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Plymouth County Registry of Deeds

MASTER DEED

SUMMER REACH CONDOMINIUM

Summer Reach LLC, a Massachusetts limited liability company (the "Declarant"), with a mailing address of 8 Pleasant Street, Suite A-2, Natick, Massachusetts 01760, being the owner of the land off Summer Street in Plymouth, Plymouth County, Massachusetts, more particularly described in Exhibit "A" (the "Land"), by duly executing and recording this Master Deed, does hereby submit that portion of the Land shown as "Condominium Phase 1" and "Walker Way" on the Site Plan recorded herewith, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (the "Property") to the provisions of Massachusetts General Laws Chapter 183A, as the same may be amended from time to time (the "Act"), and proposes to create, and does hereby create by this Master Deed, with respect to the Property, a condominium, to be governed by and subject to the provisions of the Act. The portion of the Land submitted to such use may be increased by the addition of the parcels of land described in Article III hereof.

The Property is conveyed subject to and with the benefit of all easements, restrictions, agreements, rights, permits, and approvals listed on Exhibit "A-1" attached hereto.

ARTICLE I.

NAME OF THE CONDOMINIUM AND ORGANIZATION OF UNIT OWNERS

Section 1.1: Name of Condominium. The condominium is to be known as SUMMER REACH CONDOMINIUM (the "Condominium").

Section 1.2: Organization of Unit Owners. A trust through which the Unit Owners (as defined below) will manage and regulate the Condominium is being established concurrently herewith pursuant to the Act as the organization of unit owners for the Condominium (the "Unit Owners" and, individually, a "Unit Owner"). The name of the trust is "SUMMER REACH CONDOMINIUM TRUST" (the "Trust"). The Trust contains the By-Laws of the organization of Unit Owners (the "By-Laws") and the current rules and regulations of the Condominium (which, as amended, from time to time, as provided in the Trust are referred to herein as the "Rules and Regulations"). The name of the initial Trustee is: Summer Reach LLC.

ARTICLE II.

DESCRIPTION OF THE CONDOMINIUM AND BUILDINGS

Section 2.1: General Description of Condominium. The Condominium, as currently contemplated and if fully developed, will consist of no more than one hundred twelve (112) Units in multiple buildings and other improvements located on the Land. Units shall consist of: (i) differing styles of Single Family Units, with private yard areas, which are further described in Article IV hereof, and (ii) Multifamily Units which consist of several units within a single

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building, each of which units may include a private yard area. The Condominium contains the common areas and facilities defined in Article V as the "Common Elements". The Condominium also contains some limited common areas also referred to herein as exclusive use areas, all as referred to in Article IV and V. Single Family Units and Multifamily Units are more specifically defined as follows:

§2.1(A). "Single Family Unit": Any Unit within a building containing only that Unit. Unit styles within this category of homes include (but are not limited to) the following: the Chapman.].

§2.1(B). "Multifamily Unit": Any Unit within a building containing more than one Unit. Unit styles within this category of homes include (but are not limited to) the following: the Adams and the Billington.

Section 2.2: Description of Phase 1: It is the intention of the Declarant to develop the Condominium in multiple phases (sometimes referred to herein as a "Phase" or "Phases"). Consistent with that intent and subject to the provisions of Section 7.2 herein, Declarant reserves the right, easement, privilege, license and/or leasehold right to construct up to one hundred twelve (112) Units within the Condominium, and to include within the Condominium additional units beyond the initial Units included therein as of the date of this Master Deed (the "Expansion Rights"). At the time of recording of this Master Deed, Phase 1 shall consist of six (6) Units numbered 3-1,3-2,4-1,4-2.5-1,5-2, all located in Buildings Three, Four and Five, as same are shown on the plan entitled "Phase 1 SUMMER REACH CONDOMINIUM Site Plan in Plymouth, Massachusetts" (the "Phase 1 Plan") dated August 10, 2017, prepared by Flaherty and Stefani, Inc., recorded herewith. Each unit included in the Condominium, whether in Phase 1 or in future phases pursuant to the terms hereof, shall be referred to as a "Unit" for the purposes of this Master Deed. Subsequently constructed Units are sometimes referred to in this Master Deed as "Additional Units." Buildings within Phase 1 of the Condominium shall be referred to as a "Building" or as "Buildings." Subsequently constructed buildings, including those buildings that contain Additional Units, as well as other buildings such as recreation facilities with related amenities (which may include, without limitation, a clubhouse, a swimming pool or victory gardens, hereinafter referred to as "Recreation Facilities"), storage and maintenance facilities, service offices and service buildings, are sometimes referred to in this Master Deed as "Additional Buildings." Any references herein to the Additional Buildings, Additional Units or the Common Elements to be included in the Condominium, shall be construed to relate to such Units, buildings, and Common Elements and Land not included in Phase 1 but thereafter included in the Condominium pursuant to the provisions of Section 7.2 of Article VII hereof.

