

Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
119661	MASTER DEED		53171/37	12/18/2014	
Property-Street Address and/or Description					
PARK ST, STAGECOACH CIR					
Grantors					
PARK PLACE CONDOMINIUM, PAPALILO SOTIR P TR, FIFTH CP REALTY TRUST, PAPALILO SOTIR TR					
Grantees					
References-Book/Pg Description Recorded Year					
54296/299 AM 2015, 54830/327 AM 2016, 55210/207 AM 2016, 55415/357 AM 2016, 55536/219 AM 2016, 55712/209 AM 2016, 55840/115 AM 2016, 56593/50 AM 2017, 57806/279 AM 2017, 58264/201 AM 2017					
Registered Land Certificate(s)-Cert# Book/Pg					



PARK PLACE CONDOMINIUM

A CONDOMINIUM COMMUNITY FOR PERSONS 55 YEARS OF AGE AND OLDER

MASTER DEED

Sotir Papalilo, Trustee of the Fifth CP Realty Trust under Declaration of Trust dated August 28, 2009 and recorded with the Worcester County Registry of Deeds in Book 44814, Page 62 (hereinafter referred to as the "Declarant") being the owner of that certain realty consisting of a parcel of land located in the Town of Westborough, Worcester County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and does hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. Name of the Condominium. The name of the condominium created shall be PARK PLACE CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").
2. Organization of Unit Owners. The Trust through which the Unit Owners will manage and regulate the Condominium is PARK PLACE CONDOMINIUM TRUST established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the "Trust" and the "Declaration", respectively).

Park Street and Stagecoach Circle, Westborough

Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder, and includes By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Declarant-appointed Trustee thereof is as follows:

**Dalewoods Corporation
370 Main Street, Suite 700
Worcester, MA 01608**

3. Description of the Land. The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Westborough, Worcester County, Massachusetts, and described on Schedule A attached hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting "Phase 1" of the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Condominium is to be developed in a number of phases, as more fully described hereinafter.
4. Description of the Building in Phase 1. The Building located on the Land and comprising Phase 1 of the Condominium (the "Phase 1 Building") is shown on the Site Plan, which Phase 1 Building is further described in Schedule B attached hereto, including the number of stories, number of Units, and principal materials of construction. The location of the Phase 1 Building is shown on the Site Plan. The Phase 1

Building, and any building or portion thereof later added to the Condominium, are hereinafter collectively referred to as the "Building" or "Buildings."

5. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. Phase 1 of the Condominium is comprised of two (2) Units whose location, designation, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Schedule C attached hereto and are shown on the Condominium Floor plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof.

B. Boundaries of the Units. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- a. Floors: The plane of the upper surface of the subflooring of the lowest floor including basement, but if the flooring is concrete, the boundary shall be the plane of the upper surface of the concrete;
- b. Ceilings: The plane of the lower surface of the ceiling joists or strapping of the upper most floor; provided, however, that as to Units with attics or attic areas (finished or unfinished), the upper Unit boundary shall be the plane of the lower surface of the roof joists and further provided that no such attic space may be used for storage or

living space but shall be used solely to access the structure or its components;

- c. Interior Walls: Between the units and common areas the centerline within the walls between common areas;
- d. Exterior Walls: The plane of the exterior surface of the furring strips; or if there be no furring strips, then the plane of the exterior surface of the wall studs;
- e. Exterior Doors (Including Garage Doors): The exterior surface of the door, including the garage door since garages are part of the unit, in its entirety, including the frame, jambs, hardware, threshold and flashing, and including the exterior molding or trim, if any; and caulking;
- f. Windows: The exterior surface of the windows and skylights, if any, in their entirety, including the frame, mullions, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and caulking;
- g. Other: Air conditioner condensers and pad, smoke and heat detectors (if any), deck railings, intercom wiring and intercom system, light fixtures on decks and other exclusive use areas ("Exclusive Use Areas" and sometime referred to as "Privacy Areas"), wiring and light fixtures, wiring and HVAC vents and duct work within walls and ceilings, and any equipment for submetering, as well as pipes, wires, plumbing leading from common piping back to unit, dryer vents, toilet, bath and shower piping, fireplaces,

chimneys and flues and /or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit and shall be maintained, repaired and replaced by the unit owner at his sole cost and expense.

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

- (1) the driveway, leading to the garage portion of the Unit and the walkway leading to the unit. The Trust shall be responsible for plowing the driveway but only if all vehicles are removed when the removal company arrives. The Trust shall also be responsible for the initial shoveling of the walkway after each storm. Thereafter, each unit owner will be responsible to shovel and protect against ice thereafter;
- (2) any exterior patio, deck or balcony affixed to or leading from the Unit, and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies and area beneath balcony, if any and shoveling of deck and balcony including, but not limited to, the obligation to stain the decks using a stain type and manufacturer satisfactory to the Trustees.
- (3) any exterior lights serving the Unit and each unit owner shall be responsible to maintain, repair and replace same including, but not limited to, light bulbs.
- (4) the Privacy Area, if any, for the exclusive use of Units as depicted on the Site Plan recorded with this Master Deed and any amendments, if so depicted. The Board in its sole discretion may give (or withhold) written consent to any Unit Owner to modify the Privacy Area in such manner as the Board deems

appropriate. The Board shall have the power, and each Unit Owner by acceptance of a deed agrees and consents to the Board having the power, to allow the Unit Owner to make certain modifications to the Privacy Area, including, but not limited to, creating gardens acceptable to the Board, the installation of a barbecue within said area and the installation of a small satellite antenna system within said area (but subject to the requirement of Schedule E and E-1 attached hereto and made a part hereof). If approval is granted by the Board, such approval shall be on such conditions as the Board determines in its sole discretion, and all work shall be done in a good and workmanlike manner using first class materials free from defects. The Board shall have the right in its sole discretion to deny approval to any Unit Owner for any reason, including but not limited to aesthetic reasons, the potential for blocking the view of a neighboring Unit Owner or for any other reasons which the Board may in its sole discretion determine. The Unit Owner shall be responsible for all maintenance, repair and replacement of all improvements and other items contained within the Privacy Area and serving only the Unit in question, including any barbecue, satellite system and/or landscaping. The Unit Owner shall also be responsible for insuring for liability purposes and for property damage purposes all modifications and additions made to said area. The unit owner shall be responsible for obtaining any required governmental approvals or permits for said work and shall comply with all requirements of the Town of Westborough.

6. Description of the Common Areas and Facilities. The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. Installations for central and/or common services such as utilities serving more than one Unit, the sewer system, the fire sprinkler system, if any, common area water supply, if any, the irrigation system, if any, mailbox structure, dumpster enclosures and sewer pump station, and other amenities, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- C. All common equipment;
- D. The yards, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, if any;
- E. The Limited Common Elements located outside the Unit's boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided;
- F. The Declarant reserves the right, but not the obligation to add amenities to the Condominium and such amenities, if, as and when added, shall be common areas of the Condominium; and

The Common Elements (including Exclusive Use Areas) shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the following:

- (i) until the happening of one of the events described in Section 13.7 below, any and all Buildings or portions of Buildings located beyond Phase 1 and not theretofore phased into the condominium by a Phasing Amendment, which said Buildings or portions of the Buildings shall remain the property of and be maintained and controlled by the Declarant.
- (ii) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant.

7. Undivided Interest. The Unit Owners in Phase 1 shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Schedule C, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase containing additional Units (the "Additional Units") pursuant to the provisions of this Master Deed, the Beneficial Interest to which the Phase 1 Units (and Units added by way of previously recorded Phasing Amendments) is entitled shall be reduced accordingly and the Beneficial Interest to which the Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units.

The percentage figures so determined shall be rounded by the Declarant in its sole discretion, to obtain a 100.00 percent total for all Units. The Beneficial Interest so determined shall be set forth in the Amendment to the Master Deed by which the additional Unit or Units resulting in such change of Beneficial Interest are added to the Condominium. Each Unit Owner and mortgagee, by acceptance of a Unit Deed

or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Condominium Trust. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Exclusive Use Areas.

8. Plans. As stated above, simultaneously with the recording hereof there has been recorded a set of floor plans of the Phase 1 Building showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally recorded herewith is the Site Plan showing the approximate location of the Buildings and certain of the Common Elements.

9. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts,

flues, cables, conduits, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

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

11. Intended Use. The Buildings, the Units and other Common Areas and Facilities are intended to be used solely for residential purposes and accessory uses thereto, subject to and with the benefit of such age restrictions as are more fully described in Section 12A of this Master Deed and Schedule D of this Master Deed, the Common Elements, being used incidental thereto. The Buildings, the Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used

for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

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

A. NO UNIT SHALL BE USED FOR ANY PURPOSE OTHER THAN RESIDENTIAL HOUSING AND USES ACCESSORY THERETO. PARK PLACE CONDOMINIUM IS A HOUSING COMMUNITY LIMITED TO

OCCUPANCY BY AT LEAST ONE PERSON PER UNIT BEING A SENIOR FIFTY-FIVE (55) YEARS OF AGE (A "QUALIFIED PERSON") EXCEPT THAT PURSUANT TO THE HOUSING FOR OLDER PERSONS ACT OF 1995, AT LEAST EIGHTY (80) PERCENT OF THE UNITS IN THIS CONDOMINIUM SHALL REQUIRE THAT AT LEAST ONE PERSON BE A SENIOR FIFTY-FIVE (55) YEARS OF AGE OR OLDER. THE SURVIVING SPOUSE OF A DECEASED QUALIFIED PERSON MAY CONTINUE TO OCCUPY THE UNIT. EXCEPT AS STATED ABOVE AS TO THE SPOUSE OF A DECEASED QUALIFIED PERSON, SO LONG AS AT LEAST ONE RESIDENT OF THE UNIT IS 55 YEARS OF AGE OR OLDER, NO OTHER RESIDENT NEED BE OVER 55 YEARS OF AGE (A "QUALIFIED OCCUPANT"). A UNIT OWNER OR TENANT SHALL NOT OCCUPY OR USE THE UNIT OR PERMIT THE SAME OR ANY PART HEREOF TO BE OCCUPIED OR USED FOR ANY PURPOSE OTHER THAN AS A PRIVATE DWELLING FOR QUALIFIED PERSONS AND QUALIFIED OCCUPANTS IT BEING UNDERSTOOD AND AGREED THAT THE PROPERTY IS TO BE USED SOLELY FOR SENIOR HOUSING. In addition to the foregoing, the Unit may be occupied from time to time by guests of the Qualified Persons or Qualified Occupant, for a period of time not to exceed seven (7) consecutive days nor to exceed seven (7) days per month, unless a longer period is approved in writing by the Trustees, which approval may be revoked at any time by the Trustees, provided however that the Trustees may make exception to the foregoing for medical reasons pertaining to the health of a Qualified Person and/or Qualified Occupant upon the submission, in writing, of the medical facts duly certified by the physician of the Qualified Person or Qualified Occupant. No guests may occupy the Unit unless one or more of the Qualified Person, or such spouse, or such Qualified Occupant are then in occupancy. THE USE OF THE UNITS IS ALSO SUBJECT TO THE RESTRICTIONS AND REQUIREMENTS OF SAID SCHEDULE D AND THE HOUSING FOR OLDER PERSONS ACT OF 1995. THIS SECTION

12 AND SCHEDULE D OF THIS MASTER DEED MAY NOT BE AMENDED WITHOUT THE WRITTEN CONSENT OF THE DECLARANT AND/OR ITS SUCCESSORS AND ASSIGNS. THIS RESTRICTION MUST BE ENFORCED BY THE CONDOMINIUM TRUST IN THE SAME MANNER AS OTHER RESTRICTIONS CONTAINED IN THIS MASTER DEED BY COURT ACTION AND BY THE ASSESSMENT OF FINES, ATTORNEYS FEES AND COSTS WHICH SUMS SHALL BE TREATED AS COMMON EXPENSES AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY AND SHALL BE THE PERSONAL LIABILITY OF THE UNIT OWNER. THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATIONS TO ENFORCE SAID AGE RESTRICTION IF THE TRUST REFUSES TO DO SO UPON THIRTY (30) DAYS NOTICE AND THE TRUST AGREES TO REIMBURSE THE TOWN FOR ANY LEGAL FEES INCURRED. IN ORDER TO ENSURE COMPLIANCE WITH THE AGE RESTRICTIONS, THE TRUST, ON AN ANNUAL BASIS SHALL SUBMIT TO THE TOWN THE AGE VERIFICATION FORMS ATTACHED AS EXHIBIT D FROM EACH RESIDENT WHICH FORM SHALL BE NOTARIZED.

