Phase II.

7. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Buildings and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights,



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easements, restrictions and agreements of record, insofar as the same may be in force and applicable, and subject to Declarant's right to develop Phase II.

- (b) Except Building 4 and adjacent land areas reserved for development of Phase II, the foundations, structural columns, girders, beams, supports, perimeter walls, the furring strips between Units lying inside of the inner surface of the wallboard facing such strips, roofs, floors in the common areas, building entrances, lobbies and entry foyers, elevators and elevator shafts and equipment, basement, meter rooms, interior staircases, hallways, and mechanical rooms, lawns, plantings, landscaping and walks, patios and decks, subject to the terms of paragraph 6(j) above.
- (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units or the Common Areas and Facilities, whether alone or in common with such Unit, together with an easement of access thereto for maintenance, repair and replacement.
- (d) In general, any and all apparatus, equipment, alarms and installations existing for common use, including but not limited to, heating, hot water and air conditioning apparatus and equipment serving more than one Unit.
- (e) All paved areas including the Parking Area consisting of Parking Spaces subject to the exclusive right and easement to use such Parking Spaces granted to Phase I Unit owners in accordance with Section 6(k), and subject to Declarant's right to create Phase II and assign exclusive easements for Parking Spaces to owners of units in Phase II.
- (f) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

There is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit owners.

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8. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto as said Exhibit C may hereafter be amended so as to Phase II to the Condominium pursuant to paragraph 16 hereof.

9. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Unit shall be used only for residential purposes. Subject to the Zoning By-Law of the Town of Medway, a home office shall be permissible, provided that no business activity which would result in visits from customers, clients or business associates shall be conducted in any Unit and no employees or independent contractors shall at any time work in such Unit, nor shall there be any sign, nameplate or other advertising therefor.
- (b) No Unit may be occupied by more persons than allowed under the then current Medway Zoning By-Law for similar dwelling units.
- (c) 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, no deck or patio or terrace enclosure, awning, marquee, 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 Unit or part thereof, or to any Building; and no painting, decorating or other feature shall be attached to or exhibited through a window of any Building, household draperies (which must be backed by a neutral color), window shades or blinds excluded, and no painting or other decorating shall be done on any exterior part or surface of any Building, or of any Unit, unless the same shall have been previously approved in writing by the Condominium Trustees.

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- (d) The Owners of any Unit may at any time and from time to time modify, remove and install non-bearing walls or ceilings lying wholly within such Unit, provided, however, that any and all work with respect to the modification, removal and installation of interior non-bearing walls or other improvements shall be done expeditiously in a good and workman-like manner, during normal working hours, without undue disturbance to other Unit owners, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and By-Laws, which approval shall not be unreasonably withheld or delayed.
- (e) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units. Unit owners shall not cause, nor shall they suffer, obstruction of Common Areas and Facilities, except as the Trustees may in specific instances expressly permit. In furtherance of the intent of this subparagraph each Unit owner shall cover one hundred (100%) percent of the floor area of his or her Unit (excluding kitchens and baths) with a carpet, rug or similar material in such cases where such floor area is directly above another Unit.
- (f) No Unit owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit owner concerned.
- (g) Only original purchasers of Units from the Declarant that keep a normal household pet at the time of closing shall be permitted to keep such pet in the Condominium. The original purchasers of Units from the Declarant shall not be allowed to keep any additional pets in the Condominium and no pets whatsoever shall be permitted by any other

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Unit owners. The Trustees may insist upon any Unit owner not keeping a pet which the Trustees, in their sole judgment, determine interferes with the rights of other Unit owners. All pets shall be subject to provisions therefor in the Rules and Regulations and registered with the Trust. Notwithstanding, this subparagraph, Unit owners may keep tropical fish and similar, non-offensive animals in a tank or aquarium in the Unit owners Unit.

