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Page: 1 of 33 04/27/2020 09:53 AM WD

**MASTER DEED
OF
CAINS CROSSING CONDOMINIUM**

Bartolini Builders, Inc., a Massachusetts corporation with a principal place of business at 4 Wyeth Circle, Southborough, Massachusetts (hereinafter collectively with its successors, heirs and assigns referred to as the "Declarant"), being the owner of land located on the easterly side of Southville Road, Southborough, Worcester County, Massachusetts, described in Exhibit A attached hereto, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter collectively referred to as the "Property" or the "Land"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A.

1. Name. The name of the condominium shall be the CAINS CROSSING CONDOMINIUM (hereinafter referred to as the "Condominium").

2. Description of Land. The premises which constitute the Condominium comprise the land (the "Land") described on Exhibit A attached hereto and made a part hereof, which Land, together with the improvements and buildings now existing and to be hereinafter constructed thereon, consisting of approximately 4.83 acres of land, more or less, being shown on a "Plan of Land in Southborough, MA Property of Frank W. & Carolee S. Cain," drawn by Bruce Saluk & Assoc., Inc., dated October 11, 2005, recorded with the Worcester District Registry of Deeds, Plan Book 835, Plan 32, and on a "Plan of Land for Bartolini Builders, Inc, Located at Cains Crossing, Southville & Parkerville Road, Southborough," drawn by New England Engineering, LLC, recorded with said Registry, Plan Book 949, Plan 7 (the "Site Plan"), which Land, improvements and buildings are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including, but not limited to the rights and easements reserved to the Declarant to develop additional phases of the Condominium, and including such restrictions, determinations and requirements as are contained in the Special Permit Approval, dated June 5, 2017, recorded with said Registry, Book 58422, Page 47, and the Major Site Plan Approval, dated June 5, 2017, recorded with said Registry, Book 58422, Page 40.

As of the date of this Master Deed, the Condominium consists of one (1) unit in one (1) building; when completed, it is expected to consist of eleven (11) units in eight (8) buildings, all as shown on the Site Plan. The Declarant reserves the right, but not the obligation, to create such additional phases, including any part thereof, by adding, by amendment to this Master Deed, additional units to be constructed on the Land.

When and if all phases are completed the Condominium will contain not more than eleven (11) units. Said Property is subject to the right and easement hereby reserved by the Declarant to construct additional buildings, parking areas, roadways and other amenities for future phases.

33
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Master Deed
Cains Crossing Condominium

The Declarant also reserves the right to have as an appurtenance to the construction of the future phases an easement to pass and repass over the Land, including the right to store equipment and supplies, and materials so far as the same are necessary or convenient for the construction of said future phases.

The Declarant shall have the right and easement to use all driveways and walkways affording access to the Property including the right and easement to construct additional driveways, parking areas, walkways and other amenities to serve the Land and buildings in the future phases, provided that such easement for access and construction shall not permanently interfere with the access of the owners to the units of existing phases and to the units in each subsequent phase in a material manner, if and when added.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub-phases within one or more phases) to change the order or number of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A, as amended.

The Declarant also reserves the non-exclusive right to grant easements over, under, through and across the Land and the common areas of the Condominium for the purpose of installing gas, electricity, telephone, cable, data, and all other utility lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

The Declarant reserves the right to amend the Master Deed for the purpose of adding additional units to be constructed on the Property. In the event that the Declarant chooses to so add units, it shall be done in conformance with the provisions of Paragraph 11 of this Master Deed.

The Declarant further reserves the right to designate certain portions of the Common Areas and Facilities for the exclusive use of the units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases or sub-phases may 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 7.2 hereof or the Declarant may designate those portions of the Common Areas and Facilities which shall be for the exclusive use of certain units by a separate instrument duly recorded at the Worcester District Registry of Deeds.

3. Trust. The organization through which the owners of condominium units within the Condominium (hereinafter referred to as the "Units") will manage and regulate the Condominium established hereby is the CAINS CROSSING CONDOMINIUM TRUST under Declaration of Trust of even date and recorded herewith in Book _____, Page _____ (hereinafter referred to as the "Trust" or the "Condominium Trust"). 62274 - 34

**Master Deed
Cains Crossing Condominium**

The Trust establishes an organization of which the Owners of the Units shall be members and in which such Owners shall have an interest in the Condominium Common Areas and Facilities to which they are entitled hereunder. The names of the original and present Condominium Trustees (hereinafter referred to as the "Trustees" or the "Condominium Trustees") of the Trust is Bartolini Properties, LLC. The mailing address of the Trust is 9 Macneill Drive, Southborough, Massachusetts 01772.

In addition to the provisions of the trust instrument itself, the Trust, acting through its Trustees, may enact, from time to time, Rules and Regulations pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Building(s). Phase I of the Condominium consists of one (1) Unit located in one (1) building, namely Building 4 (the "Building"). The Buildings are a maximum of two (2) stories in height above the highest grade, with basement foundations. The construction is wood-frame on a concrete foundation. Interior structural and non-structural floor and wall members are principally of wood. The roof is pitched with asphalt shingles. The exterior walls of the Buildings are insulated and clad with a combination of synthetic materials and vinyl siding. The Buildings are served by municipal water and by a below grade septic disposal system which shall be maintained by the Condominium Trust.

5. Floor Plans, Designations of Units and their Boundaries. The plan of the Building to be recorded with the Unit deed will show the layout, location, unit designation and dimensions, immediately Accessible Common Areas and Facilities and other descriptive specifications of the Unit in Phase 1, and bears the verified statement of a registered professional architect certifying that the plan fully and accurately depicts the same, as built, to be captioned "Cain Crossing Condominium Building Five (5) Floor Plan in Southborough, MA owned by Bartolini Builders, Inc". The Site Plan and the Floor Plans (collectively, the "Plans") are hereby incorporated with and are a part of this Master Deed.