B. Except as to Units owned by Declarant, no Unit may be leased, rented or let unless upon a written agreement between the Unit Owner and proposed Occupant therefore in a form and content acceptable to the Trustees and for a term of not less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon receipt of such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's

attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

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

THE APARTMENT UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE, THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF

ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

C. Units may be leased or rented subject to the provisions of the documents as they may be amended from time to time. All leases must be for a minimum of twelve months and shall be subject to the Master Deed, Declaration of Trust and Rules and Regulations.

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

detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit (except no bedroom maybe added); provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the Buildings systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and plans are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

E. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided, however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) that such pet(s) are in no greater number per Unit so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat and in no event shall any unit owner have more than three (3) cats, (3) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations, (4) that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine, (5) any such pet(s) are duly registered with the Trustees, (6) pets shall be walked in the designated pet walking area, if any, (7) residents must clean up after their pet, and (8) dogs must be on leashes and under the control of the keeper of the pet

at all times and no invisible fences shall be permitted. Moreover, the conduct of such pet(s) upon the Common Elements is subject to rules and regulations adopted from time to time by the Trustees. If said pet is deemed a nuisance by the Trustees, in their sole discretion, the Trustee may require the pet owner to remove the pet upon three (3) day's notice. In addition, such pet shall not interfere with the quiet enjoyment of the condominium by its residents. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed and no pit bulls, Rotweillers, Doberman Pinchers, snakes, reptiles or rodents are permitted under any circumstances.

F. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

G. No Unit shall be maintained at an ambient temperature of less than sixty degrees (60°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.

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

I. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and

those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

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

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

L. Unless kept at all times within the garage portion of a Unit (with the garage door closed), no unregistered vehicles, commercial vehicles, or vehicles with commercial lettering or boats or campers or other type of recreation vehicles shall be kept upon the Common Elements, except for Declarant's or its agents' vehicles. Garage doors shall be kept closed when not in use for vehicles entering and exiting the garage.

M. The Condominium Trust, Trustees and Unit Owners shall be subject to all restrictions, requirements, regulations and conditions imposed by the Town of Westborough, including, but not limited to, those contained in Schedule F, G and H attached hereto and the restrictions, requirements, regulations and conditions shall be covenants running with the Land and shall be perpetual.

N. If any Unit Owner other than the Declarant, desires to transfer or sell his or her unit prior to the Declarant conveying all units it can create pursuant to the Master Deed, the Unit Owner shall be obligated to grant the Declarant or its designee the exclusive right to sell the Unit on such terms and commissions determined by the Declarant or its designee but in an amount or percentage

reasonable and comparable to services offered by real estate agents in the Town of Westborough. If a Unit Owner violates this provision, he or she shall be obligated to pay Declarant an amount equal to six (6%) percent of the purchase price or fair market value, whichever is greater.

O. The Condominium, if all twelve (12) units are built, will contain three (3) Affordable Units pursuant to a Comprehensive Permit issued by the Town of Westborough. Percentage interests and condominium fees for affordable units shall be based on the reduced value based on the affordability restriction and anticipated sale prices for affordable units.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. Rights Reserved to the Declarant.

13.1 As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with the Buildings described and shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of two (2) dwelling units. The Condominium shall consist of additional Phases constructed and to be constructed, on the Land and the Property. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Land (other than Phase 1) any other portions of the

buildings shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by, and shall be the exclusive responsibility of, the Declarant.

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

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

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

13.5 The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires,

pipes, conduits, sewer, walkways, and drainage lines to service the dwelling units constructed on the Land described in Schedule A.

13.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any unit owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described in Section 13.7 below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments. With respect to said later Phases or Sub-Phases:

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

(b) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional units, as well as the right to create and designate limited common areas and to create additional common areas amenities. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Buildings in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as to Phase 1 in this Master

Deed as Common Areas and Facilities. After the recording of such amendment of this Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the Units in Phase 1 and the Units subsequently created by Amendment(s) to the Master Deed;

(c) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within twenty (20) years after the date of recording of this Master Deed, or such later date as may be otherwise specifically permitted in writing by Declarant's lender as to this Property, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created and the Land where said phases were not created shall revert to the Declarant or its successors and assigns together with such easements over the condominium land for development, access installation of utility lines and also such other purposes deemed necessary by the Declarant in its sole discretion.

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

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

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

13.7 Upon the happening of any of the events described in (a), (b) or (c) below in this Section 13.7, certain portions of the Buildings as described in the Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond Phase 1 may become part of the general Common Areas (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) one hundred twenty (120) days after the time limit to record such Phasing Amendment(s) expires, as set forth in 13.6 above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 13.6 above. Until such time as any such areas become part of the general Common Areas as described in this Section 13.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.

13.8 The Declarant reserves the right for itself and its successors and assigns to construct the Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations (or permit(s) and approvals relating to the property). The designation of each Unit in said Future Phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall

contain, with respect to Future Phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject to condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove.

13.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond Phase 1, for all purposes necessary or desirable in order to construct the later Phases or Sub-Phases and the Condominium units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until one hundred (120) days after the last of the Condominium Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation,

improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television water, air and all sewer and drainage pipes to serve any or all of the buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic, sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements and facilities under

construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land.

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

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

13.12 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to

effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

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

request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

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

15. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

16. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of this Master Deed, , including, but not limited to, the age restrictions and age verification requirements contained in Section 12A and Schedule D, and the Trust, sell, assign,

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

A. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, including, but not limited to, the age restrictions and age verification requirements contained in Section 12A and Schedule D, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease,

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

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

17. Amendment of Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

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

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no

such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded.

- (ii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- (iii) Except as provided for in Section 13 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium or the right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal

Home Loan Mortgage Corporation ("FHLMC"), the Town of Westborough, the Department of Housing and Community Development and any governmental insurer or guarantor of Unit mortgages, including private or public mortgage insurers, the right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in later Phases or Sub-Phases.

18. Fannie Mae/Freddie Mac/FHA Requirements. Notwithstanding anything to the contrary contained in this Master Deed, in order to comply with the legal requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and Federal Housing Administration, the following provisions shall control and prevail:

- A. Any right of first refusal in the condominium project documents will not adversely impact or impair the rights of a mortgagee or its assignee to:
 - 1. Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
 - 2. Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
 - 3. Sell or lease or otherwise market a unit acquired by the mortgagee or its assignee.

The Condominium Trust shall not exercise a right of first refusal in an unlawfully discriminatory manner.

B. Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51 percent of the votes of units that are subject to mortgages. Examples of actions that require mortgagee consent include but are not limited to any of the following:

- 1. Any partition or subdivision of any Condominium Unit;

2. Abandonment, partition, subdivision, encumbrance, sale or transfer of any Common Elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;
3. Any change in the procedure that protects the Seller/Service's interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the Project, or from termination of the project;
4. Any change in voting rights except as allowed for additional phases or annexations in accordance with the initial Project Documents;
5. Any change in the Condominium unit owner's interest in or obligations to the Project in order to levy assessments or charges, to allocate distribution of homeowner's insurance proceeds or condemnation awards, or to determine the owner's interest in the Common Elements;
6. Changes in the priority of liens for Trust assessments;
7. Reductions in reserves for maintenance, repair and replacement of Common Elements;
8. Responsibility for maintenance and repair of the Common Elements;
9. Reallocation of interests in Common Elements or rights to their use;
10. Redefinition of any unit boundaries;
11. Conversions of Units into Common Elements or Common Elements into units;
12. Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project, except as

allowed for additional phases or annexations in accordance with the initial Project Documents;

13. Change in the required insurance coverage;
14. Imposition of any restrictions on the leasing or rental units; and
15. Imposition of any restrictions on a unit owner's right to sell or transfer a unit.

C. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons or to use insurance proceeds for any purposes other than to rebuild must be agreed to by mortgagees that represent at least 51 percent of the votes of the units that are subject to mortgages.

D. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

E. Mortgagees and guarantors of the mortgage on any unit in a condominium project shall have the right to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
2. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
3. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
4. Any proposed action that requires the consent of a specified percentage of mortgagees.

F. No unit owner or any other party shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance or termination proceeds or

condemnation awards for losses to or a taking of condominium units and/or common elements.

G. Except as provided in Massachusetts General Laws Chapter 183A, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee.

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

A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control; and

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

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

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

22. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

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

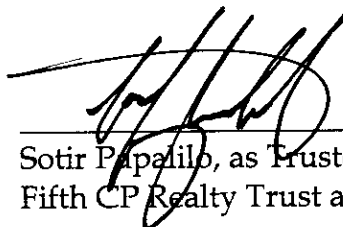
24. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section.

25. Withdrawal of Portions of Condominium Land. The Declarant and its successors and assigns reserve the right within the period of twenty (20) years from the date this Master Deed is recorded to remove such land, as hereinafter defined, from the Condominium hereby created by a conveyance of any portion of the land to the Declarant and its successors and assigns or to any other party, which conveyance shall convey said land or any portion thereof free of this Master Deed for any purposes for which such land may then or thereafter be legally used and expressly free of any use or restriction for the benefit of the Condominium to which it may have been subject by being included in the description of the premises in Schedule A attached herewith dedicated to condominium use or by reason of the use and

occupation of the dedicated premises in connection with the use and occupation of the Units of the Condominium. Each phase which is or will be added to the Condominium, as shown on the site plans, has land phasing lines surrounding said phase. The Declarant and its successors and assigns shall only be allowed to remove such land on which no units have been created. The Declarant and its successors and assigns reserve the right to pass over the Condominium land and to have all other rights necessary to develop the withdrawn land, including the right to have easements for public utilities and the like.

Each Unit Owner and each mortgagee of a Unit in Park Place Condominium, their successors, heirs and assigns, shall by the acceptance of a deed, mortgage or any other instrument conveying an interest in any Unit, thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to convey such land as contemplated by this Section 25 of this Master Deed, recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest and each such Unit Owner, mortgagee or other party agrees for himself, his successors and assigns to execute, acknowledge and deliver any and all instruments which may be requested at any time to confirm the power of attorney so given or the conveyance of said land as herein contemplated.

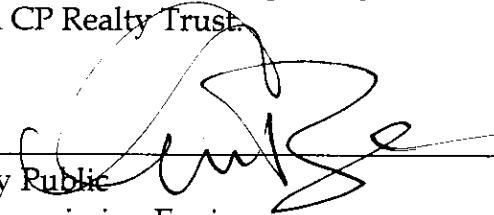
Witness the execution hereof under seal this 17th day of December, 2014.


 _____, TRUSTEE
 Sotir Papalilo, as Trustee of the
 Fifth CP Realty Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 17th day of December, 2014, before me, the undersigned notary public, personally appeared Sotir Papalilo, proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license, or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Trustee of Fifth CP Realty Trust.

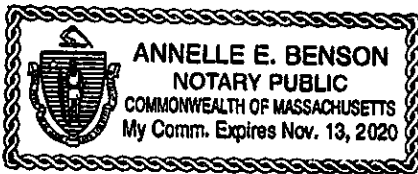


Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the Commonwealth of Massachusetts



PARK PLACE CONDOMINIUM

SCHEDULE A

LEGAL DESCRIPTION OF LAND

Parcel 1:

The land in Westborough, Worcester County, Massachusetts, with the buildings thereon located on the westerly side of Park Street, bounded and described as follows:

BEGINNING	at an iron pipe set <i>in the westerly</i> line of Park Street at a point distant, one hundred three (103) feet southerly from the intersection of the westerly line of Park Street with the southerly line of the location now or formerly of the Boston & Worcester Railway Company;
THENCE	North 80 degrees West by other land now or formerly of Hennessy, two hundred forty two (242) feet to an iron pipe;
THENCE	South 10 degrees West by said other land now or formerly of Hennessy, one hundred eighty (180) feet to a stone;
THENCE	South 80 degrees <i>East by</i> other land now or formerly of Hennessy, two hundred forty two (242) feet to a point in the westerly line of Park Street
THENCE	Northerly by the westerly line of said Park Street one hundred eighty (180) feet to the point of beginning.

For Declarant's title see deed recorded with the Worcester County Registry of Deeds in Book 46592, Page 22, respectively.