The initial Phase is Phase 1, which consists of the aforementioned six (6) Units within Buildings 3, 4, 5, as shown on the Phase 1 Plan, and all exclusive easement areas and other exclusive rights appurtenant to the Units in Buildings as described in Articles IV and V below. The Buildings containing Units in Phase 1 each consist of two stories and are of wood-frame construction with asphalt shingle roofs, and vinyl siding. The Units within Phase 1 are of the following styles: Adams and Billington, all as more particularly described in Exhibit "B". Future Phases may include Units of the foregoing styles, construction type and materials or other styles of units with different construction types and/or materials or some combination of the two. If other styles of Units are included in the Condominium, they shall be defined by an amendment

to the Master Deed (an "Amendment to the Master Deed" or "Amendment," as described in Article VII hereof) by which such other styles are included in the Condominium.

ARTICLE III.

DESCRIPTION OF THE PHASES; PLANS

Section 3.1: Additional Phases Anticipated. Future Phases of the Condominium, if included therein, will consist of such parcels comprising part or all of the balance of the Land, together with the buildings and improvements hereafter to be erected on any of such parcels, which may be included (but are not required to be included) in the Condominium as Additional Buildings and Additional Units pursuant to Section 7.2 of Article VII of this Master Deed. Nothing herein shall be construed to require the inclusion of any future Phase in this Condominium. Such additions shall be accomplished by Amendments to the Master Deed executed solely by the Declarant or its successors or assigns including an amended Exhibit A showing the additional land being added to the Condominium.

Section 3.2: Plans. Simultaneously with the recording of this Master Deed, there has been recorded a combined Site Plan - Phase 1 Plan, and a set of Floor Plans for the Buildings in Phase 1, showing the layout, location, Unit designations and dimensions of the Units, stating the designation of the Buildings, and bearing the verified statement of a registered surveyor, engineer or architect certifying that the plans fully and accurately depict the layout, location, Unit designations and dimensions of the Units as built. The Declarant reserves the right, for a period of twenty-four (24) months from the date hereof, to amend the Site Plan in any manner whatsoever, but provided that such amendment(s) does not materially impact the area, composition or exclusive appurtenant rights of any Unit conveyed by the Declarant to a third party prior to the date of the amended Site Plan.

Section 3.3: Reservation of Phasing Rights. In addition to the Buildings in Phase 1, the Declarant reserves from the Common Elements, for itself and its successors and assigns, the right and easement to construct on the Land one or more Additional Buildings and Additional Units in future Phases and add same hereafter to the Condominium pursuant to the provisions hereof. The Common Elements are hereby conveyed subject to the aforesaid right and easement. Recreation Facilities, storage and maintenance facilities, service offices and other service buildings, such as trash collection and recycling facilities, may be constructed on the Land and included in the Condominium as separate Phases or as part of a Phase in which an Additional Building with Additional Units is being included in the Condominium. The size, shape, configuration and location of Additional Buildings and the Additional Units are subject to change, in the sole discretion of the Declarant, prior to the inclusion of the Additional Buildings and Additional Units in the Condominium. Declarant reserves the right to add different floor plans and styles for Additional Buildings and Additional Units with future Phases and to include buildings and Units of other sizes and configurations. Additional Buildings and Additional Units may be added by the Declarant to the Condominium at any one or more times, in any combination and order, in accordance with the provisions hereof. Any Additional Buildings included in the Condominium will be consistent with the improvements in Phase 1 in terms of structure type (i.e., framework and scale) and quality of construction.

Such Additional Buildings and Additional Units shall, if constructed, become part of the Common Elements or Units of the Condominium further described in Article IV and V below. Storage facilities, if constructed, when included in the Condominium, shall be subject to exclusive easements for the benefit of a Unit Owner as designated by the Declarant (and the holder thereof shall always be a Unit Owner).

