

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
47960	MASTER DEED		70668/148	06/24/2024	
Property-Street Address and/or Description					
INSTITUTE RD OFF PL BK 969-6 & PL BK 978-39					
Grantors					
PULTE HOMES OF NEW ENGLAND LLC, WINSLOW POINT CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
68829/90 DEED 2023, 70722/328 AM 2024, 70956/27 AFF 2024, 71753/184 AM 2025					
Registered Land Certificate(s)-Cert# Book/Pg					



Bk: 70668 Pg: 148
Page: 1 of 38 06/24/2024 10:47 AM WD

38

THIS SPACE RESERVED FOR REGISTRY OF DEEDS

**MASTER DEED OF
WINSLOW POINT CONDOMINIUM**

A Phased Condominium Community

Pulte Homes of New England LLC, a Michigan limited liability company, having its principal office at 1900 West Park Drive, Suite 180, Westborough, Massachusetts 01581 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Grafton, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises, except such rights, interests and easements as are reserved by and to the Declarant hereunder, to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of Chapter 183A, as amended.

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed to include additional phases and/or sub-phases and land to the Condominium. Paragraph 16 also describes certain limitations on the Declarant's right to so amend. Phase 1 will consist of the Initial Units described in Section 4 below.

2. Name.

The name of the Condominium shall be as follows: WINSLOW POINT CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

3. Description of Land.

The land portion of the Premises that constitute the Condominium are comprised of the land (the "Property") situated off Institute Road in the Town of Grafton, Worcester County, Massachusetts, consisting of approximately 7.7± acres of land as shown as Lot D-2 on the plan entitled Plan of Land, Institute Road at Westboro Road (Route 30), Grafton, Mass, dated January 19, 2023 and recorded with the Worcester District Registry of Deeds in Plan Book 969 Plan 6 (the "ANR Plan"). The Property, together with the Building(s) and other improvements in the initial phase of the Condominium, is shown on the site plan entitled "Site Plan and Special Permit 'Afonso Village' A Mixed Use Development", prepared by Civil Design Group, LLC dated 06/08/22, as revised through 08/12/2022 (hereinafter referred to as the "Site Plan"). The Site Plan may hereafter be amended as additional phases (including any additional land, if applicable) are added to the Condominium pursuant to the rights reserved to the Declarant under Paragraph 16. The Property is subject to such rights, interests, and easements as are or may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercised by the Declarant and its successors or assigns, whether so stated or not.

PLAN Book 978 PLAN 39

A more particular description of the land constituting the Condominium on which the Condominium Units in the initial phase of the Condominium are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights, interests, and easements reserved to the Declarant to develop additional phases by adding additional land and units to the Condominium. Said Exhibit A may hereafter be amended as additional phases and land are added to the Condominium pursuant to Paragraph 16 hereof and upon the recording of such amendment, the term "Property" as used herein shall be revised to include the land described on Exhibit A as amended.

As more fully described in paragraph 16 hereof, the Declarant reserves all rights, interests, and easements to add land, together with any buildings or improvements thereon (hereinafter referred to as "additional land") to the Condominium hereafter, at its election.

4. Description of the Building(s) and Units.

The Condominium shall include the following two (2) types of residential units: Garden Style Units and Townhouse Style Units.

The Declarant is declaring an initial phase containing (50) units, located in 1 building (the "Initial Units"). The building (hereinafter the "building" or "building(s)") on the Property is described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) or sub-phases are added to the Condominium pursuant to paragraph 16 hereof.

It is intended that, if all phases are added to the Condominium after the initial phase created in and by this Master Deed: (a) the Garden Style Units will be located within two, 50-unit, four story buildings. When constructed and phased into the Condominium, the principal materials of construction of the Garden Style building(s) will be as follows: a poured concrete foundation wood frame construction above the basement/garage level with vinyl siding and outdoor balconies; and a rubber membrane and asphalt roof; and (b) the Townhouse Style Units will be located within two, two story building(s) with principal materials of construction as follows: a poured concrete foundation, wood frame construction above the basement level, vinyl siding and an asphalt roof. The building(s) on the Property is described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) or sub-phases are added to the Condominium pursuant to paragraph 16 hereof.

5. Designation of the Units and their Boundaries.

(a) The Condominium, if fully constructed as currently permitted, shall consist of 105 units in 4 Buildings. Of the total, 100 Units in 2 Buildings shall be Garden Style Units and 5 Units in 2 Buildings shall be Townhouse Style Units. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of the Units currently phased into the Condominium are set forth in Exhibit B attached hereto, and are shown on the building floor plans contained on the Site Plan recorded herewith.

The Site Plan shows the layout, locations, unit numbers and dimensions of the Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant adds additional Units to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with any amendment to this Master Deed adding additional Units to the Condominium, the Declarant shall record new site and floor plans showing the buildings and units forming part thereof.

(c) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof shall be measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Doors, windows, and interior walls which abut a Unit are part of the Unit. All storm windows (if installed), screens (if installed), windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Trustees of the Condominium Trust (the "Trustee"), as defined in the Declaration of Trust of Winslow Point Condominium Trust dated June 20, 2024, and recorded herewith (the "Condominium Trust"); provided, however, that prior approval of the Trustee shall not be required for any such change, replacement or repair by the Declarant.

(d) Each Unit excludes the fire wall/party wall between units, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services which are situated within a Unit, but which serve one or more other Units.

(e) Each Unit includes the ownership of all utility installations contained therein, or within the Common Elements, which exclusively serve the Unit, including without limitation the heating, ventilation and air conditioning equipment, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue (if installed) and dryer vents and all other utilities or fixtures exclusively servicing that Unit. Each Unit also includes the ownership of all pipes, wires, and utility lines located outside the Unit but which exclusively serve the Unit.

(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(g) Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Common Areas and Facilities.

Except for the Units and such rights, interests and easements as are reserved by and to the Declarant under this Master Deed, the entire premises, including without limitation, the land and all parts of all buildings and all improvements shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as "General Common Areas and Facilities" or "Common Elements" to distinguish them from Limited Common Areas as defined in paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

1. The land on which each of the Buildings is erected and all other land and improvements within the boundaries of the Property;
2. The landscaping, hardscape(s) and any fencing;
3. All foundations, columns, girders, beams and supports of the Units;
4. All exterior walls and roofs of the Units/Buildings;
5. All tanks, pumps, sewer pumps, motors, fans, compressors and control equipment servicing more than one Unit; and fire suppression systems(s) servicing more than one unit;

6. All internal roadways, parking areas, lighting, mailbox areas (if any), sitting areas (if any), recycling area(s) and walkways located on the Property, the use of which is not specifically reserved or granted to any Unit Owner as Limited Common Area;
7. All other parts of the Condominium and all apparatus and installations existing in the Buildings or on the Condominium land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium; and
8. Stormwater and rooftop runoff conveyance and maintenance facilities, including all catch basins, subsurface infiltration systems, detention basins and appurtenant equipment, which shall be maintained by the Condominium Trust
9. Electric vehicle charging stations, if any;
10. The water and sewer distribution system;
11. The Limited Common Areas and Facilities identified in this Master Deed, subject to the rights of exclusive use thereof by one or more Units as hereinafter described including in paragraph 7 below; and
12. Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Common Areas and Facilities shall be subject to the provisions of this Master Deed and of the Declaration of Trust, and to the Rules and Regulations promulgated pursuant thereto, with respect to the use of the Common Elements, and shall be subject to all rights, interests and easements reserved by or to the Declarant in this Master Deed and said Declaration of Trust.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10 and 11 hereof, 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.

7. Limited Common Areas and Facilities. The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities (sometimes called "Limited Common Areas," "exclusive use area" or "EUA") for the exclusive use of one or more Units as hereinafter described:

(a) As to so-called Townhouse Style Units, the Declarant anticipates that the Limited Common Areas and Facilities of such Units will include the following:

(i) **Driveways.** Included with and appurtenant to each Unit will be the driveway area leading from the roadway to the garage portion of the Unit which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(ii) **Patios, Front Entry Stoops, Porches, Bulkheads, Privacy Screens and Decks.** If a Patio, Front Entry Stoop, Porch, Bulkhead, Privacy Screen(s), and/or Deck is attached solely to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(iii) Steps or walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone, provided that any steps or walkways which serve more than one Unit shall be for the shared exclusive use of the Units they serve.

(iv) Any heating and/or cooling unit, if located in the Common Elements adjacent to each Unit and exclusively serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained, repaired, and replaced by such Unit Owner at his or her sole cost and expense. Each Unit exclusively served by such heating and/or cooling unit shall have an appurtenant easement to maintain same in such location in the Common Elements and to connect same to the interior of the Unit through the Common Elements for reasonable use thereof.

The cost of maintenance, repair, and replacement of (i) the interior of any screened-in porch (including, without limitation, screening, doors and windows), and (ii) any bulkhead shall be borne by the unit owner to whose appurtenant patio or deck such screened-in porch is attached or to whose Unit such bulkhead is attached. If the interior of any screened-in porch, or if any bulkhead, is not maintained, repaired or replaced to the Trustees' satisfaction, the Trustees may, at their sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of the same to the owner(s) of the Units benefiting from such work. Any such assessment shall be a common expense constituting a lien against the Unit benefiting from any such work until paid. The foregoing obligation to maintain, repair and replace the interior of screened-in porches and bulkheads shall exclude cleaning and any painting or staining of the exterior surfaces of such screened-in porches and bulkheads.

The Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof. The maintenance, repair and replacement of Limited Common Areas and Facilities identified above are governed by the provisions contained in Section 5.3 of the Condominium Trust.