- (h) The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 10:00 p.m. and sounds of any kind shall, at all times, be kept at a level which will not annoy the occupants of neighboring Units.
- (i) No Unit owner shall hang laundry, rugs, drapes and the like out of a Unit, from any window, patio or porch or upon any common area.
- (j) Unit owners may not rent any Unit for transient purposes, which is defined as a period of less than 30 days.
- (k) The Trustees may charge to a Unit owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit owner, by misuse of those systems.
- (l) No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, 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 shall make or permit any substantially disturbing noises by himself, his family, servants, employees, agents, visitors, licensees and pets, nor do or permit anything by such persons or pets that will interfere with the rights, comforts or convenience of other Unit owners.
- (m) All radio, television, or other electrical equipment of any kind or nature installed by Unit owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the fire insurance underwriters, or similar

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board, 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.

- (n) No Unit owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements or the Buildings any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance except such lighting, cleaning and other fluids, materials, chemicals, and substances as are customarily incidental to residential use.
- (o) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust the By-Laws, or the Rules and Regulations promulgated pursuant thereto.
- (p) All leases or rental agreements for Units shall be in writing, shall be subject to the approval of the Trustees, which approval shall not be unreasonably withheld, and shall be specifically made subject to the Master Deed, Condominium Trust, By-Laws and Rules and Regulations promulgated pursuant thereto. No Unit may be leased or rented for a period of less than six months. Any Unit owner who leases his Unit hereby appoints the Trustees as his attorney-in-fact for the purpose of enforcing this Master Deed and the Trust and to seek the eviction of any lessee for a violation of any term contained in said documents, or the lease for such Unit; provided, however, the Trustees shall give the Unit owner ten (10) days' written notice before exercising this power of attorney, in case of emergency.
- (q) No Unit may be partitioned or subdivided, nor combined with any other Unit.

Said restrictions shall be for the benefit of each of the Unit owners and the Condominium Trustees, and shall be enforceable by each Unit owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this paragraph 9, except such as occur

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during his or her ownership of a Unit. There is no right of first refusal or other restriction upon the right of a Unit owner to sell, transfer or otherwise convey his or her Unit.

10. Reserved Rights.

(a) Notwithstanding any provision of this Master Deed or the Condominium Trust to the contrary, in the event that there are unsold Units, the Declarant and its successors and assigns shall have the same rights, as the Owner of such unsold Units, as any other Unit owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the right for so long as they own such an unsold Unit to:

- (i) lease and license the use of any unsold Unit, subject to the terms of paragraph 9;
  - (ii) to use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units;
  - (iii) to use any Unit owned by the Declarant as an office for the Declarant's use in connection with the Condominium; and
  - (iv) to perform any work and transact any other business on the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit.
- (b) The Condominium Trustees, acting together, shall have the right of access to each Unit:
- (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein;
  - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.

11. Easement for Encroachment. If any portion of the Common Areas and Facilities now 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 (a) settling of any Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of any Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as each Building stands.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. Each Unit owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendments. Except for amendments which may be required to comply with provisions of FNMA or FHLMC (as defined in Paragraph 14 hereof), and except for amendment by Declarant to create Phase II, this Master Deed may be amended by an instrument in writing (A) after all Unit owners have received notice thereof, signed by the owners of Units at the time holding at least seventy-five percent (75%) of the total voting power of the Unit owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by owners of Units at the time holding at least seventy-five percent (75%) of said total voting power of the Unit owners, and (B) duly recorded with the Norfolk County Registry of Deeds ("Registry"), provided, that:

(a) The date on which any instrument of amendment is first signed by a Unit owner shall be indicated as the date of the amendment, and no amendment shall be of any force

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or effect unless recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the owner of the Unit so altered. Further, no instrument of amendment which alters the layout of the Parking Area or substantially affects the use and enjoyment of the Parking Spaces shall be effective unless the same has been approved in writing by seventy-five percent (75%) of the Unit owners except that the Declarant has the right to so alter the Parking Area as part of development of Phase II of the Condominium as provided for herein.

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the owners of all the Units whose percentages of the undivided interest are affected.

(d) 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 Chapter 183A shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to complete the development as set forth in Paragraph 16 hereof shall be of any force or effect unless assented to in writing by the Declarant, and such assent recorded with such amendment at the Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in the preceding subparagraph (e) and this subparagraph (f) shall terminate upon the completion of construction of Phase II and conveyance by the Declarant to a third party purchaser (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in the definition of "Declarant" in this Master Deed) of the last unsold Unit of the condominium, or the expiration of a period of seven (7) years from date of recording of the Master Deed, whichever sooner occurs.

