

**THE MASTER DEED**  
**Of**  
**White Birch Commons**

Goldthwaite Construction, LLC a Massachusetts Limited Liability Company with an address of 39 Nooseneck Hill Road, West Greenwich, RI 02817, (the “Declarant”), being the owner of the land off Goldthwaite Road in the City of Worcester, County of Worcester, Massachusetts, more particularly described in Exhibit A, by duly executing and recording this Master Deed and subject to the outstanding title matters set forth on Exhibit B and the White Birch Commons Open Space & Exclusive Use Easement Plan dated September 9, 2016 and recorded on September 14, 2016 in the Worcester County Registry of Deeds in Book 922 at Plan 33 (attached as Exhibit C), does hereby submit said land and reserves the right to add additional land (collectively referred to as the “Land”), together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (the “Property”) to the provisions of Massachusetts General Laws Chapter 183A, as the same may be amended from time to time (the “Act”), and proposes to create, and does hereby create by this Master Deed, with respect to the Property, a condominium, to be governed by and subject to the provisions of the Act.

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

*Section 1.1: Name of Condominium.* The condominium shall be known as White Birch Commons Condominium (the “Condominium”).

*Section 1.2: Organization of Unit Owners.* A trust through which the Unit Owners (as defined below) will manage and regulate the Condominium is being established simultaneously herewith in accordance with the Act as the organization of unit owners for the Condominium (the “Unit Owners” and, individually, a “Unit Owner”). The name of the trust is White Birch Commons Condominium Trust (the “Trust”). The Trust contains the by-laws of the organization of Unit Owners (the “By-Laws”) and the current rules and regulations of the Condominium (which as amended, from time to time, as provided in the Trust are referred to herein as the “Rules and Regulations”). The name of the initial Trustee is Goldthwaite Construction, LLC a Rhode Island Limited Liability Company with an address of 39 Nooseneck Hill Road, West Greenwich, RI 02817.

**ARTICLE II. DESCRIPTION OF THE CONDOMINIUM AND BUILDINGS**

The Condominium, as currently contemplated and if fully developed, will consist of no more than Seventy (70) Single Family Detached Units (the “Units”) and other improvements located on the Land. The Units shall be single family detached homes, each of which may or may not have the principal living space on multiple floors. The Condominium is subject to the provisions of Special Permits recorded on March 2, 2015 in Worcester County Registry of Deeds in Book 53419 at Page 363 and in Book 53419 at Page 370 and any amendments thereto issued by the City of Worcester Planning Board herein described (“Special Permit”). The Condominium also contains the common areas and facilities defined in Article V as “Common Elements” and some limited common areas as referred to in Article IV and V (sometimes referred to as the “Limited Common Areas” or “Limited Common Elements”). The Condominium is subject to the provisions of a Declaration of Restrictive Covenants recorded on September 14, 2016 in Worcester County Registry of Deeds in Book 55966 at Page 319.

## ARTICLE III. DESCRIPTION OF CURRENT AND FUTURE PHASES

**Section 3.1: Phase 1.** At the time of the recording of this Master Deed, the Condominium shall consist of Phase 1, which shall include Unit 6 on the Land described in Exhibit A, attached hereto. Phase 1 is shown on the plan entitled "White Birch Commons Condominium Plan Phase-1 Unit-6 in Worcester, MA, Scale: As Shown", Date: September 16, 2016, Sheet 1 of 1, CFS Engineering," recorded in Worcester District Registry of Deeds herewith. Collectively, the above referenced plans and all future plans of future phases or other improvements on the Land and recorded in connection with the development of the Condominium may hereinafter be referred to as the "Plans".

**Section 3.2: Future Phases.** It is the intention of the Declarant to develop the Condominium in multiple phases (which are sometimes referred to herein as a "Phase" or "Phases"). Consistent with that intent and subject to the provisions of Section 7.2 herein, Declarant reserves the right, easement, privilege and license to construct up to Seventy (70) Detached Single Family style units (the "Units") within the Condominium and to include within the Condominium additional units beyond the initial Units included therein as of the date of this Master Deed (the "Expansion Rights"). Each unit included in the Condominium, whether in Phase 1 or in future phases pursuant to the terms hereof, shall be referred to as a "Unit" for the purposes of this Master Deed. Subsequently constructed Units are sometimes referred to in this Master Deed as "Additional Units." Buildings within Phase 1 of the Condominium shall be referred to as a "Building" or as "Buildings." Subsequently constructed buildings, including those buildings that contain Additional Units, as well as other buildings and other infrastructure sometimes referred to in this Master Deed as "Additional Buildings." Any references herein to the Additional Buildings, Additional Units or the Common Elements to be included in the Condominium, shall be construed to relate to such Units, buildings, and Common Elements in Phase 1 but thereafter included in the Condominium pursuant to the provisions of Section 7.2 of Article VII.

The initial Phase is Phase 1, which consists of the Units declared therein and all exclusive easement areas and other exclusive rights appurtenant to such Units as described in Articles IV and V below. Each Building containing Units in Phase 1 will be of wood-frame construction with asphalt shingle roofs and vinyl siding exteriors. The Units within Phase 1 are more particularly described in Exhibit "D". Future Phases may include Units of the styles, construction type and materials within Phase 1 or other styles of units with different construction types and/or materials or some combination of the two. If other styles of Units are included in the Condominium, they shall be defined by Amendment of the Master Deed.