(b) As to so-called Garden Style Units:

(i) Exclusive Use Parking Spaces. There are a certain number of parking spaces located in the basement level of the Buildings (the "Parking Spaces"). Each of the Parking Spaces is intended for the parking of one (1) vehicle, except that certain of the Parking Spaces are arranged as so-called tandem parking spaces for the parking of up to two vehicles, one behind the other. The Parking Spaces, including those arranged as tandem Parking Spaces, are shown on the Plans of the Condominium. The following provisions shall apply to the Parking Spaces and, unless otherwise expressly stated, shall apply to single Parking Spaces and to tandem Parking Spaces.

(1) The Declarant hereby expressly reserves to itself, its successors and assigns, the exclusive right, at any time and from time to time, to establish and sell, grant, or convey to Unit Owners easements for the exclusive use of each of the Parking Spaces, including all such Parking Spaces as are shown on the Plans, as well as those shown on any new or amended Plan(s) of the Condominium which may be recorded hereafter, including pursuant to rights reserved herein to the Declarant. Parking Spaces may be sold, granted or conveyed ("conveyed") by the Declarant by deed together with a Unit, or by separate recorded instrument to the Owner of a Unit, for such consideration as the Declarant shall determine in its sole discretion, and such consideration shall be and remain the Declarant's sole property. Each Parking Space so conveyed by the Declarant shall be appurtenant to the Unit with which it is conveyed, if conveyed by deed, or to the Unit identified in the instrument of conveyance if conveyed by separate recorded instrument. Except to the extent that transfer of Parking Spaces is permitted under this Section 7(b)(i), each Parking Space shall remain appurtenant to such Unit. The Declarant further reserves the right, with respect to Parking Spaces that have not been conveyed by the Declarant, to use, rent, license, or lease such Parking Spaces and to permit parking therein by sales personnel, vendors, and visitors.

(2) The percentage undivided interest attributable to each of the Parking Spaces shall be determined upon the basis of the approximate relation that the fair value of each Parking Space

bears to the aggregate fair value of all Units and Parking Spaces in the Condominium and shall be set forth on Exhibit B, as may be amended. The then-current Owner of each Parking Space shall bear the common area charges associated with such Parking Space according to such Parking Space's percentage interest and shall be entitled to vote and otherwise exercise the percentage interest associated with the Parking Space in the same manner as applies to a Unit's percentage interest as provided for in this Master Deed and in the Declaration of Trust, as each may be amended.

(3) A Parking Space may be transferred separately from a Unit by an instrument of conveyance recorded with the Registry, but must, at all times, be held by a Unit Owner(s) of and used for the benefit of, a Unit located in this Condominium. Upon the recording of such instrument of conveyance in accordance with the provisions hereof, the Parking Space shall be appurtenant to such Unit as is then owned by the Owner to whom the Parking Space is conveyed and identified in such instrument. Any purported transfer of a Parking Space in violation of this restriction (including any purported division or separate conveyance of one space of a tandem Parking Space) shall be void, and title to such Parking Space shall be deemed to have remained with the Unit it previously benefited. Any reservation of such a Parking Space shall, likewise, be deemed void if the reserving party does not then own a Unit that is allowed the benefit of the Parking Space pursuant to the terms of this restriction. Any deed of a Unit then enjoying the benefit of such Parking Space which does not specifically refer to the Parking Space shall be deemed to have conveyed with the Unit the exclusive use of the Parking Space, unless the Unit deed specifically indicates to the contrary and the indication is not in violation of this restriction.

(4) Notwithstanding any sale, grant or conveyance of a Parking Space made pursuant to the terms and provisions of this Master Deed, or any lease or license of any such Parking Space, in the event that the Declarant or the Trustees, in its or their discretion, determine that a particular Parking Space which previously has been sold, granted or conveyed to a Unit Owner is needed for use by a handicapped resident, the Trustees may require, in their discretion, that the Parking Space be surrendered by the Unit Owner having the exclusive use thereof in exchange for the grant of a different Parking Space (a "Substituted Space") designated by the Trustees, such process being referred to herein as a "Handicapped Space Substitution." Any such Handicapped Space Substitution may be carried out by written notice to the Unit Owner holding the exclusive right to use the Parking Space, and the recording with the Registry of a written instrument, executed by the Trustees, as may be the case, granting the Substituted Space and describing the Handicapped Space Substitution. Thereafter, the Unit Owner required to surrender the Parking Space for handicapped use shall be deemed the owner of the Substituted Space, and any mortgage previously encumbering the Parking Space surrendered shall be deemed released and automatically extended to thereafter encumber the Substituted Space. For so long as the Declarant's reserved rights, interests and easements under this Master Deed are and remain in effect, the Declarant shall have the right, but not the obligation, to undertake Handicapped Space Substitutions in the same manner as the Trustees hereunder. Each Unit Owner, by the acceptance of a grant or conveyance of a Parking Space, and each such Owner's mortgagees, if any, by acceptance of a mortgage from such Owner, thereby irrevocably appoints the Trustees (and the Declarant, to the extent the Declarant in its discretion determines to exercise the foregoing rights) as their attorneys-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to effectuate a Handicapped Space Substitution as provided for hereunder and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose, promptly upon request of the Trustees or, if applicable, the Declarant.

(5) A Unit Owner shall have the right, subject to and in accordance with the applicable provisions of the condominium documents (i) to use a Parking Space for the parking of one vehicle (or, in the case of a tandem parking space, up to two vehicles) that is accessory to the use of his or her Unit; or (ii) to lease or license the use of such Parking Space, but only to another resident of the Condominium, and provided that (1) such lease or license is in writing, and requires compliance with the Condominium Documents, including this Section 7(b)(i); (2) the use of such

Parking Space is accessory to the residential use of the Unit in which the lessee or licensee resides, and (3) the Trustees are given written notice of such lease or license prior to the commencement of the term thereof.

(6) Each Unit Owner and each person using a Parking Space shall bear all risks, including, without limitation, theft and vandalism, with respect to his or her use of any Parking Space and the parking area in which it is located, and shall carry appropriate motor vehicle liability insurance with respect to any vehicle of his or hers that is or will be parked in such Parking Space(s). Each such Unit Owner and each person using a Parking Space shall hereby be deemed to have released the Declarant, the Trustees, their respective agents, employees, successors and assigns, and the other Unit Owners of the Condominium from any liability in connection with the use of any Parking Space and the parking area in which it is located, and to have agreed to indemnify, defend, and hold harmless such persons from and against any and all liability, loss, injuries or damage associated with his/her use of any Parking Space or such parking area.

(7) Each Unit Owner having the exclusive use of a Parking Space shall be responsible, at his/her cost or expense, for keeping such Parking Space in a reasonably clean and well-maintained condition, and shall comply with all of the terms, conditions, and restrictions governing the use of Parking Spaces under this Master Deed, the Declaration of Trust, and the Rules and Regulations. Each such Unit Owner shall be liable to the Trust for any non-compliance with the foregoing requirements, and for any damage to any Parking Space or any associated Common Elements arising from or in connection with the use of a Parking Space, including by any person using such owner's Parking Space with the knowledge or consent of such Unit Owner. Except to the extent otherwise provided herein, or in the Declaration of Trust, maintenance and repair of the Parking Spaces, including paving and striping thereof, shall be performed by the Trust, at Common Expense, in accordance with the common area maintenance and repair provisions contained in the Declaration of Trust.

(8) In connection with the performance of any inspection, maintenance, repair or replacement of the Common Elements, including such portion as contains the Parking Spaces, or in the event of any casualty loss or damage thereto, the Trustees shall have the right, in their discretion, to require that Parking Spaces be vacated temporarily, including overnight or for longer periods of time if necessary to permit any such inspection, maintenance, repair or replacement to be performed, and the Condominium Trust shall not be liable, for compensation or otherwise, to any Unit Owner or other person on account thereof.

(9) If the Property is removed from the provisions of Chapter 183A, all interests in the Parking Spaces shall be deemed extinguished as of the date such removal becomes effective.

(ii) **Non-Exclusive Use Parking Spaces.** The Garden Style Buildings have two adjacent surface parking areas containing a total of approximately 90 parking spaces. Use of such parking spaces shall be restricted to Owners and guests of the Garden Style Units, subject to the right of the Trust, including its agents, to use one or more such spaces for purposes related to the administration of the Trust. The Trustees shall have the right and authority to regulate and administer parking in such parking areas from time to time, including by Rule and Regulation.

(iii) Any heating and/or cooling component, if located in the Common Areas and Facilities adjacent to each Unit and exclusively serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained and repaired by such Unit Owner at his or her sole cost and expense.

(iv) **Patios and Balconies.** If a Patio or Balcony is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the Unit Owner in a manner consistent with the provisions of this Master Deed, the Condominium Trust, and the By-Laws and the Rules and Regulations promulgated pursuant thereto.

(C) As to all so-called Townhouse Units collectively. Some of the Common Areas and Facilities that (i) comprise each of the Townhouse Building(s) (exclusive of the Units and the Limited Common Areas appurtenant to individual Units in each such building) and/or (ii) serve solely or primarily the Units of such Townhouse Building(s), and (iii) are to be maintained, repaired and replaced by the Trust with the costs and expenses thereof to be assessed solely to the Unit Owners of the Townhouse Units, as identified and provided for in Article V, Section 5.5.7 of the Declaration of Trust, shall be deemed Limited Common Areas of the Townhouse Units Group.

(D) As to any so-called Garden-Style Units collectively. Some of the Common Areas and Facilities that (i) comprise each of the Garden Style Building(s) (exclusive of the Units and the Limited Common Areas appurtenant to individual Units in each such building) and/or (ii) serve solely or primarily the Units of such Garden Style Building(s), and (iii) are to be maintained, repaired and replaced by the Trust with the costs and expenses thereof to be assessed solely to the Unit Owners of the Garden Style Units, as identified and provided for in Article V, Section 5.5.8 of the Declaration of Trust, shall be deemed Limited Common Areas of the Garden Style Units Group.