6. Description of the Individual Units.

(a) The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate Common Area to which it has access and other descriptive specifications of each Unit is set forth in Exhibit B attached hereto and made a part hereof. A statement of the proportionate interest in the Common Areas and Facilities of each Unit of the Condominium is set forth on Exhibit C attached hereto and made a part hereof. The proportionate interest of each Unit shall diminish upon additional Phases or Units being made a part of the Condominium pursuant to Paragraph 11 of this Master Deed.

Master Deed
Cain Crossing Condominium

(b) The boundaries of the Units with respect to the floors, ceilings, walls, doors, windows, decks and patios, and exterior appurtenances thereof are as follows (reference to all planes is taken as viewed from within the Unit):

- (1) Floors: The plane of the uppermost surface of the Unit's lowest floor.
- (2) Ceilings: The plane of the lowermost unfinished surface of the Unit ceiling directly below the attic area, said attic area to be deemed part of Unit.
- (3) Interior walls between Units: The vertical plane of the innermost unfinished surfaces of the interior wall studs, dividing the Unit from the other Units.
- (4) Exterior walls: The vertical planes of the innermost unfinished surfaces of the exterior wall studs.
- (5) Doors and windows: As to the doors, the exterior surface thereof; as to the windows and sliding glass doors, the exterior surface of the glass and frames and storm windows, if any. All storm and screen windows (including screened porch windows, if any) 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 without the prior approval of the Trustees.
- (6) Exterior Appurtenances: As to the exterior appurtenances, including hardware, light fixtures, chimney flues, and solar collectors with associated piping and controls, and exterior surfaces thereof, subject to Paragraph 10 of this Master Deed.
- (7) Garages: As to the garage appurtenant to each Unit, if any there be, as shown on the Plans, the plane of the lower surface of the concrete floor slab; as to ceilings, the plane of the lowermost unfinished surface of the ceiling, directly below the roof; as to walls, the vertical plane of the innermost unfinished surfaces of the interior walls and/or concrete walls facing the Unit; as to the exterior doors and door frames, the exterior surface thereof; and as to the windows, the exterior surface of the glass and frames, if any. The cost of maintenance and repair of any exterior overhead garage door shall be borne by the Unit Owner to whose appurtenant garage it is attached; provided, however, that the color of said door and any regular painting and staining shall be conducted by the Condominium Trust as a common expense. If any exterior overhead garage door is not maintained or repaired to the

Master Deed
Cain Crossing Condominium

Trustees' satisfaction, the Trustees may, at their sole and absolute discretion, cause the maintenance or repair to be performed and assess the cost of same to the Owner of the Unit benefiting from such overhead garage door. Said assessment shall be a common expense constituting a lien of the Unit until paid. Notwithstanding the foregoing, the routine painting of the exterior surface of the overhead garage doors, if any shall be required, shall be the responsibility and expense of the Condominium Trust. Pursuant to the applicable provisions and conditions of the Special Permit herein referenced in Section 2, garage area space must remain fully usable as a garage and cannot be finished to create additional living space.

- (8) Decks and Patios: All decks and patios appurtenant to a Unit shall be deemed to be part of a Unit and all doors, supports and other elements shall be considered part of the Unit and the responsibility of the applicable Unit Owner; provided, however, that there shall not be any change, replacement, or significant repair of any deck or patio without the prior approval of the Trustees.
- (c) The Owner of each Unit shall have the right as appurtenant to that Unit to use, maintain, repair and replace in common with the owners of all other Units served thereby, all utility lines or other similar services or facilities for transmission and other common facilities located in, through or upon any of the other Units serving such Owner's Unit and the right to use all utility lines and equipment servicing exclusively that Unit, wherever located on the Property. Each Unit in which there are utility lines or other similar services or facilities for transmission that serve or supply any utilities of any kind to any other Unit shall be deemed conveyed subject to an easement for the benefit of such other Units to another said Unit at reasonable times and upon reasonable notice for the purposes of repairing, maintaining, upgrading and replacing such utilities, including without prior notice in the event of an emergency.
- (d) Each Unit shall be subject to the rights of the other Units as set forth in the foregoing paragraphs, if and so far as applicable to the Unit.
- (e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that Unit.
- (f) Each Unit shall be subject to and have the benefit of the provisions of this Master Deed, the Condominium Trust, the By-Laws, and the Rules and Regulations promulgated pursuant thereto, and Chapter 183A.

Master Deed
Cain Crossing Condominium

- (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 7.1 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in Paragraph 7.2 hereof, which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

7.1 Descriptions of Common Areas and Facilities. Except for the Units and Limited Common Areas and Facilities as described herein, the entire premises, including without limitation the Land and all parts of all buildings and all improvements thereon as shown on the Site Plan, shall constitute the Common Areas and Facilities of the Condominium (sometimes herein referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas and Facilities as defined in Paragraph 7.2 hereof). These Common Areas and Facilities shall also include, without limitation, the following as may exist from time to time:

- (a) The Land described in Exhibit A (subject to defeasance for the creation of additional units as provided herein), together with the benefit of the easements, restrictions, agreements and rights of way of record, if any, so far as same may be in force, and further subject to the light and easement of the Declarant to construct the Units constituting additional phases of the Condominium, as herein described, and in conjunction therewith, the right of the Declarant to grant mortgages on all or part of the buildings, additional phases and/or Declarant's rights to construct and sell additional Units within the Condominium and the right and easement to submit such phases by amendment to the Master Deed. Until such amendment is recorded by the Declarant, the buildings constituting proposed additional units will remain the property of the Declarant and shall not constitute part of the Condominium.
- (b) The foundations, structural columns, girders, beams, supports, joists, trusses, and those portions of exterior and interior walls, common walls, floors, ceilings, and roofs not included as part of the Units.
- (c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, gas, electricity, cable television and Internet access, telephone and the waste disposal system, which are not located within any Unit or which, although located within a Unit, serve other Units, whether alone or in common with other Units.
- (d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.
- (e) The tanks, pumps, motors, fans, compressors and in general, any and all

Master Deed
Cain Crossing Condominium

apparatus, equipment and installations existing for common use.

