



2013 00110864

Bk: 61870 Pg: 226 Doc: MD

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**MASTER DEED OF THE
THE HOMES AT KIMLOCH FARM CONDOMINIUM**

I. Creation of Condominium.

(A) The undersigned, Kimloch Farm, LLC, a Massachusetts limited liability company having a place of business at 390 Goodrich Street, Lunenburg, Massachusetts 01462 (the "Declarant"), being the sole owner of the land with the improvements thereon located at 116 Goldsmith Street, Littleton, Massachusetts, more particularly described on Exhibit "A" which is attached hereto and hereby incorporated herein by this reference, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A, and does hereby state it proposes to create, and does hereby create, a Condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(B) Condominium Phasing.

The Declarant currently plans to develop the Condominium as a phased Condominium, each Phase of which shall contain one or more Units or one or more common facilities or elements or combinations thereof. Section VIII (C) hereof sets forth the Declarant's easements and rights to add additional land, Buildings, Units, Exterior Parking Spaces and Phases, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no 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, shall be necessary so as to add additional Buildings, Units, Garages, Exterior Parking Spaces and Phases to the Condominium. The Buildings now existing and described herein comprising two (2) Units, Units 2 and 3, shall constitute the first Phase of the Association. The Declarant's present intention is to add additional buildings through Phases and Sub-Phases, which, if created, will consist of one (1) or more Building per Phase and one (1) Unit per building. When all

Phases and Sub-Phases are completed there will be a total of eight (8) buildings, containing collectively a total of eight (8) Units, all as shown on the Site Plan. Section VIII (C) also describes the Declarant's additional rights in connection with phasing, and certain limitations on the Declarant's phasing rights.

THE DECLARANT HEREBY ONLY SUBMITS PHASE 1, UNITS 2 (5 Tajlea Road) and 3 (1 Paddock Way), TO THE CONDOMINIUM AT THIS TIME. THE DECLARANT'S PRESENT INTENTION IS TO ADD ADDITIONAL UNITS THROUGH FUTURE PHASES AND SUB-PHASES.

II. Description of Land.

(A) The premises which constitute the Condominium consists of the land described on Exhibit "A", which is attached hereto and incorporated herein by this reference is made a part hereof, (the "Land") together with the Buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending seven (7) years next after the date on which the amendment to this Master Deed adding the last Phase is recorded, 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 for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. 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 any and all purposes, including but not limited to installing cable television lines and other utility lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same. The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases.

(B) The Declarant further reserves the right and easement over the land described above, common with The Homes at Kimloch Farm Condominium Trust and the owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground utility lines, conduits, pipes, tanks, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the

benefit of land which the Declarant now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the land described hereunder.

The Declarant further reserves the right and easement, in common with The Homes at Kimloch Farm Condominium Trust and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Littleton, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the benefit of the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns to (a) further grant easements across the Land upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The Declarant further reserves the right to unilaterally grant to the Town of Littleton and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant, or the Town of Littleton, deems necessary, in its sole discretion, to complete the development contemplated hereunder.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the owners and occupants of the Land hereunder as well as any adjoining land thereto. Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity, including but not limited to, the owner(s) of the abutting land.

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood that only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of the Declarant shall have any personal liability hereunder.

III. Description of Buildings.

There are four (4) Buildings on the Land. The Buildings are described in Exhibit "B", which is

attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "B" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

IV. Description of Units.

(A) Units.

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

The boundaries of each of the Units are as follows:

- (i) Lower Boundary: The lowest surface of the poured concrete floor at the basement/slab level;
- (ii) Upper Boundary: The upper surface of the shingles or other impermeable roof covering;
- (iii) Walls: The exterior plane of the siding, windows, trim, fascia or other components of the Building;
- (iv) Doors (including garage doors) and windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and sash;
- (v) All structural members, beams, supports, exterior walls, siding, roof and structural walls, and other structural components of the Building.

The Declarant's intention is that each Building, and all elements thereof, shall constitute a separate and entire Unit. In addition, all Units are heated and cooled by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Unit, are a part of the Unit which it serves. Each Unit also includes the ownership of any and all utility installations and fixtures (including, but not limited to pipes, conduits, wires, equipment, breakers, pumps, smoke and carbon monoxide detectors, radon mitigation systems, if any, exterior lights, and other utility installations or lines) wherever located which exclusively serve the Unit. The Unit Owner shall be solely responsible for maintaining, repairing or replacing the Unit, any component thereof, and any utility installations which exclusively serve the Unit, regardless of where they are located.

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 Common Areas and Facilities.

Each Unit shall have as appurtenant thereto, the right and easement to use the Common Areas, described in Section V hereof, with the other Unit Owners in the Condominium.

Each Unit Owner shall be responsible for their electricity, gas, and water expenses, which shall be supplied by a public utility servicing the area in which the Condominium Trust is located directly to each Unit Owner through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas, water and other utilities (if any), consumed or used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his Unit.

Each Unit contains a two (2) car garage. The garage is part of the Unit which directly accesses such garage. Each Unit shall have the exclusive right and easement for the use of the driveway leading to garages and such driveways shall be limited common areas for the exclusive use of the Owner of the Unit of which such garage is a part.

Exterior Parking Spaces not located in garages or in garage driveways, if any, (the "Exterior Parking Spaces", individually, an "Exterior Parking Space") shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors until such time as all the units are sold. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners of Units, their tenants and their guests, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium Trust.

The garages, driveways leading to garages and Exterior Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles except that garages may be used for storage. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Driveways shall not be used for storage; but the Owner of the Unit to which a driveway is appurtenant shall have the right to park private noncommercial passenger vehicles therein. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, ATVs, four wheelers, unregistered vehicles, motor homes of any size or type, or inoperable vehicles shall be permitted to be parked in Garages, driveways leading to Garages and Exterior Parking Spaces. Garage doors shall be kept closed except when in use.