As provided in Paragraph 16 hereof, the Declarant hereby reserves the right and easement to designate and grant Limited Common Areas and Facilities for the exclusive use of Units to be added to the Condominium as part of any future phase(s) and, if such Limited Common Areas and Facilities vary or are different from those described above in this paragraph 7, shall specify and describe such Limited Common Areas and Facilities in the amendment to this Master Deed adding such phase(s).

8. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest of each Unit and Exclusive Use Parking Space in the Common Areas and Facilities has been determined in conformance with Chapter 183A, upon the basis of the approximate relation that the fair value of each Unit and Exclusive Use Parking Space measured as of the date of this Master Deed bears to the aggregate fair value of all Units and Exclusive Use Parking Spaces, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

From and after the addition to the Condominium of any subsequent phase or sub-phase containing additional Units and/or Exclusive Use Parking Spaces pursuant to the provisions of this Master Deed, the percentage ownership interest to which the Initial Units and Exclusive Use Parking Spaces (and any Unit and Exclusive Use Parking Space added by way of previously recorded Phasing Amendments) are entitled shall be reduced accordingly and the percentage ownership interest of the Initial Units and Exclusive Use Parking Spaces and all Units and Exclusive Use Parking Spaces subsequently included herein shall be determined as set forth above.

The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.00 percent total for all Units and Exclusive Use Parking Spaces. Solely for purposes of calculating common expense assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

9. Purpose and Restriction of Use.

(a) Purpose and Restriction of Use for all Units: The purposes for which the Units are intended to be used are as follows:

- (1) Each Unit shall be used only for residential dwelling purposes.
- (2) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance and shall be used only for residential dwelling purposes.

(3) No alteration, addition or change to any part of the Common Areas and Facilities may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Areas and Facilities or Limited Common Areas and Facilities without the prior written consent of the Trustees. The provisions of this paragraph shall not apply to Declarant.

(4) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Limited Common Areas and Facilities, without the prior written approval of the Trustees. Without limiting the foregoing, all proposed subflooring and finish flooring changes inside a Garden Style Unit must be approved pursuant to this provision. Prior to the Transition Event, as defined in the Declaration of Trust, the Trustees shall be under no obligation to answer any such written request or grant any such approval. After the Transition Event, the Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed non-structural addition, alteration or improvement to such Unit Owner's Unit (but not as to any Limited Common Areas and Facilities of such Unit) within ninety (90) days after such request is received (as said period may be extended reasonably by the Trustees, in their discretion, for submission of additional information or supporting materials, or independent review, as may be required by the Trustees for consideration of such request), and failure to do so within the stipulated time shall constitute an approval by the Trustees of the proposed addition, alteration or improvement; provided, however, that no such addition, alteration or improvement shall be made that would affect the exterior appearance of the Unit, the building, or any of Limited Common Areas and Facilities. Whether approval is obtained in writing from the Trustees or constructively due to failure to reply within the time permitted hereunder, no Unit Owner shall make any such addition, alteration or improvement in or to any Unit or any Limited Common Areas and Facilities without first (1) obtaining and maintaining during the course of such work such insurance as the Trustees may reasonably prescribe and providing the Trustees with a certificate of insurance prior to the commencement of the work; (2) executing and delivering to the Trustees an agreement, in form and substance reasonably satisfactory to the Trustees, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, and containing such terms and conditions as the Trustees may impose in their discretion for the performance of such work; and (3) executing and delivering to the Trustees an agreement indemnifying and holding harmless the Trustees, its agents and employees, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. Additionally, any such alteration, addition or improvements shall be subject to all other applicable provisions of the condominium documents of the Condominium, unless such agreement expressly provides otherwise. Without limitation, no such addition, alteration or improvement shall jeopardize the soundness or safety of the Common Elements, including the Building, or any Unit. In the event the Trustees choose to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from any such alteration, addition or improvement.

(5) Any application to any department of the Town of Grafton or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be completed by the Unit Owner and approved by the Trustees, without however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(6) These provisions shall not apply to Units owned by the Declarant or its designee until such Units have been initially conveyed by the Declarant or such designee.

- (7) Any alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, standards and requirements of any and all governmental agencies having jurisdiction thereof.
- (8) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Units or color of the Buildings or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made without the express written approval of the Trustees and unless the Unit Owner complies with requirements of any architectural control provisions, rules, and policies as may be promulgated by the Trustees from time-to-time. This provision shall not apply to any of the foregoing that were originally installed or constructed by Declarant and is intended to apply to subsequent changes, alterations or additions contemplated by the Unit Owner.
- (9) Unit Owners who mortgage their Unit shall notify the Trustees providing the name and address of the mortgagee.
- (10) The Trustees shall, at the written request of the mortgagee of the Unit report any unpaid Common Charges due from the Unit Owner of such Unit. The cost of administering such request, if any, shall be borne solely by the Unit Owner.
- (11) No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.
- (12) No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (13) Rules and Regulations promulgated by the Trustees concerning the use of the Property shall be observed by the Unit Owners, provided, however, copies of such regulations are furnished to each Unit Owner prior to the time the Rules and Regulations become effective.
- (14) The Common Expenses shall be paid when due.
- (15) Occupancy of the Units shall be restricted to Residential Occupancy in accordance with the Zoning By-Laws.
- (16) No Unit Owner may alter the landscaping located on the Common Areas and Facilities.
- (17) No enclosure, awning, screen, screen door, antenna, solar panel, satellite dish, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building without the express written approval of the Trustees.
- (18) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas and Facilities in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas and Facilities.

(19) No Unit or any part of the Common Areas and Facilities or Limited Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

(20) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of law.

(21) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use and are in compliance with local and state ordinances and laws) may be stored in any Unit.

(22) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said Unit which could structurally change any building, without the prior written permission on each occasion by the Trustees.

(23) Each Garden Style Unit Owner whose Unit is located over other Units in a Garden Style Building shall maintain carpeting, carpeting/padding, and/or area rugs on a minimum of seventy-five percent (75%) of all hard floor surfaces (excluding kitchens, closets and bathrooms).

(24) There shall be no accessory apartments permitted. There shall be no additional bedrooms constructed. All Garden Style Units are limited to a maximum of one bedroom in one-bedroom units and two bedrooms in two-bedroom units. All Townhouse Style Units are limited to a maximum of three bedrooms in three-bedroom units.

(25) Up to two non-roaming cats or dogs per Unit may be kept by any Unit Owner. All dogs shall be properly licensed and shall have rabies and distemper vaccinations annually, proof of which shall be provided to Managing Agent. No reptiles, ferrets, guinea pigs, potbelly pigs, rodents, wild animals nor other species of pet may be kept in a Unit. Notwithstanding the foregoing, fish in a fish aquarium may be kept in any Townhouse Unit. Fish may be kept in a fish aquarium in a Garden Style Unit by the Unit Owner or occupant thereof, but only with the prior written consent of the Trustees which consent may be granted or denied in the Trustees' discretion. No pet shall be left unattended on or in, and no pet shall be tied to any Common Area, including any Limited Common Area. All Unit Owners shall comply with such requirements as the Trustees may establish from time to time, including by rule and regulation, regarding registration, licensing and vaccination of pets. Without limitation, any Unit Owner desiring to bring a pet into the community must register the pet with the Trust's property manager, and the Trustees may specify registration forms, procedures and requirements from time to time, in their discretion. Upon petition by any Unit Owner, the Trustees, in their discretion, shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only Unit Owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any Unit. Pets shall not be permitted to defecate or urinate in any Limited Common Area and, if any pet defecates or urinates in a Common Area the Unit Owner or occupant of the Unit in which the pet is being kept shall clean up and dispose same immediately and properly. The repair of any damage caused by a pet, shall be the responsibility of the Owner of the Unit in which the pet lives. The Trustees are authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the Owner of the Unit in which the pet lives shall be assessed the cost of such repair. In the event of any violation of this pet restriction by a Unit Owner or occupant of a Unit, the Trustees, in their discretion, may assess fines and assess costs

or expenses incurred in connection therewith to the Unit Owner of the Unit in which such pet is being kept. Such fines may be in such reasonable amounts as the Trustees may determine, in their discretion from time to time, including by Rule and Regulation. Without limiting the remedies of the Trustees, any pet causing or creating a nuisance or unreasonable disturbance or noise, as determined by the Trustees in their discretion, may be permanently removed from the Property upon three (3) days written notice from the Trustees. Any costs and reasonable attorneys' fees associated with such removal shall be borne by the Unit Owner who owns such pet or in whose Unit such pet is kept. Each Unit Owner shall hold the Trustees and each of the other Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of his or her pet(s) within the Condominium. Any amendment to these pet restrictions which restricts (or amends an existing restriction as to) breed, weight and/or number of pets will be enforced prospectively after such amendment takes effect. Existing pets then being kept by existing Unit Owners in compliance with these pet restrictions will be "grandfathered-in" under any such amendment, to the extent such pet otherwise would not be in compliance with these pet restrictions, as so amended. However, the foregoing "grandfathering" provision shall not apply to new pets kept in a Unit after such amendment to these pet restrictions takes effect.

(26) Unit Owners may not display "For Sale" or "For Rent" or any other signs in windows of or otherwise on the exterior of their Units nor may the Owners of Units place window displays or advertising in windows of such Units or on or in the Common Elements including any Limited Common Elements. This provision is not applicable to the Declarant.