- (f) The yards, lawns, planting areas, garden areas, drives, walkways, walking trails, pathways, driveways, parking spaces, and the improvements thereon and thereof and including walls, fences, steps, railings, and other improved or unimproved areas except for the Limited Common Areas and Facilities described herein, which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.
- (g) Each Unit shall be subject to the rights of other Units as set forth in the foregoing paragraph if and so far as applicable to that Unit.
- (h) 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. Nothing contained in this paragraph, however, shall in any way obligate the Declarant to construct, erect or install such common use facilities as part of the Condominium.
- (i) Each Unit shall have appurtenant thereto the rights for residents of the Unit and their guests to use the Common Areas and Facilities as described herein, in common with the other Units in the Condominium, except for those Limited Common Areas and Facilities reserved unto the exclusive right and easement by the Owners of said Units.

7.2 Descriptions of Limited Common Areas and Facilities. The following portions of the Common Areas and Facilities are hereby designated as Limited Common Areas and Facilities for the exclusive use of one (1) or more Units as hereinafter described:

- a) Driveways and Parking. Included with and appurtenant to each Unit will be that driveway area immediately adjacent to each Unit as shown on the Plan, 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 Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto. The outside parking spaces located on the driveway of each Unit and the garage within each Unit are the areas of permissible parking. The outside parking spaces on the driveway of each Unit and designated on the Plan shall be a Limited Common Area for each Unit. Any parking spaces which have not been assigned to a particular Unit shall constitute General Common Areas and Facilities of the Condominium and shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any Rules and Regulations adopted by the Trustees, including, but without limitation, those rules and regulations providing for the efficient removal of snow or the making of repairs to the driveways, parking areas, and Buildings.

Master Deed
Cain Crossing Condominium

- (b) **Patios, Decks, and Immediate Yard Areas.** If a patio, deck, or immediate yard area is directly adjacent or attached to a Unit and shown on the Plans as appurtenant to that Unit, the Unit shall carry with it the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations appurtenant thereto. This exclusive right and easement to use the same by the Owners of said Units shall in a similar manner apply to those areas adjacent to a Unit and directly under a deck or porch, if any, but which area shall not be used for storage of any kind or nature. In cases of emergency, all Unit Owners shall be entitled to go on and over such exclusive patio or deck or immediate yard areas without being deemed guilty of any manner of trespass. The right to use a patio, deck, or immediate yard area shall not, in any event, be severed from ownership of the Unit to which they are appurtenant. The Unit Owners of each Unit so benefited shall keep such areas clean and in good and safe order and condition. Maintenance and repair of patios, decks, and immediate yard areas shall be the responsibility and expense of the Unit Owners but may be mandated by the Trustees of the Trust so as to maintain a superior appearance and to avoid nuisance to any other Unit Owner. If any porch, deck, or immediate yard area is not maintained, repaired or replaced to the Trustees' satisfaction, the Trustees may, in their sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of same to the owner(s) of the units benefiting from such Limited Common Area. Said assessment shall be a common expense constituting a lien on the Unit until paid.
- (c) **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 steps or walkways which serve more than one(1) Unit, if any, shall be for the shared exclusive use of the Units they serve. The responsibility for the timely removal of snow and ice from the stairway of any Unit shall be the sole responsibility of the Unit Owner.
- (d) **Gas Grills.** The use of gas grill shall be subject to provisions contained in the Rules and Regulations established by the Condominium Trustees.
- (e) **Restrictions, Reserved Rights and Easements Applicable To Limited Common Areas and Facilities**

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in Paragraph 10 hereof and to the reserved rights and easements set forth in Paragraph 11 hereof. The Declarant has reserved the right pursuant to Paragraphs 2 and 10 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of limited common areas may vary from the Limited Common Areas and Facilities assigned and

Master Deed
Cains Crossing Condominium

described in this Paragraph 7.2, and if such variation shall occur, they shall be specified in the amendment(s) to this Master Deed adding such future phase(s).

8. Proportional Interest of Units in Common Areas and Facilities.

(a) The Owner of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed, in conformance with Chapter 183A, upon the approximate relation that the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

(b) The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof. For purposes of this Master Deed, the term "Unit Owner" shall be the record owner(s) of each Unit, whether one or more persons. Each Unit Owner shall be entitled to vote the respective percentage of ownership interest on any matter to which the right to vote attaches.

With respect to Units that will be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the Common Areas and Facilities (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each Unit) will be calculated on the basis of the approximate relation that the fair value of the Unit on the date of this Master Deed, and, as to each subsequent phase, the date of the amendment adding each such subsequent phase, bears to the aggregate fair value of all of the Units. The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation, in the Registry of Deeds, of the amendment to this Master Deed adding phase.

9. Units Subject to Master Deed, the Condominium Trust, and the Rules and Regulations.

(a) All present and future Owners, lessees, tenants, licensees, visitors, invitees, servants, and occupants of the Units shall be subject to and shall comply with the provisions of the Master Deed, the Condominium Trust, any duly adopted Rules and Regulations, as they may be amended from time to time, and the conditions as set forth in the Special Permit issued by the Town of Southborough Board of Appeals, dated April 20, 2016, recorded with the Worcester District Registry of Deeds, Book 55460, Page 204,

Master Deed
Cains Crossing Condominium

and a Special Permit issued by the Town of Southborough Planning Board, dated June 5, 2017, and recorded with said Registry, Book 58422, Page 47 (the "Special Permit"). The acceptance of a deed or conveyance, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Master Deed, the Special Permits, the Condominium Trust, and any duly adopted Rules and Regulations, or any of them, as may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

(b) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations promulgated pursuant thereto, the Special Permit or Chapter 183A shall give rise to a cause of action in the Trustees of said Trust, which may then enforce in any manner permitted by law, including, without limitation, by court action, injunctive relief, and for damages.