(B) Decks, Porches, Patios.

Each Unit shall have the exclusive right and easement for the use of such areas, including such porches, decks and/or patios which exclusively adjoin said Unit, if any. Each Unit shall be solely responsible for the upkeep and maintenance, repair and replacement of any such exclusive use area. Said right shall be subject to the Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such exclusive use areas, along with the appearance, maintenance, painting, decorating and utilization of said areas.

(C) Limited Common Areas.

Subject to the Declarant's rights herein and the provisions of this Master Deed, each Unit shall have appurtenant to it all limited common areas including the land upon which the Unit is located and the air space above the roof of each Unit shall be a Limited Common Element of such Unit. Each Unit Owner shall be responsible for all contractual and tort liability relating to the limited common areas to which it is appurtenant and agrees to indemnify each other Unit Owner, the Trustees, Mortgagees, and the Declarant from and against all liability arising therefrom except to the extent liability arises from the negligence or separate contractual undertakings of the indemnified party.

Except as otherwise explicitly provided herein, each Unit Owner shall be responsible for the operation, maintenance, insurance, repair and replacement of the limited common areas to which it is appurtenant. Each Unit shall have the exclusive right and easement to use the land and landscaping area designated on the Plan as limited common areas for the Unit. Notwithstanding the above, however, the Association shall be responsible for mowing all lawns in the Condominium.

(D) Climate Control.

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with an air temperature within the Unit of not less than 55° Fahrenheit and not more than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55% at all times.
2. Unit Owners shall be responsible to:
 - (i) clean and dust the surfaces within a Unit on a regular basis;
 - (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
 - (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;

- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) when appropriate, engage a professional remediation company to mitigate any damage to the Unit resulting from leaks and spills;
- (vi) replace water heaters, if any, prior to the end of the warranty period;
- (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit

and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to undertake any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4, this Master Deed, the Declaration of Trust and the By-Laws attached as Exhibit A thereto.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or resulting from the Unit Owner's failure to comply with the terms of this provision, the Master Deed, the Declaration of Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions.
7. Unit Owners shall be responsible and liable for any fines for violations of this and any damages suffered by the Condominium or other Owners or occupants of the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this provision.
8. Any expenses or fines charged to a Unit Owner pursuant to this provision shall be collectible as a common expense.
9. Unit Owners shall be responsible for the maintenance and repair of the pad of the HVAC equipment outside their unit.

V. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein.

The Common Areas and Facilities of the Condominium consist of the entire subject premises as described in Section II of this Master Deed, other than the Units described on Exhibit "C" hereto, subject to the Declarant's phasing easements and rights as set forth herein. Without limiting the foregoing language in this Section V, the Common Areas and Facilities of the Condominium include and are subject to:

- (i). The Land described in Section II of this Master Deed, subject to the provisions regarding the Unit Owners limited common area rights and the Declarant's Phasing rights and subject to the provisions regarding Exterior Parking spaces;
- (ii). The use or maintenance of the Common Areas and Facilities in a manner contrary or inconsistent with any applicable statute, rule or regulation of the Department of Environmental Protection Agency ("DEP") or the Littleton Board of Health is hereby

prohibited;

- (iii). Installation 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 Appurtenant Areas thereof, whether located in that Unit or located elsewhere in the Common Areas;
- (iv). All conduits, chutes, ducts, plumbing, wiring, flue and other facilities for the furnishing of utility services (collectively "utility installations") which utility installations do not solely serve a single Unit, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;
- (v). Exterior lighting devices and wires and poles serving the same (provided; however, that each Unit Owner shall be solely responsible for the maintenance, repair and replacement of any exterior lighting appurtenant to or exclusively serving his or her Unit);
- (vi). Exterior Parking Spaces, if any;
- (vii). The mowing of all lawns;
- (viii). Irrigation systems, if any, and all components related to the same;
- (ix). All other items situated on the subject property and listed as Common Areas in Massachusetts General Laws, Chapter 183A, except for the Units described herein, subject to the provisions regarding the Declarant's Phasing rights and limited common areas appurtenant to the Units.
- (x). On-Site Subsurface Sewage Disposal System, as defined by 310 CMR 15.000, which is hereby defined as follows: leaching areas to be constructed on the Common Areas, together with all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of on-site subsurface sewage disposal service and all sewer and drainage pipes, on-site subsurface sewage disposal tanks, and sewer disposal systems, tanks, leaching field and all appurtenances thereto located outside the Units which serve parts of the Condominium other than a specific Unit exclusively; all pipes constituting the sewer collection system and their related appurtenances and easements for sewer lines and other appurtenances relating thereto. The on-site subsurface sewage disposal system shall serve the Condominium, including all land, buildings and units and improvements added to the Condominium from time to time in the future. The Condominium Trust, with the approval of the Board of Health of the Town of Littleton, shall have the right at any time and from time to time to change the location of any portion of the on-site subsurface sewage disposal system, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium, including, but not limited to, the Units and any areas designated for the exclusive use and/or Limited Common Area of the Unit Owners (in order to fulfill its responsibilities with the respect of the operation, use, maintenance, repair and replacement of the on-site subsurface sewage disposal system). Notwithstanding the foregoing, it shall be the sole responsibility of each Unit Owner to maintain, repair and replace all elements of the on-site subsurface sewage disposal system located within the Unit, or located outside the Unit and serving the Unit exclusively. The Condominium Trust shall have the right, but not the obligation, to perform any such maintenance, repairs and

replacements which it deems necessary, if not performed by an Owner.