With respect to Additional Buildings and the Additional Units, this Master Deed will be amended pursuant to said Section 7.2 at the time or times that such Additional Building(s) and Additional Units therein are included in the Condominium, and each such Amendment shall be filed with the Plymouth County Registry of Deeds (the "Registry"), together with a site plan showing the Phases(s) then being added in the Condominium and a set of floor plans of each such Additional Building(s) and Additional Unit(s), showing the layout, location, Unit designations, and dimensions of the Units, and bearing the verified statement of a registered architect, engineer or land surveyor that said plans fully and accurately depict the layout, location, Unit designations (if applicable) and dimensions of the Additional Units and/or the Additional Building(s) as built. The delivery and recording of this Master Deed is made expressly subject to, and Declarant does hereby reserve, the right and easement of the Declarant (a) to construct Additional Buildings and Additional Units and other improvements on the portions of the Land that are not within Phase 1 (including, without limitation, the rights of the Declarant reserved under Article V, Article VI and Article VII), and to undertake all activities on or in respect of the Land related thereto, including, without limitation, applying for all permits therefor, and the use and maintenance of construction equipment and facilities thereon, (b) to make Minor Adjustments as provided in Article V, and (c) in connection with the provision of electrical service to any such Additional Buildings and/or Additional Units, to install electrical transformers and/or associated equipment within any Common Area, or Exclusive Use Easement Area, including those which may be appurtenant to a Unit which may have been sold prior to the installation of any such transformer or associated equipment; the reservation of the foregoing right and easement being in no way intended to limit the rights and easements reserved to the Declarant under any of Article V, Article VI or Article VII of this Master Deed. The rights and easements to which this Master Deed is subject or which the Declarant has reserved under the terms of this Master Deed, including, without limitation, the Expansion Rights (as defined in Section 7.2 of Article VII hereof) may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which makes specific reference to this Master Deed.

ARTICLE IV.

DESCRIPTION OF UNITS AND THEIR BOUNDARIES

Section 4.1: Description of the Units: In respect of Phase 1, the designation of each Unit, a statement of its location, approximate area, number of rooms, the immediate Common Elements to which it has access, and its proportionate interest in the Common Elements as the same is calculated and adjusted (for subsequent phases) in accordance with Article X of this Master Deed, are set forth on Exhibit "B," which is attached hereto and made a part hereof, and are shown on the Floor Plans referred to in Article III hereof. In respect of subsequent Phases, such information shall be set forth in the Amendment to the Master Deed pursuant to which such Phase is included in the Condominium, and such Amendment shall also set forth any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries

described herein. Each Unit Owner's interest in a Unit (and all Appurtenant Interests as defined in Article IX hereof) in Phase I, and in all subsequent phases, shall be held in fee simple.

Section 4.2: Unit Boundaries: The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

§4.2(A). Lower Boundary and Floors: The plane of the upper surface of subflooring of the floor separating one unit located above such subflooring and another unit located below such subflooring or the plane of the upper surface of the subflooring of the lowermost floor of the unit where such floor is located above the Common Elements (notwithstanding the foregoing, the lower level, including Basements or Crawl Spaces shall be deemed to be a part of the Unit area). As used in this Master Deed, the term "Basement" shall mean a lower level having a ceiling height of 7 feet or greater, as measured from the upper plane of the floor of the lower level to the lower plane of the first floor floor joist (exclusive of any protrusions for structural support) and the term "Crawl Space" shall mean a lower level having a ceiling height of less than 7 feet, as measured from the upper plane of the floor of the lower level to the lower plane of the first floor floor joist (exclusive of any protrusions for structural support);

§4.2(B). Upper Boundary: The plane of the lower surface of the framing structure of the ceiling separating one unit located below such ceiling and another unit located above such ceiling or the plane of the lower surface of the framing structure of the ceiling above the uppermost floor of the Unit where such ceiling is located below the Common Elements (notwithstanding the foregoing, attic storage areas are specifically designated as Common Elements);

§4.2(C). Interior Perimeter Walls: In the case of wood frame walls, or non-exposed concrete or other non-exposed masonry walls, the plane of the surface of the wall studs facing such Unit; or, where applicable, the interior surface of exposed concrete or other exposed masonry walls;

§4.2(D). Exterior Walls, Doors and Windows: The interior surface of exposed concrete or other exposed masonry walls; and the plane of the surface facing such Unit of the wall studs in the case of wood-frame walls or non-exposed concrete or other non-exposed masonry walls; as to doors, the exterior surface thereof; and as to windows and skylights, the exterior surface of the glass and/or screen of the window or skylight frames; and

Section 4.3: Unit Appurtenant Rights: There is appurtenant to each Unit the following:

§4.3(A). The percentage of interest of the respective Unit in the Common Elements and the association of Unit Owners as determined under Article X of this Master Deed.

