

# Hilltop Farms

## Master Deed

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# MASTER DEED OF HILLTOP FARMS CONDOMINIUM

## (A Phased Condominium)

HILLTOP FARMS DEVELOPMENT, LLC, a Michigan limited liability company organized under law, and registered to conduct business in the Commonwealth of Massachusetts and with its principal place of business at 115 Flanders Road, Westborough, MA 01581 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Grafton, Worcester County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises 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 said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

### 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 so as to include additional phases in the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's right to so amend.

### 2. Name.

The name of the Condominium shall be as follows: "HILLTOP FARMS CONDOMINIUM".

### 3. Description of Land.

The Premises which comprise the Condominium is the land situated on the northwesterly side of Milford Road in the Town of Grafton, Worcester County, Massachusetts, consisting of approximately 68.96 acres of land as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

A description of the land on which the Condominium Units 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 and easements reserved to the Declarant to develop additional phases of the Condominium.

"Registry of Deeds" as used in this Master Deed shall mean Worcester South District Registry of Deeds.

#### **4. Description of the Building(s).**

The Declarant is declaring an initial phase containing four (4) units in one building. The building is one wood-frame, poured concrete foundation, and a basement level. The location of said building is as shown on the Site Plan, and said building contains a basement and two floors. In addition, the construction of the bus stop will be included in the first phase

“Home” or “Homes” - As used herein is equivalent to the term “Unit” or “Units”.

#### **5. Designation of the Units and their Boundaries.**

(a) The Condominium, if fully constructed, will consist of 256 units in 78 buildings, of which 64 Units shall be “Affordable Units” pursuant to the Comprehensive Permit Pursuant to G.L. c. 40B pursuant to which this Condominium is developed and constructed. The four Units contained in this initial phase are in one building located as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the building floor plans recorded herewith (Site and Building plans hereinafter referred to as the "Plans").

The said Plans show the layout, locations, unit numbers and dimensions of said 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 phases 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. Exhibit B-1 attached hereto shows the approximate percentage interest which will be attributable to each unit in the event all the units possible are constructed and phased into the condominium. Also, with any amendment to this Master Deed adding additional phases 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 and screen 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 Board of Trustees of HILLTOP FARMS CONDOMINIUM TRUST (“Board”).

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

(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 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 Limited Common Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation the land and all parts of all buildings and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities 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:

- a. The land on which each of the Buildings is erected and all other land and improvements therein within the boundaries of the Property;
- b. All foundations, columns, girders, beams and supports;
- c. All exterior walls of the Buildings;
- d. Roofs, halls, corridors, stairs, stairways and entrances to and exits from the Buildings;
- e. All utility or other pipes, ducts, wires, chutes, cables, conduits and materials located outside of the Homes and all other mechanical equipment spaces;
- f. All tanks, pumps, motors, fans, compressors and control equipment;
- g. All streets and ways within the limits of the Condominium;
- h. School bus stop including appropriate signage and shelter;
- i. Two children's play areas and walking trails as shown on the plans;
- j. Vegetated buffer along the portion of the western boundary of the site near the Oakmont Farms Subdivision, as shown on the plans;
- k. Multipurpose recreation field and emergency access thereto as shown on the plans;
- l. All parking spaces (except the driveway parking spaces which are LCAF appurtenant to units);
- m. All site utilities and infrastructure;

- n. All other parts of the Condominium and all apparatus and installations existing in the Buildings or on the Condominium for common use or necessary or convenient to the existence, maintenance or safety of the Condominium;
- o. In general, any and all apparatus, equipment and installations existing for common use; and
- p. Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

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 (hereinafter sometimes referred to as "LCAF") for the exclusive use of one or more Units as hereinafter described:

- 1. The deck attached to any unit is LCAF appurtenant to the Unit to which it is attached.
- 2. The steps, walkways and driveways leading to a unit is LCAF appurtenant to the Unit to which they lead.
- 3. The plantings and/or mulch beds immediately adjoining a unit is/are LCAF appurtenant to the Unit which they adjoin.
- 4. Any stoop or patio area to which a walkout basement leads is LCAF appurtenant to that unit.
- 5. Any heating and/or cooling unit, if located in the Common Elements adjacent to a Home and exclusively serving such Home, is restricted in use to the Unit Owner of such Home and shall be maintained and repaired by such Unit Owner at their sole cost and expense.