- (xi). Any rule or regulation adopted by the Condominium Trust which relates to the on-site subsurface sewage disposal system shall require the prior written approval of the Town of Littleton Board of Health;
- (xii). The use or maintenance of the Common Areas and Facilities including the on-site subsurface sewage disposal system in a manner contrary or inconsistent with any applicable statute, rule or regulation of the Department of Environmental Protection Agency ("DEP") or the Town of Littleton Board of Health is hereby prohibited. The Unit Owners shall be prohibited from the installation of garbage disposals and/or grinders within their Unit;
- (xiii). All storm water management infrastructure, facilities, and equipment, including pipes, conduits, controls, ducts, and other materials located on the Land and/or installed pursuant to the Decision;

The Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws, and to all Rules and Regulations. The Declarant has reserved the right and easement to modify the boundaries of Units to be included in the Condominium as part of future Phase(s), 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 Amendment to this Master Deed adding such future Phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

The proportionate interest of each Unit of the Condominium in the Common Areas and Facilities of the Condominium shall be as set forth on Exhibit "C" which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future phases are created as set forth herein elsewhere.

VI. Master Plans.

A set of the floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of floor plans, together with the Site Plan, are herein sometimes called the "Master Plans" and are hereby incorporated herein by this reference and made a part hereof.

VII. Use of Units.

(A) Units are intended only for residential purposes; provided, however, that any Unit may also be used as an office but only: (i) accessory to such residential use; (ii) only if and to the extent such accessory office use is permitted by applicable zoning laws; and (iii) no one shall be

employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(B) Two (2) Units shall be designated as Affordable Housing Units and shall be constructed, marketed and sold in accordance with specifications promulgated by the Town of Littleton. As of this time, it is contemplated that the designated Units are Units 4 and 5. In the event that the Owners shall amend the Master Deed or the Declaration of Trust and By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal, with respect to the Affordable Housing Units, shall be secondary to the right of first refusal of the Town of Littleton and the right of first refusal of the Massachusetts Department of Housing and Community Development. No instrument amending this paragraph shall be of any force and effect until the Zoning Board of Appeals of the Town of Littleton and the Massachusetts Department of Housing and Community Development approve such amendment in writing. Said Affordable Housing Units, in addition to any covenants set forth herein, shall be bound by the terms and conditions of any restrictions set forth in the Deed Rider and the Trust shall be subject to any provisions of the Regulatory Agreement, both of which are attached hereto and incorporated herewith and identified respectfully as Exhibits "D" and "E". To the extent that there is an inconsistency in these Condominium documents, including the Master Deed, Declaration of Trust and the Rules and Regulations and the Regulatory Agreement and Deed Rider, said Regulatory Agreement and Deed Rider will be deemed to override any provisions of the Condominium documents and shall be the enforceable provisions. Declarant, including his successors and/or assigns, reserves the right to modify or amend the Deed Rider and/or Regulatory Agreement with the approval of, or as may be required by, the Town of Littleton and/or the Department of Housing and Community Development.

(C) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may use one or more Units for sales offices, models and other purposes, and may rent, lease or license Units.

(D) The Unit Owners desire to maintain The Homes at Kimloch Farm Condominium as an Owner-occupied residential community. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust and By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust and By-Laws and Rules and Regulations thereto. Under no circumstances shall a unit be leased for a period of less than one year.

(E) No Unit or limited common area shall be used or maintained in a manner inconsistent with the Declaration of Trust and By-Laws and the Rules and Regulations from time to time adopted pursuant thereto.

(F) No Unit Owner shall make any addition, alteration or improvement in or to any Unit, including appurtenant limited common areas ("Appurtenant Areas"), affecting the structural elements, mechanical systems or other Common Areas 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 Trustees' 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 condition, 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 Appurtenant 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.

(G) No Unit Owner shall make any addition, alteration or improvement to any part of the Common Area, including, without limitation, any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping thereof, without written consent of the Board of 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. Notwithstanding the terms in this subsection, nothing herein shall prohibit a Unit Owner from parking private passenger vehicles in any driveway in which the Unit has rights.

(H) No Unit Owner (other than Declarant in conjunction with its reserved powers hereunder) may erect any sign on or in the Unit including, without limitation, any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping thereof which is visible from the outside of the same or from the Common Elements, without in each instance having obtained the prior written permission of the Board of Trustees which permission may be granted or denied in the sole discretion of the Board.

(I) The Units at the Association shall be restricted as set forth in Town of Littleton Board of Appeals Comprehensive Permit Decision dated July, 2011, recorded with the Middlesex South District Registry of Deeds at Book 59734, Page 499 (the "Decision").

(J) In keeping with the operation of the Condominium as a first-class residential facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any laws or regulations, or the Rules and Regulations. No gasoline or other explosive or inflammable material may be kept in any Unit or in any of the Common Areas or Facilities of the Condominium, except in strict accordance with all federal, state or local regulations. For the purpose of this Section, the Trustees' decision as to what constitutes a nuisance shall be

binding on the Unit Owners.

(K) No Unit Owner shall make or permit any disturbing noises in its Unit or do or permit anything which will interfere with the rights, comforts and convenience of others. The volume of any radio, television, musical instrument or other sound producing device shall be sufficiently reduced at all times so as not to disturb other occupants. Despite such reduced volume, no such sound producing devices shall be operated between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation shall disturb or annoy other occupants.

(L) No installation, construction, or repair work involving noise shall be conducted except on weekdays (not including legal holidays) between the hours of 8:00 a.m. and 5:00 p.m., unless necessitated by emergency. All installation, construction and repair work requiring deliveries of materials or equipment and/or disposal of trash or debris shall be scheduled at least forty-eight (48) hours in advance with the Board and/or the Condominium Managing Agent. Each Unit Owner shall be responsible for any damage to the Common Elements or other Units attributable to such Unit Owner's installation, construction or repair work, each Unit Owner must provide the Trustees with evidence of such insurance as the Trustees may require pursuant to the provisions of this Master Deed and the Declaration of Trust and By-Laws. All installation, construction or repair work shall be carried out in accordance with the provisions of this Master Deed, the Declaration of Trust and By-Laws.

