

**NINE ACTON
ROAD
TOWNHOUSES**

MASTER DEED

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NINE ACTON ROAD TOWNHOUSES

MASTER DEED

ACTON RD DEVELOPMENT LLC (hereinafter the “Declarant”), a duly organized Massachusetts limited liability company having a principal place of business at 11 Tanglewood Drive, Nashua, New Hampshire 03062, being the sole owner of the land and buildings located in Chelmsford, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Middlesex North District Registry of Deeds, does hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws (“Chapter 183A”), proposes to create, and hereby does create with respect to those premises a condominium (the “Condominium”) to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Article I. CONDOMINIUM PHASING

The Declarant plans to develop the Condominium as a phased condominium containing eighteen (18) units in five buildings, each phase of which shall include one or more building(s) (the “Buildings” or singularly as “Building”) containing additional combinations of buildings, units, additional common facilities or elements or combinations thereof.

- §1 As more fully set forth herein, the Declarant’s reserves all easements and rights as necessary to add additional buildings, units, and phases to the Condominium.
- §2 Phase 1. The Condominium shall initially be composed of Phase 1, comprised of three Units in Building ___ shown on the Floor Plans (as hereafter defined). The Declarant’s intention is to add additional Phases, each of which shall consist of one or more buildings. If all contemplated Phases are added, it is anticipated that the Condominium will consist of a total of eighteen (18) Units.
- §3 Reserved Rights. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending one year after the later of (a) the completion of the construction of all Phases hereunder; (b) the closing out of all building permits, including but not

limited to building, plumbing, electrical permits for all Units; (3) years next after the date on which this Master Deed is recorded, whichever date is later, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all Buildings, for the purpose of (a) satisfying any special permit or variance requirement for the Town of Chelmsford and (b) installing and utilities serving the Units and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right (but not the obligation) to install cable television or similar lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium buildings.

Article II. NAME

The name of the Condominium shall be “**Nine Acton Road Townhouses**” and will hereinafter sometimes be referred to as the “Condominium.”

Article III. DESCRIPTION OF LAND

A certain parcel of land (the “Land”) known and numbered as 9 Acton Road, Chelmsford, Middlesex County, Massachusetts and being more particularly shown on a plan of land entitled “_____”, dated _____, 2024 prepared by _____ (said plan hereafter the “Site Plan”), being all of the land conveyed to the Declarant by deed recorded with the Middlesex North District Registry of Deeds in Book 37342, Page 61.

Article IV. DESCRIPTION OF BUILDING

The Condominium shall, during Phase 1, initially consist of three (3) Units located in one (1) building having (3) stories, a garage level and an attic, has a concrete foundation, wood frame, vinyl siding, and shingle roof.

Article V. FLOOR PLANS

Designations of Units and Their Boundaries. The floor plans of the Building included in Phase 1, showing the layout, location, unit designation and dimensions of the Units, stating the name of the building or that the building has no name and bearing the verified statement of a registered architect, surveyor or engineer, certifying that the plans fully and accurately depict the same, dated _____ 2024, and prepared by Lagrasse Yanowitz & Feyl (the “Floor Plans”), are to be recorded simultaneous with and are incorporated as a part of this Master Deed. The Plans consist of _____ (____) sheets.

Article VI. DESIGNATION OF UNITS AND THEIR BOUNDARIES

§1 The designations, locations, approximate areas, immediately accessible Common Area, Limited Common Areas and their descriptive specifications of each Unit in Phase 1 is shown on the Floor Plans and Site Plan, recorded herewith.

§2 The boundaries of each of the Units are as follows:

- a. Floors: The plane of the upper surface of the of the floor slab in the garage level. In other levels, the upper surface of the subflooring.
- b. Ceilings: The plane of the lower surface of the ceiling.
- c. Exterior Walls, Interior Building Walls Between Units; Interior Walls Between Units and Common Elements; and Structural Walls: The plane of the wall studs facing the interior of the Unit.
- d. Doors and Windows: The plane of the exterior surface of the doors, the exterior surface of window glass and the exterior surface of the window and door frames.
- e. Attic: the lower plane of the attic ceilings,

§3 Each Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing or utility services or waste removal and all components of any of the foregoing which are situated within a Unit, or which exclusively serve a Unit.