**Section 3.3: Reservation of Phasing Rights.** In addition to the Buildings in Phase 1, Declarant reserves from the Common Elements, for itself and its successors and assigns, the right and easement to construct on the Land one or more Additional Buildings and Additional Units in future Phases and add same hereafter to the Condominium pursuant to the provisions hereof. The Common Elements are hereby conveyed subject to the aforesaid right and easement. Maintenance facilities and other service buildings, such as trash collection and recycling facilities, may be constructed on the Land and included in the Condominium as separate Phases or as part of a Phase in which an Additional Building with Additional Units is being included in the Condominium. The size, shape, configuration and location of Additional Buildings and the Additional Units are subject to change, in the sole discretion of the Declarant, prior to the inclusion of the Additional Buildings and Additional Units in the Condominium. Declarant reserves the right to add different floor plans and styles for Additional Buildings and Additional Units with future Phases and to include buildings and Units of other sizes and configurations. Additional Buildings and Additional Units may be added by the Declarant to the Condominium at any one or more times, in any combination and order, in accordance with the provisions hereof. Any

Additional Buildings included in the Condominium will be consistent with the improvements in Phase 1 in terms of structure type (i.e., framework and scale) and quality of construction. Such Additional Buildings and Additional Units shall, if constructed, become part of the Common Elements or Units of the Condominium further described in Article IV and V herein.

This Master Deed will be amended pursuant to said Section 7.2 at the time or times that such Additional Building(s) and Additional Units therein are included in the Condominium, and each such amendment shall be filed with Worcester Registry of Deeds (the "Registry"), together with a site plan showing the Phases(s) then being added in the Condominium and a set of floor plans of each such Additional Building(s) and Additional Unit(s), showing the layout, location, Unit designations, and dimensions of the Units, and bearing the verified statement of a registered architect, engineer or land surveyor that said plans fully and accurately depict the layout, location, Unit designations (if applicable) and dimensions of the Additional Units and/or the Additional Building(s) as built. The delivery and recording of this Master Deed is made expressly subject to, and Declarant does hereby reserve, the right and easement of the Declarant to construct Additional Buildings and Additional Units (including, without limitation, the rights of the Declarant reserved under Article V, Article VI and Article VII), and to undertake all activities on or in respect of the Land related thereto, including, without limitation, applying for all permits therefore, and the use and maintenance of construction equipment and facilities thereon and (b) to make Minor Adjustments as provided in Article V; the reservation of the foregoing right and easement being in no way intended to limit the rights and easements reserved to the Declarant under any of Article V, Article VI or Article VII of this Master Deed. The rights and easements to which this Master Deed is subject or which the Declarant has reserved under the terms of this Master Deed, including, without limitation, the Expansion Rights (as defined in Section 7.2 of Article VII hereof) may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which makes specific reference to this Master Deed.

#### **ARTICLE IV. DESCRIPTION OF UNITS AND THEIR BOUNDARIES**

**Section 4.1: Description of the Units:** In respect of Phase 1, the designation of each Unit, a statement of its location, approximate area, number of rooms, the immediate Common Elements to which it has access, and its proportionate interest in the Common Elements as the same is calculated and adjusted (for subsequent phases) in accordance with Article X of this Master Deed, are set forth on Exhibit D, which is attached hereto and made a part hereof, and are shown on the Floor Plans referred to in Article III hereof. In respect of subsequent Phases, such information shall be set forth in the Amendment to the Master Deed pursuant to which such Phase is included in the Condominium, and such Amendment shall also set forth any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described herein.

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

§4.2(A). Lower Boundary and Floors: The lower exterior surface of the concrete basement floor or concrete first floor for units without basements and concrete footings;

§4.2(B). Upper Boundary: The exterior plane of the exterior surface of roof shingles, ridge vents, sky lights and all exterior components of the roofing system;

§4.2(C). Interior Perimeter Walls: All interior perimeter walls are part of the unit;

§4.2(D). Exterior Walls, Doors, Windows, porches and decks: The exterior of the foundation concrete walls, footings and anything attached thereto; the exterior plane of the exterior surface of the siding, trim, soffits, fascia and all exterior components of the same; the exterior surface of all framed, concrete or other masonry walls; exterior of the doors, jams, casing and the exterior surface thereof, the windows including the jams, trim and exterior surface of the glass and/or screen of the windows and all decks, stairs and porches that solely serve the Unit;

§4.2(E). The chimney flue, heating, air conditioning and ventilating equipment inside, mounted to, on top of the unit or directly adjacent to the Unit, wiring and cables and all other components that exclusively serve such Unit if located within the unit boundaries or directly adjacent and the obligation to maintain, repair and replace the same in accordance with Master Deed and subject to further regulations of the Trustees are part of the unit and

§4.2(F). The steps, walkways, decks, patios, porches, exterior lighting exclusively serving and/or extending from such Unit and the obligation to maintain, repair and replace the same in accordance with this Master Deed and subject to further regulations of the Trustees.

The intention of the unit boundaries are to create a typical single family condominium unit where the unit owner owns and is responsible for the insurance and upkeep of the entire unit from the exterior to and including the interior of the said unit in a similar manner as other Unit Owners.