10. Restrictions on Use of the Buildings, Common Areas and Facilities and Units. The Property shall be subject to the following restrictions:

(a) Statement of Purposes: The Units, the Common Areas and Facilities and the Limited Common Areas and Facilities therein are intended to be used as follows:

Cain Crossing is a Residential Community available for occupancy by individuals fifty-five (55) years of age or older, such age limitation being specifically authorized by Massachusetts General Laws, Chapter 151 B, Section 4 (6) and 42 U.S.C. Section 3607 (b) (2) (c). A Unit Owner shall not occupy or use the Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling. Each Unit shall be occupied by at least one person fifty-five (55) years of age or older (a "Qualified Person") and Cain Crossing Condominium shall be operated and maintained in all other respects in compliance with the requirements of M.G.L.A. Chapter 151B, Section 4 (6) and U.S.C. Section 3607 (b) (2) (c) and the regulations promulgated pursuant thereto. Subject to the approval of the Board of Trustees of the Cain Crossing Condominium Trust, and subject to the further condition that the provisions of this sentence shall apply to no more than twenty (20%) percent of the Units in such condominium at any one time, in the event of the death or other circumstance causing a Qualified Person not to be residing in the Unit (the "Disqualifying Event"), a period of a maximum of two years shall be allowed from the date of such Disqualifying Event causing a Qualified Person not to be residing in the Unit for the Unit to be occupied by another Qualified Person. Any occupancy agreement shall apply to the entire Unit and shall specifically provide that it shall be subject in all respects to the provisions of the Cain Crossing Condominium Trust, the

**Master Deed
Cains Crossing Condominium**

Bylaws set forth therein, the rules and regulations promulgated pursuant thereto, and the requirements and conditions specified in the abovementioned Special Permit and Site Plan Approval, and that any failure by the occupant to comply with the terms of such documents shall constitute a default under said occupancy agreement. In addition to the foregoing, the Unit may be occupied from time to time by overnight guests of the Qualified Person, or the persons otherwise permitted to reside therein, without regard to the age of such guests, for a reasonable period of time not to exceed six (6) weeks per calendar year, unless a longer period is approved in writing by the Trustees.

(b) Any parking space or driveway on the Property above is intended to be used for the parking of currently registered and licensed private passenger vehicles and light trucks in operating condition and owned by Unit occupants and their guests and invitees, and not for trucks with signage, boats, trailers, or other vehicles or items except with the prior written permission of the Trustees, provided, however, that any such parking spaces and driveways may be used by the Declarant for other purposes pursuant to the provisions in subparagraph (d) of this Paragraph 10.

(c) The Units, Common Areas and Facilities and Limited Common Areas and Facilities shall be subject to the restrictions, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust, that:

(1) No business activities of any nature shall be conducted in any such Unit. Notwithstanding the foregoing, the Units may be used by an Owner for a home occupation which does not have any employees employed at the Unit and does not have customers of the business traveling to the Unit.

(2) No Unit Owner shall rent, let, lease, or license for use and occupancy any Unit except in accordance with the terms of this Master Deed, the Condominium Trust recorded herewith, any Rules and Regulations hereafter promulgated by the Trustees, and the recorded decisions of the Southborough Planning Board for zoning relief authorizing this condominium project hereinabove referred to, pursuant to a written lease agreement, a copy of which shall be filed with the Trustees upon execution. All leases or rental agreements shall be of a minimum duration of twelve (12) months and shall contain the following information: the name(s) of all persons who will reside in the Unit; the year, make, color and plate number of each vehicle to be parked on the premises; and the name, address and telephone number of an individual who should be contacted in the case of an emergency. Every lease agreement shall be specifically subject to this Master Deed, the Condominium Trust and any such Rules and Regulations and shall include the following language:

Master Deed
Cains Crossing Condominium

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, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Trustees. 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, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations. The Tenant acknowledges his or her obligations and agrees to abide by the provisions of such documents. Failure to comply with these provisions may be deemed a material breach of this lease agreement. Unit Owners are responsible for violations of the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice from the Unit. The Trustees may, but shall in no event be obligated to, commence summary process proceedings both on behalf of the Trust and as attorney for the Landlord/Unit Owner if the Landlord has not filed such action within thirty (30) days of the giving of such notice by the Trustees. The Landlord/Unit Owner shall be responsible for all costs incurred by the Trustees, including reasonable attorney's fees. Each Unit Owner hereby appoints the Trustees as his or her attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

A copy of this lease shall be filed by the Landlord/Unit Owner with the Trustees of the Condominium.

Any Unit Owner failing to file said lease as required by this Master Deed shall be assessed a penalty set by the Trustees for each violation, and shall be responsible for all condominium and legal costs involved in the collection of the above matter.

(3) Except as otherwise provided in the Rules and Regulations duly adopted by the Condominium Trust and in force and effect from time to time, no animals, "exotic" pets or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities.

(4) The architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limiting the generality, no porch, deck, patio, balcony, terrace, garden, balcony or yard enclosure other than as presently exists, and no skylight, chimney, awning, screen, antenna, sign (including "for sale" and "for rent" signs), 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 such Unit or any part thereof;

Master Deed

Cains Crossing Condominium

no addition to or change or replacement of any exterior light fixture, door knocker, hardware, or other exterior appurtenance shall be made; and no painting or other decoration shall be done on any exterior surface or any window unless the same shall have been approved by the Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(5) 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 and in accordance with all provisions of the Rules and Regulations with respect thereto, from time to time promulgated by the Trustees. Unit Owners may not use or maintain their Units, 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, Common Areas and Facilities and Limited Common Areas and Facilities.

(6) All maintenance and use by Unit Owners of porches, patios, terraces, decks, balconies or deck lights, exterior doors, garage doors and other exterior appurtenances shall be done so as to preserve the appearance and character of the same and of the Property without modification. Notwithstanding the above restriction, porches, patios, terraces, decks and balconies may be used in accordance with the Rules and Regulations duly adopted by the Condominium Trust.