§4.3(B). The right to use, in common with other Unit Owners (subject to the provisions of Article VI hereof) any Recreation Facilities, subject to any Rules and Regulations or restrictions on the use of such Recreation Facilities, including any provided for herein or in the Trust, or as shall be provided for by the Trustees of the Trust from time to time including, without limitation, restrictions on the use of such Recreation Facilities by persons 18 years of age or younger.

§4.3(C). The following additional appurtenances, which in no way limit the other appurtenances to which the Units may be entitled pursuant to other terms of this Master Deed or applicable law, are deemed to be exclusive use areas:

§4.3(C)(1). The exclusive right and easement to use the driveway immediately adjacent to the Unit's garage allowing access to the garage, as designated in the Unit Deed for such Unit or shown on the plans recorded with the Master Deed or with the Amendment to the Master Deed pursuant to which the Unit is being included in the Condominium, provided however, that there shall be no parking of vehicles in said driveway if such parking results in an encroachment onto the Common Elements by a parked vehicle on or along the driveway that would impede foot traffic along the sidewalks or vehicular traffic along the alleys and roads within the Condominium;

§4.3(C)(2). The exclusive right and easement to use that portion of the chimney flue, heating, air conditioning and ventilating equipment together with the pad on which it sits, electric meter, telephone wires, TV cables, and water meter reading device (if any) exclusively serving such Unit if located beyond the boundaries of the Unit; and

§4.3(C)(3). The exclusive right and easement to use the steps, walkways, decks/patios/porches and exterior lighting exclusively serving and/or extending from such Unit and/or referred to in the description of the Unit in Exhibit "B" or in the Amendment to the Master Deed by which such Unit is included in the Condominium.

§4.3(C)(4). The right and easement to use those portions of the Land adjacent to his or her Unit within the area delineated as "Exclusive Use Easement Area" on the applicable Phase Plan filed with this Master Deed or with an Amendment to the Master Deed, if applicable to such Unit, for the purposes set forth in this §4.3(C)(4) and subject to the limitations set forth elsewhere herein. Each Owner of a Unit with an Exclusive Use Easement Area shall have the exclusive right and easement to use such Exclusive Use Easement Area in accordance with and subject to the terms hereof.

§4.3(C)(4)(a). Except as set forth in §6.3(A)(1)(a), within the Exclusive Use Easement Area, routine yard maintenance and upkeep of the landscaping, and repair and replacement of the original, base landscaping installed by the Declarant shall be the responsibility of the Condominium Trust. The repair or replacement of any landscaping and improvements within the Exclusive Use Easement Area, other than such original base landscaping that may have been installed by the Declarant, shall be the responsibility of the Unit Owner who has the benefit of the exclusive easement to use the same. If a Unit Owner shall significantly alter the original landscaping of the Unit Owner's Exclusive Easement

Area, the Condominium Trust shall have the option, in the sole discretion of the Trustees of the Condominium Trust, to assess a supplemental assessment against the Unit Owner for any additional cost incurred by the Condominium Trust in maintaining such altered landscaping if it elects to undertake such maintenance.

§4.3(C)(4)(b). Subject to the limitations set forth in §6.3(B) and §6.3(C) and the Design Guidelines set forth in Exhibit D attached hereto, the Unit Owner may make any Major or Minor Alteration within such Unit's Exclusive Use Easement Area.

§4.3(C)(4)(c). Except as provided in the Rules and Regulations promulgated by the SUMMER REACH Condominium Trust from time to time, within the Exclusive Use Easement Area, the following shall be strictly prohibited: in-ground or above-ground swimming pools, trailers, campers and boats. In addition, the storage of other large items other than those for the personal and residential use of the Unit Owner shall be strictly prohibited. Furthermore, the use of the Exclusive Use Easement Area shall be subject to the rules and regulations of the SUMMER REACH Condominium Trust.