(g) No instrument of amendment which purports to amend or otherwise affect subparagraphs (e), (f), (g) and (i) of



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this Paragraph 13 shall be of any force and effect unless signed by Declarant.

(h) Where required under the provisions of Paragraph 14 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

(i) Notwithstanding the foregoing, Declarant may amend this Master Deed without consent of any Unit owner if such amendment is required to comply with the provisions of FNMA or FHLMC (as defined in Paragraph 14 hereof), or if such amendment is advisable in the sole discretion of Declarant to conform the FNMA or FHLMC provisions of this Master Deed to any future reductions or other changes in FNMA or FHLMC requirements, or to correct clerical and typographical errors, or to comply with the provisions of Chapter 183A.

Every Unit owner by the acceptance of the deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assignees and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) to the exercise of Declarant's reserved rights under this Paragraph 13(i).

In the event that, notwithstanding the provisions of this Paragraph 14(i) to the contrary, it shall ever be determined that the signature of any Unit owner other than the Declarant is required on any amendment to this Master Deed pursuant to this Paragraph 14(i), then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner, and for this purpose, each Unit owner, by the acceptance of the deed to his Unit, 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 Unit 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.

(j) Every Unit owner by the acceptance of the deed to his Unit 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) to the exercise of the Condominium Trustee's rights under this Paragraph 14(j).

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In the event that, notwithstanding the provisions of this Paragraph 14(j) to the contrary, it shall ever be determined that the signature of any Unit owner in addition to signatures of the Condominium Trustees is required on any amendment to this Master Deed pursuant to this Paragraph 14(j), then the said Condominium Trustees shall be empowered, as attorneys-in-fact for the owner of each Unit in the condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner, and for this purpose, each Unit owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the duly appointed Condominium Trustees as his attorneys-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 Unit 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.

Each instrument of amendment executed and recorded in accordance with the requirements of this Paragraph 14 shall be conclusive evidence of the existence of all facts recited 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.

14. Provisions For the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall provide that:
  - (i) the right to purchase is exercisable only as a means of insuring owner-occupancy of the Unit that is being sold, or for some other valid purpose that serves the best

interests of the Condominium Trust and its beneficiaries;

- (ii) the right to purchase and the manner in which the Condominium Trust exercises it comply with applicable law; and
- (iii) the right to purchase may be exercised only if the Condominium Trust gives the Unit Owner written notice of its intent to exercise the option within thirty (30) days after it received the Unit owner's notice of the proposed sale and then only if the Condominium Trust (or its nominee) has the ability to exercise due diligence in completing the purchase of the Unit promptly and properly;

and shall not impair the rights of a First Mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit owners and incorporated in this Master Deed or the Condominium Trust.
  - (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
  - (d) Except as provided by Chapter 183A (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the common Areas and Facilities of the Condominium, the Unit Owners

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and the Condominium Trustees shall not be entitled to take the following actions unless at least sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

- (i) By any act or omission, seek to abandon or terminate the Condominium; or
  - (ii) 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; or
  - (iii) Partition or subdivide any Unit; or
  - (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.5 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, 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.

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- (f) In no event shall any provision of this Master Deed or the Condominium 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 a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
  - (i) 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 held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
  - (ii) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
  - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
  - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 14.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:

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- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
- (iv) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 75 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

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- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (k) The Trustees shall make available to the Unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
  - (i) The consent of owners of Units to which at least 75 percent of the votes in the

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Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 75 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

- (ii) The consent of the owners of Units to which at least 75 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

Voting rights;

Assessments, assessment liens or the priority of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities;

Responsibility for maintenance and repairs;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Redefinition of any Unit boundaries;

Convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units;

Insurance or Fidelity Bonds;

Leasing of Units;



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Imposition of any restrictions on the right of a Unit owner to sell or transfer his or her Unit;

Decision by the Condominium Trust to establish self-management when professional management had previously been required by an Eligible Mortgage Holder or otherwise;

Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Master Deed or the Condominium Trust;

Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Norfolk County Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this Paragraph 14 shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 14 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such

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instrument is duly recorded with the Registry of Deeds in accordance with the requirements of Paragraph 13 hereof.