(7) No nuisance shall be allowed which is a source of annoyance to the Condominium residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(8) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit or such Limited Common Areas and Facilities exclusively reserved to the use of a Unit, shall be eliminated by and at the sole expense of the Owner of said Unit and, relating to the General Common Areas and Facilities, shall be eliminated by the Trustees.

(9) A Unit Owner shall not place or cause to be placed in or on any of the General Common Areas and Facilities, other than within Limited Common Areas and Facilities to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. There shall be no parking on the Property except in the parking spaces, as may be designated.

Master Deed
Cains Crossing Condominium

(10) Each Unit shall be heated at all times so as to maintain a minimum temperature in such Unit of 60 degrees Fahrenheit for purposes of avoiding the freezing of pipes, plumbing facilities and the like. If any Unit Owner fails to maintain such 60 degree Fahrenheit minimum temperature, the Trustees shall have a right of access to each Unit at any time to increase the heating in order to maintain such minimum temperature or in order to repair any damage caused by the failure to maintain such minimum temperature. Any heating or repair bills thus incurred shall be paid by the defaulting Owner of each such Unit and until paid shall constitute a lien against such Unit pursuant to the provisions of Chapter 183A.

(d) Notwithstanding anything to the contrary contained herein, the Declarant, its successor and assigns may, until all of said Units have been sold by said Declarant:

(1) use any Units owned by the Declarant as models for display, as offices, and/or as storage areas or for any other uses which the Declarant deems necessary or desirable in connection with the construction, sale, or leasing of Units;

(2) use any parking spaces for parking of automobiles and trucks, for storage, and also for any uses which the Declarant deems necessary or desirable in connection with the construction, sale, or leasing of Units;

(3) lease and license the use of any unsold Units;

(4) raise or lower the price of unsold Units;

(5) place signs on the Land and Buildings, including "for sale" and "for rent" signs and such other advertising and promotional notices, displays and insignias as the Declarant shall deem necessary or desirable;

(6) use and/or modify any portion of the Common Areas and Facilities that might be needed for purposes of location, construction, sale, or leasing of the Units, including, but not limited to, the use of any portion of the Clubhouse for sales and marketing offices for such periods of time as the Declarant deems necessary or desirable in connection with the construction, marketing, sale or leasing of Units; and

(7) Notwithstanding any provision 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 a portion of

Master Deed
Cains Crossing Condominium

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, sewer and gas line easements, drainage and slope easements, open space easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development, construction and addition to the condominium of future phases 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 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, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easement 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.

(e) A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Condominium Trust, adopt such Rules and Regulations from time to time as they may determine to be necessary or appropriate to insure that the Buildings, Units, and Common Areas and Facilities are used for the purposes set forth in this Paragraph 10 and to protect the architectural integrity of the Buildings,

(f) Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his or her Unit in accordance with his or her own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith, subject, however, to the restrictions herein contained as to uses, or to prohibit the Owner of such Unit from remodeling the interior of such Unit, provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor, if required by Law, and provided, further, that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Trustees, together with a written request for approval thereof, and shall not commence said work until such approval shall have been received in writing, which approval shall only be withheld in the event the structural integrity of the Unit or other Units is

Master Deed
Cains Crossing Condominium

threatened, The failure of the Trustees to act upon any such written request within thirty (30) days shall be deemed to constitute approval.

(g) West Meadow Uses

Reference is made to a certain "Plan of Land for Bartolini Builders, Inc., Located at Cains Crossing Southville and Parkerville Road, Southborough," dated March 30, 2020, drawn by New England Engineering, LLC, recorded with the Worcester District Registry of Deeds, Plan Book 949, Plan 7.

(i) Restricted Area A. With respect to the following described portion of said premises, it shall be kept in its natural state, except as hereinafter provided, unless approval is obtained from the Southborough Conservation Commission. Said portion is bounded and described as follows:

Beginning at a point at the northwesterly corner of the property shown on said Plan, at an intersection of stone walls at land now or formerly of Lawrence Garber and land now or formerly of Sandra Hinds.

THENCE north 87° 29' 13" east by said Hinds land and land now or formerly of Duane Guy Coldwell and along a stone wall 225.64 feet to a found drill hole at land now or formerly of Hep Nguyen;

THENCE south 01° 17' 45" west by said Nguyen land 163.39 feet to a point;

THENCE south 87° 29' 13" west through the parcel shown on said Plan and through a line of stone monuments to be installed 225.13 feet to a stone wall at said land of Garber, marking the westerly boundary of the property shown on said Plan;

THENCE north 01° 06' 59" east along said stonewall and said Garber land 199.49 feet to the point of beginning.

Permitted Activities.

Notwithstanding the foregoing, the following activities shall be permitted in the Restricted Area A:

(A) Use of the Restricted Area to construct and maintain compensating wetlands in connection with the development of any of the property shown on the Plan.

(B) The maintenance of piles of limbs, brush, leaves, and similar biodegradable material provided such piles are not conspicuous.

Master Deed
Cains Crossing Condominium

(C) Selective cutting of trees for fire protection, tick and mosquito control, or otherwise to preserve the present condition of the Restricted Area A, including vistas.

(D) Such other uses and activities as are approved by the Southborough Conservation Commission.