***Section 4.3: Unit Appurtenant Rights:*** There is appurtenant to each Unit the following:

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

§4.3(B). The exclusive right/use and easement to use that portion of the chimney flue, heating, air conditioning and ventilating equipment together with the pad on which it sits, electric meter, telephone wires, TV cables, and water meter reading device (if any) exclusively serving such Unit if located beyond the boundaries of the Unit and the obligation to maintain, repair and replace the same in accordance with this Master Deed and subject to further regulations of the Trustees;

§4.3(C). The exclusive right/use and easement to use the steps, walkways, decks, patios, porches, front yards, side yards rear yards and exterior lighting exclusively serving and/or extending from such Unit and/or referred to in the description of the Unit in Exhibit D or in the Amendment to the Master Deed by which such Unit is included in the Condominium and the obligation to maintain, repair and replace the same in accordance with this Master Deed and subject to further regulations of the Trustees. Unit Owners shall have the right to plant and maintain, ornamental flowers and plantings in the flower gardens immediately adjacent to their Unit or around their deck/patio or porch; and

§4.3(D). The exclusive right/use and easement to use the driveway immediately adjacent the garage (and the obligation to maintain, repair and replace the same in accordance with this Master Deed and subject to further regulations of the Trustees) allowing access to such Unit as designated in the Unit Deed for such Unit or shown on the plans recorded with the Master Deed or with the Amendment to the Master Deed pursuant to which the Unit is being included in the Condominium, provided however, that there shall be no parking of vehicles in said driveway nor shall there be any other use of said driveway if such parking or other use results in an encroachment onto the Common Elements by a parked vehicle or other object that would impede foot traffic along the sidewalks or vehicular traffic along the alleys and roads within the Condominium.

#### ***Section 4.4: Mutual Easements***

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

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

***Section 4.5: Reservation of Rights by Declarant:*** Notwithstanding any other provisions hereof, the Declarant reserves the rights to do the following: grant easements for the installation of any TV cable, and other telecommunications equipment related to any cable TV system or other data or intelligence transmission system serving the Condominium and any future Phase; sell, assign, lease, license, or otherwise transfer the rights to such cables and equipment to any third party provider of such service; and to sell, assign, lease, license or otherwise transfer the rights to such cables or equipment to any person or entity affiliated with the Declarant, provided such person or entity provides service to the Condominium at rates reasonably competitive with other providers in the Worcester area for comparable service.

***Section 4.6: Regulation of Satellite Dishes:*** Notwithstanding any other provision hereof, any Unit Owner wishing to install a satellite dish, radio or television antenna or similar transmission device shall obtain the Trustees prior written permission for such installation. Trustees have the right to refuse such installation and to regulate the placement of such devices to the extent allowed by applicable law.

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

***Section 5.1: Common Elements:*** The common areas and facilities of the Condominium (the “Common Elements”) consist of:

§5.1(A). The present fee title in the Land subject to the rights of the Declarant hereunder; and all portions of any building(s) then part of the Condominium and not included in any Unit by virtue of Article IV hereof, including, without limitation, the following to the extent such may exist from time to time and, subject also to the exclusive and non-exclusive rights of Unit Owners as set forth in Articles IV and VI, and the rights and elements reserved to the Declarant in this Master Deed:

§5.1(A)(1). The foundations, columns, girders, beams, supports, ceiling joists, studding, common walls, main walls, roofs, halls, corridors, lobbies, stairways, gutters, downspouts, mailboxes and other improvements including railings, exterior steps and exterior lighting fixtures exclusive of the portions of such improvements that are not included within a Unit as described in Article IV hereof or in Exhibit D or as described in any Amendment of the Master Deed by which a Unit is included in or added to the Master Deed;

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

§5.1(A)(3). The walkways, steps, porches, decks, patios and driveways, subject to the easements for the exclusive use of such areas granted to a Unit and not included within a Unit to the extent provided in Article IV;

§5.1(A)(4). Installations of central services, such as power, light, telephone, gas, sewers and water, and all conduits, chutes, ducts, plumbing, wiring, chimneys, tanks and other facilities for the furnishing of utility services or waste removal which are contained in portions of the buildings, and all such facilities contained within any Unit which serve parts of the building other than the Unit within which such facilities are contained;

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

§5.1(C). Perimeter property and fence, access/egress security gates and any and all appurtenances;

§5.1(D). All other Common Elements and features of the Condominium, however described, excepting only the Units themselves as hereinbefore defined and described. The rights in and to the Common Elements shall always be subject to (i) such exclusive and non-exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may be hereafter established pursuant to the provisions of this Master Deed, By-Laws of the Trust and Rules and Regulations from time-to-time established thereunder; (ii) the rights and easements reserved to the Declarant under this Master Deed or permitted by law and (iii) rights of the Trustees to grant easements (including but not limited to exclusive use easements of limited common areas) pursuant to the Act.

§5.1(E). The Sewage Facility, including but not limited to the pump station (if any) and all pipes and other appurtenances servicing the Condominium and the Units within the Condominium, all as further described herein.

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

§5.1(G). The Roadways and Common Driveways hereinafter defined;

§5.1(H). Common Open Space Areas and Active Recreation Areas hereinafter defined  
and

§5.1(I). Such additional Common Elements as may be defined in the Act.

**Section 5.2: Reservation of Rights by Declarant:**

**§5.2(A). Common Area Infrastructure:** The Declarant reserves the right to grant and reserve drainage, slope and utility easements over, under, through and across the common areas of the Land and Buildings, for the installation, construction, maintenance and reconstruction of sewer lines, as well as any and all related appurtenances related thereto or connected therewith, including but not limited to the sewage pump station, pipes, conduits, controls, ducts, plumbing, cables, manholes, perimeter fencing, equipment and other facilities for the furnishing of sewer service to and from the Units; for the installation, construction, maintenance and reconstruction of pipes and other conduits for the public water supply servicing the Units in the Condominium; for the installation, construction, maintenance, repair, operation or reconstruction of underground drainage facilities of all types and kinds, and for the installation, construction, maintenance, repair, operation or reconstruction of any and all other utilities of all types and kinds.

**§5.2(B). Minor Adjustments:** Notwithstanding the foregoing provisions of this Article V, the Declarant reserves from the Common Elements established under this Master Deed or any Amendment to this Master Deed, the portions of the Land adjacent to any building or the portion of any building (other than the portions thereof within a Unit conveyed to a Unit Owner), as may be applicable, within the Minor Adjustment Area further defined herein to do any of the following (“Minor Adjustments”): to add deck(s), porches or patios, to add perimeter fencing, to modify a hallway or foundation of a building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic or basement space into a Unit and to undertake other similar activities; provided, however, that the foregoing reservation shall be deemed to include only that certain area that extends ten (10) feet beyond the foundation of the Buildings now or hereafter included within the Condominium.