(27) The Units are subject to the terms and conditions of certain instruments of record, as any such instrument(s) may be amended, including, without limitation, a certain Regulatory Agreement and Declaration of Restrictive Covenants dated December 7, 2023 and recorded with the Registry of Deeds in Book 70006, Page 100, as amended, a certain Special Permit and Site Plan Approval Decision of the Grafton Planning Board issued August 24, 2020 and recorded on January 21, 2021 with the Worcester District Registry of Deeds in Book 64283, Page 338 as amended on September 13, 2022 and recorded on March 16, 2023 with the Registry of Deeds in Book 68921, Page 87 and as further amended on April 11, 2023 and recorded on May 17, 2023 with the Registry of Deeds in Book 69141, Page 77, as the same may be amended from time to time (the "Special Permit"); and a certain Order of Conditions (DEP File # 164-0985) issued by the Grafton Conservation Commission dated July 29, 2020 and recorded on August 14, 2020 with the Registry of Deeds in Book 63017, Page 326 as amended on September 6, 2022 and recorded on September 14, 2022 with the Registry of Deeds in Book 68209, Page 318, as extended by Extension Permit issued September 13, 2022, recorded with the Registry of Deeds in Book 68222, Page 161, and a certain Wetlands Permit issued by the Grafton Conservation Commission dated July 29, 2020 and recorded on August 14, 2020 with the Registry of Deeds in Book 63017, Page 343 as amended on September 6, 2022 and recorded on September 14, 2022 with the Registry of Deeds in Book 68209, Page 342, as extended by Extension Permit issued September 13, 2022, recorded with the Registry of Deeds in Book 68222, Page 167, and a certain Stormwater Permit issued by the Grafton Conservation Commission dated July 29, 2020 and recorded on August 14, 2020 with the Registry of Deeds in Book 63017, Page 350 as amended on September 6, 2022 and recorded on September 14, 2022 with the Registry of Deeds in Book 68209, Page 334, as extended by Stormwater Extension Permit issued on September 13, 2022, recorded with the Registry of Deeds in Book 68222, Page 165 (All Conservation Commission approvals are the "Order of Conditions").

(28) All window treatments shall be white as seen from the exterior of the building (i.e. curtains with a white liner or blinds that are white on the exterior side), or such other neutral color as the Trustees may determine from time to time.

(29) The Trustees or the Managing Agent may retain a pass-key to each of the Garden Style Units. Garden Style Unit Owner shall not alter any lock on any door leading to his or her Unit without the written consent of the Trustees or the Managing Agent. If such consent is given, the Trustees or the Managing Agent shall be provided with a key upon request. In the event the Trustees must make a forced entry because of failure by the Unit Owner to provide the key, the Unit Owner shall be responsible for any damages caused by the entry.

(30) **Parking Restrictions.** All vehicles parked within the Condominium, excluding vehicles parked entirely within the garage of a Townhouse Style Unit, must be in operable condition and have current license plates, registration stickers, and inspection stickers. No Parking Space, except for spaces entirely within the garage of a Townhouse Style Unit, may be used for storage of any vehicle or other property, unless specifically permitted within this Master Deed, the Declaration of Trust or the Rules & Regulations. A Unit Owner who permits any guest, tenant, licensee or other party to use a Parking Space of such Owner shall be responsible for any violation of the condominium documents, including all provisions governing use of Parking Spaces, caused or permitted by any such person. The Trustees shall have the right, without liability or obligation to any Unit Owner or other person, to restrict vehicle size to certain dimensions as the Trustee shall determine in their discretion, by Rule and Regulation, and to enforce such restrictions. All vehicles must be parked wholly within the Parking Spaces. Any vehicle not in conformance with the above may be moved or removed by the Trustees, without notice and at the expense of the vehicle owner. The Trustees, in their discretion and without obligation, may further regulate use of Parking Spaces by Rule and Regulation adopted or amended from time to time by the Trustees in their discretion.

(31) **Hot Water Tank Replacement.** Each Unit Owner, at his or her cost, shall replace any hot water tank in his or her Unit, whether installed by the Declarant or otherwise, no later than the manufacturer's warranty expiration date of the hot water tank or 10 years after installation of the hot water tank, whichever is earlier occurring. Any hot water tank installed by a Unit Owner shall be new from the factory and have no less than a five (5) year manufacturer's warranty. Hot water tank replacement shall only be performed by a trained and qualified professional in accordance with manufacturer's specifications. Any such trained and qualified professional must carry general liability insurance and workers compensation insurance as applicable. The Condominium Trustees shall have the right to require Unit Owners to show evidence of hot water tank replacement along with the exact make and model number and manufacturer's warranty period. The Condominium Trustees (or their designee) shall have the right, but not the obligation, to track this information to ensure proper replacement in the future. In the event a Unit Owner fails to timely replace a hot water tank in accordance with this section, the Condominium Trustees shall have the right to a.) fine the Unit Owner in accordance with the Rules and Regulations, and/or b.) enter the unit and replace the hot water tank and charge the replacement cost to the Unit Owner's account. Unit Owners shall be strictly liable for any and all damage caused by a hot water tank that has not been maintained in compliance with this paragraph.

(b) **Leasing Restrictions:** All leases or rental agreements for Units shall be in writing, and of a minimum duration of twelve months. Unit Owners are required to provide the Trustees with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for Units within the Condominium shall include the following language:

This lease is made in all respects subject to the Landlord's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations adopted or to be adopted by the Trustees of the Condominium. The parties hereto covenant and agree as follows: The tenant's

right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes. Failure to comply with these provisions shall be deemed a material breach of this Lease Agreement.

Violation-by-Tenants: Unit Owners are responsible for the violations of the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Trustees as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his or her obligations and agrees to abide by the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Landlord, due to noncompliance by the Tenant, shall be reimbursed to the Landlord by the Tenant in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Landlord upon termination of this agreement. A copy of this lease shall be filed by the Unit Owner with the Trustees of the Condominium:

Winslow Point Condominium, c/o the Management Company

Each lease must contain the following information: the names of all persons that will reside in the unit, a listing of all pets being kept in the Unit (if applicable), make, color and plate number of each vehicle to be parked in the Condominium; and the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease at the above address prior to occupancy of his Unit by tenant shall be assessed a penalty set by the Trust a.k.a. the association of Unit Owners (the "Unit Owners' Association") for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(c) Affordable Units Restriction: The Special Permit provides that at least 20% of all Units built shall be Affordable Units. Any unit designated as an "Affordable Unit" (or as "AFU" on Exhibit B) is subject to the affordability restrictions, terms and conditions contained in Section 12.2.4 of the Grafton Zoning By-law and the Declaration of Affordable Housing Restriction, to be recorded (the "Affordable Housing Restriction"), as well as the Affordable Housing Deed Rider attached to the Unit Deed for that Unit. Any amendment to the Master Deed which purports to alter, amend or delete this paragraph shall be void and of no force and effect unless in compliance with the termination and extinguishment provisions of the Zoning By-Law, the Affordable Housing Restriction and Affordable Housing Deed Rider for that Unit.

10. Rights Reserved to the Declarant for Sales and Future Development.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant as the owner of such unsold Units shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and license the use of any unsold Units, subject to the provisions of Paragraph 9(b) hereof;
- (ii) Raise or lower the price of unsold Units and/or Exclusive Use Parking Spaces;
- (iii) Use any Unit owned or leased by the Declarant as an office for Declarant's use or as a model for display for purposes for sale or leasing of condominium units; and
- (iv) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest (except as otherwise provided herein relative to adding phases to the Condominium) of any previously sold Unit or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.
- (vi) At the Declarant's option, the Declarant shall have the right to continue to use the sprinkler room and mechanical/electrical room located in an underground parking garage in any of the Garden Style Building(s) as an office for a period of one (1) year after the conveyance of the final Unit of the Condominium to a third-party purchaser and shall vacate said office(s) within a reasonable time after said one (1) year period at no cost to Declarant. The rights hereby created shall include but not be limited to physical access to and use of the designated rooms and/or areas, the right to connect to and into the electrical system, and the right to use such system without cost.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, landscape, hardscape and such sales signs, banners, flags, and other advertising and promotional notices, displays and insignias they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer[s], construction trailer[s] and/or storage trailer[s]) erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, photovoltaic, wind turbines, sewer, water, propane, and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium including the development, construction and addition to the Condominium of future phases as permitted by paragraph 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, warranty service, and sales and marketing for such periods of time as shall be conveniently required for said development, warranty service and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating

development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium for the purposes of installing utilities and constructing other improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Condominium. . The reservations by the Declarant in this paragraph also shall apply to and be for the benefit of any portion of any additional land that is owned by or may be acquired by the Declarant, its successors or assigns, and has not been added to the Condominium and shall apply to and be for the benefit of any portion of the Property that has been removed from the Condominium by the Declarant.

(d) The Declarant hereby reserves to itself and its successors and assigns the right to grant or cause the Trustees of the Condominium to grant easements and rights of way, including for utilities, across, under, over and through the Property and the Common Areas and Facilities, or any portion thereof, which Declarant determines necessary or convenient in connection with the development of the Condominium or the development of any additional land that may be added to the Condominium or of any land that may be removed from the Condominium by the Declarant.

The Condominium Trust shall have no right to any compensation, rentals, and/or lease payments in connection with any of Declarant's rights enumerated above.

The Original Trustee of the Condominium Trust (as defined in the Condominium Trust), as the Trustee of the Condominium Trust, as well as any other Declarant appointed Trustees, are responsible solely for their obligations as trustee of the Condominium Trust set forth in the Trust and the provisions of MGL 183A, and said obligations commence only after the Condominium Trust is recorded at the Registry and then only to any Units, Common Areas and Facilities, or Limited Common Areas which have been made a part of the Condominium through either this Master Deed or a Phasing Amendment to this Master Deed.

Each Unit Owner, by recording the deed to his or her unit with the Registry, acknowledges that the Original Trustee of the Condominium Trust (as defined in the Condominium Trust), in its capacity as Trustee of the Condominium Trust, as well as any other Declarant appointed Trustees, shall have no liability for the construction of the Units, Common Areas and Facilities, or Limited Common Areas.