(ii) Restricted Area B. Within the following described portion of the property shown on said Plan the activities described below are permitted. This portion of the premises are described as follows:

Beginning at a point at the southwesterly corner of the property shown on said Plan recorded in Plan Book 949, Plan 7, at land now or formerly of Margaret Murphy;

THENCE north $00^{\circ} 03' 19''$ west by said Murphy land to a point marked by a found drill hole in a boulder at land now or formerly of Lawrence Garber;

THENCE north $00^{\circ} 03' 19''$ west by said Bessette land and along said stonewall 143.98 feet to a point marked by a (found) drill hole in a boulder;

THENCE north $00^{\circ} 03' 19''$ west by said Garber land and partly along a stone wall, through a drill hole a distance of 143.98 feet to a point marked by the southerly line of the area described above (Area A);

THENCE north $87^{\circ} 29' 13''$ east by Area A and through a line of stone monuments to be installed a distance of 225.13 feet to land now or formerly of Duane Guy Coldwell;

THENCE south $00^{\circ} 41' 54''$ east by said Coldwell land 132.01 feet to a point and continuing south $00^{\circ} 41' 54''$ east an additional 116.06 feet to a point marked by an extension easterly of the course shown on said Plan as north $88^{\circ} 07' 58''$ west;

THENCE north $88^{\circ} 07' 58''$ west by the remaining portion of the premises shown on said Plan 105.68 feet to a point marked by a found iron pipe which is the northeast corner of land now or formerly of Lu Jim as shown on said Plan;

THENCE north $88^{\circ} 07' 58''$ west by said Jim land and land now or formerly of Margaret Murphy 122.89 feet to the point of beginning.

Prohibited and Permitted Activities:

Within said Restricted Area B, the activities permitted under Restricted Area A shall be permitted and the following additional activities shall be permitted subject to the limitations contained herein:

Master Deed
Cains Crossing Condominium

(A) Uses shall be restricted and maintained by the Condominium Association in an Undeveloped and unimproved condition and only be utilized for passive recreational activities limited to walking, jogging, hiking, cross-country skiing, bird watching, horse-back riding, gardening, planting and grooming of trees and bushes, outdoor picnics, and similar activities, as well as the additional active uses described below. No structures for occupancy, storage or personal property, parking, or use of recreational or other motorized vehicles (except for maintaining said area by such vehicles for lawn maintenance and mowing equipment, or in the event of emergency) shall be allowed in this Restricted Area B.

(B) Additional recreational uses and activities may include unpaved walking trails, unpaved walkways, horse shoes, bocce court, putting green and a gazebo-type structure, as well as fences, gates pertinent thereto; grading, excavation and replacement of soil and related actions incidental to all of the above and for the promotion of good drainage and conservation practices. Any improvements or activities which are not specifically allowed shall be pursued through the Southborough Planning Board, and as approved through the Conservation Commission to the extent applicable. Such areas shall be managed and maintained by the Condominium Association, which may issue additional rules and regulations regarding the manner and extent of the utilization of this Restricted Area B.

(iii) Benefit. These restrictions are imposed on the Restricted Areas for the benefit of the remaining land of the Declarant shown on said Plan, and the Declarant's successors and assigns (the owners from time to time of the property shown on said Plan being hereinafter identified as the "Benefited Parties")

(iv) Enforcement. The Declarant shall have the sole power and authority to enforce the easements set forth herein as long as the Declarant retains legal title to any one or more of the Properties to be developed within Cain Crossing, which authority the Declarant may delegate, in whole or in part, by one or more written instruments recorded with the Worcester District Registry of Deeds applicable solely to the period of time the Declarant retains such authority.

Once the Declarant is no longer the owner of any one or more said Properties the Association of Unit owners of the premises shown on said Plan shall have the authority to enforce these provisions.

Failure to enforce any of these restrictions shall in no event be deemed a waiver of the right to do so thereafter.

(v) Covenant Running with the Land. This covenant shall constitute a covenant running with the land included in the Restricted Parcels and shall operate as an easement upon said land as stated above and shall be perpetual.

(vi) Such areas shall be managed and maintained by the Cain Crossing

Master Deed
Cains Crossing Condominium

Condominium Trust which may issue rules and regulations regarding the manner and extent of uses made of these areas.

(vii) Modification or Termination. The uses referred to herein shall not be modified, altered, amended or terminated except with the written consent of the Cain Crossing Condominium Trust; provided, however, for and during the period of time in which the Declarant holds legal title to any one of the lots shown on said plan, there is hereby reserved to the Declarant the right to modify or amend these provisions as to one or more of the areas stated herein without such consent of the Trust; further, provided, that no such amendment or modification shall be valid to the extent it is inconsistent with the terms and conditions of the approval or subsequent approval by the Southborough Planning Board and, if applicable, approval from the Southborough Conservation Commission.

(h) The restrictions set forth above shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Areas and Facilities, shall be enforceable solely by said Trustees, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except as occur during his or her ownership of a Unit.

11. Declarant's Reserved Rights to Amend Master Deed.

(a) Technical Corrections. Declarant reserves for itself, its successors and assigns, the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including without limitation, correction of scrivener's or typographical errors.

(b) Phase Amendments. Declarant reserves for itself, its successors and assigns the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases and units, amending the order, number or mix of phases and units or any other purpose consistent with the reserved powers of the Declarant.

Each such amendment shall be effected by recording with the Worcester District Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns. Each instrument of amendment executed and recorded in accordance with the requirements of this Paragraph 11 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

Master Deed
Cains Crossing Condominium

such amendment is not valid.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the provisions of Paragraphs 11(a) and 11(b) hereof, including without limitation, the right of the Declarant, their successors and assigns, to amend the Master Deed pursuant to this paragraph, including without limitation, an amendment so as to result in a diminution of the percentage interest of any Unit in the Common Areas and Facilities of the Condominium without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this paragraph, each Unit Owner, by acceptance of a Deed to the Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Any right or power reserved to the Declarant in Paragraphs II (a) or 11(b) or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

Notwithstanding the foregoing, the right to amend this Master Deed to add additional phases shall expire upon the earlier of:

- (i) seven (7) years from the date of recording of this Master Deed;
- (ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phase or phases; or
- (iii) the recording of the amendment adding the last phase (or sub-phase in the last phase) by which all Units to which the Declarant is entitled will thereupon have been added to the Condominium.

12. Encroachments. If any portion of the Common Areas and Facilities shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Areas and Facilities as a result of: (a) settling of the Buildings, or (b) alteration or repair of the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of 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

Master Deed
Cains Crossing Condominium

Maintenance of the same, so long as any such Building stands.