Parcel 2:

A certain parcel of land containing 152,000 square feet (3.4894 acres) located on the westerly side of Park Street, located in Westborough, Worcester County, Massachusetts and shown as Lot 2A on a plan entitled "Plan of Land in Westborough, Massachusetts, owned by Bergson Ice Cream & Food Shops, Inc., 210 Turnpike Road, Westborough, Massachusetts 01581", prepared by Thompson-Liston Associates, Inc., dated December 7, 1999 and recorded at the Worcester District Registry of Deeds in Plan Book 750, Plan 108 (the "Plan"), more particularly bounded and described according to the Plan as follows:

BEGINNING at a point on the westerly side of Park Street at a stone wall at the corner of Lot 2A and a parcel now or formerly of Pearson Realty Trust;

THENCE S. 86 degrees, 22' 07" W., along the southerly boundary of said Pearson Realty land, a distance of two hundred forty one and 08/100 (241.08) feet to a field stone bound;

THENCE N. 03 degrees, 37' 53" W., a distance of one hundred seventy eight and 19/100 (178.19) feet to an iron pin;

THENCE S. 84 degrees, 24' 21" W., along the southerly boundary of Parcel 1A, a distance of three hundred sixty seven and 57/1 00 (367.57) feet to a point in a stone wall;

THENCE S. 12 degrees, 06' 03" E., along said stone wall and the easterly boundary of land now or formerly of Lyman Realty Trust, a distance of two hundred forty one and 08/100 (241.08) feet to a point in said stone wall;

THENCE N. 89 degrees, 34' 57" E., by land now or formerly of Henry P. and Jennie T. Francesco, a distance of five hundred fifty one and 07/100 (551.07) feet to an iron pin;

THENCE N. 89 degrees 34' 57" E., a distance of seven and 57/100 (7.57) feet to a point on the westerly side of Park Street;

THENCE N. 02 degrees, 09' 42" E., along Park Street, a distance of fifty six and 24/100 (56.24) feet to a point on the westerly side of Park Street; and

THENCE N 00 degrees, 50' 32" W., along Park Street, a distance of one hundred eighteen feet and 88/100(118.88) to the point of beginning.

This conveyance is subject to a forty (40) foot pipeline easement to Shell Oil as shown on the Plan and recorded with said Registry in Book 2785, Page 281.

For Declarant's title see deed recorded with the Worcester County Registry of Deeds in Book 46592, Page 19, respectively.

PARK PLACE CONDOMINIUM

SCHEDULE B

<u>Number of Units in Phase 1:</u>	Two (2)
<u>Number of Stories:</u>	Two, plus basement (and attic, if any),
<u>Principal Materials of Construction:</u>	Poured concrete foundations, wood-frame construction with vinyl or wood siding; asphalt or fiber glass shingled roof.

PARK PLACE CONDOMINIUM

SCHEDULE C

PHASE 1 - DESCRIPTION OF UNITS

Description of the Units in Phase 1 of the Condominium, together with their respective percentage interests in the Condominium.

<u>Unit No.</u>	<u>Area Address</u>	<u>Approximate Percentage (Sq. Ft.)**</u>	<u>Interest*</u>	<u>Rooms</u>
2	4 Stagecoach Circle	3,028	50%	P/DR/K B-3/BR-3/LR/L
6	12 Stagecoach Circle	3,212	50%	P/DR/K B-3/BR-3/LR/L
			100.000%	

<u>Key:</u>	BR = Bedroom	B = Bathroom
	LR = Living Room	DR = Dining Room
	K = Kitchen	BFR = Breakfast Room
	BT = Basement	L = Loft
	P = Porch	

*Subject to reduction, if, as and when future phases are added to the Condominium.

**Square footage does not include basement space or garage, if part of Unit.

Exclusive use areas include main entrances, porches, balconies and patios, if any, as shown on the plans recorded herewith.

PARK PLACE CONDOMINIUM

SCHEDULE D

AGE RESTRICTION REQUIREMENT AND POLICY TO ENSURE ADHERENCE WITH RESTRICTION

Park Place Condominium has been created with the purpose of creating a community whereby all units must be occupied, except as otherwise provided in Section 12A of the Master Deed, by occupants 55 years of age or older. In order to maintain this purpose and in order to comply with the Housing for Older Persons Act of 1995, the following restrictions, regulations and policies shall apply to all residents and prospective residents:

1. All residents and prospective residents shall be required to provide to the Trustees and/or Declarant evidence of complying with the age restriction. To that end, the Trustees and/or the Declarant shall have the authority to conduct an age verification of all occupants in each unit from time to time and all occupants shall be required to provide the information required by the age verification.

2. The verification shall be in a form adopted from time to time by the Trustees. The verification may contain requests for information including, but not limited to, the following in order to prove age verification:

- (a) Date of birth for any occupant.
- (b) Dates of birth for each unit owner with back-up information.
- (c) Copies of driver's license, voter registration card, birth certificate and/or Medicare card or other proof of age and residence for each occupant and each unit owner.
- (d) The date the occupants first began to reside in the dwelling.
- (e) The identity and location of the specific dwelling.
- (f) The signatures of the occupants for additional verification of the accuracy of the verification information.

3. The initial form of verification is attached hereto but may be modified from time to time by the Trustees and/or Declarant. No person shall occupy a unit at the condominium without obtaining prior written approval from the Trustees.

4. The Trustees may rescind approval for occupancy if they determine that any information provided to the Trustees by the occupant was false or inaccurate.

5. Violation of Section 12(A) shall be considered to constitute irreparable harm to the Trustees, Trust and other owners and residents and therefore, the Trustees and any Unit Owner shall be entitled to obtain injunctive relief from a Court of competent jurisdiction for any such violation.

6. If any unit owner and/or occupant violates these rules and regulations or any other provision of the Master Deed and Trust, said unit owners and/or occupants shall be subject to a fine of \$50.00 per violation and shall be responsible for all costs, fines and attorneys' fees incurred related to enforcing the restriction. Each day of a violation shall constitute a new violation. Said fines, costs and attorneys' fees shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.

7. The Trustees shall have the power to enforce any violations of the age restriction by Court action or otherwise against the unit owners and/or occupants and all costs incurred in said action, including but not limited to, reasonably attorney's fees and costs shall be the responsibility of the unit owners and shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.

8. The Trustees may establish additional requirements to preserve the community as intended and to ensure compliance with the Housing for Older Persons Act of 1995 and Massachusetts General Laws Chapter 151B and any regulation promulgated pursuant to either law.

PARK PLACE CONDOMINIUM

SCHEDULE D-1AGE REQUIREMENT VERIFICATION

Unit #: _____

Address: _____

Telephone Number: _____

Names of All Proposed Occupants: _____
_____Dates of Birth of Each Proposed Occupant: _____
_____Driver's License Numbers of all Occupants: _____

A Copy of a Driver's License is required to be attached hereto for all proposed Occupants.

Proposed Occupancy Date: _____

I/we, the undersigned, being the proposed Owners and Occupants of the above-captioned Unit, hereby certify that we have read the condominium documents and the rules and regulations and agree to be bound by the terms thereof.

Executed under seal this _____ day of _____, 20____.

Signature-Owner Print Name: __________
Signature-Owner Print Name: __________
Signature-Owner Print Name: __________
Signature-Owner Print Name: _____

PARK PLACE CONDOMINIUM

SCHEDULE E

SATELLITE AND ANTENNA RESTRICTIONS

1. Definitions.

(a) Video Antenna means an antenna or satellite dish designed to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, wireless cable and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location - The definition does **NOT** include, among other things, Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Video Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Antenna or similar structure are part of the Video Antenna. .

(b) Impermissible Antenna means any antenna, satellite dish, or structure used to transmit or receive radio, television, cellular, or other signals other than a Video Antenna permitted in 1(a) above.

2. (a) No resident shall install a Video Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Video Antenna which encroaches on the air space of another owner's unit or limited common areas or onto the general common areas does not comply with this rule.

3. If a Video Antenna is installed in a limited common areas or exclusive use areas appurtenant to the unit where the resident resides, such installation shall be subject to the following:

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

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height

must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Video Antennas should be placed in areas designated by the Board that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Video Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common areas or exclusive use areas. In no event may Antennas be installed on roofs, lawns or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

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

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

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

(g) Any resident installing, maintaining, or using a Video Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties or impair the watertight integrity of the building.

(h) The residents who own or use a Video Antenna are responsible for all costs associated with their Video Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Video Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Video Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Video Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Video Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to

the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

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

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

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses. In addition, the Board may seek injunctive relief.

5. Impermissible Antennas as defined in Section 1(b) are prohibited.

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

7. The resident is responsible for the immediate removal of the Video Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Video Antenna, the Board may do so at the resident's expense.

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

9. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines,

reasonable attorneys fees and costs and expenses as provide by applicable law if these rules are violated. In addition, injunctive relief may be obtained.

10. This restriction may be amended from time to time as the Trustees deem necessary.

PARK PLACE CONDOMINIUM

SCHEDULE E-1

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

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

TO: Park Place Condominium Trust
c/o Dalewoods Corporation
370 Main Street, Ste 700
Worcester, MA 01608

FROM: Owner's Name: _____
Mailing Address: _____

Phone (home): _____
Phone (work): _____
Unit Address: _____

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

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

Installation will include a mast: ___ no ___ yes

If yes, insert total length or height of mast: ___ feet.
(Note: mast may not exceed 12 feet.)

Installation will be done by: ___ resident ___ licensed contractor

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

Name: _____
Address: _____

Tel. No.: _____
Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming Park Place Condominium Trust and its managing agent as an additional named insured is attached hereto and made a part hereof.

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

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

___ yes ___ no

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

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

Signature: _____
Date: _____

PARK PLACE CONDOMINIUM

SCHEDULE F

TOWN OF WESTBOROUGH COMPREHENSIVE PERMIT (CERTIFICATE OF NO
APPEAL) ATTACHED



TOWN OF WESTBOROUGH MASSACHUSETTS

BOARD OF APPEALS

TOWN HALL, WEST MAIN STREET
WESTBOROUGH, MA 01581

Bk: 43340 Pg: 374

Page: 1 of 21 09/25/2008 11:06 AM WD

CERTIFICATE OF NO APPEAL

COMPREHENSIVE PERMIT: Massachusetts General Laws, Chapter 40B,
Sections 20-23.

PETITIONER NAME (S): Westwood Associates, Inc.
ADDRESS: P.O. Box 250, Shrewsbury, MA

PROPERTY OWNER(S): Jane L. Urbec
ADDRESS: 8 Rock Spring Lane, Southborough, MA 01772

LOCATION: 24 Park Street, Westborough, MA 01581
(Assessors' map 27, parcel 58A)

DEED REFERENCE: Book 29070; Page 114
Dated: February 19, 2003

PROPERTY OWNER(S): Sage Investors, Inc.
ADDRESS: 370 Main Street, Worcester, MA 01608

LOCATION: 26 Park Street, Westborough, MA 01581
(Assessors' map 27, parcel 59)

DEED REFERENCE: Book 29070; Page 111
Dated: February 19, 2003

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TOWN OF WESTBOROUGH
2008 AUG 19 PM 1:06
TOWN CLERK'S OFFICE

This is to certify that the Notice of Approval of the granting of a Comprehensive Permit by the Board of Appeals was duly recorded in the Office of the Town Clerk on Aug 19, 2008 at 1:06 pm. The Board granted a Comprehensive Permit under Chapter 40B, Sections 20-23 of the Massachusetts General Laws. No Notice of Appeal of such approval was filed within the twenty days next after receipt and recording of such Notice of Approval, the appeal period ending on September 8, 2008.

A true copy ATTEST:
(seal)


Town Clerk/Assistant Town Clerk, Westborough, MA

WENDY L. MICKEL
Printed name

9/12/08
Date

Michael

2/24



TOWN OF WESTBOROUGH MASSACHUSETTS

BOARD OF APPEALS

TOWN HALL, WEST MAIN STREET
WESTBOROUGH, MA 01581

COMPREHENSIVE PERMIT APPLICATION: PARK PLACE DECISION LETTER

The Westborough Zoning Board of Appeals ("the Board") has before it a plan entitled "Park Place in Westborough, Massachusetts" for 24 and 26 Park Place, Westborough, submitted by Westwood Associates, Inc. The plans was originally proposed under Chapter 40B of the General Laws of the Commonwealth of Massachusetts, on May 29, 2007, for a thirty-six (36) unit development; and later revised on November 20, 2007, as a twelve (12) unit condominium development intended exclusively for residents over the age of fifty-five (55). The final plan was revised several times during the public hearing phase with the last revised plan dated June 16, 2008, with addendums dated July 15, 2008, and July 29, 2008. (See Exhibit A attached)

Wherever used in this decision the term "Applicant" shall include "Applicant, or Successor."