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

16. Declarant's Reserved Rights to Construct and Add Future Phase. The Condominium is planned to be developed as a phased Condominium, Phase I to include forty-six (46) Units and Phase II may include a maximum of approximately twenty-nine (29) Units and/or other elements through the renovation of Building 4 or through other improvements. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall also have the right and easement to construct, erect, renovate and install on the Land described in Exhibit A:
  - (i) Additional Units in the building indicated on the Plans as "Building 4";
  - (ii) New or additional fences, decorative barriers or enclosures, and other structures of every character;
  - (iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
  - (iv) Any and all other buildings, structures, paving, improvements and installations as the Declarant deems necessary and appropriate.

Upon the recording of the phasing amendment adding any new element to the Condominium, ownership of all of the Phase II Units or other elements forming part thereof and all appurtenances thereto, shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey each of the Phase II Units or elements without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

The Declarant's reserved rights and easements to construct and add to the Condominium additional Units or other elements, together with their designated appurtenant Exclusive Use Areas, if any, shall be limited only by the conditions of the Site Plan recorded herewith.

The following subparagraphs (b) through (d) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 16:

- (b) Time Limit After Which the Declarant May No Longer Add New Phase. The Declarant's reserved rights to amend this Master Deed to add a new Unit to the Condominium as part of a future phase shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the Declarant recording with the Norfolk County Registry of Deeds a statement specifically relinquishing his reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Type of Units That May be Constructed and Added to the Condominium as Part of a Future Phase. The Declarant reserves the right to modify the type of construction, architectural design and construction materials of future Units therein and which may be added to the Condominium as part of a future phase, provided any such modifications comply with the requirements of applicable law. Future improvements will be consistent with the initial improvements in terms of quality of construction.
- (d) Right to Designate Exclusive Use Areas as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Exclusive Use Areas for the exclusive use of the Units to be added to the Condominium as part of the future phase. Such future designated Exclusive Use Areas may include, but need not be limited to, patios, storage spaces, fences, steps, walkways or areas which will be appurtenant to Units in a future phase.

The Declarant may add a future phase including additional Units or other elements to the Condominium by executing and recording with the Norfolk County Registry of Deeds an amendment to this Master Deed which shall contain the following information:

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- (a) An amended Exhibit B describing the elements being added to the Condominium and incorporating the descriptions of Units already included;
- (b) An amended Exhibit C describing (i) the designation, location, approximate area, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units or other elements being added to the Condominium, and any variations in the boundaries of such Units from those boundaries set forth in subparagraphs 5(d) and 5(e) of this Master Deed; and (ii) setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium consistent with the requirements of Chapter 183A.
- (c) If the Exclusive Use Areas designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 8 hereof, a description of such variations so as to identify the new or modified Exclusive Use Areas appurtenant to the new Units or to existing Unit(s).
- (d) Floor plans for the new Units being added to the Condominium, which floor plans shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment adding a new phase to the Condominium shall require the consent, (except as in this paragraph 16 already granted) or signature in any manner by any Unit owner, any person claiming, by through or under any Unit owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and 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 Norfolk County 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. Phase II shall not be added to the Condominium through amendment of the Master Deed until the improvements for such Phase are substantially complete as evidenced by "as built" plans, which shall be recorded with the amendment.

The interest of each Unit in the entire Condominium (the aggregate of all Phase I and Phase II Units) in the Common Areas and Facilities shall be recalculated upon the addition of Phase II Units, as of the date of the amendment to this Master Deed adding

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Phase II, on the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units. Each Unit owner understands and agrees that as an additional phase containing additional Units is added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's appurtenant interest in the Condominium Trust, shall be reduced, since the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium.

Every Unit owner by the acceptance of his deed to his Unit 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 16 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when a new phase is added to the Condominium by amendment to this Master Deed pursuant to this paragraph 16.