(M) In order to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building or property, no smoking shall be allowed anywhere in or on common areas of the Condominium property; provided, however, that Unit Owners shall be allowed to smoke on the exterior decks or porches appurtenant to their respective Unit. The term "smoking," as used herein, shall mean inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette or other tobacco product, marijuana or illegal substances or similar lighted product in any manner or in any form. Except on exterior decks or porches as noted above, no Unit Owner, guest or occupant shall smoke anywhere or on or in the Condominium Common Areas and Facilities, nor shall any Unit Owner permit any guests or visitors to do so.

VIII. Amendment of Master Deed.

(A) This Master Deed may be amended by:(i) vote of the Unit Owners entitled to not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities; (ii) together with the assent of not less than fifty-one percent (51%) of eligible mortgage holders as defined in the By-Laws (except in cases where a higher percentage is required by the By-Laws of the Condominium Trust, in which case such higher percentage specified shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if

such amendment would materially affect the rights of any mortgagee; and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Middlesex South District Registry of Deeds, provided, however that:

- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place;
- (ii) Pursuant to the provisions of General Law, Chapter 183A, Section 5, the percentage of the undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded;
- (iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the Units so altered;
- (iv) No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any Unit in the Condominium; and
- (v) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

(B) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant reserves the right, at any time and from time to time, to unilaterally amend this Master Deed or Trust, for the following purposes:

- (i). to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Littleton, or any of its boards, bodies or agencies;
- (ii). to meet the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the

- secondary mortgage market, or any lender; or
- (iii). to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the ownership of a Unit; or
- (iv). to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission in this Master Deed, Trust, Exhibit thereto, or any supplement or amendment thereto, including without limitation, the correction of measurements appearing on any plan recorded in connection with the Condominium; or
- (v). to assist the Declarant in the sale, development and/or marketing of any Unit.

All Unit Owners, mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to any such amendments by the Declarant, or its successor, the Board of Trustees, if necessary.

(C) The Condominium is planned to be developed as a Phased Condominium, each Phase of which shall include one (1) or more Buildings and Units and may include Decks, Garages, Exterior Parking Spaces and other appurtenances. Notwithstanding anything to this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, 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 or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:

- (i) 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, decks, patios, porches, garages, exterior parking spaces 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 or other lines, equipment and installations of every character for the furnishing of utilities;
 - (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; and

- (f) The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any other land not shown on the Site Plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.
- (g) The Declarant further reserves the right to unilaterally grant to the Town of Littleton and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the Development contemplated hereunder.

(ii) In the event that there are unsold Units, the Declarant shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:

- (a) Lease, rent and license the use of any unsold Unit, or Exterior Parking Space;
- (b) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
- (c) Use any Unit owned by the Declarant as an office for the Declarant's use.

(iii) The Declarant and its 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 the Buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant) and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(iv) The Declarant and its contractors shall have 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, 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 the Section VIII (C) and the development of Common Areas and Facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section VIII (C). This easement shall include the right to store at, in or upon the Common Areas and Facilities 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 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.

- (v) The Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit Owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.
- (vi) Ownership of each Building, together with the Units, decks, Garages, Exterior Parking Spaces, porches 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 the said 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.
- (vii) Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future Phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Buildings, Units, Decks, Garages, Exterior Parking Spaces and other appurtenances shall be unlimited.
- (viii) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section:
 - (a) 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 future Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights 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 pursuant to this Section reach the maximum limit allowed by law; or
- (II) The Declarant shall record with the Middlesex South 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.

(b) Location of Future Improvements. There are no limitations imposed on the location of future Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Section

(c) Size of Phases. There are no minimum or maximum size limitations on the future Phase(s) to be added to the Condominium. A Phase may consist of any number of Buildings (or portions thereof), Units, Decks, Garages and Exterior Parking Spaces 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 Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases or Sub-phases in numerical order, but may construct Buildings, Units, or Phases or Sub-phases and add Buildings, Units and Phases of Sub-phases to the Condominium in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases. A sub-phase shall be a portion of a Phase. For example, the Declarant may decide to construct and add to the Condominium by unilateral amendment to this Master Deed Sub-phase 2A, containing less than the number of units originally contemplated in Phase 2.

(d) Units Which May Be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future Phases, however, the total number of Units in the Condominium shall not exceed the maximum number permitted by applicable law.

(e) Types of Units Which May Be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future Buildings and Garages, and Units which are to be added to the Condominium as part of future Phases. Therefore, except as otherwise set

forth in this Master Deed, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described herein.

- (f) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future Phase(s).
- (g) The Declarant may add future Phase(s) and the Building(s) and Unit(s) therein to the Condominium by unilaterally executing and recording with the Middlesex South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
 - (I) An amended Exhibit "B" describing the Building(s) being added to the Condominium;
 - (II) If the boundaries of the Unit(s) being added to the Condominium vary from those described herein, the definition of the Common Areas and Facilities contained herein shall be modified, as necessary, with respect to such Unit(s);
 - (III) An amended Exhibit "C" describing the designations, locations, approximate areas, number 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 this Master Deed, and setting forth the new percentage ownership interests of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A; and
 - (IV) Floor plan(s) for the new Units being added to the Condominium which floor plan(s) shall comply with the requirements of Chapter 183A;
- (h) 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 Section) 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, which so executed by the Declarant or its successors or assigns and recorded with the Middlesex South District 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 Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership 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 the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit Owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the addition of a new Phase, the fair value of the Unit measured as of the date of the Master Deed amendment 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 the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

- (i) Every Owner by the acceptance of his deed to his Unit hereby 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 Section and expressly agrees to the said alteration of his 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 Section.

- (j) In the event that notwithstanding the provisions of this Section 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 Building, Unit(s) and/or new Phase(s) 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) and each Unit Owner hereby constitutes and appoints the Declarant 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.
- (k) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.
- (l) 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.
- (m) 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 he shall determine to be appropriate or desirable, one (1) or more 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. The Declarant may turn such facilities 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 Section, however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.