Section 4.4: Mutual Easements:

§4.4(A). There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving such Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and maintain, repair or replace the Common Elements contained thereon or elsewhere in the buildings. With respect to cable TV cables and equipment, the foregoing shall be subject to the exclusions and reservations set forth in Section 4.5, below. Each Unit Owner shall have an unrestricted right of ingress and egress to his or her Unit.

§4.4(B). If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of settling or shifting of a building or otherwise, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, and any adjoining Unit, or any adjoining part of the Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 4.5: Reservation of Rights by Declarant: Telecommunications Easements.

Notwithstanding any other provisions hereof, the Declarant reserves the rights to: grant easements for the installation of any TV cable, and other telecommunications equipment related to any cable TV system or other data or intelligence transmission system serving the Condominium and any future Phase; sell, assign, lease, license, or otherwise transfer the rights to such cables and equipment to any third party provider of such service; and to sell, assign, lease, license or otherwise transfer the rights to such cables or equipment to any person or entity affiliated with the Declarant, provided such person or entity provides service to the Condominium at rates reasonably competitive with other providers in the Plymouth area for comparable service.

Section 4.6: Regulation of Satellite Dishes: Notwithstanding any other provision hereof, any Unit Owner wishing to install a satellite dish, radio or television antenna or similar transmission device shall obtain the Trustees prior written permission for such installation. The Trustees have the right to refuse such installation and to regulate the placement of such devices to the extent allowed by applicable law.

ARTICLE V.
DESCRIPTION OF THE COMMON ELEMENTS

Section 5.1: Common Elements: The common areas and facilities of the Condominium (the "Common Elements") consist of:

§5.1(A). The present fee title in the portion of the Land constituting the Phase 1 Premises; the reversionary interest in the fee title in the balance of the Land which is outside of Phase 1; and all portions of any building(s) then part of the Condominium and not included in any Unit by virtue of Article IV hereof, including, without limitation, the following to the extent such may exist from time to time and, subject also to the exclusive rights of Unit Owners as set forth in Articles IV and VI, and subject to the rights and elements reserved to the Declarant in this Master Deed:

§5.1(A)(1). The foundations, columns, girders, beams, supports, ceiling joists, studding, common walls, main walls, roofs, halls, corridors, lobbies, stairways, gutters, downspouts, mailboxes and other improvements including railings, exterior steps and exterior lighting fixtures exclusive of the portions of such improvements that are included within a Unit as described in Article IV hereof or in Exhibit B or as described in any Amendment of the Master Deed by which a Unit is included in or added to the Master Deed;

§5.1(A)(2). Those portions of floors, ceilings and walls not included in the Units as defined in Article IV hereof;

§5.1(A)(3). The walkways, steps, porches/decks/patios and driveways, subject to the easements for the exclusive use of such areas granted to a Unit to the extent provided in Article IV;

§5.1(A)(4). The attic storage areas, and other exterior storage areas adjacent to and serving Units, all of the aforesaid being subject to the easements for exclusive use of such areas provided for in Article IV hereof;

§5.1(A)(5). Installations of central services, such as power, light, telephone, cable, fire alarm, irrigation, gas and water, and, as to Multifamily Units, the passive radon system (if any) including all equipment attendant thereto (but specifically excluding such equipment servicing a Single Family Unit which shall be deemed a part of such Unit); and

§5.1(A)(6). All conduits, chutes, ducts, plumbing, wiring, chimneys, tanks and other facilities for the furnishing of utility services or waste removal which are contained in portions of the buildings, and all such facilities contained within any Unit which serve parts of the building other than the Unit within which such facilities are contained;

§5.1(B). The Recreation Facilities, if any; provided, however, that the use of any Recreation Facilities shall be subject to the exclusive rights of the Declarant as provided in Article VI below;

§5.1(C). All lawns, gardens, ponds, roads, walks, pathways, and other improved or unimproved areas not within the Units, provided however, that the owners of Units having an Exclusive Easement Area shall have an easement for the exclusive use of such Exclusive Use Easement Area, all as provided in Article IV hereof.