In the event that notwithstanding the provisions of this paragraph 16 to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant, is required on any amendment to this Master Deed which adds a new phase to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit owner, by the acceptance of the deed to his Unit, 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 Unit 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.

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

18. 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.

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19. Chapter 183A of the General Laws of the Commonwealth of Massachusetts to Control. The Master Deed is set forth to comply with the requirements of Chapter 183A, and said Chapter shall control as to all matters contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of said Chapter shall control. In case any of the provisions of the Master Deed or the Trust conflict with requirements of either FNMA or FHLMC, and either of said agencies holds a mortgage on a Unit, the requirements of FNMA or FHLMC, as the case may be, shall control, so long as they do not conflict with Chapter 183A.

20. Termination. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, as amended. The Unit owners may remove all or a portion of the Condominium from the operation of Chapter 183A by a vote of 100% of the Unit owners and 100% of their mortgagees.

WITNESS the execution hereof under seal this 12<sup>th</sup> day of DECEMBER, 1989.

FOURTEEN SANFORD STREET  
CORPORATION

By: Philip J. Boczanowski  
Philip J. Boczanowski,  
President and Treasurer,  
Hereunto Duly Authorized

STATE OF CALIFORNIA

San Diego, ss.

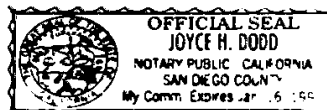
December 12, 1989

Then personally appeared the above-named Philip J. Boczanowski, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of said Fourteen Sanford Street Corporation, before me,

Joyce H. Dodd  
Notary Public

my commission expires:

Jan. 16, 1993



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EXHIBIT A

ATTACHED TO AND MADE A PART OF  
THE MASTER DEED OF  
SANFORD MILL CONDOMINIUM

Property Description:  
14 Sanford Street  
Medway, Massachusetts

The land, and buildings situated thereon, being shown on a plan entitled "Sanford Mill Condominium", Site Plan, Plan of land in Medway, Massachusetts, Scale: 1 inch = 20 feet, dated December 4, 1989, Dunn Engineering Co., Inc., to be recorded herewith, and to which reference may be made for a more particular description of the said premises.

The said premises are subject to a 20 foot wide sewer easement as shown on said plan.

The said premises are subject to a 15 foot wide right of way and a 20 foot wide access easement, both of which are as shown on said plan.

The said premises contain 3.2 acres, more or less, according to said plan.

*For title reference see deed recorded in bk 8181-68.*

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EXHIBIT B

ATTACHED TO AND MADE A PART OF  
THE MASTER DEED OF SANFORD MILL CONDOMINIUM

DESCRIPTION OF THE BUILDINGS

The condominium is comprised of two phases, Phase I consisting of forty-six (46) dwelling units located in three (3) buildings (Buildings "1," "2," and "3" respectively, collectively, the "Buildings"), and Phase II consisting of approximately twenty-nine (29) dwelling units. The condominium is now known and numbered as Sanford Mill, 14 Sanford Street, Medway, Massachusetts located on the land as shown on the Site Plan to be recorded herewith, as well as parking spaces located in a paved parking area adjacent to the Buildings.

Building 1 consists of a ground level and four (4) floors designated as first floor, second floor, third floor, fourth floor, and loft. The construction of Building 1 is heavy timber with exterior load-bearing masonry brick walls. All walls and ceilings are sandblasted and, where practical, left natural as the interior finish.

Building 2 consists of a ground level and one (1) floor designated as first floor and second floor in addition to a partial basement. A portion of brick and original timber is sandblasted and, where practical, left natural.

Building 3 consists of a ground level and three (3) floors designated as first floor, second floor, third floor and fourth floor. The construction of Building 3 is heavy timber framing with load-bearing masonry. All walls and ceilings are sandblasted and, where practical, left natural as the interior finish.

Dwelling units are located on all floors of the Buildings. The parking area is striped to indicate individual parking spaces.

Phase I is serviced by two hydraulic elevators and three (3) emergency staircases. A separate heating system heats all common areas. The individual units have separate heating and cooling systems with vertical or horizontal Fan-Coil Units and condensing units. The units have separate electric water heaters. A house water meter services the common areas.