11. Rights Reserved to the Condominium Trust.

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees of the Condominium shall determine appropriate) to the Unit Owner involved, (or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit), the Trustees of the Condominium shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas. In addition, the Trustees shall have the following rights and easements:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and Facilities and to do other work reasonably necessary for the proper maintenance or operation of the Condominium;

(b) To grant permits, licenses and easements over the Common Areas and Facilities, for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, photovoltaic, wind turbines, propane, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Condominium Trust shall deem necessary or desirable for the proper operation and maintenance of the Condominium; and

(c) To grant easements to the Town of Grafton as may be required under the terms of the Special Permit and the Order of Conditions (the Special Permit and any other permits or approvals required to complete the condominium, and the Order of Conditions are hereinafter collectively referred to as (the "Permits/Approvals")

Exercise of the foregoing rights shall be subject to the rights and easements reserved to the Declarant, including under Sections 10 and 16 hereof.

12. The Condominium Unit Owners Association.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the WINSLOW POINT CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust"), under a Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for the Common Areas and Facilities. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Trustees") is Winslow Point Trustee LLC.

The mailing address of the Condominium Trust as of this date is Winslow Point Condominium Trust, c/o Winslow Point Trustee LLC, 1900 West Park Drive, Suite 180, Westborough, MA 01581.

The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The FISCAL YEAR of the Condominium Trust shall begin on January 1st of each year.

13. Easements

The Trustees shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense. The Trustees shall have a right of access to all Common Areas and Facilities for maintenance, repair or improvement whether such Common Elements are restricted or not. In particular, the Trustees shall have the right and easement to enter the Common Areas and Facilities and Limited Common Areas to install, maintain and repair, replace and relocate (1) underground utilities, including, but not limited to electricity, telephone, gas, propane, water, including any irrigation system that serves the Condominium; (2) all pipes, lines, sewer pumps, pump houses and any other facilities associated therewith; and (3) drainage and sewerage facilities including, without limitation, detention basins and any and all associated infrastructure.

The Trustees shall have the right to grant such additional electric, gas, steam, propane, or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Trustees shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Areas and Facilities in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Areas and Facilities of the Condominium shall be the responsibility of the Trustees.

As a result of the above obligations and responsibilities, the Trustees or any of its directors, agents, employees or contractors shall have a right of access through, under, over and across the Common Areas and Facilities and the Units for the purpose of performing any of its obligations.

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

Each Unit Owner shall have an easement in common with the Unit 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 or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of all other Units to use and obtain access to the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in such Unit and serving other Units. The Trustees and any other person authorized by the Trustees or by the Manager shall have a right of access to each Unit, at reasonable times and upon reasonable notice, except in emergencies, for the purposes of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Building. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

14. Units Owner's Rights and Obligations.

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16 hereof), the Declaration of Trust, the By-Laws, the Unit Deed, and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the instruments affecting title to the land described in Exhibit A. 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 (including, without limitation, paragraphs 9 and 16 hereof), the Declaration of Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, thereby irrevocably appoints the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop the Condominium and any additional phase(s) or sub-phases of the Condominium, and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest (including the percentage interest attributable to the appurtenant Exclusive Use Parking Space, if any) as shown on Exhibit B of the most current Amendment to this Master Deed, in any and all matters related to election or removal of trustees or management of the condominium or any other matters in the Act or this Master Deed or the Declaration of Condominium Trust executed and recorded simultaneously herewith requiring a vote of Unit Owners.

(e) Each Unit Owner, including the Declarant, shall be required to pay its share of Common Expenses upon being assessed by the Trust. Such share shall be based upon the percentage interest shown for such Unit (and Exclusive Use Parking Space, if any) on Exhibit B. Each Unit shall be assessed its share of Common Expenses beginning on the date that particular Unit is added to the Condominium by the recording of this Master Deed or a subsequent Phasing Amendment. The Declarant shall be liable for each Unit's common expenses from the date it is added to the Condominium until the time of its initial transfer. Such Common Expenses are sometimes referred to as "General Common Expenses" in the Declaration of Trust and apply to all Units of the Condominium, as more particularly described in the Declaration of Trust including Section 5.5.6 thereof. As provided in the Declaration of Trust, including in Section 5.5.7 and Section 5.5.8 thereof, respectively, each Unit Owner of a Townhouse Unit also shall be required to pay its share of Townhouse Common Expenses and each Unit Owner of a Garden Style Unit shall be required to pay its share of Garden Style Units Common Expenses.

15. Amendments.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding any additional phase or sub-phase, including any new Unit(s) and/or additional land, to the Condominium or as otherwise reserved by the Declarant or provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least sixty seven (67%) percent of the proportionate percentage interest in the Common Areas and Facilities, as said interests are defined in Exhibit B to the most recent Phasing Amendment to this Master Deed, or if there is no Phasing Amendment, as defined in the Exhibit B attached hereto, or signed by a majority of the Trustees of the Trust, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least sixty seven (67%) percent of the proportionate percentage interest in the Common Areas and Facilities, or, in either event, such higher percentage as required by the Condominium Act; and (b) duly recorded with the Registry, provided, that:

(a) The date on which any instrument of amendment is first signed by an owner of a Unit or the majority of the Trustees shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) or sub-phases to the Condominium, no instrument of amendment which alters the proportionate percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

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

(e) No instrument of amendment which purports to affect the Declarant's reserved rights, interests, or easements under this Master Deed, including, without limitation, the reserved right to add additional phase(s) or additional land to the Condominium or to remove land as set forth in paragraph 16 or elsewhere in this Master Deed, or which purports to affect the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof or to amend this Master Deed in connection with exercise of any such reserved right, interests or easements shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the Master Deed and particularly the provisions of paragraph 16 hereof to include additional phase(s) or sub-phases, or Declarant's rights regarding future development under paragraph 10, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the

Registry. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of all of the Units of the Condominium (including all that can be added hereafter in one or more additional phases) or, fifty (50) years, whichever shall first occur. In the event the then-current guidelines of the Federal National Mortgage Association (FNMA) or the Federal Housing Administration (FHA) for multiple phase projects require such right to terminate prior to the time period set forth above, the Declarant shall shorten such time period so as to comply with said guidelines by an instrument signed by the Declarant.

(g) Except as to amendments made by the Declarant pursuant to its reserved rights under this Master Deed, including any Phasing Amendment, no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) or sub-phases to the Condominium, no instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC. Additional FNMA/FHLMC provisions for the protection of Mortgagees are included in Paragraph 19 below.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (g) through (h) of this paragraph 15 shall be of any force and effect unless signed by the Declarant at any time during which the rights, interests and easements reserved to the Declarant under this Master Deed remain in force and effect and, thereafter, unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(j) Except to the extent otherwise prohibited under the Master Deed and/or the Condominium Act, the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of sixty (60) days written notice sent to said Mortgagees by Certified Mail/Return Receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by one or more of the Trustees stating that all necessary notices have been sent via Certified Mail, Return Receipt Requested and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Declarant's Reserved Rights to Construct, Add Units/Add Land, Grant Certain Rights to the Town and Remove Land from Condominium

The Condominium presently is comprised of fifty (50) condominium units in one (1) building (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to limit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the Condominium by addition of various buildings, Units and land to the Condominium in multiple successive phases or sub-phases (sometimes referred to herein as "future phases," "additional phases" or "new phases"), with each such additional phase being comprised of one or more Units and/or, if applicable, the additional land or portion thereof.

The maximum number of Units in the Condominium, if all allowable buildings and Units currently permitted by the Permits/Approvals are constructed and added to the Condominium, is one hundred five (105) Units.

The Declarant shall be under no obligation to proceed beyond those Units contained in the Master Deed nor to add additional land to the Condominium; nevertheless, should the Declarant choose to proceed to expand the number of Units in the Condominium and/or add additional land, the following provisions shall define the Declarant's reserved rights, interests and easements and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights, interests, and easements to amend this Master Deed to add new Units and additional land to the Condominium as part of future expansion of the Condominium shall expire fifty (50) years following the recording of this Master Deed provided that this reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the permitted maximum number; or

(ii) The Declarant shall record with the Registry a statement specifically relinquishing its rights to amend this Master Deed to add additional Units to the Condominium.

Notwithstanding the foregoing, if the then-current guidelines of the Federal National Mortgage Association (FNMA) and/or Federal Housing Administration (FHA) for multiple phase projects require such rights to expire earlier than the dates set forth above, the Declarant shall shorten such time period so as to comply with said guidelines by recording a statement specifically amending this section of the Master Deed. Conversely, if the then-current guidelines of the Federal National Mortgage Association (FNMA) and/or Federal Housing Administration (FHA) for multiple phase projects permit such rights to expire later than the dates set forth above, the Declarant shall be allowed to lengthen such time period by recording a statement specifically amending this section of the Master Deed.

(b) Each additional phase following the initial phase created by this Master Deed shall consist of at least one Building; provided, however that the Declarant shall have the right and easement to add a sub-phase, which could consist of a portion of a Building, and to add a phase or sub-phase that includes or consists solely of additional land. Each Building will contain at least one unit as described on Exhibit B.

(c) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above unless and until the Declarant obtains the appropriate permits and approval from the Town of Grafton (if necessary) to do so.

(d) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein (to the extent allowed under the Permits/Approvals), which are to be added to the Condominium as part of future phases and to change the layout and configuration of the Condominium (to the extent allowed under the Permits/Approvals); provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed. The Declarant also reserves the right to add additional phases and sub-phases, including additional Units, Buildings and land therein, in any order, whether or not shown on the Plans.