§4 All Units are heated by means of a separate heating and ventilating system, all portions and/or components of which, whether located within or outside the Unit, are a part of the Unit which it serves and the Unit Owner is responsible for all maintenance, repair and replacement thereof.

§5 Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) contained therein or elsewhere, that exclusively serve the Unit.

§6 Each Unit shall have as appurtenant thereto the right and easement to use in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the Common Areas, or other Units.

§7 Each Unit shall have as appurtenant thereto the right to use the Common Areas as described in paragraph 6 hereof, in common with the other Units in the Condominium.

§8 Each Unit shall have the exclusive right to use the Limited Common Areas and areas designated as such in Article VIII of the Master Deed.

Article VII. COMMON AREAS AND FACILITIES

The Common Areas and Facilities of the Condominium consist of:

§1 The Land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force and without limitation, subject to all reserved phasing rights of the Declarant herein.

§2 All portions of the Buildings not included in any Unit by virtue of the Floor Plans and Article VI above:

- a. The foundations, structural members, beams, supports, exterior walls, vinyl siding frames for exterior windows and for doors leading from Units to common areas, roof, entrances and exits of the Building, walls between Units or between a Unit and a Common Area within the Building, and structural walls and other structural components located within any Unit;
- b. Sidewalks;
- c. Installations of central services, if any, such as heat, electric power, gas, hot and cold water, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, including Limited Common Areas thereof, whether located in that Unit or located elsewhere in the Common Areas; and
- d. All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services (collectively, "utility installations") which utility installations (i) are contained in the common portions of the Building and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Limited Common Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement.

§3 Such additional Common Areas and Facilities as may be defined in Chapter 183A.

If any portion of the Common Areas and Facilities of the Condominium shall encroach upon any Unit or if any Unit or any Limited Common Areas of a Unit shall encroach upon any portion of the Common Areas or any other Unit, as these are shown on the Floor Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the Common Areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

Article VIII. LIMITED COMMON AREAS

- §1 Each Unit shall have the exclusive right and easement for the use of the deck adjoined directly to each unit in the front or rear or such unit and exclusively serving said unit.
- §2 Each Unit shall have the responsibility for the upkeep and maintenance of said Limited Common Areas. In the event that two units share one set of stairs appurtenant to the decks appurtenant to each unit, they shall share equally in the upkeep and maintenance of such stairs. In the event of the need for substantial repair or replacement, the Board of Trustees shall have the obligation to replace the same, pursuant to the provisions in the Declaration of Trust.
- §3 Each Unit shall have the exclusive right and easement to use any parking space directly in front of the garage for such Unit or as depicted on the Site Plan as being for the exclusive use of the Unit. Use of such parking space shall be limited to private passenger vehicles and shall not include the right to park commercial vehicles or any oversized vehicle that does not fit within the confines of the parking space.

Article IX. INTEREST OF UNIT OWNER

The owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities

of the Condominium in the percentages set forth in the attached Schedule A, as the same may be amended upon the completion of additional Phases hereunder.

Article X. STATEMENT OF PURPOSES: RESTRICTIONS ON USE.