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EXHIBIT C

ATTACHED TO AND MADE A PART OF  
THE MASTER DEED OF  
SANFORD MILL CONDOMINIUM

DESCRIPTION OF THE UNITS

<u>Unit Designation</u>	<u>Rooms</u>	<u>Approximate Area (In Square Feet)</u>	<u>Floor Location</u>	<u>Percentage Interest</u>
1	1 BR, 1B, P	870	1st Fl., Bld. 2	1.74
2	2 BR, 1½B	836	1st Fl., Bld. 2	2.58
3	2 BR, 1½B	830	1st Fl., Bld. 2	2.65
4	2 BR, 1½B	1470	1st Fl., Bld. 3	2.69
5	2 BR, 2B, P	1001	1st Fl., Bld. 3	2.69
6	2 BR, 1B, LY	826	1st Fl., Bld. 3	2.06
7	2 BR, 2B	1002	1st Fl., Bld. 3	2.17
8	(Phase II)			
9	2 BR, 1½B	830	2nd Fl., Bld. 1	1.93
10	2 BR, 1½B	806	2nd Fl., Bld. 1	2.06
11	2 BR, 1½B	806	2nd Fl., Bld. 1	2.06
12	2 BR, 1½B	807	2nd Fl., Bld. 1	1.96
13	2 BR, 1½B	830	2nd Fl., Bld. 1	1.99
14	2 BR, 1½B, P	972	2nd Fl., Bld. 1	2.00
15	2 BR, 1½B	830	2nd Fl., Bld. 1	1.99
16	2 BR, 1½B	805	2nd Fl., Bld. 1	2.11
17	2 BR, 1½B	805	2nd Fl., Bld. 1	2.11
18	2 BR, 2½B	1224	2nd Fl., Bld. 1	2.59
19	1 BR, 1B, D	854	2nd Fl., Bld. 2	1.80
20	2 BR, 1½B	1001	2nd Fl., Bld. 2	2.70
21	2 BR, 1½B	1000	2nd Fl., Bld. 3	2.72
22	2 BR, 1½B	1030	2nd Fl., Bld. 3	2.72
23	2 BR, 1B, LY	835	2nd Fl., Bld. 3	1.96
24	2 BR, 2B	1028	2nd Fl., Bld. 3	2.17
25	2 BR, 2B	1022	3rd Fl., Bld. 1	2.28
26	2 BR, 2B	989	3rd Fl., Bld. 1	2.26
27	2 BR, 1½B	915	3rd Fl., Bld. 1	2.00
28	2 BR, 2B	1022	3rd Fl., Bld. 1	2.17
29	2 BR, 2B	981	3rd Fl., Bld. 1	2.17
30	2 BR, 1½B	1032	3rd Fl., Bld. 3	2.65
31	1 BR, 1½B	698	3rd Fl., Bld. 3	2.06
32	1 BR, 1½B	697	3rd Fl., Bld. 3	2.06
33	1 BR, 1½B	700	3rd Fl., Bld. 3	1.96
34	1 BR, 1½B	701	3rd Fl., Bld. 3	2.30
35	1 BR, 1½B	698	3rd Fl., Bld. 3	2.17
36	1 BR, 1½B	695	3rd Fl., Bld. 3	2.17
37	2 BR, 2B	1277	3rd Fl., Bld. 3	2.82
38	2 BR, 2B	1033	4th Fl., Bld. 1	2.17
39	2 BR, 2B	993	4th Fl., Bld. 1	2.17

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40	2 BR, 2B	1030	4th Fl., Bld. 1	2.17
41	2 BR, 2B	995	4th Fl., Bld. 1	2.17
42	L, 1B	707	5th Fl., Bld. 1	1.80
43	L, 1B	693	5th Fl., Bld. 1	1.80
44	L, 1B	711	5th Fl., Bld. 1	1.80
45	L, 1B	722	5th Fl., Bld. 1	1.80
46	L, 1B	686	5th Fl., Bld. 1	1.80
47	L, 1B	568	5th Fl., Bld. 1	1.80

(46 Total Units)

100%

NOTES:

1. BR = Bedroom; K = Kitchen; L = Loft; P = Patio; D = Den;  
B = Bath; LY = Laundry.
2. Each Unit has immediate access to a common hallway, which hallways, along with the front walkway and entry vestibule, are part of the Common Area and Facilities of the Condominium.
3. All Units also have a Living Room/Dining Area and Kitchen.