§5.1(D). Such additional Common Elements as may be defined in the Act;

§5.1(E). All other Common Elements and features of the Condominium, however described, excepting only the Units themselves as hereinbefore defined and described. The rights in and to the Common Elements shall, however, always be subject to (i) such exclusive and non-exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may be hereafter established pursuant to the provisions of this Master Deed, the By-Laws of the Trust and the Rules and Regulations from time-to-time established thereunder; (ii) the rights and easements reserved to the Declarant under this Master Deed or otherwise permitted by law; and (iii) rights of the Trustees to grant easements (including but not limited to exclusive use easements) pursuant to the Act.

§5.1(F). Each Unit Owner shall be entitled to an undivided interest in the Common Elements in the percentages as provided in Article X; and

§5.1(G). All easement rights (if any) located outside of the Land as described herein or granted hereafter pursuant to the terms hereof or of the then applicable provisions of the Act.

Section 5.2: Reservation of Rights by Declarant:

§5.2(A). *Assignment of Additional Parking:* Notwithstanding the other provisions of this Master Deed, the Declarant shall have the right, in its sole discretion, to assign to a Unit Owner (in addition to such Unit Owner's parking space assigned pursuant to section 4.3(C)

hereof) an exclusive easement to use any additional parking space(s) or detached garage(s) not previously assigned or granted to another Unit Owner by a Unit Deed. Any parking space not so assigned to a Unit Owner shall be available for occasional use by the Declarant, all occupants of Units and their guests except for those parking areas adjacent to the clubhouse, pool and victory garden. Such use is subject to and shall be in accordance with the provisions of this Master Deed, the By-Laws of the Trust, and the Rules and Regulations promulgated thereunder. In the event that Declarant elects to assign any such exclusive easement to use additional parking, there shall be no parking of vehicles in said parking easement area, nor shall there be any other use of said parking easement area, if such parking or other use results in an encroachment onto the Common Elements by a parked vehicle or other object on or along the parking area that would impede foot traffic along the sidewalks or vehicular traffic along the alleys and roads within the Condominium.

§5.2(B). *Minor Adjustments:* Notwithstanding the foregoing provisions of this Article V, the Declarant reserves from the Common Elements established under this Master Deed or any Amendment to the Master Deed, the portions of the Land adjacent to any building or the portion of any building (other than the portions thereof within a Unit conveyed to a Unit Owner), as may be applicable, within the Minor Adjustment Area further defined herein to do any of the following ("Minor Adjustments"): to add deck(s), porches or patios, to modify a hallway or foundation of a building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic or basement space into a Unit, to modify the dimensions of driveways, and to undertake other similar activities; provided, however, that the foregoing reservation may not be exercised so as to result in there being more than one hundred twelve (112) units in the Condominium. The Minor Adjustment Area in Phase 1 is delineated on the Phase 1 Floor Plans and the Minor Adjustment Area so reserved in respect of future Phases shall be delineated on the Floor Plans filed with the Amendment to the Master Deed including the Units constituting the applicable future Phase.

If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, in the case of Phase 1, within three (3) years after the recording of the Master Deed, and in the case of future Phases, within three (3) years after the recording of the Amendment to the Master Deed pursuant to which such future Phase is included within the Condominium. No such Minor Adjustment shall take effect until an Amendment to the Master Deed is recorded with a revised Phase Plan depicting the Minor Adjustments made and the changes in the dimensions of any Unit resulting therefrom; such Amendment to the Master Deed shall reflect the new unit style, the Base for the purpose of determining the new percentage interest (as is further set forth in Article X hereof) and any adjustment in the Unit Owners percentage in the Common Elements determined in the manner provided in Article X. After the expiration of the aforesaid 3 years, if no such Minor Adjustments have been made, then the areas so designated shall automatically become a portion of the Common Elements.

If and to the extent the areas so reserved for Minor Adjustments are determined to be common areas and facilities within the meaning of the Act, the same shall be treated as exclusive use areas and facilities under this Master Deed and the Trust, and the Unit Owners shall be deemed to have been granted exclusive possession thereof by the Amendment of the Master Deed depicting such Minor Adjustment and as having been granted an exclusive easement therefor.