FINDINGS OF FACT

The site of 4.49 acres is two parcels shown on the plan at 24 and 26 Park Street (Assessor's Map 27, Parcels 58A and 59). It is east of the Westborough Town Center and southerly of the commercially zoned area at the intersection of Park Street and Route 9. The north portion of the site is zoned as Highway Business (BA). The southern portion is zoned Single Residential (RA). A plan showing thirty six (36) units ("the Original Plan") was originally submitted to the Westborough Zoning Board of Appeals on May 29, 2007, reviewed by the Zoning Board of Appeals, the Town Engineer, the Planning Board and other Town officials and heard by the Zoning Board of Appeals. Prior to a decision, the plan was revised by the Applicant on February 26, May 12, and July 30, 2008, ("the Revised Plan") to show twelve (12) units, of which twenty-five (25) percent or three (3) units are to be affordable in perpetuity as defined by MGL, Chapter 40B and the Housing Appeal Committee regulations. The revision was accompanied by a "Drainage Analysis" prepared by Hannigan Engineering, Inc., Leominster, Massachusetts, dated November 19, 2007, and revised through July 30, 2008.

The original Project Eligibility (Site Approval) Letter was amended by the Department of Housing and Community Development ("DHCD") on December 21, 2007 to approve twelve (12) townhouse condominium ownership units of which three (3) units are to be

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designated as affordable units (see below). All twelve (12) units are designated for occupancy by persons fifty-five (55) years of age or older.

The applicant requested a Comprehensive Permit under Chapter 40B of the General Laws of Massachusetts and requested exemptions from the Westborough Zoning Bylaws and the Rules and Regulations Governing the Subdivision of Land to the extent applicable to the project. Each plan revision necessitated review by Town officials and by the Board of Appeals and its consultant.

The following documents were filed, with twenty one (21) copies:

1. Application Form dated May 30, 2007.
2. Certified List of Abutters, certified by the Westborough Board of Assessors April 23, 2007.
3. Project Eligibility (Site Approval) Letter dated October 6, 2006 by the Massachusetts Department of Housing and Community Development (DHCD) for the original plan and by a letter dated December 21, 2007 for the revised plan.
4. Evidence of Site Control, Worcester County Registry of Deed stamped February 18, 2003.
5. Unsigned limited dividend organization document.
6. Requested Waivers. List for the original filing, May 7, 2007 and for the revised plans through May 12, June 4, and July 15, 2008.
7. Drainage Analysis, prepared by Hannigan Engineering, submitted November 19, 2007 for the original plan, and February 26, and July 30, 2008 for the revised plan.
8. Definitive Development Site Plans (including Existing Conditions) dated June 16, 2008, which supersedes all previous plans, Parking Addendum Plan dated July 15, 2008, and Addendum #1, dated July 29, 2008.
9. Architectural Building Floor, Roof and Elevation Plans, for the original plan in 2007, and for the revised plan on June 30, 2008.
10. "Comprehensive Appraisal", Allied Appraisal Associates of New England, Inc., Worcester, MA, January 3, 2008*.

Filing fee in the amount of \$50.00 and subsequent payments of \$10,000.00 and \$5,000.00 for review costs for the two submitted plans, or a total of \$15,050.00 was received by the Zoning Board of Appeals.

* The Board has noted that the appraised value of the property provided by the applicant is considerably higher than the assessed value of the land. The appraiser appears to have underestimated the affect of the large amount of the site which is unbuildable wetlands.

Acting under the Town of Westborough Zoning Bylaws, Chapter 40B of the General Laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Zoning Board of Appeals, the Zoning Board of Appeals gave notice in the Westborough News on June 8 and 15, 2007 of a public hearing to be held June 25, 2007. Notice was also posted in the usual posting place, the Town Hall. Certified letters were mailed to abutters and the following were notified of the filing of this application:

The Westborough Board of Selectmen
 The Westborough Planning Board
 The Westborough Board of Health
 The Westborough Police Chief
 The Westborough Fire Chief
 The Westborough Conservation Commission
 The Westborough Historical Commission

The Westborough Department of Public Works
 The Westborough Inspector of Buildings
 The Westborough Housing Authority
 The Westborough Town Engineer
 The Town Counsel
 The Water Department (see DPW)
 The Housing Partnership

Note: Letters with comments were received from the following of the above Boards and officials and are on file with the Board of Appeals:

	Original Plan	Revised Plan
Board of Selectmen (LIP)	June 25, 2007*	October 17, 2007
Town Planner	November 29, 2007	March 20, 2008
Police Chief	(verbal)	(verbal)
Housing Partnership	June 25, 2007	May 15, 2008
Town Engineer	June 20 and July 11, 2007	December 3, 2007; March 5, and July 25, 2008
Fire Department		November 20 and 30, 2007, January 9, March 4, July 24, and August 4, 2008
Historical Committee	June 13, 2007	November 30, 2007
Town Counsel	June 8, 2007 (verbal)	July 21, 2008 (email)
Building Department		July 30, 2008

*Pre plan letter of approval March 23, 2005

The public hearing opened on June 25, 2007 and was continued to July 16, 2007; September 24, 2007; December 3, 2007; March 10, 2008; June 2, 2008; June 23, 2008 and August 4, 2008, at the mutual consent of the Board and the Applicant. In addition, two working sessions were held on March 31, 2008, and May 12, 2008, at which the Applicant, Board members, and the public were present. The two working sessions were conducted in adherence to DHCD Guidelines. All members of the Board of Appeals attended each session of the hearing in its entirety except for David Lamothe, who missed the meeting held on July 16, 2007, but has certified that he has examined all evidence received at the missed session, including the audio recording of the missed session and the minutes thereof; and ZBA Board Chairman Donald Gillis, who missed the August 4, 2008, meeting due to illness; and did not vote on or sign the Decision Letter.

Notice of the continuances was posted in the usual posting places. Issues, which were added or revised, related primarily to the number of units, drainage, parking, and road design. The Revised Plan, dated February 26, 2008, was submitted to the Board by the engineer, Hannigan Engineering, for the Applicant on March 3, 2008, and was revised and amended again on May 10, June 16, July 15, and July 29, 2008.

A list of waiver requests, dated November 19, 2007 revised through June 4, July 15, and July 30, 2008 (Exhibit B), was prepared by the Applicant and used by Board of Appeals in its deliberations. The decision of the Board on each request is incorporated in this decision where appropriate.

The proposed development has positive attributes. It will provide affordable housing, and it is not inconsistent with the predominant land use in the area. On the other hand, the Board of Appeals recognizes that portions of the site are environmentally sensitive, that traffic in the area will be impacted by the development and that the development will place burdens on the Town services.

The Comprehensive Permit Application of Westwood Associates, Inc. has been found to meet the following procedural requirements:

- a. The Applicant is a limited dividend organization within the meaning of Massachusetts General Laws, Chapter 40B and 760 CMR 56.02 and distributions shall be limited according to Chapter 40B and the applicable Regulatory Agreement governing the pertinent housing programs providing the subsidy. The restriction on dividends shall be governed by the applicable Regulatory Agreement governing the project and applicable regulations governing affordable units pursuant to G.L. c. 40B. The Applicant has agreed to limit its profits on the project as provided in said Regulatory Agreement. The Applicant will provide the ZBA with a certificate of existence issued by the Commonwealth of Massachusetts in the event of the formation of a project specific limited liability company which shall execute the Regulatory Agreement. Westwood Associates, Inc. will submit an affidavit to the Board before the Board grants this permit in which Westwood Associates, Inc. agrees to limit the profit on this project in accordance with the regulatory agreement.
- b. The Applicant has presented the Board with evidence that it has control of the site, specifically, a quit claim deed dated February 18, 2003.
- c. Determination of Project Eligibility for the original plan was received from the Massachusetts Department of Housing & Community Development in a letter dated October 6, 2006 and for the revised plan December 21, 2007. Pursuant to 760 CMR 31.01(f), the project is considered to be fundable by a subsidizing agency under a low and moderate income housing subsidy program.
- d. The project as herein proposed is consistent with local needs of the Town of Westborough within the meaning of MGLc. 40B, sec. 20.

After review of all the evidence presented to the Board at the Public Hearing, reports from Town Boards and officials, and with the concurrence of the applicant, the Board hereby

votes to grant the Comprehensive Permit for twelve (12) units to be constructed in accordance with the plan dated June 16, 2008, with two (2) addendums dated July 15 and July 29, 2008, subject to the following conditions and waivers from *Town Zoning and Town Regulations* (see Exhibit B). Any waiver request not specifically shown is assumed to be denied.

CONDITIONS RELATING TO CONSTRUCTION

1. Construction shall begin within three (3) years of the date of the issuance of the Regulatory Agreement, and shall proceed continuously until completion, no more than eighteen (18) months from the start, unless otherwise approved by the Board of Appeals.
2. A construction sign will be posted on the site as required by the Police Chief prior to the start of site work and will be removed after occupancy of the last condominium unit.
3. Require construction vehicles to in so far as possible avoid peak traffic hours on all streets. The Applicant will notify the Westborough Police Chief as to the hours of operation.
4. Conform to all applicable regulations for bonding, safety and control of blasting.
5. Employ measures to control dust during the construction process.
6. Complete roads, drives and parking areas to the binder coat to provide sufficient access to any completed units as approved by the Town Engineer prior to the issuance of occupancy permits.
7. No foundations will be left uncapped except during active construction period.
8. Prior to start of site work and demolition, notify the Historical Commission of the start dates and allow reasonable access to the site for the purpose of metal detection for historical artifacts, per the Historical Commission's request dated June 13, 2007.
9. The Applicant shall provide a cost estimate, to be approved by Town Engineer, for site construction without the sewer/water foundations and site amenities. This amount shall be provided in a form of security to be approved by the Town Counsel and Town Treasurer in order to assure that the site will be stabilized in the event the developer experiences unexpected financial hardship, delays or prolonged project stoppage.
10. A final set of plans shall be submitted and reviewed by Building Commissioner and Town Engineer prior to construction start.
11. Before construction begins, the property line at the southeast intersection with Park Street will be determined by a qualified surveyor and staked.

CONDITIONS RELATING TO STRUCTURES

1. No extension of the building footprints, enlargement or addition to the structures as shown on the plans and the floor plans submitted with the application, other than enclosure of the decks, will be allowed. The Applicant shall file a set of as-built plans with the Building Department upon completion of construction. Any addition to the buildings must be approved through the normal Special Permit process.
2. Space not shown on the plans as bedrooms shall not be used as bedrooms.
3. Locate the mailboxes on site as approved by the U.S. Postal Service.

CONDITIONS RELATING TO TRAFFIC AND PUBLIC SAFETY

1. Easements. Unpaved access strips to the rear of the property, as shown on the plan as "Basin Access", shall be maintained properly by the Condominium Association for detention basin maintenance purposes. Any future improvement on the easement will be subject to approval of the Zoning Board of Appeals. See also 5a.
2. Parking Spaces. The designated guest parking spaces on Park Street shall be located on the north side of the site closer to the neighboring commercial development and shall not be for resident use or overnight parking. Spaces for the handicapped not on private driveways, if any, will be constructed and marked as such as approved by the Town Engineer. All spaces will be maintained and plowed by the Condominium Association. There shall be no parking in the cul-de-sac, which shall be marked with at least three (3) "No Parking Fire Lane" signs per Bureau of Fire Prevention memorandum dated March 4, 2008.
3. Snow Storage. The turnaround (cul-de-sac), other than the center island, is not to be used for snow storage.
4. Lighting Plan. Final lighting plan including street and building lighting will be reviewed and approved by the Westborough Inspector of Buildings prior to installation. All lighting shall be shielded.
5. Others. The applicant shall comply with the following:
 - a. Areas shown as Basin Access to rear land and along Park Street will be maintained clear of vegetation.
 - b. Provide a sidewalk on Park Street from the site to the Commercial Area to the north of the site as shown on the plan.
 - c. By the terms of the Condominium Master Deed, prohibit any home-based offices, businesses or occupations that involve clients or customers visiting on a regular basis so as to minimize traffic impact on the neighborhood.