(e) The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases and to grant easements to Unit Owners for the exclusive use of such Limited Common Areas. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(f) The Declarant may add future phases and the buildings and Units therein, including additional land on which such building and units are built, to the Condominium by executing and recording with the Registry amendments to this Master Deed each of which shall contain the following information:

(i) An amended description of any additional land and Building (or portion of the Building in the case of a sub-phase) being added to the Condominium. To the extent that additional land is added to the Condominium, the Declarant shall amend Exhibit A to include such additional land.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A. If any new land is added, a new site plan shall be recorded showing the additional land.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s) or sub-phase(s), the Units shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(g) The Declarant shall not amend the Master Deed so as to include any additional phase(s) or sub-phase(s) until the construction of the Buildings containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(h) The Declarant hereby reserves the right to add additional land to the Condominium including, without limitation, for the purposes of adding one or more additional phases to the Condominium. The Declarant reserves said right, but shall be under no obligation, to add any or all such additional land to the Condominium.

In addition to all rights, interests and easements reserved to the Declarant in this Master Deed for or in connection with development of future phases on the Common Areas and Facilities of the Condominium, Declarant shall have, and hereby reserves, for or in connection with development of any additional land that is owned by the Declarant but has not been added to the Condominium, all the same rights, interests and easements as are reserved by the Declarant in this Master Deed, including this paragraph 16, for or in connection with the development of future phases on the Common Areas and Facilities. Without limiting the generality of the foregoing, the Declarant shall have, and hereby reserves (i) a non-exclusive easement and right of way, in, on, over, under, through and upon the internal ways, streets, driveways, walkways, and other Common Areas and Facilities of the Condominium on foot and with vehicles (including construction vehicles and equipment) for access to and from such additional land, for utility purposes (including installation, connection to, and use of utility lines, equipment and services), and for construction and use of other improvements intended to serve such additional land or any buildings or

improvements thereon; and (ii) the right (for itself, and as attorney-in-fact for the Trustees, all Unit Owners, and all mortgagees of Units), to grant to the Declarant, its successors and assigns, and to any subsequent owner(s) of such additional land or portion thereof as has not been added to the Condominium, non-exclusive easements and rights of way as to the Common Areas and Facilities for the same purposes as are reserved to the Declarant under clause (i) of this paragraph; and to modify or confirm any such reservations or grants. (i) It is expressly understood and agreed that no such amendments related to the Initial Units, adding new phases or sub-phases, Units and/or additional land to the Condominium, or amendments removing land from the Condominium, or any changes made by the Declarant pursuant to the rights reserved hereunder shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as additional phase(s) or sub-phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights and easements hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, and liability for sharing in the Common Expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest in conformance with Chapter 183A after the addition of a new phase or sub-phase that includes one or more Units, the fair market value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair market value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(k) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights, interests, and easements under this paragraph 16 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph. Each Unit Deed shall contain a statement that the Condominium is phased and that the percentage interest may change as additional phases or sub-phases are added.

(l) In the event that, notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds any new phase(s) or sub-phase(s) (including, without limitation, any additional Unit(s) and/or additional land), to the Condominium or relates to the rights reserved by the Declarant in this Paragraph 16 (including such rights as pertain to any additional land and land removed from the Condominium), then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment (and any such other instrument as may pertain to such amendment or to the exercise by the Declarant of any such reserved rights) by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit Owner, by the acceptance of the Unit Deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(m) The Declarant shall have the right and easement to construct, erect and install on the Property (including, without limitation, for the benefit of any additional land whether or not added to the

Condominium) in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

- (i) Additional roads, drives, parking spaces and areas, walks and paths, landscaping or hardscapes;
- (ii) New or additional Limited Common Areas;
- (iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities;
- (iv) Amenities, recreational facilities and/or infrastructure to be used by the Unit Owners in the Condominium; and/or
- (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights, and easements reserved to it in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase (including any on additional land, whether before or after such additional land is added to the Condominium), an easement over that portion of the Property on which are or shall be located the Buildings constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement as well as the phasing rights reserved herein.

Ownership of each Building, together with the units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant until conveyed; and the Declarant shall have the right to sell and convey the said units as Units of the Condominium without accounting to any party with respect to the proceeds of such sales.

The Declarant also reserves the right to grant certain easements over certain Common Areas and Facilities of the Condominium to the Town of Grafton as may be required by the terms of the Permits/Approvals (as those may be amended), and to execute all instruments necessary in connection therewith. Every Unit Owner by the acceptance of a deed to the Unit hereby agrees that the Condominium Property is or may become subject to these easements in accordance with the terms of the Permits/Approvals, regardless of whether such instruments are recorded before or after this Master Deed.

The Property being submitted by the Declarant to Chapter 183A herein is fee simple condition subsequent, which means that the Declarant reserves the right to remove certain portions of the Property (including any additional land that has been added to the Condominium prior to such removal) upon certain conditions. In the event that the Declarant no longer plans to add additional phases on a certain portion of the Property which is included in the Condominium and relinquishes the Declarant's right to add phases on such portion by recording with the Registry a statement specifically relinquishing its rights to amend this Master Deed to add additional Units to the Condominium on said portion of the Property, then the title to said undeveloped portion of the Property shall revert in the Declarant, provided that the Declarant does not state otherwise in the statement recorded at the Registry and re-enters the Property. The foregoing provisions of this paragraph shall not preclude removal of different portions of the Property on more than one occasion. Upon removal of any such portion of the Property from the provisions of Chapter 183A, the interest therein, if any, of any Unit Owner, mortgagee holding a mortgage or security interest therein, and all Trustees under the Trust shall terminate and revert in the Declarant, its successors or assigns. Each Unit Owner, mortgagee holding a mortgage or security interest in a Unit, and all Trustees under the Trust do hereby appoint the Declarant, its successor or assigns, as such Unit Owner's, mortgagee's and Trustee's

attorney-in-fact to execute, acknowledge and deliver any or all instruments necessary and appropriate to re-vest fee absolute title thereto in the Declarant, its successors or assigns. The Declarant's reserved rights to remove certain portions of the Property include, without limitation, the right, but not the obligation, to identify from time to time such portions of the Property as are or remain subject to removal or that are not (or are no longer) subject to removal pursuant to the foregoing provisions of this paragraph 16. Without limitation, the Declarant may do so on the Site Plan or any revised Site Plan by delineating portions of the Property that are, or no longer are, subject to removal by the Declarant hereunder, or by description in any instrument executed by the Declarant and recorded with the Registry of Deeds (which, without limitation, may take the form of a phasing or special amendment to this Master Deed, as determined by the Declarant). The recording of any such Site Plan, revised Site Plan, or instrument shall not constitute the statement provided for in the immediately preceding paragraph unless so stated in such instrument, and, if recorded, shall not constitute a waiver or relinquishment of any right to remove certain portions of the Property as provided for above in this paragraph 16.

If any portion of the Property is so removed from the Condominium, the Declarant shall have, and hereby reserves, as appurtenant to such removed portion of the Property (i) a non-exclusive easement and right of way, in, on, over, under, through and upon the internal ways, streets, driveways, walkways, and other Common Areas and Facilities of the Condominium on foot and with vehicles, and for utility purposes (including installation, connection to, and use of utility lines, equipment and services), (ii) and the right (for itself, and as attorney-in-fact for the Trustees, all Unit Owners, and all mortgagees of Units) to grant, as appurtenant to all or any portion of such removed Property and for the benefit of any owner of such removed Property or any portion thereof, non-exclusive easements and rights of way for the same purposes as are reserved to the Declarant under clause (i) of this paragraph; and to modify or confirm any such reservations or grants. Whether or not expressly stated in each instance, each power of attorney or appointment of the Declarant as attorney-in-fact granted or reserved to the Declarant in this Master Deed or in the Declaration of Trust is coupled with an interest and irrevocable, and shall be binding upon each and every present and future Unit Owner of a Unit, holder of a mortgage on a Unit, and Trustee of the Trust, as applicable.

The terms "reserved rights" and "rights reserved," when used in the Condominium Documents with reference to or in connection with the Declarant, shall be deemed to and include "interests and easements," whether or not such words are included, unless otherwise expressly stated or the context does not so permit; and each reserved right includes an easement with a present right to enter upon and use the Common Areas and Facilities for exercise of such right, unless otherwise expressly stated. References to rights, interests and/or easements that are reserved to or by the Declarant shall be deemed to mean the Declarant, its successors and assigns, whether or not the words "successors and assigns" are included, unless otherwise expressly stated or the context does not so permit.

17. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Property in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith, which may be characterized as, without limitation, amenities, recreational facilities, and/or infrastructure. Upon substantial completion of any such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Trustees and the Trustees shall accept responsibility for such management, operation and maintenance in accordance with the terms of this Trust, however Declarant shall retain certain rights to use the Common Areas and Facilities to the extent set forth herein and in the Trust. Nothing contained in this paragraph 17, however, shall in any way obligate the Declarant to construct, erect or install any such shared and/or common use facility as part of the Condominium development.

18. Definition of "Declarant".

For purposes of this Master Deed and the Declaration of Trust, including the By-Laws therein and any Rules and Regulations promulgated thereunder, the term "Declarant" shall mean and refer to Pulte Homes of New England LLC, and any successors or assigns that come to stand in the same relationship as developer and declarant of the Condominium.

19. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary (other than the rights, interests, and easements reserved to the Declarant in this Master Deed and in the Condominium Trust and the By-Laws therein), and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above,

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid Common Expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A, as it may be amended from time to time.