§5.2(C). *Access to Units, Exclusive Use Areas and Common Areas:* The Trustees and/or the Declarant shall have, and are hereby granted, the easement and right of access to or through each Unit and any area or facility, the exclusive or non-exclusive use of which is provided to the Unit, for purposes of: (i) operation, inspection, protection, maintenance, repair and replacement of Common Elements or of other Units or any exclusive areas or facilities provided to such other Units; (ii) correction, termination and removal of things which interfere with the Common Elements or are otherwise contrary to or in violation of provisions hereof; and (iii) for such other purposes as the Trustees and/or the Declarant deem reasonably necessary, appropriate, or advisable. The Trustees and/or the Declarant may, for the foregoing purposes, require each Unit Owner to deposit a key to each Unit with the Trustees and/or the Declarant. The Trustees shall give reasonable advanced notice to the Unit Owner that such access shall be necessary, except in the case of emergencies, in which case, no notice shall be required.

Except as otherwise provided herein, the Declarant and/or the Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, parking areas (including the right to modify the size and configuration of the spaces therein and to re-stripe accordingly, provided that such does not materially affect any Unit Owner's use of a parking space assigned to them pursuant to the terms hereof (and provided further that any driveway assigned to a Unit Owner pursuant to the terms of this Master Deed shall not be deemed to be an assigned parking space for the purposes of this paragraph)), ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping in the Common Elements; and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

§ 5.2(D). *Sales Office:* For so long as the Declarant shall own any Unit(s) in the Condominium, the Declarant shall have the right, in its sole discretion, to maintain sales and/or business offices in one or more Unit(s) owned by the Declarant.

ARTICLE VI.

USE OF THE BUILDINGS, UNITS AND COMMON ELEMENTS

Section 6.1: Restrictions on Use/Age Restrictions: The following restrictions (a) shall be for the benefit of all the Unit Owners, and for the Trustees as the persons in charge of the Common Elements; (b) shall be enforceable solely by said Trustees; and (c) shall, insofar as permitted by law, be perpetual, and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof, and no Unit Owner shall be liable for any breach of the provisions of this Article VI except such as occur during the period of his or her ownership of his or her Unit:

§6.1(A). The intent of the Declarant is that this Condominium is to provide a community for those over the age of fifty-five (55). To that end, in conformity with the Town of Plymouth Zoning By-law (the "Zoning By-law"), all persons who intend to occupy a Unit in the Condominium as a permanent resident shall be age fifty-five (55) or over at the time of purchase of said Unit. The intention of said persons to reside in the Unit as a permanent resident and verification of their age shall be evidenced by either a representation set forth in their Purchase and Sale Agreement for the Unit or by an affidavit executed by said persons at or prior to the date of purchase of said Unit. In the event that title to the Unit shall be held by an entity other than a natural person, such as, but not limited to, a trust, corporation or limited liability company,

then said entity shall execute either or both of a Purchase and Sale Agreement and/or an affidavit identifying the individual(s) who will occupy the Unit as permanent residents, that said individual(s) are or shall each be a beneficiary, stockholder, member or principal of such title holding entity, and that each will be age fifty-five (55) or over at the time of purchase of said Unit. No Unit shall have children who have not attained the age of eighteen as residents or guests for in excess of ninety (90) days in any calendar year. This limit of 90 days shall be an aggregate number based on the total number of days that any individual child who has not reached the age of eighteen shall have been a resident or guest of a particular unit. The Trustees may adopt such Rules and Regulations as they, in their discretion, may determine to be in the common interest of and for the common benefit of the Condominium with respect to the provisions of this Section 6.1(A). To the extent that any aspect of this Section 6.1(A) shall be determined not to be in compliance with the provisions of the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 as amended) or of any other similar federal or state legislation, or with the provisions of the Zoning Bylaw, then the terms of this Section 6.1(A) shall be given full force and effect to the maximum extent possible without violating these statutes or rules.

Notwithstanding the forgoing, in the event of any future amendment of the Zoning Bylaw affecting the rules of occupancy of over-55 housing in Plymouth, the Declarant reserves the right and power to record one or more Special Amendments, as defined in Section 7.3 hereinbelow, and pursuant to the provisions of Subsection 7.3(H) hereinbelow.

§6.1(B). Except as set forth herein, any and all Common Elements from time to time included in or serving the Condominium shall be used only for the private recreation and enjoyment of the Unit Owners and/or occupants of the Units and their families and guests, and shall not be used in a manner inconsistent with the terms hereof, the By-Laws of the Trust, and all Rules and Regulations promulgated pursuant thereto.