13. Amendments. In addition to the rights of the Declarant to amend this Master Deed to add additional Units, and not in limitation thereof, or as otherwise provided herein, this Master Deed may be amended by an instrument in writing:

(a) signed by the Owners of Units at the time entitled to fifty percent (50%) or more of the undivided interest in the Common Areas and Facilities, or such higher percentage as required by Chapter 183A;

(b) signed by a majority of the Condominium Trustees then in office; and

(c) duly recorded with the Worcester District Registry of Deeds; provided, however, that:

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

(2) no instrument or 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;

(3) no instrument or amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities, except pursuant to the phasing rights reserved to the Declarant, its successors or assigns herein, shall be of any force or effect unless signed by the Owners of all the Units affected and the Declarant if the phasing rights continue in existence, and is recorded as an Amended Phase Deed;

(4) no instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

(5) no instrument or amendment which purports to grant a right of first refusal, so called, to the Trustees of the Condominium Trust shall be of any force or effect;

(6) no instrument or amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank, insurance company, or other recognized lending institution

Master Deed
Cains Crossing Condominium

shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

- (7) no instrument or amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument or amendment;
- (8) no instrument or amendment purporting to alter or amend this Master Deed before the Declarant has conveyed title to each and every Unit which could be created pursuant to this Master Deed shall be of any force or effect unless executed by the Declarant; and
- (9) the Declarant reserves for itself and any successors to the Declarant's interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Trust the right, without the consent or signature of any other Unit Owner, to amend this Master Deed to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association as they may apply to the Condominium.

14. Mortgagee Approval. In addition to Unit Owner and Trustee approval for amendments as described in Paragraph 13 above, first mortgagee approval of amendments must be obtained in the situations described in subparagraphs (a) and (b) of this Paragraph 14. If there shall be a conflict in the application of the various provisions set forth in such subparagraphs to any situation, the more restrictive provision shall apply; provided, however, that the provisions of this Paragraph 14 shall not be applicable to amendments of the Declarant pursuant to Paragraph 11 of this Master Deed.

(a) The approval of eligible mortgage holders (as that term is described in the Trust) representing at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by eligible mortgage holders shall be required for any amendment of a material nature to this Master Deed, the Condominium Trust, the By-Laws, or the Rules and Regulations of the Condominium. A change with respect to any of the following matters shall be considered material, namely:

- (1) voting rights;
- (2) assessments, assessment liens, or subordination of assessment liens;
- (3) reserves for maintenance, repair, and replacement of Common Areas and

Master Deed
Cains Crossing Condominium

Facilities;

- (4) responsibility for maintenance and repairs;
 - (5) reallocation of interest in the general or limited Common Areas and Facilities, or rights to their use;
 - (6) boundaries of any Unit;
 - (7) convertibility of Units into Common Areas and Facilities or vice versa;
 - (8) except with respect to the addition of a proposed Phase to the Condominium in accordance with the provisions of this Master Deed, the expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
 - (9) insurance or fidelity bonds;
 - (10) leasing of Units;
 - (11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (12) a decision by the Trustees or the Unit Owners to establish self-management when professional management has been required previously by an eligible mortgage holder;
 - (13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Master Deed, the Condominium Trust, the By-Laws, the Rules and Regulations of the Condominium, or Chapter 183A;
 - (14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
 - (15) any provisions that expressly benefit holders, insurers, or guarantors of first mortgages,
- (b) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

**Master Deed
Cains Crossing Condominium**

- (c) In no event shall any provisions of this Master Deed or the Trust or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Areas and Facilities.
- (d) A First Mortgagee, upon request made to the Board of Trustees, shall be entitled to written notice of:
- (1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
 - (2) any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days.
 - (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
 - (4) any proposed action which would require the consent of a specified percentage of First Mortgagees.

The approval of eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the Units that are subject to mortgages held by eligible mortgage holders shall be required for termination of the legal status of the Condominium for any reason other than substantial destruction or condemnation of the property which constitutes the Condominium.

If an amendment is not considered to be a material change, the approval of any eligible mortgage holder shall be assumed if the eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made and received by the mortgage holder. An affidavit by the Trustees appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within thirty (30) days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- (e) Except as provided by statute in case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, unless at least sixty-seven percent (67%) of the first mortgagees (based upon one (1) vote for each first mortgage owned) or Unit Owners (other than the Declarant) have given

Master Deed
Cains Crossing Condominium

their prior written approval, neither the Trustees nor the Unit Owners shall:

- (1) by act or omission, seek to abandon or terminate the Condominium;
- (2) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (B) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- (3) partition or subdivide any Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities (neither the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities nor the regulation of the use of the Common Areas and Facilities by the Trustees shall be deemed to be matters requiring consent under this Paragraph 14(c));
- (5) use hazard insurance for losses to any Condominium property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such Condominium property.

15. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Areas and Facilities Located Inside of Units; Right of Access. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Areas and Facilities located in any of the other Units or elsewhere in the Condominium and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Areas and Facilities located in such Unit and serving other Units. The Trustees, the manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent shall have a right of access to each Unit, at reasonable times, and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit, or the Common Areas and Facilities, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Areas and Facilities 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.

Master Deed
Cains Crossing Condominium

16. 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 Land 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. Upon substantial completion of such common use facility, it shall become part of the Common Areas and

Master Deed
Cains Crossing Condominium

Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Paragraph 16, however, shall in any way obligate the Declarant to construct, erect or install such common use facility as part of the Condominium development.

17. Definition of "Declarant". For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to Bartolini Builders, Inc. and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

18. 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:

- (a) To comply with requirements of 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 Chapter 183A; or
- (d) To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

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

**Master Deed
Cains Crossing condominium**

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 of the Trust upon the occurrence of the Operating Event.

19. Condominium Management Contracts. Any agreement for professional management of Trust, shall not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee upon no more than ninety (90) days written notice.