(d) Any and all Common Expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for Common Expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

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

(ii) Change the percentage interest of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided, however, that the granting of easements/restrictions for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium including, without limitation, the granting of the certain easements in accordance with the terms of the Permits/Approvals, and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and Common Areas and Facilities of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

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

(i) An institutional first mortgage lender, upon request to the Trustees, will be entitled to:

(i) written notice of any proposed amendment of the Master Deed effecting a change in (a) the boundaries of the Unit or the exclusive easement rights appertaining thereto for the Unit on which it holds a first mortgage, (b) the interest in the General or Limited Common Areas and Facilities appertaining to such unit or the liability for Common Expenses appertaining thereto; (c) the percentage interest and voting rights appertaining to said unit, or (d) the purposes to which said Unit or the Common Areas and Facilities related to said Unit are restricted;

(ii) written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Trust By-Laws which is not cured within sixty (60) days;

(iii) inspect the books and records of the Trust at all reasonable times;

(iv) receive an audited (or less intensive attestation as may be allowed by Chapter 183A) financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust;

(v) receive written notice of all meetings of the Unit Owners' Association, and be permitted to designate a representative to attend all such meetings;

(vi) receive prompt written notification from the Trustees of the Unit Owners' Association of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage

or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vii) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(viii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

(j) Notwithstanding anything to the contrary contained herein, the provisions of this subparagraph (j) shall not apply to the rights reserved by the Declarant in paragraph 16 hereof with respect to amendments adding new unit(s) to the Condominium. Excluding any amendments relating to the rights reserved by the Declarant in Paragraph 16, the prior written consent of fifty-one (51%) percent of the first mortgagees holding mortgages on Unit who have requested notification of the consideration of material amendments, and of Unit Owner entitled to at least sixty-seven (67%) percent of the percentage ownership interest herein shall be required for the following:

(i) to add or amend any material provisions of the Master Deed or the Trust which establish, provide for, govern or regulate any of the following:

- a. voting;
- b. assessments, assessment liens or subordination of such liens;
- c. reserves for maintenance, repair and replacement of the common elements;
- d. insurance or fidelity bonds;
- e. rights to use Common Areas and Facilities;
- f. responsibility for maintenance and repair of the several portions of the Condominium;
- g. expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the property, except for the rights reserved by the Declarant under Paragraph 16;
- h. boundaries of any Unit;
- i. interests in the General or Limited Common Areas;
- j. convertibility of Units into Common Areas or Common Areas into Units;
- k. leasing of Units;
- l. imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- m. any provisions which are for the express benefit or mortgage holders or eligible insurers of first mortgages on Units.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect

to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry in accordance with the requirements of paragraph 15 hereof;

Notwithstanding any provision of this paragraph 19, implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within sixty (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.

20. Special Amendment.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust (without the consent of any other Unit Owners or Trustees):

- a. To comply with requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;
- b. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A;
- d. To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto; and/or
- e. To clarify any ambiguous terms or provision contained in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto, to clarify any provisions in this Master Deed reserving rights, interests, or easements to the Declarant, or to correct any formal defect or omission.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees upon the occurrence of the Takeover Event, as defined in Paragraph 3.1 of the Trust.

21. Dispute Resolution and Hearing Procedures.

- A. No Unit Owner shall have the right to object, challenge, or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following such procedures as are established by the Board of Trustees by Rule or Regulation consistent with the provisions of this Section.
- B. Declarant, the Board of Trustees, its trustees, officers, directors, and committee members, Unit Owners, and all parties subject to this Master Deed (collectively, the "Bound Parties"), agree that it

is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth herein in a good faith effort to resolve such Claim.

- C. As used in this Section, the term "Claim" will refer to any claim, grievance or dispute arising out of or relating to:
 - i. the interpretation, application, or enforcement of the Master Deed, Declaration of Trust, the By-Laws, and Rules and Regulations adopted by the Board of Trustees;
 - ii. the rights, obligations, and duties of any Bound Party under the Master Deed, Declaration of Trust, the By-Laws, and Rules and Regulations adopted by the Board of Trustees; or
 - iii. the design or construction of improvements within the Condominium.
- D. The following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth above:
 - i. any suit by the Board of Trustees to collect assessments or other amounts due from any Unit Owner;
 - ii. any suit by the Board of Trustees to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Board of Trustees' ability to enforce the provisions of this Master Deed, Declaration of Trust, the By-Laws, and Rules and Regulations adopted by the Board of Trustees;
 - iii. any suit which does not include Declarant or the Condominium Trust as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Master Deed, Declaration of Trust, and Rules and Regulations adopted by the Board of Trustees; and
 - iv. any suit in which any indispensable party is not a Bound Party

22. Dispute Resolution Procedures.

- A. Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") will give written notice to each Respondent and to the Board stating plainly and concisely:
 - i. the natures of the Claim, including the Persons involved and the Respondent's role in the Claim; and
 - ii. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and
 - iii. the Claimant's proposed resolution or remedy; and
 - iv. the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.
- B. Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If

requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

- C. **Mediation.** If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described above (or within such other period as the parties may agree upon), the Claimant will have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Condominium Trust (if the Condominium Trust is not a party to the Claim) or to an independent agency providing dispute resolution services in the Greater Boston or Worcester Metropolitan area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

23. Severability.

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not 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.

24. Waiver.

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

25. 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.

26. Limited Recourse.

Notwithstanding anything to the contrary contained in this Master Deed or the Declaration of Trust, any liability or claims against the Declarant shall be made only against the Declarant, and with recourse strictly limited to the Declarant's interest in the Condominium, and in no event shall any recovery or judgment be sought, obtained or enforced against any of the Declarant's other assets (if any) or against any of the Declarant's members, managers, partners (or their constituent partners), successors or assigns, or any director, officer, employee, agent, representative, or shareholder of any of the foregoing (collectively, "Declarant Persons"). No such Declarant Person(s) shall have any personal liability and in no event shall any claimant be entitled to seek, obtain, or enforce any other damages of any kind, including, without limitation, consequential, indirect, special, multiple, or punitive damages from or against the Declarant or any Declarant Person(s).

27. 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; and
- B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control except to the extent otherwise stated herein.

[SIGNATURE PAGE TO FOLLOW]

Executed as a sealed Instrument on this 20 day of June, 2024.

DECLARANT

Pulte Homes of New England LLC


 By: Matthew R. Coppa
 Its: Authorized Real Estate Signatory

Worcester, ss

COMMONWEALTH OF MASSACHUSETTS

On this 20 day of June 2024 before me, the undersigned notary public, personally appeared Matthew R. Coppa, Authorized Real Estate Signatory for Pulte Homes of New England LLC who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, in the capacity indicated, and that he has the authority to sign in that capacity.


 Notary Public:
 My Commission Expires: 4/14/28

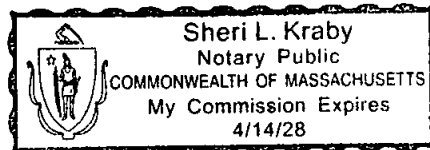


Exhibit A

Legal Description

A certain parcel of land situated on the westerly side of Institute Road in the Town of Grafton, Worcester County, Massachusetts, consisting of approximately 7.7± acres of land as shown as Lot D-2 on the plan entitled "Plan of Land, Institute Road at Westboro Road (Route 30), Grafton, Massachusetts, Scale: 1' = 50', date: January 19, 2023" and recorded with Worcester County Registry of Deeds ("the Registry") on January 27, 2023 in Plan Book 969 Plan 6.

Together with all rights of access, use and easements in the access roads off of Westboro and Institute Roads, as noted in Easement Agreement dated May 17, 2022, between D & F Afonso Builders, Inc. and Pulte Homes of New England LLC and recorded with the Registry in Book 67613 Page 308, as amended by First Amendment to Easement Agreement dated February 13, 2023 and recorded with the Registry in Book 68829, Page 94, as confirmed by Confirmation of Easement Agreement dated August 3, 2023 and recorded with the Registry in Book 69479, Page 168.

Being the same premises described in a Deed from D & F Afonso Builders, Inc. to Pulte Homes of New England LLC dated January 10, 2023 and recorded with the Registry in Book 68829, Page 90.

The property is subject to:

1. Drainage Basin #1 Cost-Sharing Agreement between Pulte Homes of New England LLC and D & F Afonso Builders, Inc. dated February 13, 2023 and recorded with the Registry in Book 68829, Page 101 as it relates to the Easement Agreement noted above at Book 67613, Page 308, as amended and confirmed.
2. Special Permit and Site Plan Approval Decision of the Grafton Planning Board issued August 24, 2020 and recorded with Registry on January 21, 2021, in Book 64283, Page 338, as amended on September 13, 2022 and recorded on March 16, 2023, in Book 68921, Page 87 (Modification #1), as further amended on April 11, 2023 and recorded on May 17, 2023 in Book 69141, Page 77 (Modification #2).
3. Order of Conditions, MassDEP File #164-0928 issued by the Grafton Conservation Commission dated November 7, 2017 and recorded on November 16, 2017 with the Registry in Book 58047, Page 223, as affected by Extension Permit recorded on October 27, 2020 in Book 63600, Page 214.
4. Order of Conditions, Mass DEP File #164-0985, issued by the Grafton Conservation Commission dated July 29, 2020 and recorded on August 14, 2020 with the Registry in Book 63017, Page 326, as Amended on September 6, 2022 and recorded on September 14, 2022 with the Registry in Book 68209, Page 318, as Extended by Extension Permit dated

September 13, 2022 and recorded on September 16, 2022 with the Registry in Book 68222, Page 161.

5. Wetlands Permit issued by the Grafton Conservation Commission dated July 29, 2020 and recorded on August 14, 2020 with the Registry in Book 63017, Page 343, as amended on September 6, 2022 and recorded with the Registry on September 14, 2022 in Book 68209, Page 342, as extended by Extension Permit dated September 13, 2022 and recorded with the Registry in Book 68222, Page 167.
6. Stormwater Permit #20-1 issued by the Grafton Conservation Commission dated July 29, 2020 and recorded on August 14, 2020 with the Registry in Book 63017, Page 350, as amended on September 6, 2022 and recorded on September 13, 2022 with the Registry in Book 68209, Page 334, as extended by Stormwater Extension Permit dated September 13, 2022 and recorded with the Registry in Book 68222, Page 165.
7. Grant of Easement by Pulte Homes of New England LLC to Massachusetts Electric Company for Underground Electric Distribution on Lot D-2 Institute Road (Plan Book 969, Page 6) dated September 13, 2023 and recorded on September 14, 2023 with the Registry of Deeds in Book 69643, Page 71.
8. Grant of Easement by Pulte Homes of New England LLC to Verizon New England Inc. dated December 19, 2023 and recorded on January 4, 2024 with the Registry of Deeds in Book 70065, Page 55.
9. Regulatory Agreement and Declaration of Restrictive Covenants made by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC"), the Town of Grafton, ("the Municipality") and Pulte Homes of New England LLC ("Project Sponsor") dated December 7, 2023 and recorded on December 18, 2023 with the Registry of Deeds in Book 70006, Page 100, as amended by Amendment to LIP Ownership Regulatory Agreement and Declaration of Restrictive Covenants dated May 9, 2024 and recorded on June 12, 2024 with the Registry of Deeds in Book 70622, Page 200.
10. Subject to and with the benefit of all matters, rights and encumbrances currently of record to the extent the same are now in force and effect, and subject to applicable laws.