- (n) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all Phases, the Declarant and its successors-in-title and their nominees may use one (1) or more of the Units for sales offices, marketing functions and models.
- (o) Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Phase(s), Units, Garages, Exterior Parking Spaces, Sunrooms or any other structures or facilities whatsoever beyond Phase I.
- (p) The Declarant further reserves the right and easement over the Land described above, common with The Homes at Kimloch Farm Condominium Trust and the Owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of Land which the Declarant now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the Land described hereunder.

The Declarant further reserves the right and easement, in common with The Homes at Kimloch Farm Condominium Trust and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Littleton including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns, to (a) further grant easements across the lands upon terms and conditions similar to those contained herein,

to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The Declarant further reserves the right to unilaterally grant to the Town of Littleton and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the development contemplated hereunder.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity including, but not limited to, the owner(s) of the abutting land.

IX. Condominium Unit Owners Association.

The name of the Trust which has been formed and through which the Unit Owners will manage and regulate the condominium hereby established is The Homes at Kimloch Farm Condominium Trust under Declaration of Trust of even date to be recorded herewith. The address of the Trust is c/o Kimloch Farm, LLC, 398 Goodrich Road, Lunenburg, Massachusetts 01462. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the Common Areas and Facilities as established by this Master Deed.

The names and address of the Trustees of said Trust and its term of office are as follows: Kimloch Farm, LLC, 398 Goodrich Road, Lunenburg, Massachusetts 01462

Term: As set forth in the Declaration of Trust of The Homes at Kimloch Farm Condominium Trust.

The Trustee has enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

X. Name of Condominium.

The Condominium hereby established shall be known as "The Homes at Kimloch Farm Condominium."

XI. Encroachments.

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 or encroachments shall occur at any time or from time to time hereafter as the result of: (i) settling of the Buildings; or (ii) condemnation or eminent domain proceedings; or (iii) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended; or (iv) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Buildings stand.

XII. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside Units.

Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in such Unit. Subject to the provisions of the Condominium By-Laws, the Trustees of the Condominium shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the Buildings.

XIII. Wires Located Outside the Units.

Each Unit Owner shall have an easement in common with the Owners of other Units to use all wires (including, but not limited to those appurtenant to cable television, telephones and security systems) installed by the Declarant and located in the other Units, in portions of the Common Areas and Facilities, or in any limited common area, any other common area designated for the exclusive use of the Unit Owner and the yard and landscaping serving his Unit. Each Unit Owner shall be subject to an easement in favor of the Owners of the other Units, and of the Trustees of the Condominium Trust, to use all wires (including, but not limited to, those appurtenant to cable television, telephones and security systems) serving other Units or the Common Areas and Facilities in such Unit.

XIV. All Units Subject to Master Deed, Unit Deed and By-Laws and Rules and Regulations of the Condominium Trust.

All present and future Owners, visitors, servants and occupants of Units shall be subject to and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit "A" hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit "A" hereto, and the Unit Deed, and the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such Owner, visitor, 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereto.

XV. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to the mortgagee protection provisions of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof. Notwithstanding any provisions in these documents, the Declarant for himself, and his successors and assigns reserve the right to transfer any and all right associated with the Declarant hereunder, sell, transfer or otherwise convey any of the rights associated with the same hereunder to a successor Declarant so long as said instrument is executed and duly recorded in the Registry of Deeds.

XVI. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

XVII. 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 which may occur.

XVIII. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

XIX. Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

XX. Continuing Obligations of the Condominium Trust.

Reference is made to Littleton Board of Appeals Comprehensive Permit Decision dated July, 2011 (recorded with the Middlesex South District Registry of Deeds at Book 59734, Page 499) and a Regulatory Agreement dated September 24, 2012 (recorded with said Deeds at Book 60230, Page 1) (collectively, the "Approvals").

The Unit Owners shall be subject to and bound by the terms and conditions of the Approvals and Order of Conditions. Specifically, the following terms and conditions shall apply:

- (a) The Affordable Units shall constitute a percentage (beneficial) interest in the Condominium which shall be equal to that of the market-rate units.
- (b) The Association and purchasers of all units, shall be forever bound by all conditions and restrictions contained in the Decision.
- (c) The Association shall be responsible for the maintenance of: all roadways and parking areas, the storm water management facilities, including detention basins, snow plowing, landscaping of all common areas; including all screening identified on the approved landscape plan (but not landscaping of exclusive use areas), the sewage disposal system, all on site external light fixtures, poles and street lighting.
- (d) Unit owners shall submit to the Condominium Association copies of any applications for building permits which may be submitted to the Town of Littleton departments.
- (e) There shall be no amendments to provisions regarding or relating to the Affordable Units or conditions set forth in the Decision without Board of Appeals approval.
- (f) In the event of any conflict between any provision of condominium documents and the Decision, the terms of the Decision shall control.

- (g) The number of bedrooms in each unit is identified and that the addition of bedrooms to the units or the retrofitting of existing space for use as additional bedrooms is prohibited.
- (h) In the event of condemnation or casualty, proceeds above the resale price of the Affordable Unit(s) as set forth in the Deed Rider shall be given to the Town to be used for affordable housing in the event that the Unit is not rebuilt or is rebuilt and there are excess monies available.

All unit owners acknowledge that the Approvals contain obligations create continuing obligations which shall become the responsibility of the unit owners.