If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, in the case of Phase 1, within three (3) years after the recording of the Master Deed, and in the case of future Phases, within three (3) years after the recording of the Amendment to the Master Deed pursuant to which such future Phase is included within the Condominium. No such Minor Adjustment shall take effect until an Amendment to the Master Deed is recorded with a revised Phase Plan depicting the Minor Adjustments made and the changes in the dimensions of any Unit resulting therefrom; such Amendment to the Master Deed shall reflect the new unit style, the Base for the purpose of determining the new percentage interest (as is further set forth in Article X hereof) and any adjustment in the Unit Owners percentage in the Common Elements determined in the manner provided in Article X. After the expiration of the aforesaid 3 years, if no such Minor Adjustments have been made, then the areas so designated shall automatically become a portion of the Common Elements.

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

**§5.2(C). Access to Units and Common Areas:** The Trustees and/or the Declarant shall have, and are hereby granted, the easement and right of access to or through each Unit and any area or facility, the exclusive or non-exclusive use of which is provided to the Unit, for purposes of: (i) operation, inspection, protection, maintenance, repair and replacement of Common Elements or of other Units or any exclusive areas or facilities provided to such other Units; (ii) correction, termination and removal of things which interfere with the Common Elements or are otherwise contrary to or in

violation of provisions hereof; and (iii) for such other purposes as the Trustees and/or the Declarant deem reasonably necessary, appropriate, or advisable. The Trustees shall give reasonable advanced notice to the Unit Owner that such access shall be necessary, except in the case of emergencies, in which case, no notice shall be required.

Except as otherwise provided herein, the Declarant and/or the Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, parking areas, ways, paths, walks, perimeter fencing, utility and service lines and facilities, lawns, trees, plants and other landscaping in the Common Elements; and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

**§5.2(D). Roadways.** The Roadways shown on the Plans, together with all utility and drainage easements and facilities appurtenant thereto, shall remain in the Association, as hereinafter defined. The Roadways shall not be maintained by any municipality or accepted by any municipality as public ways. All common driveways (the "Common Driveways") shall also remain private.

**§5.2(E). Permits and Approvals.** The Condominium is subject to the provisions of a Special Permit issued by the City of Worcester Planning Board pursuant to M.G.L. ch. 40A, as amended, recorded at Worcester Registry of Deeds in Book 53419 at Page 363 (Phase I) and Book 53419 at Page 370 (Phase V) ("Cluster Groups of Single Family Dwellings").

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

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

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

§6.1(B). The Units and the Common Elements of the Condominium shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees, no such Unit shall be used for any purpose other than for residential purposes as a primary residence and dwelling for one (1) family or for no more than two (2) persons per bedroom, provided that nothing contained herein shall (i) prohibit any Unit Owner from having temporary guests, and provided further that said Trustees shall have the right to regulate the maximum number of occupants of any Unit or (ii) prohibit a person residing in any such Unit from using the same for his or her personal business or professional use but such Unit shall not be used as a place for service to customers, clients or patients while such customers, clients or patients are present on the premises. The provisions of this paragraph shall not be applicable to the rights of Declarant.

§6.1(C). The Units shall be subject to the further restriction that, unless otherwise approved in writing by the Trustees, no such Unit shall be rented, let, leased, or licensed for use or

occupancy by others than the Unit Owners thereof without the written permission of the Trustees and not for a period of six (6) months or less. The Trustees, in their discretion, may waive the restrictions on leasing in respect of any Unit permanently or for such periods of time or for such occupancies otherwise limited under this Article VI as the Trustees may determine. In all instances, Units may only be so rented, let, leased or licensed to persons who have first been approved in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, religion, color, national origin, sex, age, ancestry or marital status, nor otherwise unlawfully or unreasonably withheld, nor delayed by more than ten (10) days. Notwithstanding such rental, letting, leasing or licensing, Unit Owners shall maintain electric and all other utility service (except telephone) in their Units in their own names. Those persons to whom such Units are rented, let, leased or licensed must comply with the Master Deed, Trust and Rules and Regulations established under the Trust. The provisions of this paragraph shall not be applicable to the rights of Declarant.

§6.1(D). The architectural integrity of the buildings and the Units shall be preserved without modification, except as provided in this Master Deed, the Declaration of Trust or the Rules and Regulations established from time to time by the Trustees, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration, fences, storage buildings, sheds, pet enclosures or other feature shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decalcomania, other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window. This paragraph shall not be applicable to the Declarant.

§6.1(E). No driveway providing access to a garage shall be blocked by an automobile or vehicles or equipment so as to prevent access by other vehicles to or from garages or Common Areas.

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

§6.1(G). Any Unit Owner may keep no more than two dogs or two cats in a Unit (or one of each) subject to the restrictions and limitations contained in this Paragraph but no Unit owner may keep a rottweiler, doberman pinscher, pitbull or any type of dog that is determined to be a threat to the health, safety and welfare of other Unit Owners. No other animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees. All such pets must be registered with the Trustees. The keeping of any pet even with such approval shall be subject to rules adopted by the Trustees and subject to the condition that they are not kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise, as determined by the Trustees, shall be permanently removed from the Condominium. The Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance warning the Unit Owner that their pet may be permanently removed.