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 Declarant has reserved the right pursuant to paragraph 16 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 described in this

paragraph 7, and if such variation shall occur, they shall be specified in the amendments to this Master Deed adding such future phase(s).

### **8. Percentage Ownership Interest in Common Areas and Facilities.**

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit 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.

In the event all Units approved by the Comprehensive Permit Pursuant to G.L. c. 40B pursuant to which the Condominium is developed are constructed and phased in, the estimated percentage interest attributable to each unit will be approximately as shown on Exhibit B-1.

### **9. Purpose and Restriction of Use.**

The purposes for which the building and the Units are intended to be used are as follows:

(a) The Home 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. All affordable units must be owner-occupied.

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

(c) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Home, or any Limited Common Element, without the prior written approval of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Home within sixty (60) days after such request is received, and failure to do so within the stipulated time shall constitute an approval by the Board of the proposed addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Home or any Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board an agreement, in form and substance reasonably satisfactory to the Board, 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 (3) executing and delivering to the Board an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. In the event the Board chooses 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 the alterations, additions or improvements.

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 Home shall be completed by the Unit Owner and executed by the Board only, without however, incurring any liability on the part of the Board 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.

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

Notwithstanding the foregoing, the maximum number of bedrooms in any unit shall be limited to the number (either two or three depending upon the type of unit) located in the unit at the time the unit is phased into the Condominium either by inclusion in this Master Deed or a subsequent phasing amendment. In no event shall any attic or basement space be used as a bedroom.

(d) Any interior alterations or improvements made to a Home shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(e) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Homes or color of the Homes 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 unless the Unit Owner complies with requirements of the Architectural Control provisions contained in the By-Laws. This provision shall not apply to any of the foregoing that were originally installed or constructed by Declarant except for subsequent changes, alterations or additions contemplated by the Home Owner.

(f) Any Unit Owner who mortgages their Home shall notify the Board providing the name and address of the mortgagee.

(g) The Board shall, at the request of the mortgagee of the Home, report any unpaid Common Charges due from the Unit Owner of such Home.

(h) 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.

(i) 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.



(j) Regulations promulgated by the Board concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(k) The Common Charges shall be paid when due.

(l) Occupancy of the Homes shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Community. Affordable units shall, at all times, be owner-occupied.

(m) No Unit Owner may alter the landscaping located on the Common Elements.

(n) No enclosure, awning, screen, screen door, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any 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 approval of the Board.

(o) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas 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 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.

(p) No Unit or any part of the Common Areas and Facilities or Limited Common Areas 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.

(q) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the Association 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 Lessor'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 Board of 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. 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, Bylaws, and Rules. and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board may give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the Board may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board 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 obligations and agrees to abide by the Master Deed, Declaration, Bylaws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Lessee in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the unit owner with the Board of Trustees of Condominium at the following address:

HILLTOP FARMS DEVELOPMENT CONDOMINIUM c/o  
Hilltop Farms Development, LLC, at 115 Flanders Road, Westborough,  
MA 01581 or at such other address as directed by the Association.

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 Trustees of the Hilltop Farms Condominium for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(r) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.

(s) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any unit.

(t) No more than two (2) common domestic pets shall be kept in any unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). Under no circumstances are reptiles or "exotic" animals to be kept in any unit. Upon petition by any unit owner, the Board 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. Provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board. All dogs, cats, and other pets must be leashed and shall not be permitted to run loose. Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.

(u) 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 Board.