Exhibit B							
to Master Deed of Winslow Point Condominium							
Bldg No.	Unit No.	Unit Type	Approximate Area of Unit in Square Feet +/-	Designation of Rooms	Master Percentage Interest	50-Unit Bldg Group Percentage Interest	Mailing Address
2	2101	Lincoln	1475	OS, OB, K, D, LR, BR, B, L, F	2.53840%	2.53840%	2 Winslow Lane, Unit 101
2	2102	Jameson	935	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 102
2	2103*	Jameson	935	K, LR, BR, B, L, F	0.80134%	0.80134%	2 Winslow Lane, Unit 103
2	2104	Jameson	935	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 104
2	2105*	Kingston	925	K, LR, BR, B, L, F	0.80134%	0.80134%	2 Winslow Lane, Unit 105
2	2106	Lincoln	1475	OS, OB, K, D, LR, BR, B, L, F	2.53840%	2.53840%	2 Winslow Lane, Unit 106
2	2107	Ivywood	1475	OS, OB, K, D, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 107
2	2108	Claremont	1025	K, LR, BR, B, L, F	1.85994%	1.85994%	2 Winslow Lane, Unit 108
2	2109	Magnolia	1015	K, LR, BR, B, L, F	1.85171%	1.85171%	2 Winslow Lane, Unit 109
2	2110*	Claremont	1015	K, LR, BR, B, L, F	0.80134%	0.80134%	2 Winslow Lane, Unit 110
2	2111	Magnolia	1015	K, LR, BR, B, L, F	1.85171%	1.85171%	2 Winslow Lane, Unit 111
2	2112	Claremont	1025	K, LR, BR, B, L, F	1.85994%	1.85994%	2 Winslow Lane, Unit 112
2	2113	Ivywood	1475	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 113
2	2201	Lincoln	1490	OS, OB, K, D, LR, BR, B, L, F	2.53841%	2.53841%	2 Winslow Lane, Unit 201
2	2202	Jameson	935	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 202
2	2203*	Jameson	935	K, LR, BR, B, L, F	0.80134%	0.80134%	2 Winslow Lane, Unit 203
2	2204	Jameson	935	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 204
2	2205*	Franklin	1145	OS, OB, K, LR, BR, B, L, F	0.88797%	0.88797%	2 Winslow Lane, Unit 205
2	2206	Lincoln	1480	OS, OB, K, D, LR, BR, B, L, F	2.53840%	2.53840%	2 Winslow Lane, Unit 206
2	2207	Ivywood	1480	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 207
2	2208	Claremont	1025	K, LR, BR, B, L, F	1.85994%	1.85994%	2 Winslow Lane, Unit 208
2	2209	Magnolia	1015	K, LR, BR, B, L, F	1.85171%	1.85171%	2 Winslow Lane, Unit 209
2	2210	Claremont	1015	K, LR, BR, B, L, F	1.85994%	1.85994%	2 Winslow Lane, Unit 210
2	2211*	Magnolia	1015	K, LR, BR, B, L, F	0.80134%	0.80134%	2 Winslow Lane, Unit 211
2	2212	Claremont	1025	K, LR, BR, B, L, F	1.85994%	1.85994%	2 Winslow Lane, Unit 212
2	2213	Ivywood	1490	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 213
2	2301	Lincoln	1490	OS, OB, K, D, LR, BR, B, L, F	2.53841%	2.53841%	2 Winslow Lane, Unit 301
2	2302	Jameson	945	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 302
2	2303	Jameson	945	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 303
2	2304	Jameson	945	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 304
2	2305*	Franklin	1155	OS, OB, K, LR, BR, B, L, F	0.88797%	0.88797%	2 Winslow Lane, Unit 305
2	2306	Lincoln	1490	OS, OB, K, D, LR, BR, B, L, F	2.53841%	2.53841%	2 Winslow Lane, Unit 306
2	2307	Ivywood	1495	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 307
2	2308	Hayden	1335	OS, OB, K, C, LR, BR, B, L, F	2.39181%	2.39181%	2 Winslow Lane, Unit 308
2	2309*	Hayden	1325	OS, OB, K, C, LR, BR, B, L, F	0.88797%	0.88797%	2 Winslow Lane, Unit 309
2	2310	Hayden	1325	OS, OB, K, C, LR, BR, B, L, F	2.39181%	2.39181%	2 Winslow Lane, Unit 310
2	2311*	Hayden	1340	OS, OB, K, C, LR, BR, B, L, F	0.88797%	0.88797%	2 Winslow Lane, Unit 311
2	2312	Ivywood	1495	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 312
2	2401	Lincoln	1490	OS, OB, K, D, LR, BR, B, L, F	2.53841%	2.53841%	2 Winslow Lane, Unit 401
2	2402	Jameson	945	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 402
2	2403	Jameson	945	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 403
2	2404	Jameson	945	K, LR, BR, B, L, F	1.77970%	1.77970%	2 Winslow Lane, Unit 404
2	2405*	Franklin	1155	OS, OB, K, LR, BR, B, L, F	0.88797%	0.88797%	2 Winslow Lane, Unit 405
2	2406	Lincoln	1485	OS, OB, K, D, LR, BR, B, L, F	2.53840%	2.53840%	2 Winslow Lane, Unit 406
2	2407	Ivywood	1485	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 407
2	2408	Hayden	1335	OS, OB, K, C, LR, BR, B, L, F	2.39181%	2.39181%	2 Winslow Lane, Unit 408
2	2409	Hayden	1325	OS, OB, K, C, LR, BR, B, L, F	2.39181%	2.39181%	2 Winslow Lane, Unit 409
2	2410	Hayden	1325	OS, OB, K, C, LR, BR, B, L, F	2.39181%	2.39181%	2 Winslow Lane, Unit 410
2	2411	Hayden	1340	OS, OB, K, C, LR, BR, B, L, F	2.39181%	2.39181%	2 Winslow Lane, Unit 411
2	2412	Ivywood	1495	OS, OB, K, LR, BR, B, L	2.44839%	2.44839%	2 Winslow Lane, Unit 412
					95.34360%	95.34360%	

Key: * = Affordable Unit
OS = Owner's Suite; OB = Owner's Bath; K = Kitchen, D = Dining Room; LR = Living Room, C = Café,
B = Bathroom; BR = Bedroom; L = Laundry Room; F = Flex

Please note that Utility Rooms, Entry/Foyers, Pantry and closets are not included in this listing.
Finished Floor Area Excludes: Stairways, Balconies (see plans).

Exhibit B				
to Master Deed of Winslow Point Condominium				
Parking Spaces Information				
Building #	Space #	Floor #	Percent % Interest Master Assoc	50-Unit Bldg Group Percentage Interest
2	1	Garage	0.10829%	0.10829%
2	2	Garage	0.10829%	0.10829%
2	3	Garage	0.10829%	0.10829%
2	4	Garage	0.10829%	0.10829%
2	5	Garage	0.10829%	0.10829%
2	6	Garage	0.10829%	0.10829%
2	7	Garage	0.10829%	0.10829%
2	8	Garage	0.10829%	0.10829%
2	9	Garage	0.10829%	0.10829%
2	10	Garage	0.10829%	0.10829%
2	11	Garage	0.10829%	0.10829%
2	12	Garage	0.10829%	0.10829%
2	13	Garage	0.10829%	0.10829%
2	14	Garage	0.10829%	0.10829%
2	15	Garage	0.10829%	0.10829%
2	16	Garage	0.10829%	0.10829%
2	17	Garage	0.10829%	0.10829%
2	18	Garage	0.10829%	0.10829%
2	19	Garage	0.10829%	0.10829%
2	20	Garage	0.10829%	0.10829%
2	21	Garage	0.10829%	0.10829%
2	22	Garage	0.10829%	0.10829%
2	23-24	Garage	0.16243%	0.16243%
2	25-26	Garage	0.16243%	0.16243%
2	27-28	Garage	0.16243%	0.16243%
2	29-30	Garage	0.16243%	0.16243%
2	31-32	Garage	0.16243%	0.16243%
2	33-34	Garage	0.16243%	0.16243%
2	35-36	Garage	0.16243%	0.16243%
2	37-38	Garage	0.16243%	0.16243%
2	39-49	Garage	0.16243%	0.16243%
2	41-42	Garage	0.16243%	0.16243%
2	43-44	Garage	0.16243%	0.16243%
2	45-46	Garage	0.16243%	0.16243%
2	47-48	Garage	0.16243%	0.16243%
2	49-50	Garage	0.16243%	0.16243%
		TOTAL	4.65640%	4.65640%

Exhibit B to Master Deed of Winslow Point Condominium	
Master Association Recap	
50-Unit Bldg Group & Parking Percentage To	100.00000%
TOTAL	100.00000%

50-Unit Bldg Group Association Recap	
Units Percentage Total	95.34360%
Parking Spaces PercentageTotal	4.65640%
TOTAL	100.00000%

ATTEST: WORC. Kathryn A. Toomey, Register