If the pet continues to create a nuisance or unreasonable disturbance the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash. The Unit Owner shall be responsible for any and all damages caused by the pet;

§6.1(H). No offensive activity shall be carried on in any Unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents, visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;

§6.1(I). Each Unit Owner shall be obligated to maintain and keep in good order and repair his Unit, limited common elements and exclusive use area in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from his Unit, or from the doors and windows thereof, any dirt or other substance. The removal of snow from patios, decks, walkways, driveways, etc. which shall be the responsibility of individual Unit Owners, shall be permitted;

§6.1(J). All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and public authorities having jurisdiction, and the Unit Owner alone shall be liable for damage or injury caused by radio, television, or other electrical equipment in such Unit;

§6.1(K). No Unit Owner, or occupant, his family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use;

§6.1(L). There may be no restriction upon any Unit Owner's right of ingress and egress to his Unit, which right shall be perpetual and appurtenant to the Unit Ownership;

§6.1(M) No windmills or solar panels of any kind shall be erected on any common area or Unit;

§6.1(N) No sign shall be displayed or erected on any Unit or EUA, except for name and number signs identifying the owner of the Unit or the street number installed by Declarant.

§6.1(O) No buried oil tanks shall be permitted on any of the Condominium Land;

§6.1(P) The decks, patios, balconies and porches, if any are subject to such limitations and conditions as are imposed by the Trustees. Other than chairs, benches, umbrellas, tables and barbecues of such number, nature and type as are normally and actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, are to be affixed or stored on decks, porches and patios, except with the approval of the Trustees, which approval may be withheld in their absolute discretion; and

§6.1(Q) All trash receptacles must be in the garages or other location determined by the Trustees except on trash collection days. Trash receptacles must be returned to the garage within ten (10) hours of trash pick-up.

§6.1(R). No Unit Owner shall make any exterior additions or alterations to the Building beyond the original building footprint as shown on the recorded floor plans pertaining to such Unit.

§6.1(S). Except as provided in the Rules and Regulations promulgated by the Condominium Trust from time to time, the following shall be strictly prohibited: in-ground or above-ground swimming pools, trailers, campers, large commercial trucks and boats. In addition, the storage of other large items other than those for the personal and residential use of the Unit Owner shall be strictly prohibited.

§6.1(T). The Condominium is subject to the provisions of a Declaration of Restrictive Covenants recorded on September 14, 2016 in the Worcester County Registry of Deeds in Book 55966 at Page 319.

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

**Section 6.2: Reservation of Rights by Declarant:** No other use of the Common Elements and the Units than is provided for hereunder may be made without the prior written consent of the Trustees of the Trust, provided that the Declarant may, until all of said Units in Phase 1 and any future Phases have been sold by the Declarant:

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

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

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

§6.2(D). In the event there are unsold units, the Declarant shall have the right to lease such Units and shall have all of the other rights as owner of these unsold Units, as any Unit Owner. Notwithstanding the foregoing the time limitations for leases set forth in §6.1(C) shall not apply to the Declarant.

§6.2(E). Proceed, together with its contractors and other appropriate personnel, to develop, renovate, repair and/or construct buildings, Units and facilities in connection with or relating to the Buildings, Additional Buildings or future Common Elements and exercise all rights and easements reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed. Such rights shall include, without limitation, the right to pass and re-pass over the Land,

to use the Land to install and maintain construction trailers and temporary sale facilities and to use the Land for the transportation, storage and handling of materials and equipment and to connect with or add to utility facilities located in, upon or under the Land; and

§6.2(F). Use, and reserve to itself, portions of the Common Elements and any parking spaces not assigned to Unit Owners, in connection with the construction, sale, management or leasing of Units or related purposes. The times and the manner in which Declarant uses any such Common Elements for such purposes shall be within the discretion of the Declarant.

***Section 6.3 Alterations; Maintenance Obligations:***

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

§6.3(A)(1). The following shall be the sole expense and responsibility of each Unit Owner: maintenance, repair and replacement of the Unit Owner's Unit and its various elements (including common elements) contained therein, all portions (interior and exterior) of such Unit, garage, decks, patios, porches, exterior lighting, door hardware, windows, decks, patios, porches, exterior doors, door frames, window frames, all exterior surfaces of the Unit (i.e. siding, roofing, etc.), all structural components of the Unit, driveway, landscaping, walkways and all common elements that benefit the Unit except as otherwise described herein. All repairs and replacements of all exterior portions of the Units are subject to the strict architectural standards provided by the Trustees. The following shall be a common expense: all maintenance, repair and replacement of the private road, common utilities and common elements that benefit more than one unit.

§6.3(A)(2). Without limiting the generality of the preceding subparagraph, each Unit Owner shall be responsible for the maintenance, repair and replacement of (i) the heating, ventilating and air conditioning equipment (ii) the chimney and flue, (iii) appliances, (iv) the electric meter and water meter reading device, (v) light bulbs for exterior lighting, (vi) smoke detectors, (vii) telephone, cable television and similar wires and conduits, and all other devices or equipment for such Unit, which are located in such Unit or which extend from such Unit and serve only such Unit.

§6.3(A)(3). Except as set forth in this Master Deed, the Unit Owner shall not make repairs or perform work to or within any Common Elements (or which are designated herein as a common expense) without the express written consent of the Trustees (or in such other manner as may be provided in the Trust); all maintenance, repairs or replacements shall be done in accordance with the By-Laws; and the Unit Owner shall be liable to the Condominium for any loss, cost or expense arising from such Unit Owner's misuse of or negligence with respect to the Unit or Common Elements.