(v) Nothing shall be done in any Unit or in any Common Area or Limited Common Area which is in contradiction with the terms and conditions of the Comprehensive Permit as Amended, the Grafton Conservation Commission Permit pursuant to the Grafton Wetlands By-Law, or the Massachusetts Department of Environmental Protection Order of Conditions (DEP File Number 164-534), including without limitation, the permanent, ongoing conditions contained in the latter two documents.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they maybe extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except as occur during his or her ownership of a 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 shall have the same rights, as the owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

(i) Lease and License the use of any unsold Units;

(ii) Raise or lower the price of unsold Units;

(iii) Use any Home owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;

(iv) Use any Home owned by the Declarant as an office for the Declarant's use;  
and

(v) 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 of (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.

(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, and such sales signs 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, 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, water 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, 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 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.

## **11. Rights Reserved to the Condominium Trustees.**

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees 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 Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas and Facilities:

(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 for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including, without limitation the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

## **12. The Unit Owners' organization.**

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the HILLTOP FARMS CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Home 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 it may be amended from time to time. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") is as follows:

HILLTOP FARMS DEVELOPMENT, LLC

The mailing address of the Trust is at 115 Flanders Road, Westborough, MA 01581. The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be on the second Tuesday in March of each year (Trust 5.14.2), or within sixty days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date

The FISCAL YEAR of the Trust shall begin on January 1 of each year (Trust 5.23).

## **13. Easements**

The Board shall have a right of access to each Home for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Home and servicing any other Home. In addition and not in limitation of the foregoing, the Board and the Grafton Water District shall have the right of access to each Home to test and inspect water services and fire sprinkler systems in each unit. The cost of such repairs shall be a Common Expense. The Board shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board 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 Home for its permitted purposes. Any utility company and its employees and agents shall have the right of

access to any Home or the Common Elements 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 Home for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Elements of the Condominium shall be the responsibility of the Board as more fully described in the Declaration of Trust and By-Laws.

A stormwater management system in compliance with Department of Environmental Protection Stormwater Management Policy has been designed and constructed on the premises and is the subject of an operation and maintenance plan ("O & M"). All construction and use of the condominium premises shall be in compliance with the O & M and the system shall be deemed Common Area of the Condominium.

As a result of the above obligations and responsibilities, the Board or any of its agents, employees or contractors shall have a right of access through, under, over and across the Common Elements and the Homes for the purpose of performing any of its obligations as provided for in a certain Declaration of Trust and By-Laws of the Association.

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 Board, 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.

#### **14. Unit 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 Condominium 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 items affecting title to the land as set forth 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 Condominium Trust, the By-Laws, the Unit Deed and any applicable Affordable Unit Deed Rider, 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, shall thereby irrevocably appoint 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 any additional phase(s) 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 as shown on Schedule B of the most current Amendment to Master Deed, or on the Schedule B attached hereto, if there are no Amendments of record.

(e) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Trust. Such share shall be based upon the fair market value of each unit, taking into account restrictions of record, if any. Commencing with the transfer of the first unit in a building, the Declarant shall be liable for the full fees for the remaining units in the building until the time of their transfer.

## **15. Amendments.**

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium 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 holding at least fifty per cent (50%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least fifty per cent (50%) of said total voting power of the Home Owners, or, in either event, such higher percentage as required by the Condominium Act and (b) duly recorded with the Registry of Deeds, provided, that:

(a) The date on which any instrument of amendment is first signed by an owner of a Unit 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) to the Condominium, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units 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 shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof 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 of Deeds.

(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), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in 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 or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(g) 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) 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.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (h) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(j) Where required 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 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 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 and Add Units.

The Condominium presently is comprised of six (6) condominium units in two (2) buildings (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to delimit 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 and units to the Condominium in multiple successive phases, with each such expansion being comprised of condominium units.

The maximum number of Units in the Condominium, if all allowable buildings and units are added, is 256 Units. Notwithstanding anything to the contrary otherwise contained herein, any modification in the allowable number of units to more than 256 units requires approval of 100% of the voting power of the Unit Owners. In addition, if any additional units are proposed to be allowed by the Unit Owners, such expansion shall be subject to any requirements of the Town of Grafton and subject to relevant provisions of Massachusetts General Laws.