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Master Deed
Cain Crossing Condominium

20. Conflicts. If any provision 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 provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

- (a) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control.
- (b) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.
- (c) In the event of any conflict between the preceding Paragraph 15 and any other provisions of the Master Deed or the Condominium Trust, the provisions of said Paragraph 15 shall control.

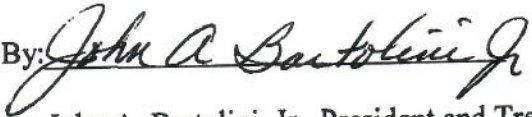
21. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

22. Captions. The title headings of different parts hereof are inserted only for convenience for reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

23. Definitions. All the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A, as amended, shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, Bartolini Builders, Inc. has caused these presents to be executed on its behalf by John A. Bartolini, Jr., its President and Treasurer, duly authorized this 26thth day of February, 2020.

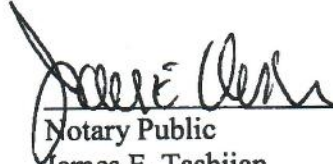
Bartolini Builders, Inc.

By: 
John A. Bartolini, Jr., President and Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 26thth day of February, 2020 before me, the undersigned notary public, personally appeared John A. Bartolini, Jr., President and Treasurer of Bartolini Builders, Inc., 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 as President and Treasurer of Bartolini Builders, Inc.


Notary Public
James E. Tashjian


 **JAMES E. TASHJIAN**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Sept. 9, 2022

Exhibit A

Description of Property

Land in Southborough, Worcester County, Massachusetts, on the westerly side of Parkerville Road, being shown on a "Plan of Land for Bartolini Builders, Inc., Located at Cains Crossing, Southville and Parkerville Road, Southborough," dated March 30, 2020, drawn by New England Engineers, LLC, recorded with the Worcester District Registry of Deeds, Plan Book 949, Plan 7.

Said premises are subject to the following:

- (a) Special Permit for Senior Residential Community granted by the Southborough Planning Board dated April 25, 2016, recorded with the Worcester District Registry of Deeds, Book 55460, Page 204.
- (b) Determination of Applicability issued by the Southborough Conservation Commission dated June 10, 2004 recorded with said Registry, Book 34696, Page 345 (DEP File Number 247-817) and Order of Conditions issued by the Southborough Conservation Commission dated March 27, 2017, recorded with said Registry, Book 58475, Page 320. (DEP File Number 290-0996). Stormwater Management Permit issued by the Southborough Conservation Commission, dated March 9, 2017, recorded with said Registry, Book 58422, Page 52. As the work required under these Orders is related to ongoing construction and site development, Certificates of Compliance for individual units will not be available at closing. Seller shall complete the work as required under the Orders and obtain the Certificates upon completion of the condominium project. In connection therewith, the Seller hereby indemnifies and holds the Buyer harmless as to any and all claims relating to the outstanding Orders of Condition. This provision shall survive the delivery of deed and passing of title.
- (c) Major Site Plan Approval granted by the Southborough Planning Board, dated June 5, 2017, recorded with said Registry, Book 58422, Page 39; see extension dated April 30, 2018, recorded with said Registry, Book 58775, Page 109. Also see Exhibit A-1 attached.
- (d) Special Permit for Lower Impact Development, granted by the Southborough Planning Board, dated June 5, 2017, recorded with said Registry, Book 58422, Page 47.
- (e) Grant of Easement to Massachusetts Electric Company for Underground Electric Distribution System, dated August 29, 2019, recorded with said Registry, Book 61094, Page 383.

.Being the same premises conveyed to Bartolini Builders, Inc. by deed of Frank W. and Carolee S. Cain, dated December 1, 2005, recorded with said Registry, Book 37930, Page 320.

Exhibit A-1

Town of Southborough
PLANNING BOARD

17 COMMON STREET
SOUTHBOROUGH, MASSACHUSETTS 01772-1662
508-485-0710

January 23, 2020

James E. Tashjian LLC, Counselor at Law
370 Main Street
Worcester, MA 01608

RE: Cain's Crossing (141 Southville Road) Condominium Documents

Dear Attorney Tashjian:

At their meeting on December 16, 2019, the Planning Board accepted the Cain's Crossing Condominium Documents dated December 11, 2019 satisfying Condition #5 of the Decision of Major Site Plan Approval dated June 5, 2017.

Condominium documents received for Cain Crossing (55+ development) were sent to Town Counsel Aldo Cipriano for review who suggested minor revisions. Upon resubmission, Town Council responded via email and indicated that the revisions were accurate and consistent with the Planning Board Decisions. Condition #5 of the Decision of Major Site Plan Approval indicated the condominium documents needed to be provided to the Planning Board for Town Counsel review and approval. The Planning Board was satisfied with Town Counsel's review and the documents submitted, accepting them at their December 16, 2019 meeting.

Thank you,



Karina G. Quinn
Town Planner

Exhibit B

Unit Descriptions

Phase I

<u>Building and Unit #</u>	<u>Unit Description</u>	<u>Approximate Square Footage</u>
Bldg.4, Unit 5	5 Cains Crossing B, BA, BR, DR/LR, F, G K, L LAV, MBR, S, ST	2,255±

Key

B = Bathroom	K = Kitchen
BA = Basement	L = Laundry
BR = Bedroom	LAV = Lavatory
DR/LR = Dining Room/Living Room	MBR = Master Bedroom
F = Foyer	S = Study
G = Garage	ST = Storage Closet

Square footage encompasses first and second floors, but does not include garage, patio, or basement.

Exhibit C

Unit Percentage Interests

<u>Building and Unit #</u>	<u>Unit Description</u>	<u>Percentage Interest</u>
Bldg. 4, Unit 5	5 Cains Crossing	100%

The Percentage Interest of each Unit shall be readjusted as additional Units are added to the Condominium according to the provisions of Chapter 183A and Section 8 of this Master Deed