§6.3(A)(4). If a Unit Owner shall by misuse, negligence or willful acts cause damage to any Common Element, the Unit Owner shall be liable for the cost thereof as part of and in addition to such owner's share of the Common Expenses. If any Unit Owner shall fail or neglect so to maintain, repair or replace any facility or item as required herein, or if any Unit Owner fails to perform any other work or take any other action required under the Master Deed, Trust, By-Laws or the Rules and Regulations issued thereunder, the Trustees shall do so. The Trustees shall charge such Unit Owner for the costs thereof, and the Unit Owner shall be liable for such costs as part of and in addition to such Owner's share of the Common Expenses. Until such charges are paid by such Unit Owner, the same shall constitute a lien against the Unit pursuant to this paragraph and Section 6 of the Act.

§6.3(A)(5). The maintenance, alteration, repair and replacement obligations herein contained notwithstanding, the Trustees of the Trust may, in the exercise of their discretion, require other established levels of maintenance, repair and upkeep by the various Unit Owners with respect to those facilities and items which Unit Owners are required herein so to maintain, repair and replace. The Trustees also may reasonably regulate and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

**§6.3(B). Alterations of Units:** The Unit Owner of any Unit may at any time, and from time to time, make the following permitted alterations (“Permitted Alterations”) to his or her Unit with the prior consent of the Trustees in accordance with the provisions of this §6.3(B), which consent shall not be unreasonably withheld.

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

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

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

§6.3(B)(1)(c) any replacement of exterior lighting and windows with those of comparable styles to the lighting or windows being so replaced as approved by the Trustees;

§6.3(B)(1)(d) the conversion of an existing patio or porch into a screened porch, with the prior written approval of the Trustees and in accordance with the City of Worcester Zoning Ordinances;

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

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

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

§6.3(B)(2)(c) All Permitted Alterations must be completed pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof including but not limited to the following: zoning, building, health, sanitation and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law.

§6.3(B)(2)(d) All Permitted Alterations must be completed in accordance with plans and specifications there for which have been submitted to the Trustees and approved in advance of any work being performed, which approval shall not be unreasonably withheld or delayed. If the Trustees fail to approve or disapprove the plans (stating reasons for such disapproval) within 60 days of the date that plans were submitted to them in accordance with this paragraph, the Trustees shall be deemed to have approved said plans.

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

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

**§6.3(C). *Non-permitted Alterations:*** The following alterations shall not be permitted:

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

§6.3(C)(2) Any change to the architectural integrity of a Unit or other major component of the Exterior of a Unit which is visible from any land constituting a Common Element or an adjacent Unit (an "Exterior Modification"). The following are examples of changes, which constitute an Exterior Modification (if visible from any land constituting a Common Element or adjacent Unit): paint color; siding or any other exterior material; window fenestration; the style or design of the exterior doors; the style or design of the exterior lighting fixtures; the construction of or substantial modification to a deck, patio or porch; the addition of lawn ornaments or permanent decorative devices. The following are examples of changes that do not constitute an Exterior modification: any change, addition, structure or landscaping not visible from any land constituting a Common Element or an adjacent Unit; replacement of exterior lighting and windows with those of comparable styles to the lighting or windows being so replaced; the addition of small non-permanent decorations on doors and windows such as holiday wreaths, seasonal greetings and welcome signs and

§6.3(C)(3) Expansion of Unit boundaries, except as permitted in §6.3(B)(1)(d).

## **ARTICLE VII. AMENDMENT OF MASTER DEED**

***Section 7.1: General Provisions:*** This Master Deed may be amended by vote of at least 75% in beneficial interest of all Unit Owners, cast either in person or by proxy at a meeting duly held in accordance with the provisions of the Trust; or in lieu of a meeting, any amendment may be approved in writing by 75% in beneficial interest of all Unit Owners. Any amendment is subject to the following:

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

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

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

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

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

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

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

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

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

Each Unit Owner in the Condominium shall be treated as having constituted and appointed the Declarant the true and lawful attorney of such Unit Owner to execute, acknowledge, deliver and record and such amendments of the Master Deed and/or instruments, such power of attorney shall be treated as being granted as coupled with an interest and irrevocable.

The Declarant reserves and shall have the rights, without the consent of any Unit Owner, pursuant to and in accordance with the provisions hereof: (a) to demolish existing improvements on the Land located outside of Phase 1 or any other Phase submitted to the provisions of the Act and otherwise develop, renovate and construct the Additional Improvements, including Additional Buildings and Additional Units to be included therein as hereinbefore set forth, and all roads, ways, utilities and other improvements and amenities pertaining thereto and (b) to grant easements on, across, under, over and/or through the Common Elements and the facilities or any portion thereof which the Declarant deems necessary or convenient (i) in connection with the development, renovation, construction or use of the Land, the Additional Units and/or the Additional Building(s), or (ii) in connection with providing access to and egress from any condominium or other residential developments constructed by Declarant or any affiliate of Declarant, or any unrelated third party on land adjacent to the Land without any limitations.

The foregoing reserved rights to amend the Master Deed and include the Land and/or Additional Improvements in the Condominium shall terminate and be of no further effect at the later of (a) fourteen (14) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or additional common area and facilities of which is commenced within such fourteen year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium, or (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC.

Nothing herein shall be deemed to obligate the Declarant to commence or complete any such demolition, renovation or construction of Additional Units, Additional Buildings or other improvements on the Land or to include any building or other improvement constructed on the Land within the Condominium.

The Declarant expressly reserves the right and easement and shall have the right to make such use of the portions of the Land otherwise within the Common Elements of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete such development, renovation and construction of any Additional Units, Additional Buildings and/or other improvements. The Trustees of the Trust and/or any Unit Owners shall not interfere with the Declarant's activities on the Land, or the rights reserved to the Declarant pursuant to this Article, relating to any such development, renovation and construction of Additional Buildings Additional Units and/or other improvements.