The purposes for which Units and the Common Areas and Facilities are intended to be used are as follows:

- §1 Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the in accordance with the laws and ordinances of the Town of Chelmsford.
- §2 In addition to the foregoing, the Declarant, or any successor to its interest in the Condominium, may, until all of the Units have been conveyed by the Declarant or such successor(s), use any unconveyed Unit as an office, as a model for display for purposes of sale or leasing of Units in the Condominium, and may also use, lease, rent and license the use of any unsold Unit, garage or parking space;
- §3 No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the Common Areas and Facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall engage in, make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.
- §4 Unless otherwise permitted in a writing executed by the Condominium Trustees pursuant to the provisions hereof:
 - a. No Unit shall be used for any purpose not specified in this Article.
 - b. No Unit may be used, by way of rental or otherwise, for transient purposes. Any and all tenancies shall be in writing and there shall be no initial tenancy for a period of less than three months. Though month to month leases are allowed, they are only allowed following an initial period of no less than three months.
 - c. No Unit, including Limited Common Areas, shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws, the Declaration of Restrictions, and the Rules and Regulations in effect from time to time pursuant thereto.
 - d. No Unit Owner shall make any addition, alteration or improvement in or to any Unit, including Limited Common Areas, affecting the structural elements, mechanical systems or other Common Area and Facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustee's reasonable judgment may affect the structural or architectural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or

improvements to any Unit, including Limited Common Areas (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium), shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

- e. No Unit Owner shall make any addition, alteration or improvement to any part of the Common Area, including, without limitation, the Limited Common Areas and the yard and the landscaping thereof, without prior written unanimous consent of all of the Unit Owners, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary.
- f. No Unit shall be leased unless the lease is in writing and states that it is subject to the terms and provisions of the Master Deed, the Condominium Trust and the Declaration of Restrictions, and the Rules and Regulations in effect from time to time pursuant thereto. No Unit may be leased for a term of less than six (6) months.
- g. Finally, no animals or reptiles of any kind shall be raised, bred or kept in any unit or in the common elements, except that a Unit Owner may have a total of two (2) Permitted Pets (exclusive of fish), not to exceed the weight of thirty-five (35) pounds each at maturity, but subject to the Rules and Regulations adopted by the Trustees, provided that they are not kept, bred, or maintained for any commercial purposes, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon seven (7) days written notice from the Trustees. Permitted Pets shall mean and include domestic house cats and dogs. For clarification, only either a) two dogs; b) one dog and one cat; or c) two cats, are allowed per Unit. In no event shall any pet be permitted in any portion of the common elements, unless carried or on a leash, or in any grass or landscaped area under any circumstances. If a Unit Owner's pet defecates on any portion of the common elements, such Unit Owner or Occupant shall promptly dispose of the same. The following breeds are prohibited regardless of size: Wolf Dog, Staffordshire Terrier, Rottweiler, Doberman, Bull Mastiff, Mastiff, German Shepherd, Alsatian Shepherd, Husky, Samoyed, Chow Chow, Spitz, Giant Schnauzer, Airdale, Chesapeake Bay Retriever, Akita, St. Bernard, Presa Canario, Alaskan Malamute, Great Dane, Pitbull, Staffordshire Terrier or any breed as shall be designated by the Declarant, from time to time, or designated by the Master Insurer, as a dangerous breed.

§5 These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be 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 Article except such as occur during his or her Unit ownership.

§6 Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to its interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also (i) display and erect signs for advertising purposes, (ii) use unsold Units as models for display

for purposes of sale or leasing of Units in the Condominium or in the Nine Acton Road Townhouses Community, and (iii) make additions, alterations and improvements to unsold Units without Trustee consent.

Article XI. AMENDMENTS

This Master Deed may be amended by an instrument in writing (a) signed and acknowledged by all of the Trustees of the Condominium Trust who certify under oath that one or more owners of Units entitled to at least seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities of the Condominium have consented in writing thereto and (b) duly recorded with the Registry of Deeds; PROVIDED HOWEVER, that:

- §1 The date on which any instrument of amendment is first consented to by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- §2 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- §3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- §4 No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company or which enacts any right of first refusal applicable to first mortgages shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgages;
- §5 No portion of any 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, or with the provisions of the Declaration of Restrictions, and any Rules and Regulations pursuant thereto, shall be of any force or effect (but all other portions thereof shall be of full force and effect);
- §6 No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e., not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to its interest in the Condominium; and
- §7 The Declarant reserves for itself and any successors to its interest in the Condominium, until such time as the Declarant has sold all of the Units in the Condominium (meaning and intending after the last Phase of the Condominium is complete), the right, without 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.