The Declarant shall be under no obligation to proceed beyond those units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the number of units in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire seven (7) years after the date of the recording of this Master Deed, provided that said 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 aforesaid maximum number;  
or

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

(b) Future buildings, structures, improvements and installations shall be in compliance with the Comprehensive Permit Pursuant to G.L. c. 40B as amended (including plans referenced therein) pursuant to which this Condominium is developed and constructed.

(c) Each expansion phase following the Master Deed shall consist of at least one building. Each building will contain at least one unit as described on Exhibit B.

(d) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.

(e) 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 which are to be added to the Condominium as part of future phases; 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 and shall be in compliance with the controlling Comprehensive Permit Pursuant to G.L. c. 40B as amended and as it may be amended in the future.

(f) The Declarant reserves the right 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. 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.

(g) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendments to this Master Deed which shall contain the following information:

(i) An amended description of any building being added to the Condominium.

(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 buildings 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.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such buildings 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.

(h) The Declarant shall not amend the Master Deed so as to include any additional 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.

(i) It is expressly understood and agreed that no such amendments adding new phases to the Condominium 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 of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(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) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust 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 after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair 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 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 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 new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit Owner, by the acceptance of the 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 Land 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;

(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; and

(iv) 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 him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the premises 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.

Ownership of each building, together with the residential 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; and the Declarant shall have the right to sell and convey the said residential units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

**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 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 Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 17, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

**18. 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 HILLTOP FARMS DEVELOPMENT, LLC and to any successors and assigns who come to stand in the same relationship as developer 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, 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 or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs(i) and (ii) above,

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

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee 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 of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except 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 pro-rata 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 elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium 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 or in the Condominium Trust 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 of the Condominium Trust 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 or 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/or common elements 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 Condominium 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 of the Condominium Trust, will be entitled to:

(ii) written notification from the Trustees of the Condominium Trust 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 Condominium Trust which is not cured within sixty (60) days;

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

(iv) receive an reviewed or audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(v) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(vi) receive prompt written notification from the Trustees of the Condominium Trust 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.

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 District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

## **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:

- 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 M.G.L. c. 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 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 takeover event.

## **21. 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.

## **22. Provisions of Comprehensive Permit.**

It is understood that this Condominium is subject to the provisions of a Comprehensive Permit issued by the Zoning Board of Appeals of the Town of Grafton dated January 31, 2003 and recorded at the Worcester District Registry of Deeds at Book 32608, Page 140 as Amended by Modification of Decision on Application for Comprehensive Permit Pursuant to G.L. c. 40B



dated April 27, 2004 and recorded at Book 33800, Page 190, as The Declarant reserves the right to seek further amendments to the Comprehensive Permit as required by construction and if allowed by the Zoning Board of Appeals all units shall be subject to such further amendment.

The Comprehensive Permit is issued pursuant to MGL. C. 40B and requires that 25% of the units be designated as affordable units in perpetuity. The Affordable units are set forth on Exhibit B, hereto and all owners of the affordable units shall be subject to a deed rider which has been approved by the Zoning Board of Appeals and is attached to the Regulatory Agreement recorded herewith and prior hereto.

## **22. 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.

END OF TEXT

SIGNATURE PAGE FOLLOWS

Executed as a sealed instrument on this day, \_\_\_\_\_, 2004.