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RULES AND REGULATIONS  
OF  
SANFORD MILL CONDOMINIUM

In these rules and regulations the word "Condominium" shall refer to Sanford Mill Condominium and the words "Common Areas and Facilities", "Declarant", "Trustees", "Unit" and "Unit Owners" shall have the meaning given to these terms in the Master Deed creating the Sanford Mill Condominium.

1. No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of Common Areas and Facilities except as the Trustees may in specific instances expressly permit. No articles shall be placed in the halls or stairways. The halls, vestibules and stairways of the Condominium shall not be obstructed or used for any other purpose than ingress to and egress from the Condominium Units. Nothing shall be hung or shaken from the doors or windows or placed upon the window sills of the Condominium. Children shall not play in the halls, vestibules or stairways.

2. Effect on Insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.

3. Nameplates. Unit Owners may place their names only in such places outside the Unit or any designated portions of Common Areas and Facilities as may be provided for by the Trustees, the print of such name to be in a size and style approved by the Trustees. No firm, company or business name shall be permitted. Nothing in this paragraph, however, shall apply to the Declarant as long as Declarant and/or its successors in interest owns any Units for sale or for rent. Declarant may use whatever advertising, promotion or marketing means it deems appropriate in the sale or renting of units.

4. Pets. Only original purchasers of Units from the Declarant that keep a normal household pet(s) at the time of closing shall be permitted to keep such pet(s) in the condominium, upon prior written consent of all of the Trustees and then only under the following conditions:

A. No more than two (2) pets per Condominium Unit; provided, however, in the case of tropical fish and similar, non-offensive animals kept in a tank or aquarium in an Owner's Condominium Unit, there shall be no limit on number; provided, further, that said fish or

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other animals are not raised for commercial purposes or otherwise allowed to become offensive to other unit owners or occupants.

B. Each pet shall be carried or on a leash whenever with the Common Areas and Facilities.

C. Pet waste shall be picked up immediately by the owner of the pet and properly disposed of in the garbage receptacles provided for at the Condominium.

D. Pets shall be kept from excessive barking or other noise making at all times.

E. Upon the submission of complaints by Unit owners regarding the noise, barking or other offensive behavior of a Unit owner's pet, the following shall apply:

1. On complaint of two or more Unit owners (such complaints could be raised independently), the Unit owner against whom the complaints are lodged shall receive a written warning from the Trustees;

2. On the next additional complaint, the Trustees shall impose a fine of \$100.00 upon the Unit owner; and

3. For each such additional complaint, the Trustees shall impose a fine of \$100.00 upon the Unit owner or shall exercise their right under these Rules and Regulations to prohibit the Unit owner from keeping the pet in the Condominium.

F. Unit Owners shall submit to the Trustees a picture of any pet(s) owned at the time of closing, and a copy of any registration documents required by any local or state governmental authorities.

The Trustees may insist upon any Unit Owner not keeping a pet which the Trustees, in their sole judgment, determine interferes with the rights of other Unit Owners.

5. Radios, Phonographs, Musical Instruments. No music shall be permitted in Common Areas and Facilities. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 10:00 p.m. and shall, at all times, be kept at a sound level which will not annoy the occupants of neighboring Units. All radio (including so-called citizens band or "CB" radio), television, power tools or other electrical or electronic 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 such equipment shall not interfere with the radio or television reception of any other Unit in the Building(s). The Unit Owner alone shall be liable for any damage or injury caused by any of the aforesaid equipment in such Owner's Unit.

6. Laundry. No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit, or any Exclusive Use Area, or upon any of the Common Areas and Facilities.