Article XII. FEDERAL HOME LOAN MORTGAGE CORPORATION AND FEDERAL NATIONAL MORTGAGE ASSOCIATION COMPLIANCE

To the extent required to qualify the Units of the Condominium for unit mortgages under then
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prevailing regulations of the Federal National Mortgage Association (“FNMA”) and the Federal Home Loan Mortgage Corporation (“FHLMC”), and in all events subject to any greater requirements pursuant to Massachusetts General Laws Chapter 183A, the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

§1 Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium unless all of the first mortgage lenders holding mortgages on the individual units in the Condominium have given their prior approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:

- i. by act or omission seek to abandon or terminate the Condominium;
- ii. change the pro-rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities;
- iii. partition or subdivide any Unit;
- iv. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection; or
- v. use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

§2 Any first mortgage who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit’s unpaid common charges or dues which accrued subsequent to the recordings of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.

§3 No provision of this Master Deed shall be construed to give any Unit Owner or any other party priority over the rights of the first mortgagee of any 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 Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or in the Common Areas and Facilities of the Condominium.

§4 In the event that any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgage lender to:

- a. foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- b. accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a

mortgagor; or

- c. sell or lease a Unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (i) and (ii).

§5 In addition to the provisions of Article 11 above, unless all of the Unit Owners and all of the Eligible Mortgage Holders as defined below, have given their prior approval, no amendment to the Master Deed shall be adopted which would make any material change (i.e., other than amendments by way of clarification or correcting technical error) with respect to any of the following matters:

- a. voting rights;
- b. assessments, assessment liens or subordination of assessment liens;
- c. reserves for maintenance, repair and replace of Common Areas;
- d. responsibility for maintenance and repairs;
- e. reallocation of interest in the general or Limited Common Areas, or rights to their use;
- f. boundaries of any Unit;
- g. convertibility of Units into Common Areas or vice versa;
- h. expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium premises;
- i. insurance or fidelity bonds;
- j. leasing of units;
- k. imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- l. a decision by the Condominium Trust to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- m. restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- n. any action to terminate the condominium after substantial destruction or condemnation occurs; and
- o. any provisions that expressly benefit holders, insurers or guarantors of Unit mortgages.

§6 An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing, identifying the name and address of the mortgage holder and the Unit number or address

of the Unit, that the Condominium Trust notify it of any proposed action that requires the approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

- §7 Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within sixty (60) days of a written request sent by certified or registered mail, with a return receipt requested, by the Trustees for approval of any nonmaterial addition or amendment pursuant to this subsection (f) shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees referencing this Article, when recorded with the Registry of Deeds, shall be conclusive against all persons as to the facts set forth therein.
- §8 Nothing in this Master Deed or in the Condominium Trust shall be construed to impair the right of each Unit Owner to unrestricted ingress and egress to his or her Unit, which right shall be perpetual and shall run with the Unit as an appurtenant right to each Unit;
- §9 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, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium.
- §10 Any lien of the Condominium Trust for common expense assessments or other charges becoming due and payable on or after the date of recording of a first mortgage on any Unit shall be subordinate to said mortgage. A lien for common expense or other assessments shall not be affected by sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage, or deed in lieu of foreclosure to the holder of a first mortgage shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished shall 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 to a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.
- §11 The Declarant intends that the provisions of this Article and all other provisions of this Master Deed comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In any event of any conflict between the percentage requirements of FNMA, FHLMC, other Articles or Sections of the Master Deed and General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control. This Article may be amended only with the prior written approval of all of the first mortgage lenders of the mortgaged Units in the Condominium and all of the Owners of Units in the Condominium.
- §12 An Eligible Mortgage Holder or a guarantor of the mortgage who has requested in writing, identifying the name and address of the Eligible Mortgage Holder or guarantor and the Unit number or address of the Unit, that the Condominium Trust notify it of the following events, shall be entitled to timely written notice of:

- a. any condemnation loss or any casualty loss that affects either a material portion of the project or any unit on which there is a first mortgage held by such Eligible Mortgage Holder, as applicable;
- b. any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the Condominium Constituent Documents, by an owner of a unit subject to a first mortgage held, insured or guaranteed by such first Mortgage Holder or eligible holder or eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
- c. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- d. any proposed action that would require the consent of a specified percentage of eligible mortgage holders.