**Section 7.3: Special Amendments:** Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record one or more special amendments (a "Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or the Trust:

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

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

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

§7.3(D). To correct clerical, typographical or other errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto; and

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

In furtherance of the foregoing a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make consent to any such Special Amendment on behalf of each Unit Owner. By each Unit Owner's acceptance of a Unit deed, each Unit Owner and those taking title from or through such Unit Owner, including , without limitation, any mortgagees, shall be deemed to have consented to the reservation of the power to the Declarant to vote in the favor of, make, execute and any such Special Amendment. The right of the Declarant to act pursuant to rights reserved or granted under the Sections 7.3(A) - 7.3(E) shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant, to the Trustees of the Trust at the time of the first annual meeting of the Unit Owners (a) after (7) years from the date of the Trust or (b) 120 days after 75% of the Units in all Phases of the Condominium have been delivered to Unit Owners, whichever is earlier.

### **ARTICLE VIII. MORTGAGEE STATUS**

The following provisions shall apply to protect the holders, insurers or grantors of first mortgages ("First Mortgagees") of record of Units and shall be enforceable by any First Mortgagee:

§8.1. If the Unit Owners amend this Master Deed or the Condominium Association or its By-Laws to include therein any right of first refusal in connection with sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to: (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee;

§8.2. Any party who takes title to a Unit by foreclosure sale dully conducted by a first Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;

§8.3. Any first Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by-law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

§8.4. Except as otherwise provided by this Master Deed or applicable law, the prior written consent of the Unit Owners (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees that represent at least fifty-one (51%) percent of the votes of Units that are subject to mortgages, shall be required to: by any act or omission, seek to abandon or terminate the Condominium after substantial destruction or condemnation or for other reasons agreed to by such mortgagees; or add or amend any material provisions of the Condominium documents of a material adverse nature to mortgagees. Consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after the proposal is made, provided such proposal is sent by certified mail, return receipt requested. An affidavit by the Trustees appended to the amendment naming reference to this provision stating that notice was given as above provided an no response had been received from the First

Mortgagee within 60 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto;

§8.5 Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

§8.6 In no event shall any provision of this Master Deed of the Condominium Association or its By-Laws give a Unit Owner or any other priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or of the common areas and facilities; and

§8.7. A First Mortgagee, upon request made to Trustees, shall be entitled to written notice of: any condemnation or casualty loss affecting a material portion of the Condominium or any Unit on which there is a First Mortgagee; any delinquency in payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days; any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and any proposed action requiring consent of a specified percentage of the First Mortgagees.

#### **ARTICLE IX. SALE AND/OR MORTGAGING OF UNITS**

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interest, without including all such interest all shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interest are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units. "Appurtenant Interests", as used herein, shall include: (1) the undivided interest of a Unit Owner in the Common Elements; (2) in the interest of such Unit Owner in and Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (3) the interest of such Unit Owner in any other assets of the Trust; and (4) exclusive rights of Unit Owners as provided in the Master Deed. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall paid in full to the Trust all unpaid common charges theretofore assessed by the Trust against the Owner's Unit and until he shall have satisfied all unpaid liens against his Unit.

#### **ARTICLE X. PERCENTAGE INTEREST IN COMMON ELEMENTS**

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit in proportion to the aggregate fair market value of all of the Units in the Condominium, in accordance with the formula set forth herein and the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. Any such amendments in subsequent phases to the Unit then existing in the Condominium as hereinbefore and hereinafter provided shall also be made on forgoing basis.

Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefore in Exhibit D annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those included in Phase 1.

From and after the inclusion(s) in the Condominium of Additional Building(s) or the completion of Minor Adjustments under Article V, the percentages to which Units in Phase 1 are entitled shall be reduced accordingly, and the percentage to which Units in Phase 1, and in each Additional Building(s) to the Condominium subsequently included therein, shall at all times be in accordance with the provisions of the Act and distributed among the Units then included in the Condominium in fair and equitable proportions. It is provided, however, that (a) the percentage figures so determined shall be rounded to the nearest one-thousandth (taking 5/10,000 as a major fraction), and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total, and (b) the percentage figures so determined and so rounded shall be set forth in the Amendment to this Master Deed by which the Additional Building(s) resulting in such change of percentage is included to the Condominium.

## **ARTICLE XI. UNITS SUBJECT TO MASTER DEED, UNIT DEED, TRUST AND RESTRICTIVE COVENANT**

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

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

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

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

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

## ARTICLE XII. ASSIGNMENT OF RIGHTS OF GRANTOR

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

### **Section 12.2: Cross-Easements:**

§12.1(A). Declarant reserves the right and easement, for itself, its successors and assigns to use roadways, walkways, utilities and drainage systems located on, in or under the Land, whether now existing or hereafter added to this Condominium, for all purposes for which such roadways, walkways, utilities and drainage systems are commonly used. Such rights shall not be exercised in any manner which unreasonable interferes with the rights of the Condominium to eliminate or relocate facilities thereon, to construct buildings thereon and to adopt restrictions, rules and regulations for the use thereof.

§12.1(B). The Declarant, its successors and assigns shall have the right to connect into and use all roads and walkways and to connect into, extend, lay and modify utility lines and services in connection therewith on the Land provided that no such connection, extension, laying or modification shall unreasonably interfere with the use of such land for the purposes then being used by the Condominium. In addition, Declarant shall have the right to use such Land to the extent reasonably necessary in order to facilitate any construction it undertakes on adjacent land including. Promptly upon completion of the exercise of any of the rights pursuant to this Paragraph B, Declarant at its expense shall restore such Land to its condition immediately prior to the exercise of such rights.