- d. Name the street shown on the plan, as approved by the Police Chief, to assure no confusion with the name of any other street in the Town.
- e. Provide "reduced speed" signs on Park Street where and as required by the Westborough Police Chief and, if required, subject to approval by the Massachusetts Highway Department.
- f. No speed bumps will be constructed on the site unless approved by the Westborough Police Chief.
- g. Except for the entrance sign shown on the final Revised Plan, no other signs will be allowed.
- h. Provide vegetative screening at the southerly side of the site as shown on the plan, at the northerly side to reduce the impact of lighting from the adjacent commercial area, and along Park Street to reduce the impact of vehicular lights on properties on the east side and on the property line on Park Street for safety. Approval of the vegetative screening shall be obtained from the Town Engineer before construction begins on the site. Said vegetative screening shall be properly maintained by the Condominium Association.
- i. Brush and tree cutting will be as required by the Town Engineer to assure safe sight lines; maintenance of the sight lines shall be by the Condominium Association.
- j. Provide sprinklers as required by law

CONDITIONS RELATING TO THE ENVIRONMENT

1. Occupancy. Prohibit occupancy of any unit until such unit is connected to municipal water and to the municipal sewer system.
2. Curbing. Provide granite curbing at the intersection of the entrance to the development with Park Street as show on the plans.
3. Maintenance of Common Areas. Provide in the Master Deed that the Condominium Association will be responsible for street maintenance, snow removal and disposal, trash receptacles and trash removal, perimeter vegetative screening, landscaping, and all other maintenance of the site. In addition, the Applicant will file the Draft Master Deed with the Board before the Applicant obtains a building permit or begins construction on the project.
4. Stump Dumps and Construction Materials. Prohibit stump dumps or burial of construction or demolition materials on site without the approval of the Zoning Board of Appeals.
5. Westborough Water Department Regulations. Abide by the applicable regulations of the Westborough Water Department when using water supplied by the Town of Westborough.

6. Conservation Commission Conditions, If Any. The applicant will comply with the Order of Conditions, if any, issued by the Conservation Commission, or, if applicable, the Superseding Order of Conditions issued by the Department of Environmental Protection. If changes in the plan are necessitated by any such Order of Conditions, they will be submitted to the Zoning Board of Appeals for review and approval.
7. "No-Build" Zones. Designate "no-build" zones which will remain in their natural condition and in which no building or structure will be allowed unless the same shall hereafter be approved by the Zoning Board of Appeals.
8. Entrance Signs. Limit entrance signs to one not to exceed a total of sixty (60) square feet, which is to be located as shown on the Revised Plan.

CONDITIONS RELATING TO THE GREEN ENVIRONMENT

1. Planted Areas. Any installed irrigation system for the planted areas shall make use of on-site water sources as much as possible.
2. Cul-de-sac. Island of the cul-de-sac shall be maintained as a pervious surface.
3. Screening. Natural screening at the north and south property lines in the areas shown on the plan as "Vegetative Screening" areas shall be as specified and approved by the Town Engineer.

CONDITIONS RELATING TO AFFORDABLE HOUSING UNITS.

1. Preference. To the extent allowed by law, occupancy preference will be given to residents of the Town of Westborough over the age of fifty-five (55).
2. Sale of Units. Affordable units will be for sale to buyers over the age of fifty-five (55) with a household income at or below eighty percent (80%) of the Town median income as determined by the U.S. Department of Housing and Urban Development or applicable successor federal agency and State regulations.
3. Perpetuity. Affordable units, as defined by applicable State regulations and financing agencies, will remain affordable in perpetuity as recorded in the Deed Rider for each units. Any resale shall be governed by the regulations of DHCD and the guidelines for the Local Initiative Program, and monitored by DHCD or its designated agent.
4. Condominium Fee. The condominium fees and any special assessments for the affordable units shall be based on the beneficial interests assigned to the affordable units as defined in the master deed and condominium documents. The fees and assessments shall remain proportionately lower than those for the market rate units. This provision shall not be revoked or changed by vote of the Condominium Association. The condominium fee schedule and assignment of beneficial interests to

each unit shall be approved by DHCD and filed with the Board prior to signing of the Regulatory Agreement.

5. DHCD Guidelines. The Applicant shall comply with all applicable DHCD guidelines regarding affordable housing.
6. Lottery for Affordable Units. The Westborough Housing Partnership shall be involved, to the extent allowable by law, in the marketing and lottery process for the affordable units.

CONDITIONS RELATING TO OTHER WAIVER REQUESTS AND ADMINISTRATION

1. Regulatory Agreement. Prior to obtaining any building permit for the Project or beginning construction on the Project, the Applicant shall execute the Regulatory Agreement required by DHCD substantially in the form and content of the sample "Regulatory Agreement" on file with the Board, cause the Regulatory Agreement to be fully executed by all parties, and file a fully executed copy with the Board. The Applicant shall be bound by the terms of said Regulatory Agreement. The Regulatory Agreement provides among other things that the Applicant agrees that the aggregate profit from the Project which shall be payable to the Applicant, or to the partners, shareholders or other owners of the Applicant or the Project shall not exceed twenty percent (20%) of Total Development Costs of the Project (the "Allowable Profit"), which shall be certified by DHCD or its approved Monitoring Agent.
2. Monitoring Services Agreement. Prior to obtaining any building permit for the Project or beginning construction on the Project, the Applicant shall execute a Monitoring Services Agreement with a Monitoring Agent if required and designated by DHCD.
3. Deed Rider. All Affordable Units shall remain affordable in perpetuity. At the time of sale of each Affordable Unit by the Applicant, the Applicant shall execute and shall as a condition of the sale cause the purchaser of the Affordable Unit to execute a Deed Rider in the form required by DHCD and substantially in form and content of the sample "Deed Rider" on file with the Board.
4. Fees. Prior to beginning construction, the applicant will reimburse the Zoning Board of Appeals for all costs, consultant services and review costs in excess of the fifteen thousand dollars (\$15,000) already paid to the Town of Westborough for the review of the first plan and for the review of the second plan. Any unexpended balance will be returned to the applicant. The applicant shall pay all other consultant fees for monitoring the project for compliance with the terms of this permit, Town Bylaws and regulation requirements not waived by this permit, and shall reimburse the Town for all other permits and approvals with respect to this project for which the Town has responsibility. As agreed by the petitioner, in addition to the standard fees, the applicant will make payment to the Town of Westborough for inspection services provided.

5. Signed Plans. Prior to beginning construction, the architectural plans, as submitted with the application and made part of this decision, shall be signed and filed with the Inspector of Buildings.
6. Inspection. Inspection of site construction will be by the Town Engineer for the Planning Board and will follow the usual procedures of the Planning Board, including the payment of reasonable and customary inspection fees. See Rules and Regulations Governing the Subdivision of Land, Westborough Planning Board, revised 2000.
7. Bonding. Upon the completion of the binder coat for on site roads, the applicant shall provide a bond or other security approved by Town Counsel and Town Treasurer for the finish coat for all the site roads in an amount to be determined by the Town Engineer. Additionally, the Applicant shall provide a certificate of insurance in the amount of one million dollars per claim/two million in the aggregate to cover any damage caused to the property of the Town by the construction vehicles used in connection with the construction of the property.
8. Waivers. Except as specifically waived herein in accordance with the "List of Waivers," (Exhibit B) dated November 19, 2007 and revised through July 15, 2008, prepared by the Applicant, no other Town Bylaws or rules and regulations are waived.
9. Habitable Structures. No structures, garages or structures other than those shown on the plan will be erected on the site without the approval of the Board of Appeals.
10. Engineering Details. Engineering details as shown on the plan will be complied with unless other standards are approved by the Town Engineer in writing prior to the beginning of construction or on site during construction, all in accordance with the Town Engineer's memorandum to the Board, dated December 3, 2007; and March 5, 2008, and a letter to Hannigan Engineering and the Applicant dated July 25, 2008, and the Applicant's response in a letter to the Board dated July 30, 2008.
11. Final Plan. A final plan, as approved, with the appropriate Engineer's signatures and seals, showing all changes requested and contained in this decision will be submitted to the Board of Appeals for approval within forty-five (45) days after the filing of the Decision with the Town Clerk. Minor changes may be made with the approval of the appropriate Town Board or Department, e.g. curbing material.
12. Major Changes. Any major changes required by any public agency or official shall be submitted to the Zoning Board of Appeals for review and approval to assure consistency with other elements of the plan. Should any abutting land be proposed for development requiring access through Park Place, the approval of the Zoning Board of Appeals after a public hearing and of the Condominium Association is required except as provided in Condition 11 of this section.
13. Architectural Plans. Prior to the start of construction of any buildings, signed architectural plans will be filed with the Zoning Board of Appeals and with the Inspector of Buildings.

14. Assignment. Westwood Associates shall not assign its interest in this Comprehensive Permit without the consent of the Zoning Board of Appeals. All conditions of the permit shall be binding on any successor, assignee or developer unless otherwise determined by the Zoning Board of Appeals.
15. Financial Analysis. No construction shall begin until the Department of Housing and Community Development approves the appraisal, resulting pro forma and eligibility of the project and notifies the Westborough Zoning Board of Appeals of said approval, prior to execution of the Regulatory Agreement. (See page 4, paragraph a).

Note: the Board waives the need for the applicant to individually show the economic justification of each waiver requested.

Voted to approve, this day, August 4, 2008 by:

Donald Gillis, Chairman

James Johnson

John Rainey

Kenneth Gagnon

David Lamothe

Park Place Decision

EXHIBIT A

Revised Plans with Addendums

**Note: Plans and Addendums are on file
with the Town Clerk**

Park Place Decision

Exhibit B

**List of Waivers Requested and Approved by the Board
Revised Through July 15, 2008**

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PARK PLACE
TOWN OF WESTBOROUGH
ZONING BOARD OF APPEALS

List of Waivers
 November 19, 2007
 Revised through: July 15, 2008

The list of waivers identified below represents the waivers required at the time of submission of the Comprehensive Permit Application to the ZBA, and subsequent revisions. It is understood that the list of waivers may be subject to change during the Comprehensive Permit process and that waivers shall ultimately be based on the final site plans approved by the ZBA.

I. ZONING BY-LAWS

ARTICLE 1. ADMINISTRATION AND PROCEDURE

1200 ADMINISTRATION

1240 SITE PLAN REVIEW FINDINGS PROCEDURES

"The Board of Selectmen shall review site plans for development prior to approval of application for Building Permits for all uses specified in Section 2200, Use Regulations, and which involve six (6) or more parking spaces; to make findings and determinations in regard to such cases in conformity with Section 1241 of this Bylaw."

Waiver to allow the comprehensive permit as issued by the Zoning Board of Appeals to serve as the Site Plan Review Special Permit.

ARTICLE 2. DISTRICT REGULATIONS

2100 ESTABLISHMENT OF DISTRICTS

2140 –Split Lot– *"Where a district boundary line divides any lot existing at the time such line is adopted, the regulations for any district in which the lot has frontage on a street may be extended not more than thirty feet into the other district."*

Waiver to allow Multifamily Development (Garden Apartments/Townhouses) within the Highway Business (BA) and the Single Residential (R) districts with the Comprehensive Permit serving as a Special Permit from The Board of Appeals regardless of the zoning line location.

2300 USE REGULATION SCHEDULE

Waiver to allow Multifamily Development (Garden Apartments/Townhouses) within the Highway Business (BA) and the Single Residential (R) districts with the Comprehensive Permit serving as a Special Permit from The Board of Appeals.

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2500 DIMENSIONAL REGULATIONS

2540 – Multiple Buildings – *“Not more than one principal building shall be erected on a lot, except as allowed elsewhere in the Bylaws.”*

Waiver to allow more than one principal building on a lot, as would be allowed in the AA district with Multifamily Development (Garden Apartments/Townhouses)

2600 DIMENSIONAL SCHEDULE

2610 – Use Category Multifamily Development (Garden Apartments/Townhouses):

	<u>Existing</u>	<u>Proposed</u>
Minimum front yard setback	100 feet	25 feet
Minimum side setback	50 feet	35 feet
Minimum rear setback	50 feet	50 feet

Waiver to allow the required building setbacks as outlined above.

2610 – Use Category Multifamily Development (Garden Apartments/Townhouses):

Minimum building separation on same lot	50 feet
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Waiver to allow the Minimum Building separation on the same lot to be 20 feet.

2610 – Use Category (Other):

	<u>Existing</u>	<u>Proposed</u>
Minimum front yard setback	50 feet	25 feet
Minimum side setback	15 feet	35 feet
Minimum rear setback	30 feet	50 feet

Waiver to allow the required building setbacks as outlined above.

ARTICLE 3. GENERAL REGULATIONS

3100 PARKING AND LOADING REQUIREMENTS

3130 – *“No off-street parking area shall be maintained within ten (10) feet of a street line.”*

Waiver to allow six parking spaces to be within ten feet of a street line at the location shown on the Parking Addendum Plan.

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3131 – *"Parking area use shall not require backing on a public way."*

Waiver to allow the six parking spaces along Park Street, as shown on the Parking Addendum Plan, to back onto a public way.