Article XIII. RESERVED RIGHTS TO AMEND

Declarant reserves to itself and its successors and assigns the right and power, without the consent of any other Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of (a) making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors, and (b) to conform it with the requirements of FNMA or FHLMC, as they apply to the Condominium.

Each Unit Owner, by acceptance of the delivery of a deed to a Unit, shall thereby have consented to the provisions of this Article, including, without limitation, the right of the Declarant and its successors and assigns, to amend the Master Deed pursuant to this Article, Article XI, Article XIV or any other reserved right to amend by Declarant set forth herein, 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 Article, each Unit Owner by acceptance of a deed to a Unit, constitutes and appoints the Declarant and its successors and assigns, attorneys-in-fact for each such Unit Owner, which durable power of attorney is coupled with an interest, shall be irrevocable and shall run with each Unit and the Land and shall be binding upon such Unit Owners, heirs, executors, successors and assigns.

Article XIV. RESERVED PHASING RIGHTS TO AMEND

In the event of a conflict with this Article and any provision in this Master Deed, the provisions of this Article shall control. As stated in Article 1 of this Master Deed, the Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more Buildings and Units and may include other appurtenances. Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom the Declarant specifically assigns its easements and rights set forth in this Article, whether absolutely or by way of security) the following easements and rights:

- §1 The Declarant shall have the right and easement (but not the obligation) 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:

- a. Additional Building(s) and Units;
- b. Additional roads, driveways, porches, decks, garages and garage driveways, and parking areas, walks and paths;
- c. New or additional fences or decorative barriers or enclosures, and other structures of every character;
- d. New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- e. 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.

§2 The Declarant and its authorized agents, designees, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof (excepting a Unit owned by one other than the Declarant), such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

§3 The Declarant and its agents, designees, representatives, employees, contractors and subcontractors shall have the right and easement to enter upon all or any portion of the common areas and facilities of the Condominium with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by this Article and the development of additional common areas and facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Article and in Article 1. This easement shall include, but not be limited to, the right to store at, in or upon the common areas and facilities of the Condominium temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required, in the Declarant's reasonable discretion, for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion 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.

§4 Ownership of all Units, Limited Common Areas and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey said Units without accounting to any party with respect to the proceeds of such sales.

§5 Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add all, or any portion or portions of, Phases to the

Condominium and/or to add new Units to the Condominium as part of future Phases shall expire twenty-one (21) years after the date of the recording of this Master Deed; provided, however, that said reserved rights shall sooner expire upon the recording by the Declarant in the Middlesex North District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.

- §6 (ii) Size of Phases. A phase may consist of any number of Buildings, Units, porches, decks, garages, and other appurtenances; provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and add the same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases in numerical order, but may construct Buildings, Units or Phases and add Buildings, Units and Phases to the Condominium in any order which the Declarant may desire. Without limiting the generality of the foregoing, a Phase may consist of the re-configuration of a Unit into two or more Units.
- §7 The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases.
- §8 The Declarant may exercise its phasing rights hereunder and add future Phase(s), including Buildings and Units and Exclusive Appurtenances therein, to the Condominium by unilaterally executing at any time and from time to time, without the need for the consent or signature of any owner, or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, and recording with the Middlesex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following:
- a. An amended Exhibit describing the Building(s) being added to the Condominium.
 - b. An amended Exhibit describing the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Article (d) of this Master Deed, and 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 such Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A.
 - c. If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Article (d), the definition of the common areas and facilities contained in Article (e) hereof shall be modified, as necessary, with respect to such Unit(s).
 - d. Floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of the Act.
- §9 It is expressly understood and agreed that all Unit owners, and all persons claiming, by through or under Unit owners, including the holders of any mortgages or other encumbrances with respect