XXI. Conversion of Affordable Unit to Market Rate.

Notwithstanding anything contained hereunder, if any Unit, which is deemed to be affordable, at The Homes at Kimloch Farm Condominium Trust loses such status, such that it returns to a Unit which may be sold at market cost, as evidenced by the issuance of a "Compliance Certificate" by the Municipality and the Department of Housing and Community Development as provided in the Deed Rider attached to and made a part of the Owner's deed for such Unit and/or such other documentation as provided to the Condominium Trust, the percentage interest of said Unit shall revert to a like percentage interest attributed to this Unit as compared to a similar market rate Unit at the Condominium Trust and/or a percentage interest otherwise designated by the Board of Trustees of the Condominium Trust. The remaining percentage interest at the Condominium Trust shall be recalculated in accordance with the same.

It is expressly understood and agreed that the Board of Trustees shall be authorized to file a percentage interest schedule which reflects the occurrence set forth above. It is further expressly understood and agreed that no such Amendment altering the schedule of percentage interest and made pursuant to this Section shall require the consent (except as in this Paragraph already granted) or signature in any manner by any Owner, any person claiming, by, through or under any Owner including the holder of any mortgage or other encumbrance with respect to any dwelling, any mortgagee or any other party whatsoever, and that the only signature which shall be required on any such document is that of the Board of Trustees. Any such document, once so executed by the Board of Trustees and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and in compliance with all prerequisites to the validity of such an 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 Owner understands and agrees that as the percentage interest is recalculated to the Condominium by an Amendment contemplated hereunder, that the percentage ownership interest of his Unit and the Common Areas and Facilities, together with his expenses of the Condominium Trust, shall be reduced, and the value of his Unit will represent a comparable portion of the estimated aggregate fair value of all Units then in the Condominium.

Thereafter, the new percentage interest shall then be set forth in the aforesaid amended document, which will be filed in the Registry.

Every Owner by the acceptance of his deed to his Unit hereby 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 Board of Trustees' reserved rights under this paragraph and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when the percentage interests are adjusted according to this paragraph.

In the event that notwithstanding the provisions of this paragraph to the contrary, it shall every be determined that the signature of any Owner, is required on any Amendment to this Master Deed which reflects this altered percentage interest, then the Board of Trustees 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 Owner and each Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Board of Trustees as his attorney-in-fact. 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 persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever).

XXIV. On-Site Subsurface Sewage Disposal Maintenance.

Reference is made to Exhibit "F" attached hereto entitled "Addendum to Master Deed Concerning On-Site Subsurface Sewage Disposal Maintenance", the terms of which are incorporated herein and made a part hereof.

XXV. Liability and Arbitration

Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that the only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or any member of the Declarant, shall have any personal liability hereunder.

Furthermore, any and all claims, disputes and other matters in question arising out of or relating to the Declarant shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court

having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages. Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when an institution of legal proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or barred by the terms of any limited warranty given to a unit owner or the Association by the Declarant. In the event of arbitration, each party shall select an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator.

[Signatures Appear on the Following Page]

EXECUTED as an instrument under seal this 24 day of May, 2013.



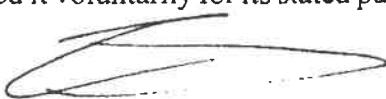
By: William D. Chisholm, Manager
Kimloch Farm, LLC

COMMONWEALTH OF MASSACHUSETTS

midweek, ss:

May 24, 2013

On this 24 day of May, 2013, before me, the undersigned notary public, personally appeared William D. Chisholm, proved to me through satisfactory evidence of identification, which was drivers' license, 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 the Manager of Kimloch Farm, LLC.



Official Signature and Seal of Notary
My Commission Expires: _____

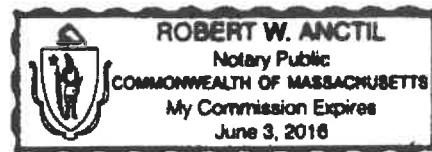


EXHIBIT "A" TO MASTER DEED

THE HOMES AT KIMLOCH FARM CONDOMINIUM TRUST
LITTLETON, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of Homes at Kimloch Farm Condominium, Littleton, Middlesex County, Massachusetts

DESCRIPTION OF LAND

The premises which constitute the Condominium consist of the following described land in Littleton, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

A certain parcel of land known as 116 Goldsmith Street, Littleton, Massachusetts and shown as Lot 1 on a Plan entitled "Plan of Land in Littleton, Massachusetts Prepared for Westchester Corp." P.O. Box 672 Acton MA 01720 Date: Rev. July 28, 2005 prepared by Foresite Engineering Associates, Inc. and recorded with the Middlesex South Registry of Deeds as Plan No. 63 of 2010 Sheet 2 of 2.

The lot is shown on the aforementioned plan as Lot 1 and is said to contain 5 Acres + 43,378 SF ± square feet, and is subject to any easements and restrictions insofar as they are now in effect.

Subject to any and all easements and restrictions of record.

Being the premises conveyed to the Declarant by a deed recorded with the Middlesex South District Registry of Deeds in Book 59734, Page 497.

EXHIBIT "B" TO MASTER DEED

**THE HOMES AT KIMLOCH FARM CONDOMINIUM TRUST
LITTLETON, MASSACHUSETTS**

Incorporated by reference into and made a part of the Master Deed of The Homes at Kimloch Farm Condominium, Littleton, Middlesex County, Massachusetts

DESCRIPTION OF BUILDINGS

PHASE I:

There are currently two (2) Buildings on the Land. The Buildings are two (2) story structures with poured concrete basements. The Buildings are wood framed with vinyl siding. The roofs are asphalt architectural roof shingles. Each Building contains one Unit, Units 2 and 3, of the Condominium.

FUTURE PHASES:

If all of the contemplated future Phases are constructed and added to the Condominium, there will be eight (8) Buildings. The Buildings will be two (2) story structures with basements. The Buildings will be wood framed with vinyl siding. The roofs will be asphalt architectural shingles.

EXHIBIT "C" TO MASTER DEED

THE HOMES AT KIMLOCH FARM CONDOMINIUM TRUST
LITTLETON, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of Homes at Kimloch Farm Condominium, Littleton, Middlesex County, Massachusetts

DESCRIPTION OF UNITS

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C". Each Unit Owner shall be responsible for the operation, maintenance, insurance, repair and replacement of the limited common areas appurtenant to the Unit.