3300 SIGN REGULATIONS

3331 (b) – *"One (1) identification sign for each community facility provided; said sign area shall not exceed twelve (12) square feet, if lighted, it shall be illuminated with white light by indirect method only and it shall be set back from the front lot line by not less than one-half (1/2) the depth of the front yard."*

Waiver to allow the setback for the identification construction sign to be eight feet, as shown on the site plans.

ARTICLE 4. SPECIAL REGULATIONS

4100 EARTH MOVING REGULATIONS

4112 – *"Earth moving and/or clearing incidental to construction of a lot where such earth moving is explicitly allowed under a currently valid Building Permit; however, should said earth moving exceed five hundred (500) cubic yards or clearing activity disturb an area more than 20,000 square feet of land, Section 4120 through 4160 shall apply unless waived by the Permit Granting Authority."*

Waiver to allow earth moving to exceed five hundred cubic yards and clearing activity to disturb an area more than 20,000 square feet of land with the Comprehensive Permit acting as the Special Permit from the Zoning Board of Appeals.

II. SUBDIVISION REGULATIONS

SECITON IV. DESIGN STANDARDS

(B) (1) (b) – *"The minimum width of pavement in all proposed streets shall be thirty (30) feet, except with turn-arounds at the end of a dead-end street as defined below."*

Waiver to allow a pavement width of 24 feet along the entrance drive and 30 feet through the cul-de-sac.

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(B) (1) (d) (6.) – *“The Planning Board may, at its option, allow an outside roadway diameter of at least one hundred sixty feet (160') and the placement of a circular landscaped island with radius of at least forty feet (40') at the center of the turnaround, if the dead end street is not intended to connect with another street at some future point in time.”*

Waiver to allow an outside pavement diameter of 104 feet with a circular landscaped island with a radius of 22 feet.

(B) (8) (a) – *“The minimum time of concentration for street drainage shall be ten (10) minutes and for cross culverts shall be twenty (20) minutes.”*

Waiver to allow the minimum time of concentration for street drainage to be three (3) minutes.

(B) (8) (a) *“A sensitivity analysis as to whether the 24 hour rainfall storm or storms such as a 6 or 12 hour rainfall storm should be performed. The 6 or 12 hour rainfall storm should be used in lieu of the 24 hour storm if the sensitivity analysis so indicates.”*

Waiver to allow the drainage system to be designed based upon the 24 hour storm event consistent with the requirements of the Massachusetts Stormwater Management Standards.

(B) (8) (f) – *“The runoff from the roof of each house is to be directed to one or more properly designed dry wells. Dry wells are to be designed to be above the seasonal high ground water elevation and sized to accommodate the first 1" minimum (unless otherwise specified by agency such as the DEP or Conservation Commission) of rainfall.”*

Waiver to allow roof runoff to be directed into detention basins or overland. The majority of stormwater runoff as a result of impervious surfaces has been directed to the detention basins. The detention basins have been designed to accommodate 1" of stormwater runoff.

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**SECITON V. REQUIRED IMPROVEMENTS AND CONSTRUCTION
PROCEDURES FOR AN APPROVED SUBDIVISION**

(C) (7) – *“Berms shall be granite vertical curbing for the entire length of the roadway unless otherwise approved by the Planning Board and Department of Public Works Manager.”*

Waiver to allow sloped bituminous concrete curbing, except at the entrance, as shown on the site plans.

(H) – *“Where site conditions or grading activities associated with roadway construction make tree preservation infeasible, new street trees shall be installed and have at an average spacing of 40 feet on both sides of the proposed roadways.”*

Waiver to allow the trees to be planted as shown on the Landscape Diagram of the Site Development Plans due to the proposed utility locations and the requirements of the DPW for general offsets from trees to utilities.

(I) (2) – *“All drain pipes shall be reinforced concrete conforming at ASTM. Designation C76, Class III pipe, or such higher class as may be required by depth of trench, or as approved by the Public Works Manager and/or Town Engineer, and shall be at least twelve (12) inches in diameter, and shall be laid to a slope which will maintain a velocity of three (3) feet per second when flowing full using $N = 0.013$.”*

Waiver to allow a minimum velocity of two (2) feet per second when flowing full using $N=0.013$.

(I) (3) – *“The minimum slope of the uppermost segment (sewer manhole to sewer manhole) of pipe shall be one foot per 100 feet.”*

Waiver to allow the minimum slope for the uppermost segment of sewer piping to be one-half (1/2) foot per 100 feet (0.005).

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**III. SPECIFICATIONS AND DETAILS FOR THE INSTALLATION OF
DRAINAGE, SEWER AND WATER**

SERVICE LATERALS

(SE-6) – Sewer services *"Lateral shall be installed so as not to cross any other utility and have a minimum distance between nearest utility or sub-drain of ten (10) feet."*

Waiver to allow sewer laterals to cross other utilities and to allow a minimum distance from sewer laterals and other utilities of five (5) feet.

IV. TOWN BY-LAWS

ARTICLE 7. EXTENSION OF WATER MAINS

SECTION 1 & SECTION 2

"Any person desiring to be served by the public water system shall make written application to the Department of Public Works Manager and shall receive an estimate of the cost to the applicant. The Department of Public Works Manager shall by November 15th of each year prepare a list of all water extensions covered by signed guarantees from the applicants, said list to contain the location, length, estimated cost of each, together with the names of the persons requesting same hold a public hearing by December 15th of each year for the purpose of hearing objections to any arguments for such requested extensions."

"In the event that any person wishes to become a water taker immediately and without complying with the provisions of this Bylaw, he shall be required to pay to said Department of Public Works Manager in advance of any construction the full cost of same and may thereafter petition said Department of Public Works Manager for the privilege of being brought under the terms of this Bylaw."

Waiver to allow for the construction of the water connection upon providing written application, without providing the full cost of the construction, to the Department of Public Works, regardless of when the application is filed.

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ARTICLE 9. USE OF PUBLIC WAYS AND PLACES

SECTION 1 (b)

"All driveways and common driveways shall conform to Section IV, Subsection B2, Driveways and Common Driveways of the Rules and Regulations Governing the Subdivision of Land in the Town of Westborough, MA."

Waiver to allow the proposed driveway to be built to the standards as shown on the proposed site development plans.

**ARTICLE 28. DEMOLITION OF HISTORICALLY OR ARCHITECTURALLY
SIGNIFICANT BUILDINGS IN THE TOWN OF WESTBOROUGH**

SECTION 3 (a) & (b)

"Within seven (7) days of receipt of an application for a demolition permit for a structure built prior to 1950, the Inspector shall forward a copy thereof to the Commission. No demolition permit should be issued at that time."

Within twenty (20) days from its receipt of a demolition permit application, the Commission shall determine whether the structure is not a significant building. If the Commission determines the structure is not a significant building the Commission shall notify the inspector in writing and the Inspector may issue a demolition permit."

Waiver to allow the comprehensive permit as issued by the Zoning Board of Appeals to serve as the demolition permit.

PARK PLACE CONDOMINIUM

SCHEDULE G

TOWN OF WESTBOROUGH LOCAL INITIATIVE PROGRAM REGULATORY
AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR
OWNERSHIP PROJECT (ATTACHED)





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**LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 28th day of August, 2009 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Westborough ("the Municipality"), and Fifth CP Realty Trust, under Declaration of Trust dated August 28, 2009, and recorded in Worcester District Registry of Deeds in Book 44814, Page 62 having an address at P. O. Box 250, Shrewsbury, MA 01545, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Park Place at a 4.49 acre site on 24 & 26 Park Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 12 condominium units/detached dwellings (the "Units") and 3 of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded at the Worcester Registry of Deeds (the "Registry") in Book 43340, Page 374 (the "Comprehensive Permit"). The Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines"))) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications") and in accordance with all terms and conditions of the Comprehensive Permit. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____ of the Low and Moderate Income Units shall be one bedroom units;
_____ of the Low and Moderate Income Units shall be two bedroom units;
3 of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units - 700 square feet
two bedroom units - 900 square feet
three bedroom units - 1200 square feet
four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Worcester MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and

Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. (a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.

(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").

(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory and to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality and paid for by the Project Sponsor, provided that the Project Sponsor shall not be required to pay more than \$5000.00 for this purpose. DHCD will reasonably review any inaccuracies

identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.

(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD.

For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines.

At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a

default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a Realty Trust created under Declaration of Trust dated August 28, 2009 and recorded with the Worcester District Registry of

Deeds in Book 44814, Page 62, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.
- (e) (i) That the signatory of the Project Sponsor below is the sole Trustee of said Trust, duly appointed in accordance with the terms of the Trust; (ii) that said Trust has not been altered, amended, revoked, or terminated, and is presently in full force and effect as recorded; (iii) that pursuant to the powers granted under said Trust, the Trustees have the power and authority to execute this Agreement, transfer real estate, and to execute and deliver deeds and related closing documents of any or all trust property; (iv) that if under said Trust the consent of beneficiaries is required to authorize the Trustee(s) to execute this Restriction, that written consent of all beneficiaries has been obtained; and (v) that no beneficiary is a minor, a corporation selling all or substantially all of its assets or a personal representative of an estate subject to estate tax liens or is now deceased or under any legal disability.

10. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached

dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Westborough
Board of Selectman
Town Hall West Main Street
Westborough, MA 01581

Project Sponsor: Fifth CP Realty Trust
P. O. Box 250
Shrewsbury, MA 01545

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, or (b) the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company, or other institutional or governmental lender shall acquire the Project by foreclosure or by instrument in lieu of foreclosure, provided that the holder of the mortgage gives DHCD and the Municipality not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure, or (c) if

a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (d) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired. If this Agreement terminates because of a foreclosure or the acceptance of an instrument in lieu of foreclosure as set forth in clause (b) of this paragraph, the Municipality agrees that if at the time of such termination there is one or more Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions or there is one or more Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, the Municipality shall enter into a new Regulatory Agreement with DHCD with respect to such Low and Moderate Income Units which shall be satisfactory in form and substance to DHCD. The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Project Sponsor, (ii) any person with a direct or indirect financial interest in the Project Sponsor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Project is subsequently acquired by a Related Party during the term of this Agreement, this Agreement shall be revived and shall apply to the Project as though it had never lapsed.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem

necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement by providing written notice of such delegation to the Project Sponsor and the Municipality.

19. When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated July 20, 2009. The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8). The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(e). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).

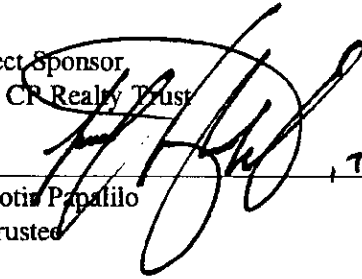
20. Notwithstanding any other provisions of this Agreement it is acknowledged and agreed that:

(a) The Municipality and DHCD agree that the Project Sponsor may convey individual Units in the Project to Westwood Associates, Inc., a Massachusetts Corporation having an address of 370 Main Street, Suite 700, Worcester, Massachusetts, 01608 ("Westwood"), an affiliated entity of the Project Sponsor, immediately prior to and at the same closing of each such Unit from Westwood to a home buyer. A copy of the purchase and sale agreement between Westwood and each home buyer shall be provided to the Municipality and DHCD prior to each closing. If Westwood ceases to be an affiliated entity of the Project Sponsor, or if any change in the ownership or management of the Project Sponsor or Westwood should occur after the date of this Agreement, the Project Sponsor and/or Westwood shall provide notice in writing to the Municipality and DHCD and request their approval to continue the arrangement described in this paragraph, and if such approval is granted this Agreement shall be amended to reflect any such stated change. Any consideration given for the transfer or conveyance of the Project, any portion thereof, or any individual housing unit from the Project Sponsor to Westwood shall be reported in the Certified Cost and Income Statement but shall not be treated as a Project cost or as Project Income.

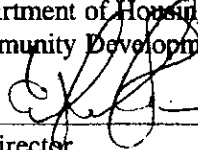
(b) Westwood agrees to convey each Low and Moderate Income Unit conveyed to Westwood by the Project Sponsor to an Eligible Purchaser for no more than the price set forth in Exhibit B of this Agreement together with the Deed Rider in the form of Exhibit C to this Agreement, and agrees to be bounded by all other terms, covenants, and agreements of the Project Sponsor regarding marketing and sale or resale of the Low and Moderate Income Units contained in the Regulatory Agreement. The Project Sponsor shall convey all remaining Low and Moderate Income Units not conveyed to Westwood in accordance with this Agreement.