HILLTOP FARMS DEVELOPMENT, LLC

\_\_\_\_\_  
By: James R. McCabe  
Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned notary public, personally appeared James R. McCabe, a person authorized to sign documents affecting interests in real property for Hilltop Farms Development, LLC proved to me through satisfactory evidence of identification which was that he is personally known to me 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 authorized signatory for Hilltop Farms Development, LLC, and that he had the authority to sign in such capacity,

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

## Exhibit A

### Legal Description

That certain parcel of land with the buildings thereon situated on the northwesterly side of Milford Road in Grafton, Worcester County, Massachusetts, and being shown on a plan of land entitled "Plan of Land, Milford Road in Grafton, Ma, Prepared for Hilltop Farms Development, L.L.C.", which plan is dated December 12, 2003, Scale 1"=100', drawn by Marchionda & Associates, L.P., and being designated on said plan as Assessors Map 133, Parcel 2, containing 3,003,803 square feet of land (68.96 acres), which plan is recorded with the Worcester County Registry of Deeds in Plan Book 810, Plan 40.

The foregoing premises are the same premises described in deed from Stephanie M. Kuczinski to Hilltop Farms Development, LLC dated January 6, 2004 and recorded with the Middlesex South District Registry of Deeds at Book 32608, Page 120.

The premises are subject to the following matters:

1. Thirty (30) Foot wide Easement to New England Telephone and Telegraph Co. dated 12-31-1912 and recorded at Book 2018, Page 522.
2. Order of taking for the relocation of Milford Road dated 3-17-1959 and recoded at Book 4015, Page 525 under shown on Plan 238-44.
3. Order of taking for the relocation of Milford Road dated 10-20-1960 and recorded at Book 4157, Page 259 and shown on Plan 251-125.
4. Variance Notice of which is dated 9-29-1871 recorded at Book 5162, Page 63.
5. Rights of others in and to the path/cart path/woods road as shown on existing conditions plan drawn by Marchionda & Associates, LLP dated February 27, 2002 as prepared for Hilltop Farms Development, LLC.
6. Upper and lower riparian rights and rights of others in and to the flow of the brooks and streams traversing the property as shown on the existing conditions plan drawn by Marchionda & Associates, LLP dated February 27, 2002 as prepared for Hilltop Farms Development, LLC.
7. Order of Conditions (DEP File Number 164-534) recorded at Book 32608, Page 122.
8. Grafton Wetlands Permit dated September 23, 2003 recorded at Book 32608, Page 134.
9. Comprehensive Permit dated January 30, 2003, recorded at Book 32608, Page 140, as affected by Amendment dated April 27, 2004 and recorded at Book 33800, Page 190.

10. Permit for Sewer System Extension or Connection recorded at Book 32815, Page 153.
11. Easement to Massachusetts Electric Company dated March 4, 2004 and recorded at Book 33311, Page 252.
12. Easement to Verizon New England, Inc. dated July 14, 2004 and recorded at Book 34093, Page 33.
13. Affordable Housing Restriction dated July 14, 2004 and recorded at Book 34266, Page 217.
14. Regulatory Agreement dated June 28, 2004 and recorded at Book 34266, Page 195.
15. Construction Mortgage and Security Agreement from Hilltop Farms Development, LLC to Salem Five Cents Savings Bank dated June 28, 2004 in the face amount of \$3,200,000.00 recorded at Book 34005, Page 140 as affected by Consent and Subordination recorded herewith.
16. Collateral Assignment of Leases and Rents from Hilltop Farms Development, LLC to Salem Five Cents Savings Bank dated June 28, 2004 recorded at Book 34005, Page 140 as affected by Consent and Subordination recorded herewith.
17. Construction Mortgage and Security Agreement from Hilltop Farms Development, LLC to Salem Five Cents Savings Bank dated June 28, 2004 in the face amount of \$2,000,000.00 recorded at Book 34005, Page 177 as affected by Consent and Subordination recorded herewith.
18. Collateral Assignment of Leases and Rents from Hilltop Farms Development, LLC to Salem Five Cents Savings Bank dated June 28, 2004 recorded at Book 34005, Page 204 as affected by Consent and Subordination recorded herewith.
19. UCC Financing Statement from Hilltop Farms Development, LLC to Salem Five Cents Savings Bank dated June 28, 2004 recorded at Book 34005, Page 214 as affected by Consent and Subordination recorded herewith.