PHASE I.

Unit 2 consists of 3 bedrooms, 2 and 1/2 bathrooms, a kitchen, a family room, an eating area, a foyer, a study, a dining room, a two (2) car garage, attic space, a basement, and a deck.

Unit 3 consists of 3 bedrooms, 2 and 1/2 bathrooms, a kitchen, a family room, an eating area, a foyer, a study, a dining room, a two (2) car garage, attic space, a basement, and a deck.

UNIT DESIGNATION	LOCATION OF UNIT	APPROXIMATE AREA OF UNIT IN SQUARE FEET	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
Unit 2	Phase I – As shown on the Site Plan	4,542	Front and side doors exiting to Phase I common areas / limited common areas.	50.00%
Unit 3	Phase I	4,542	Front and side doors exiting to Phase I common areas / limited common areas.	50.00%

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

EXHIBIT "D" TO MASTER DEED

DEED RIDER

[See Attached]

AFFORDABLE HOUSING RESTRICTION

For Projects in Which Affordability Restrictions Survive Foreclosure

THIS AFFORDABLE HOUSING RESTRICTION (this "Restriction") is:

[] incorporated in and made part of that certain deed (the "Deed") of certain property (the "Property") from

to _____ ("Grantor")

("Owner") dated

, 20____; or

[] being granted in connection with a financing or refinancing secured by a mortgage on the Property dated _____, 20____. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Owner is purchasing the Property, or is obtaining a loan secured by a mortgage on the Property that was originally purchased, at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit"); and/or

(ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and/or

(iii) subsidized by the federal or state government under _____, a program to assist construction of low or moderate income housing the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS,

(singly,

or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value (if this Restriction is attached to the Deed), or as further consideration for the ability to enter into the financing or refinancing transaction, the Owner (and the Grantor if this Restriction is attached to the Deed), including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. **Definitions.** In this Restriction, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Restriction among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of _____ % [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not

received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. **Options to Purchase.** (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter

a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. **Delivery of Deed.** (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local

building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition

and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. **Resale and Transfer Restrictions.** (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Survival of Restrictions Upon Exercise of Remedies by Mortgagees.** (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set

forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the

Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Restriction or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Restriction has been approved by the Director of DHCD.

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality: _____

Grantor: _____
(applicable
only if this
Restriction
is attached
to the Deed)

Owner:

Monitoring Agent[s]

(1)

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. **Further Assurances.** The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. **Enforcement.** (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at

law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Restriction;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Restriction as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Restriction as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

12. **Monitoring Agent Services; Fees.** The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the

Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. **Actions by Municipality.** Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. **Severability.** If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. **Independent Counsel.** THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. **Binding Agreement.** This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

17. **Amendment.** This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200____.

Grantor:

(applicable only if this
Restriction is attached to the Deed)

Owner:

By: _____

By: _____

[Space Below This Line for Acknowledgement] _____

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this ____ day of _____, 200_____, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____; proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this ____ day of _____, 200_____, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____

Notary Public
My commission expires:

EXHIBIT C

Limited Dividend Monitoring Services Agreement

(see attached)

7. Indemnity. The Developer agrees to indemnify and hold harmless the Subsidizing Agency and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Subsidizing Agency or the Municipality by reason of its relationship with the Project under this Agreement and not involving the Subsidizing Agency or the Municipality acting in bad faith and with gross negligence.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.

11. Third-Party Beneficiaries. The Subsidizing Agency, the holder of the mortgage securing the Loan (for so long as the Loan is outstanding) and the Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.

12. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the limited dividend monitoring of the Project, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto.

13. Definitions. Any capitalized term used and not defined herein shall have the same meaning as set forth in the Regulatory Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

KIMLOCH FARM, LLC, as Developer as aforesaid

By:

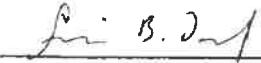


Name: William D. Chisholm

Title: Manager

MASSACHUSETTS HOUSING FINANCE AGENCY, as
Subsidizing Agency aforesaid

By:



Gina B. Dailey, Director of Comprehensive Permit
Programs

MARGINAL REFERENCE REQUESTED

BOOK 61870 PAGE 226



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 Page: 1 of 8 08/09/2013 02:29 PM

THE HOMES AT KIMLOCH FARM CONDOMINIUM
AMENDMENT TO MASTER DEED
TO ADD PHASE II, UNIT 1

This Amendment to the Master Deed of The Homes at Kimloch Farm Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated May 24, 2013, and recorded with the Middlesex South District Registry of Deeds in Book 61870, Page 226.

WITNESSETH THAT:

WHEREAS, Kimloch Farm, LLC, did by said Master Deed, as the Declarant thereof, create **THE HOMES AT KIMLOCH FARM CONDOMINIUM**, a condominium situated in Littleton, Middlesex County, Massachusetts; and

WHEREAS, it is provided in Article I(B) of the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases or Sub-Phases to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex South District Registry of Deeds upon the completion of additional buildings and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 8(f); and

WHEREAS, the construction of such buildings on land hereinafter referred to has now been completed, and the Declarant desires so to include **PHASE II, UNIT 1**.

NOW THEREFORE, Kimloch Farm, LLC, by duly executing and recording this Amendment of the Master Deed, does hereby submit the land and the Building and the Unit contained therein, and the improvements shown as **PHASE II, UNIT 1** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create, and does hereby add **PHASE II, UNIT 1** of **THE HOMES AT KIMLOCH FARM CONDOMINIUM**, and does hereby include said **PHASE II, UNIT 1** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE II, UNIT 1** shall be subject to and shall have the benefit of the provisions of said Master Deed, and the Declaration of Trust

and By-Laws of **THE HOMES AT KIMLOCH FARM CONDOMINIUM**.