§12.1(C). Declarant reserves the right and easement, for itself, its successors and assigns to use roadways, walkways, exclusive use areas and common open space to gain access to repair perimeter fences.

## ARTICLE XIII. MISCELLANEOUS

**Section 13.1: Captions:** The captions used herein are as a matter of convenience and for reference and do not define, limit or describe the scope of this Master Deed nor the intent hereof.

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

**Section 13.3: Definitions:** All terms and expressions used in this Master Deed which are defined in the Act shall have the same meaning here unless the context otherwise requires.

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

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

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Managing Member

**STATE OF RHODE ISLAND  
COUNTY OF KENT**

\_\_\_\_\_, ss. \_\_\_\_\_, 2016

Then personally appeared before me, the undersigned notary public, \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Member of Goldthwaite Construction, LLC, as aforesaid, for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **EXHIBIT A**

Those parcels of land with the improvements thereon, situated on Pierce Avenue, Varney Street and Goldthwaite Road in the City and County of Worcester, Commonwealth of Massachusetts delineated as Lot-1A inclusive of "Parcel A," Parcel B" and Lot-39," as shown on that plan entitled: "Plan of Land in Worcester, Massachusetts, (Worcester County), Prepared for: Goldthwaite Holdings, LLC, 595 Jefferson Boulevard, Warwick, R.I. Prepared by: Tauper Land Survey, Inc." dated December 10, 2013 and recorded in the Worcester District Registry of Deeds at Plan Book 904, Page 85, Sheet 1 and 2 of 2.

Being the same premises conveyed to Goldthwaite Construction, LLC by deed recorded in said Registry in Book 52872 at Page 332.

## **EXHIBIT B**

### **Outstanding Title Matters**

1. Taxes and assessments (including liens not yet due and payable) as follows: taxes assessed January 1, 2015 and any water, sewer and/or betterment charges and/or assessments.
2. Title to and rights of the public and others in and to so much of the premises as lies within Pierce Street as shown on the plans in Plan Book 226, Plan 87; Plan Book 246, Plan 29; and, Plan Book 316, Plan 86.
3. Title to and rights of the public and others in and to so much of the premises as lies within Darling Street as shown on the plan in Plan Book 316, Plan 86.
4. Title to and rights of the public and others in and to so much of the premises as lies within Acushnet Avenue and Hilda Street as shown on the plan in Plan Book 226, Plan 87.
5. Taking of Easement for sewer purposes in Goldthwaite Road by City of Worcester dated June 14, 1943, recorded with Worcester District Deeds, Book 2890, Page 421. Assessments therein released by Release dated August 14, 1969, recorded with said Deeds, Book 4976, Page 62.
6. Reservation by City of Worcester of easement acquired for water and sewer purposes in the streets abutting Lots 29 and 30 as set forth in Deed dated July 12, 1954, recorded with said Deeds, Book 3602, Page 131.
7. Reservation by City of Worcester of easement acquired for sewer and water purposes in the streets abutting the property shown on the plan in Plan Book 198, Plan 125 as set forth in Deed dated July 29, 1954, recorded with said Deeds, Book 3607, Page 51.
8. Grant of Easement to Worcester County Electric Company in Goldthwaite Road and Varney Street dated February 26, 1960, recorded with said Deeds, Book 4099, Page 150.
9. Grant of Easement to City of Worcester regarding sewers in Goldthwaite Road dated February 17, 1960, recorded with said Deeds, Book 4116, Page 181.
10. Sewer Order and Assessments by City of Worcester in Goldthwaite Road dated May 16, 1960, recorded with said Deeds, Book 4116, Page 184. The assessments therein have expired.
11. Order of Taking by City of Worcester for sewers in Goldthwaite Road, dated May 6, 1963, recorded with said Deeds, Book 4369, Page 213.
12. Taking of easements by City of Worcester of Sewer in Pierce Avenue dated December 23, 1963, recorded with said Deeds, Book 4435, Page 362.

13. Taking of Easement for Sewer by City of Worcester in Pierce Avenue dated April 4, 1966, recorded with said Deeds, Book 4656, Page 25.
14. Taking by City of Worcester of Varney Street dated June 7, 1966, recorded with said Deeds, Book 4680, Page 302.
15. Order for Sewer Construction in Darling Street dated July 18, 1973, recorded with said Deeds, Book 5369, Page 302.
16. Order for Sewer Construction in Pierce Avenue dated July 18, 1973, recorded with said Deeds, Book 5369, Page 332.
17. Taking of easement by City of Worcester of sewer in Pierce Avenue dated April 29, 1975, recorded with said Deeds, Book 5714, Page 33.
18. Decision by City of Worcester Zoning Board of Appeals, dated January 11, 2000, recorded with said Deeds, Book 22227, Page 161.
19. Order of Conditions by Worcester Conservation Commission, WCC File Number 00-50, recorded with said Deeds, Book 22992, page 41.
20. Order of Conditions recorded October 25, 2013 in Book 51772, Pages 136 and 151.
21. Easements and Conditions shown on plans recorded in Plan Book 865, Page 39, Plan Book 902, Page 100 and Plan Book 904, Page 85.
22. Order of Conditions recorded in Book 52131, Page 352.
23. Amended Special Permit recorded in Book 53419, Pages 362 and 372.
24. Any other open liens and restrictions of record





**EXHIBIT D**

**UNIT DESCRIPTIONS**

Percentage of Interest of Units in the Common Elements for Phase 1:

UNIT NO.	ADDRESS	APPROX SQUARE FOOTAGE OF UNIT	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PHASE	PERCENTAGE INTEREST IN COMMON ELEMENTS
6	15 Basswood Blvd. Worcester, MA	2,562	Exclusive Use Area	1	100
					TOTAL: 100.000%