Executed as a sealed instrument as of the date first above written.

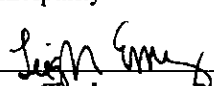
Project Sponsor,
Fifth CR Realty Trust

By:  TRUSTEE
Sotir Papalilo
its Trustee

Department of Housing and
Community Development

By: 
its Director
Associate

Municipality

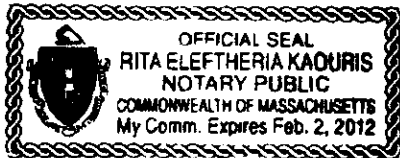
By: 
its Chairman, Board of Selectmen
(Chief Executive Officer)

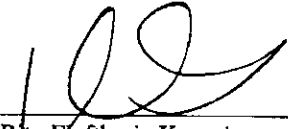
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, ss.

August 28, 2009

On this 28th day of August, 2009, before me, the undersigned notary public, personally appeared Sotir Papalilo, proved to me through satisfactory evidence of identification, which were a Massachusetts driver's license, to be the person whose name is signed on the preceding document, as Trustee of the Fifth CP Realty Trust [Project Sponsor], and acknowledged to me that he signed it voluntarily for its stated purpose.



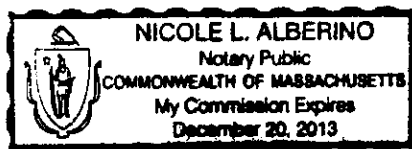

Rita Eleftheria Kaouris, Notary Public
My Commission Expires: February 2, 2012


COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

December 11, 2009

On this 11th day of December, 2009, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which were my personal knowledge, to be the person whose name is signed on the preceding document, as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.




Nicole L. Alberino
Notary Public
Print Name: Nicole L. Alberino
My Commission Expires: 12/20/2013

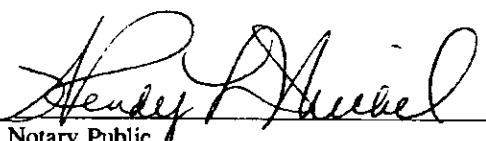
COMMONWEALTH OF MASSACHUSETTS

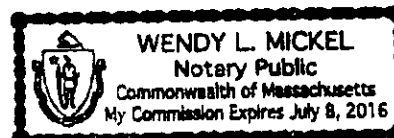
COUNTY OF Worcester, ss.

Sept. 22, 2009

On this 22nd day of September, 2009, before me, the undersigned notary public, personally appeared LEIGH EMERY, proved to me through satisfactory evidence of identification, which were KNOWN, to be the person whose name is signed on the preceding document, as ~~Asst. Town Clerk~~ for the City/Town of WESTBOROUGH, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

*Chairman, Board of Selectmen


Wendy L. Mickel
Notary Public
Print Name: WENDY L. MICKEL
My Commission Expires: 9/22/09 7/8/16



Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

Westwood Associates, Inc.

By Sotir Papalilo
its President and Treasurer

PRESIDENT AND
TREASURER

COMMONWEALTH OF MASSACHUSETTS

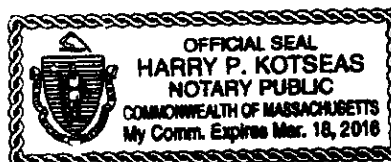
COUNTY OF Worcester, ss.

On this 8th day of October, 2009, before me, the undersigned notary public, personally appeared Sotir Papalilo, the President and Treasurer of Westwood Associates, Inc., proved to me through satisfactory evidence of identification, which were Massachusetts drivers license, to be the person whose name is signed on the preceding document, as President and Treasurer of Westwood Associates, Inc., and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name: Harry P. Kotseas

My commission expires: March 18, 2016



Certification of No Mortgagee

This will certify that the premises known as Park Place, consisting of 4.49 acres of land at 24 & 26 Park Street, Westborough, Massachusetts, shown on a plan entitled "Plan of Land in Westborough, Massachusetts" owned by Bergson Ice Cream & Food Shops, Inc., dated December 7, 1999, scale 1"=40' by Thompson-Liston Associates, Inc., recorded at the Worcester District Registry of Deeds in Plan Book 750, Plan 108 is unencumbered by a mortgage.

Signed this 8th day of October, 2009.

Project Sponsor

Fifth CP Realty Trust

By:

 , TRUSTEE
Sotir Papalilo, its Trustee

COMMONWEALTH OF MASSACHUSETTS

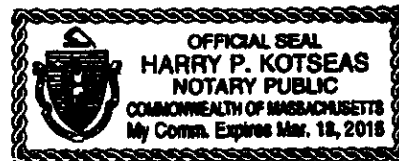
COUNTY OF WORCESTER, ss.

October 8, 2009

On this 8th day of October, 2009, before me, the undersigned notary public, personally appeared Sotir Papalilo, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as trustee of Fifth CP Realty Trust [Project Sponsor], and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Fifth CP Realty Trust.


Notary Public, Harry P. Kotseas
My Commission Expires: 03/18/2016

Rita/ParkPlace/CertNoMtg



CONSENT TO REGULATORY AGREEMENT

Re: Park Place
(Project name)
Westborough
(City/Town)
Fifth CP Realty Trust
(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book _____, Page _____, hereby consents to the execution and recording of this Agreement and to the terms and conditions hereof.

(name of lender)

By: _____
its _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2009

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

EXHIBIT A

Re: Park Place
(Project Name)
Westborough
(City/Town)
Fifth CP Realty Trust
(Project Sponsor)

Property Description

**Park Place
Park Street
Westborough, Massachusetts**

A parcel of land being situated on the westerly side of Park Street, located in the northerly portion of the Town of Westborough, in the County of Worcester. Said lot is shown on a plan entitled "Plan of Land in Westborough, Massachusetts" owned by Bergson Ice Cream & Food Shops, Inc., dated December 7, 1999, scale 1"=40' by Thompson-Liston Associates, Inc. and is recorded at the Worcester District Registry of Deeds in Plan Book 750, Plan 108.

Said lot being more specifically described as follows:

Beginning at a point on the westerly side of Park Street about three hundred twelve and 45/100 feet (312.45') south of Belmont Street, at the southeast corner of Lot 1A at land now or formerly belonging to Bergson Ice Cream & Food Shops, Inc.

THENCE: S.05° 36' 32"E., ninety six and 66/100 feet (96.66') to a point;

THENCE: S.02° 09' 13"E., forty two and 02/100 feet (42.02') to a point;

THENCE: S.00° 50' 32"E., one hundred sixty and 32/100 feet (160.32') to a point;

THENCE: S.02° 09' 42"W., fifty six and 24/100 feet (56.24') to a point at land now or formerly of Henry and Jennie Francesco. The last four lines being by the westerly side of Park Street;

THENCE: S.89° 34' 57"W., five hundred fifty one and 07/100 feet (551.07') by said Francesco land to a point on a stone wall at land now or formerly of Lyman Realty Trust;

THENCE: N.12° 06' 03"W., two hundred forty one and 08/100 feet (241.08') to a drill hole;

THENCE: N.12° 24' 33"W., seventy three and 62/100 feet (73.62') to a point at land now or formerly of Bergson Ice Cream;

THENCE: N.84° 24' 21"E., three hundred sixty seven and 57/100 feet (367.57') to an iron pipe;

THENCE: N.86° 22' 07"E., two hundred forty and 82/100 feet (240.82') to the point of beginning.

The lot is comprised of Parcel 2A and the property known as 26 Park Street as shown on the aforementioned plan and is said to contain 195,682 square feet or 4.49 acres, more or less. The lot is subject to easements and restrictions insofar as they are now in effect.

EXHIBIT B

Re: Park Place
(Project Name)
Westborough
(City/Town)
Fifth CP Realty Trust
(Project Sponsor)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	Sale Price	Condo Fee	% Interest
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ _____	\$ _____	_____
Three bedroom units	\$ <u>167,400.00</u>	\$ <u>100.00</u>	<u>0.0294</u>
Four bedroom units	\$ _____	\$ _____	_____

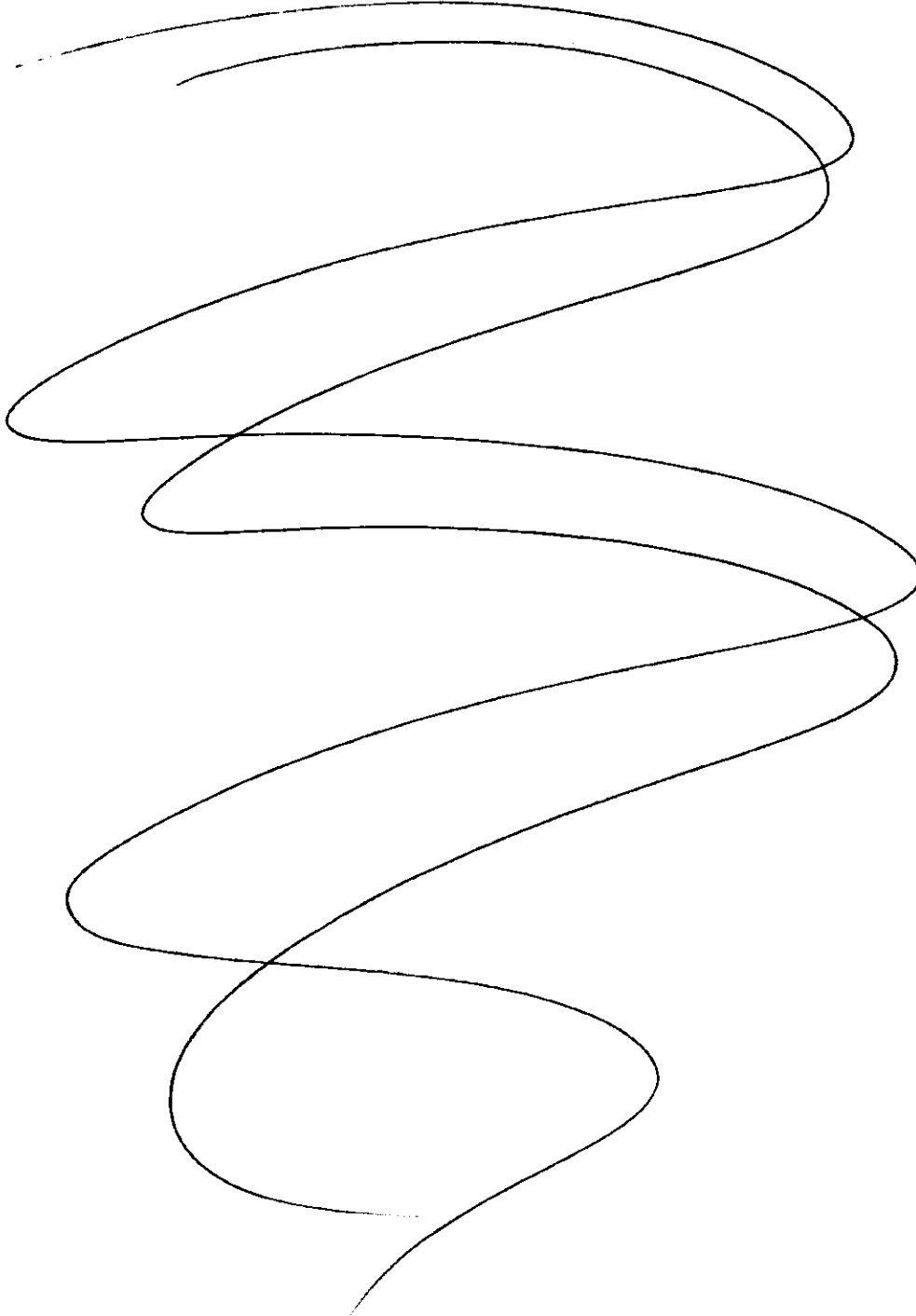
Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers on:

- ☐ a plan of land entitled _____
recorded with the _____ Registry of Deeds in Book _____, Page _____.
- ☐ floor plans recorded with the Master Deed of the _____ Condominium recorded
with the _____ Registry of Deeds in Book _____, Page _____.