I. DESCRIPTION OF LAND:

The premises which constitute **PHASE II, UNIT 1** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, as shown on the site plan recorded with said Deeds in Plan Book 2013, Plan 357.

II. DESCRIPTION OF BUILDINGS IN PHASE II, UNIT 1:

A description of the Building at **PHASE II, UNIT 1** and the materials of which said Building is principally constructed is set forth in Exhibit "A" of this Amendment of the Master Deed. The description of the exterior dimensions of **PHASE II, UNIT 1** are shown on the site plan recorded with said Deeds in Plan Book 2013, Plan 357.

III. DESCRIPTION OF UNIT AND BOUNDARIES IN PHASE II, UNIT 1:

The designation of each Unit in **PHASE II, UNIT 1** of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth in the Master Deed in Sections III and IV, and are shown on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth therein.

IV. COMMON AREAS AND FACILITIES:

The Common Areas and Facilities of the Condominium, including all prior phases comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings, other than the Units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of **THE HOMES AT KIMLOCH FARM CONDOMINIUM**, under Declaration of Trust dated May 24, 2013, and recorded with the Middlesex South District Registry of Deeds in Book 61870, Page 307.

V. FLOOR PLANS OF UNITS:

Simultaneously with the recording hereof, in Plan Book _____, Plan _____, there has been recorded a set of the floor plans of the Building in **PHASE II, UNIT 1** showing the layout, location, Unit number and dimensions of the Unit in **PHASE II, UNIT 1** stating the designation of the Building, and bearing the verified statement of a Registered Architect certifying that said Plans fully and accurately depict the layout, location, Unit number and dimensions of the Unit in **PHASE II, UNIT 1**, as built.

VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:

Upon the recording of this Amendment of the Master Deed, **PHASE II, UNIT 1** of the Condominium, the Units in those Phase(s) of the Condominium created to date shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "C" attached hereto and made a part hereof by reference. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in the Condominium.

VII. PURPOSES OF UNITS: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND PARKING SPACES:

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units and Parking Spaces shall also apply to **PHASE II, UNIT 1**, as well as the previously created phases of the Condominium.

VIII. AMENDMENTS OF MASTER DEED:

The Master Deed may be further amended in accordance with the provisions of Section VIII of said Master Deed.

IX. ORGANIZATION OF UNIT OWNERS:

The Condominium will be managed and regulated by Kimloch Farm, LLC, as set forth in Section IX of said Master Deed.

X. MASTER DEED INCORPORATED BY REFERENCE:

PHASE II, UNIT 1 and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust and By-Laws of **THE HOMES AT KIMLOCH FARM CONDOMINIUM**, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of **THE HOMES AT KIMLOCH FARM CONDOMINIUM** shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as previously created phases of **THE HOMES AT KIMLOCH FARM CONDOMINIUM** and the provisions of said Master Deed, are hereby incorporated by reference into this Amendment and shall apply to **PHASE II, UNIT 1** and the Unit and Common Areas and Facilities included in **PHASE II, UNIT 1**, as well as all previously created phases as if they had been completely set forth herein.

Executed as a sealed instrument this 8 day of August, 2013.

Kimloch Farm, LLC

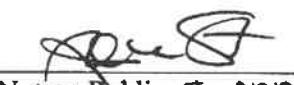

By: William D. Chisholm
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

August 8, 2013

On this 8 day of August, 2013, before me, the undersigned notary public, personally appeared William D. Chisholm, proved to me through satisfactory evidence of identification, which was personally known, 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 Manager of Kimloch Farm, LLC, Declarant of The Homes at Kimloch Farm Condominium.


Notary Public JOANNE L. SMITH
My Commission Expires: 8/10/2018

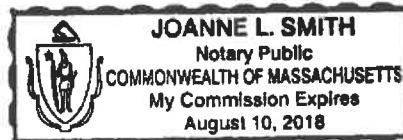


EXHIBIT "A"

Incorporated by reference into and made a part of the Amendment to the Master Deed of The Homes at Kimloch Farm Condominium, Littleton, Middlesex County, Massachusetts

DESCRIPTION OF BUILDINGS:

PHASE II, UNIT 1:

PHASE II: There is currently one (1) Building on the Land. The Building is a two story structure with a poured concrete basement. The Building is wood framed with vinyl siding. The roof is asphalt architectural shingles. The building contains Unit 1, 3 Tajlea Road.

FUTURE PHASES:

If all of the contemplated future Phases are constructed and added to the Condominium, there will be eight (8) Buildings. The Buildings will be two (2) story structures with basements. The Buildings will be wood framed with vinyl siding. The roofs will be asphalt architectural shingles.

EXHIBIT "B"

Incorporated by reference into and made a part of the Master Deed of The Homes at Kimloch Farm Condominium, Littleton, Middlesex County, Massachusetts

DESCRIPTION OF UNITS

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "B".

PHASE II:

Unit 1 consists of 3 bedrooms, 2.5 bathrooms, kitchen, family room, eating area, foyer, study, dining room, 2 car garage, attic space, basement, and deck.

EXHIBIT "B" CONTINUED

UNIT DESIGNATION	LOCATION OF UNIT	APPROXIMATE AREA OF UNIT IN SQUARE FEET	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
2	Phase I	4,542	Front and side doors exiting to Phase I common areas/limited common areas.	33.3%
3	Phase I	4,542	Front and side doors exiting to Phase I common areas/limited common areas.	33.3%
1	Phase II	4,542	Front and side doors exiting to Phase II common areas/limited common areas.	33.4%

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

EXHIBIT "C"

THE HOMES AT KIMLOCH FARM CONDOMINIUM PERCENTAGE INTEREST

UNIT DESIGNATION	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
2 (Phase I)	33.3%
3 (Phase I)	33.3%
1 (Phase II)	33.4%