7. Architectural Integrity. The architectural integrity of the Building and the Common Areas and Facilities shall be preserved without modification, and to that end no awning, screen, antenna, sign, banner or other device, and no addition, structure, projection, painting, decoration or other feature shall be erected or placed upon or attached to any Unit or the Common Areas and Facilities, or any part thereof (including the interior surface of any window) so as to be visible from the exterior of the Condominium or from the hallways included within the Common Areas and Facilities, and all draperies shall be backed with a neutral color material so that only such neutral color is visible outside the Buildings, except with the prior written consent of the Trustees; provided, however, that the provisions of this subparagraph shall not restrict the right of any Unit Owner otherwise to decorate the interior of his Unit as he may desire.

8. Bicycles and Similar Vehicles. No velocipedes, bicycles, scooters or similar vehicles shall be allowed to stand in the public halls, passageways or other Common Areas and Facilities of the Condominium. At all times when not in actual use, bicycles and similar vehicles shall be kept inside the Owner's Unit.

9. Safety. Each Unit Owner assumes responsibility for his own safety, actions and conduct, and that of his (its) family (where applicable), guests, agents, servants, employees, licensees, lessees, and permitted household pets.

10. Refuse. Refuse from the Units shall be sent to the designated refuse collection area only at such times and in such manner as the managing agent may direct.

11. Abuse of Mechanical Systems. The Trustees may charge a Unit Owner for any and all damage that results from such Unit Owner's misuse of a mechanical, electrical or other building service system of the Condominium.

12. No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to

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the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners. For the purposes of this paragraph, fishing or other activity by Unit Owners or their guests in the fenced-off area, as shown on the Site Plan recorded herewith, that runs between the Charles River and Pond and the buildings of the Condominium shall constitute a nuisance and therefore is a prohibited activity under these Rules and Regulations.

13. Maintenance and Repair. The Unit Owners shall be obligated to maintain and keep in good order and repair their respective Units in accordance with the provisions of the Master Deed and these Rules and Regulations. Each Unit Owner shall keep his (its) Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. No waste shall be committed as to any Common Areas and Facilities. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities, which will affect the structural integrity of the Condominium. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials, and no garbage cans, or containers of any type including plastic bags, shall be placed in the halls or in the staircase landings of the Condominium. No Unit Owner shall do himself, or permit anything to be done by his family, servants, employees, agents, visitors, lessees, licensees or household pets, either willfully or negligently, which may or does cause damage to any of the Common Areas and Facilities.

14. Water Apparatus. The water closets and other water apparatus shall not be used for any purpose other than that for which they were designed and constructed, and no sweepings, rubbish, rags, paper, ashes or other articles or substances shall be thrown therein. Any damage to Common Areas and Facilities resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.

15. Air Conditioners. No ventilator or air conditioning device or any other equipment or apparatus shall be installed by any Unit Owner in an outside window of any Unit without written permission from the Trustees.

16. Flammable Materials, Etc. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Areas and Facilities or the Buildings any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance except such lighting, cleaning and other fluids, materials, chemicals, and substances as are customarily incidental

to residential use. No wood or coal stoves or similar devices shall be permitted in any Unit.

17. Real Estate Taxes. For so long as the Condominium is assessed as a single property rather than as separate Condominium Units, Unit Owners will be billed by the Trustees for their respective portions thereof (each Condominium Unit's common area percentage, of the total tax bill) as soon as possible after the bill is received from the Town of Medway, which bill shall enclose a copy of the tax bill issued by the Town of Medway. Each Unit Owner will forward payment of his percentage interest in the total tax bill to the Trustees by check made payable to the Town of Medway no later than ten (10) days prior to the date on which payment to the Town of Medway as reflected on its bill may be made without incurring a penalty or interest thereon. Late payments by a Unit Owner must be made payable as directed by the Trustees, and will include interest and penalties as charged by the Town of Medway for late payment, together with costs of collection therefor incurred by the Trustees, including reasonable attorneys' fees. If taxes are collected by holders of mortgages on Condominium Units, each Unit Owner shall be responsible for causing the mortgage holders to forward payment as above-required.

18. Severability. In the event of the foregoing Rules or Regulations, or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other Rule or Regulation or any portion of any Rule or Regulation which has not been held to be invalid, illegal or unenforceable.

19. Complaints. Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken.

20. Amendment. These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising him of the change.

21. Delegation of Powers. The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.