EXHIBIT C

[TO BE REPLACED BY BLANK DEED RIDER]



F:\DeedRiderSAR-Massachusetts(Universal)
5/3016

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects In Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200_. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent, provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

- (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein, the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public

My commission expires: _____

PARK PLACE CONDOMINIUM

SCHEDULE H

ORDER OF CONDITIONS (ATTACHED)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number:

332-789



2008 00088613

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A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Westborough
Conservation Commission
2. This issuance is for (check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions
3. To: Applicant:

Sotir

a. First Name

papalilo

b. Last Name

Westwood Associates

c. Organization

P.O. Box 250

d. Mailing Address

Shrewsbury

e. City/Town

MA

f. State

01545

g. Zip Code

4. Property Owner (if different from applicant):

a. First Name

b. Last Name

c. Organization

d. Mailing Address

e. City/Town

f. State

g. Zip Code

5. Project Location:

24 & 26 Park Street

a. Street Address

Westborough

b. City/Town

Map 27

c. Assessors Map/Plat Number

Parcel 58A & 59

d. Parcel/Lot Number

Latitude and Longitude, if known:

e. Latitude

f. Longitude

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Worcester

a. County

b. Certificate Number (if registered land)

111/114

29070/29070

c. Book Page

d. Page Book

7. Dates: January 24, 2008 August 12, 2008 August 19, 2008
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Park Place in Westborough, Massachusetts

a. Plan Title

Hannigan Engineering, Inc.

b. Prepared By

William D. Hannigan

c. Signed and Stamped by

Revision through 8/18/08 with Addendums

1"=30'

d. Final Revision Date

e. Scale

Drainage Analysis Report

Revisions 7/30/08

f. Additional Plan or Document Title

g. Date

12/2/08



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number:

332-789

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☐ Private Water Supply e. ☐ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

3. <input checked="" type="checkbox"/> Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)				10 feet a. linear feet
Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet e. c/y dredged	b. square feet f. c/y dredged	c. square feet	d. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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B. Findings (cont.)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

MassDEP File Number:

WPA Form 5 – Order of Conditions

332-789

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
7. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to this Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]

"File Number 332-789"



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

MassDEP File Number:

WPA Form 5 – Order of Conditions

332-789

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

10. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
14. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
15. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
16. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
17. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
18. The work associated with this Order is (1) ☒ is not (2) ☐ subject to the Massachusetts Stormwater Policy Standards. If the work is subject to the Stormwater Policy, the following conditions apply to this work and are incorporated into this Order:
 - a) No work, including site preparation, land disturbance, construction and redevelopment, shall commence unless and until the construction period pollution prevention and erosion and sedimentation control plan required by Stormwater Standard 8 is approved in writing by the issuing authority. Until the site is fully stabilized, construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan, and if applicable, the Stormwater Pollution Plan required by the National Discharge Elimination System Construction General Permit.



Massachusetts Department of Environmental Protection
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WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs until written approval is received from the issuing authority. To request written approval, the following must be submitted: illicit discharge compliance statement required by Stormwater Standard 10 and as-built plans signed and stamped by a registered professional engineer certifying the site is fully stabilized; all construction period stormwater BMPs and any illicit discharges to the stormwater management system have been removed; and all post-construction stormwater BMPs were installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure they are not damaged and will function properly.
- c) Prior to requesting a Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall submit to the issuing authority an Operation and Maintenance (O & M) Compliance Statement for the Stormwater BMPs. This Statement shall identify the responsible party for implementing the Operation and Maintenance Plan and also state that: 1. "Future responsible parties shall be notified in writing of their continuing legal responsibility to operate and maintain the stormwater management BMPs and implement the Pollution Prevention Plan; and 2. The Operation and Maintenance Plan for the stormwater BMPs is complete and will be implemented upon receipt of the Certificate."
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the issuing authority shall presume that the responsible party for maintaining each BMP is the landowner of the property on which the BMP is located. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement acceptable to the issuing authority evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the Operation and Maintenance Plan section of the approved Stormwater Report, and the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three years including inspections, repairs, replacement and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make this log available to MassDEP and the Conservation Commission upon request; and
 3. Allow members and agents of the MassDEP and the Conservation Commission to enter and inspect the premises to evaluate and ensure that the responsible party complies with the Operation and Maintenance requirements for each BMP set forth in the Operations and Maintenance Plan approved by the issuing authority.
- h) All sediments or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

j) The stormwater management system approved in the Final Order of Conditions shall not be changed without the prior written approval of the issuing authority. Areas designated as qualifying pervious areas for purpose of the Low Impact Site Design Credit shall not be altered without the prior written approval of the issuing authority.

k) Access for maintenance of stormwater BMPs shall not be obstructed or blocked. Any fencing constructed around stormwater BMPs shall include access gates. Fence(s) shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

See Attached 19-29

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☐ Yes ☒ No

2. The _____ hereby finds (check one that applies):

Conservation Commission

a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. ☐ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

SPECIAL CONDITIONS**(332-789)**

19. Failure to comply with all conditions stated herein, and with all other related statutes pursuant to 310 CMR 10.00, shall be deemed cause to revoke the Orders of Conditions and notify the Department of Environmental Protection (DEP).
20. The contractor employed to execute all work under this Order must be provided a copy of the Orders and thereafter said contractor shall be held jointly responsible for any violation and the penalties under law for such violation. Furthermore, the Orders of Conditions shall apply to any successor in control or successor in interest of the property.
21. The form provided at the end of this Order shall be completed and stamped at the appropriate Registry of Deeds and returned to the Conservation Commission prior to the commencement of construction.
22. The limits of clearing shall be flagged at the site and certified in writing by the project engineer indicating that the limits are flagged correctly as shown on the plan. The Assistant Conservation Officer shall meet with the site contractor and the Wetland Specialist on site to review the limits prior to clearing activities commencing. The limits of clearing will also serve as the ECB line.
23. The Assistant Conservation Officer, Wetland Specialist and the site contractor shall meet on site prior to earth moving activities.
24. The anti-tracking pad shall be installed prior to any tree clearing or earth moving activities. Park Street shall be swept daily if soil is tracked upon the street.
25. The erosion control barrier, consisting of haybales and silt fence, shall be installed and certified by the engineer of record prior to the commencement of construction. The Conservation Agent shall be notified to inspect the erosion control installation. The silt fence shall be toed into the existing soil a minimum of 6" inches. The erosion control barrier will not be removed until after the disturbed areas are permanently stabilized as indicated by the Assistant Conservation Officer. An additional haybales and silt fence shall be on site if check dams are necessary to control sediment leaving the site. In addition, the use of rip-rap or $\frac{3}{4}$ trap stone may need to be utilized for stormwater check dams.
26. Upon finish grading of the proposed detention basins the exposed soils shall be hydroseeded immediately. In the event that erosion occurs prior to stabilization, those areas shall be fixed immediately as well.
27. The Wetland Specialist shall submit weekly monitoring reports to the Conservation Commission. Recommendations shall be complied with immediately upon the site contractor receiving the report. During the pre-construction meeting the dates of submission will be discussed and agreed upon.
28. A copy of the NPDES permit shall be sent to the Assistant Conservation Officer for review and commenting.
29. The Stormwater Operation and Maintenance Plan shall be incorporated into the Homeowner's Association Condominium documents. The Assistant shall review the documents prior to recording at the registry of deeds.



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E. Issuance

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form:

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

8/19/08

1. Date of Issuance

4

2. Number of Signers

Signatures:

Charles E. Brady
Gerald T. Curley
Richard W. Sullivan
Stephen J. Hynes

Notary Acknowledgement

Commonwealth of Massachusetts County of

Worcester

On this 12th Day of

August
 Month

08
 Year

Before me, the undersigned Notary Public,
 personally appeared

Edward N. Brady
 Name of Document Signer

proved to me through satisfactory evidence of identification, which was/were

Chairman

Description of evidence of identification

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

As member of

Westborough
 City/Town

Conservation Commission

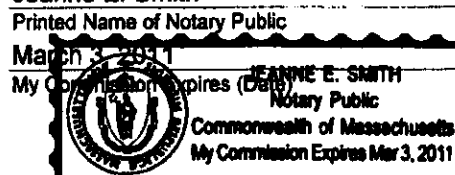
Place notary seal and/or any stamp above

This Order is issued to the applicant as follows:

☒ by hand delivery on

Date

Jeanne E. Smith
 Signature of Notary Public
 Jeanne E. Smith
 Printed Name of Notary Public



☐ by certified mail, return receipt requested, on

By Regular mail 8/19/08
 Date



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F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant. Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, § 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

Section G, Recording Information is available on the following page.



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G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on Page 7 of this form shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

DEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

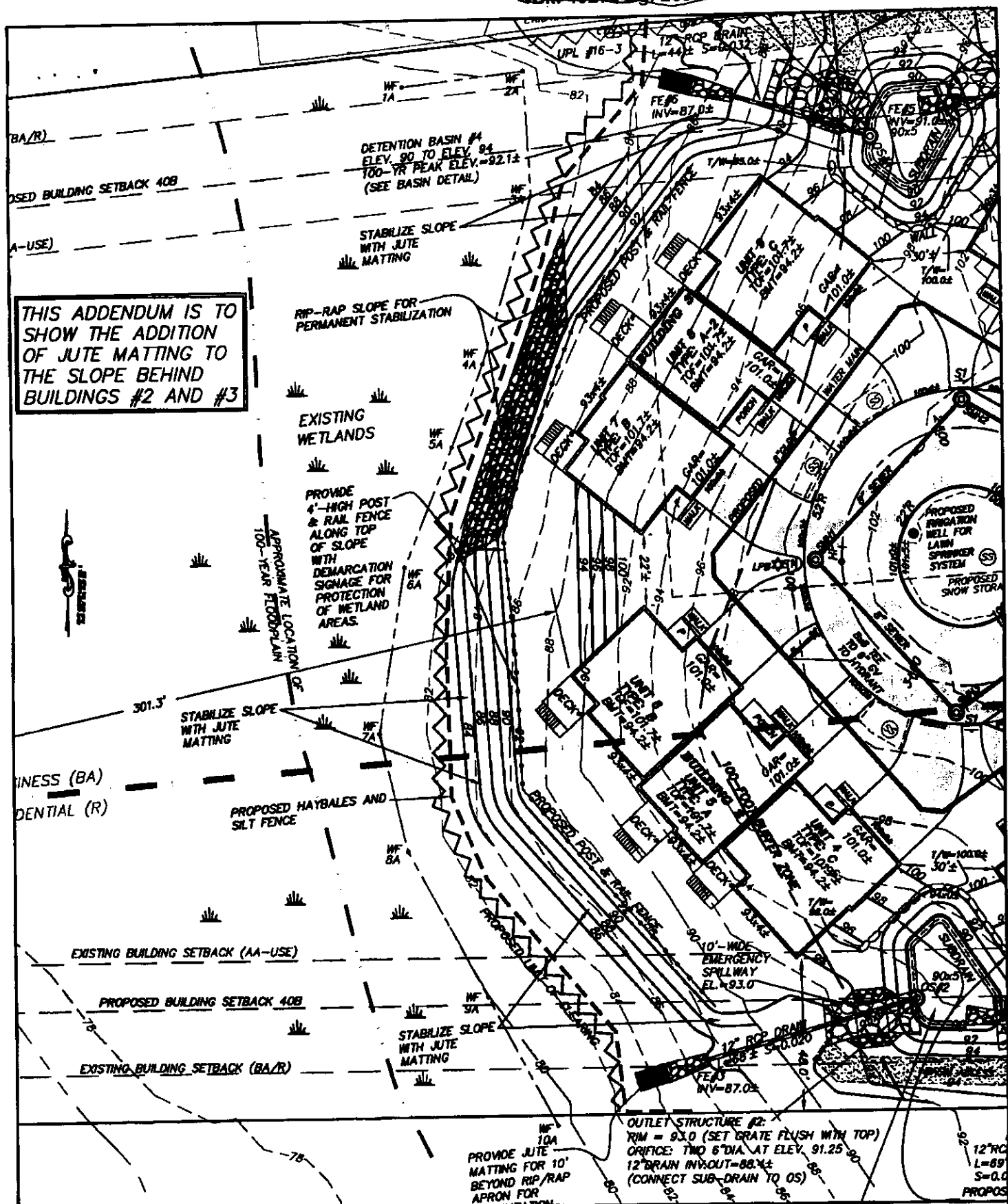
If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

**ADDENDUM #2**

PARK PLACE
PARK STREET
WESTBOROUGH, MA

SCALE: 1"=40' DATE: AUGUST 18, 2008

PREPARED FOR:
WESTWOOD ASSOCIATES
PO BOX 250
SHREWSBURY, MA 01545

**HANNIGAN
ENGINEERING**

8 MONUMENT SQUARE
LEOMINSTER, MASSACHUSETTS 01453-5712
(978) 534-1234 FAX (978) 534-6060

ATTEST: WORC. Anthony J. Vigliotti, Register

ATTEST: WORC. Anthony J. Vigliotti, Register