to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new phases to the Condominium and all other amendments made pursuant to this Article and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant, or its successors or assigns, and recorded with the Middlesex 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. Each Unit owner understands and agrees that as additional Phases are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage interest of his Unit in the common areas and facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and be based upon the value of his Unit then in proportion to the estimated aggregate fair value of all Units in the Condominium as reasonably determined by the Declarant; and each Unit owner consents to the said change in the percentage interest. These new percentage interests shall then be set forth in the aforesaid amended Exhibit which is to accompany each amendment to this Master Deed which adds a new Phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed. In any event, the new percentage interests shall be set in accordance with the provisions of the Act.

§10 Every Owner by the acceptance of a deed to his Unit thereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Article and expressly agrees to said alteration of his Unit's appurtenant percentage 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 Article.

§11 In the event that, notwithstanding the provisions of this Article to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant or its successors and assigns, is required on any amendment to this Master Deed which adds a new Phase to the Condominium, then the Declarant, its successors and assigns 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 each Unit owner (whether his deed be from the Declarant as grantor or from any other party) hereby constitutes and appoints the Declarant, its successors and/or assigns, as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

§12 All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future Phases will be consistent with the initial improvements in terms of quality of construction.

§13 Notwithstanding anything herein to the contrary, the Declarant shall not be compelled to add any

Phase(s), Units, or any other structure or facility whatsoever to the Condominium.

Article XV. THE UNIT OWNER'S ORGANIZATION.

The organization through which the Unit Owners will manage and regulate the Condominium is Nine Acton Road Townhouses Trust under Declaration of Trust to be recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

Michael Hanning
as Manager of ACTON RD DEVELOPMENT LLC
4 Madison Lane, Merrimack, NH 03054

Article XVI. CHAPTER 183A GOVERNS

The Units and the Common Areas and Facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Article XVII. CONDEMNATION

From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Article XVIII. DEFINITIONS

All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Article XIX. WAIVER

The provision of this Master Deed can be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Article XX. PARTIAL INVALIDITY

The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect

notwithstanding such invalidity.

TITLE REFERENCE: FOR THE DECLARANT'S TITLE, SEE DEED RECORDED WITH SAID REGISTRY OF DEEDS IN BOOK 37342, PAGE 61.

IN WITNESS WHEREOF, the said ACTON RD DEVELOPMENT LLC has caused its seal to be hereto affixed and these presents to be signed, in its name and behalf by Michael Hanning and Robert Pace, each in his capacity as Manager of said limited liability company, on this _____ day of _____ 2024.

ACTON RD DEVELOPMENT LLC

By: _____
Michael Hanning, as Manager

By: _____
Robert Pace, as Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of _____ 2024, before me, the undersigned notary public, personally appeared Michael Hanning and Robert Pace, each as Manager of ACTON RD DEVELOPMENT LLC and each proved to me through satisfactory evidence of identification, which was a driver's license in each case, to be the person whose name is signed on the preceding or attached document, and who each in my presence swore or affirmed to me that the contents of the document are truthful and accurate to the best of his or her knowledge and belief, and who acknowledged to me that he or she signed the attached document voluntarily and for its stated purpose on behalf of ACTON RD DEVELOPMENT LLC.

Notary Public

SCHEDULE A TO MASTER DEED
UNIT DESIGNATIONS

<u>Unit No.:</u>	<u>Approximate Square Feet:</u>	<u>Proportionate Interest as of Phase 1 (subject to reduction upon addition of each subsequent Phase)</u>
17	XXXX S.F.	1/3
19	XXXX S.F.	1/3
21	XXXX S.F.	1/3