§6.1(C). The Units and the Common Elements of the Condominium shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees, no such Unit shall be used for any purpose other than for residential purposes as a dwelling for one (1) family or for no more than two (2) unrelated persons, provided that nothing contained herein shall prohibit any Unit Owner from having temporary guests, and that said Trustees shall have the right to regulate the maximum number of occupants of any Unit. Nothing contained herein shall prohibit a person residing in any Unit from using the same for his or her personal business or professional office use, provided that such Unit Owner shall not be permitted to have any employees working in such Unit, nor shall the Unit Owner be permitted to have customers or clients regularly visiting such Unit. The foregoing shall not prohibit Unit Owners from hiring traditional household employees to work in their Unit, such as housekeepers, cooks, in home care-givers and visiting nurses. The provisions of this paragraph shall not be applicable to the rights of Declarant.

§6.1(D). The Units shall be subject to the further restriction that, unless otherwise approved in writing by the Trustees, no such Unit shall be rented, let, leased, or licensed for use or occupancy by others than the Unit Owners thereof except for periods of six (6) months or more. The Trustees, in their discretion, may waive the restrictions on leasing in respect of any Unit permanently or for such periods of time or for such occupancies otherwise limited under this Article VI as the Trustees may determine. In all instances, Units may only be so rented, let, leased or licensed to persons (all of whom are over the age of 55) who have first been approved

in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, religion, color, national origin, sex, ancestry or marital status, nor otherwise unlawfully or unreasonably withheld, nor delayed by more than ten (10) days. Notwithstanding such rental, letting, leasing or licensing, Unit Owners shall maintain electric and all other utility service (except telephone) in their Units in their own names. Those persons to whom such Units are rented, let, leased or licensed must comply with this Master Deed (including, without limitation, the Age Restrictions set forth in this Article VI), Trust and Rules and Regulations established under the Trust. The provisions of this paragraph shall not be applicable to the rights of Declarant.

§6.1(E). The architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, except as the Trustees may expressly approve in writing pursuant to the terms of this Master Deed, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decalcomania, other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window. This paragraph shall not be applicable to the Declarant.

§6.1(F). No driveway providing access to a garage shall be blocked by an automobile or vehicles or equipment so as to prevent access by other vehicles to or from other garages or the Common Areas, and the use of such driveways shall be subject to all of the restrictions set forth in this Master Deed including, without limitation, those restrictions set forth in §4.3(C)(1) and §5.2(A). Each garage shall be maintained at all times so as to permit the parking therein of one (1) of the automobile(s) owned by said Unit Owner (or two such automobiles if the garage is a 2-car garage) with reasonable access thereto if such is necessary to avoid the use of exterior parking areas or driveways for the parking of Unit Owner's vehicles where such Unit Owner has rights to a garage. Unit Owners shall park their respective vehicles in the garages included in his/her Unit at all times. Notwithstanding the foregoing, Unit Owners with fewer vehicles than garages may use excess garages for storage, rental (however, only to other Unit Owners), or other uses consistent with the terms of this Master Deed and the Declaration of Trust. Unit Owners with more vehicles than garages may park the excess vehicle(s) in the driveway of such Unit Owner or in the general unassigned parking areas of the condominium except for those parking areas adjacent to the clubhouse, pool and victory gardens, subject to the limitations and restrictions set forth herein, provided that such parked vehicle(s) shall not encroach onto the Common Elements in a manner which impedes foot traffic along the sidewalks or vehicular traffic along the alleys and roads within the Condominium. The Trustees shall have the right of access to such Unit at any time to determine whether the garage is in compliance with these conditions and restrictions and if any such Unit Owner or their garage is found not to be in compliance with these provisions, the Trustees shall have the right to remove such Unit Owner's automobile from the parking areas on site or, alternatively, impose a charge for the improper use of the parking areas within the Condominium at such rates as the Trustees are authorized to charge under the Rules and Regulations; and any expenses incurred or charges levied in such connection shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant the Act.

§6.1(G). Intentionally Deleted.

§6.1(H). The Owner of any Unit with a Crawl Space shall not use such space for any purpose other than storage (which storage may include the use of refrigerators, freezers and similar cold storage). The Trustees shall have the right of access to any such Unit at any time to determine whether the Crawl Space is in compliance with these conditions and restrictions and if any such Unit Owner or their Crawl Space is found not to be in compliance with these provisions, the Trustees shall have the right to remove such Unit Owner's belongings from the Crawl Space; and any expenses incurred or charges levied in such connection shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant the Act.

§6.1(I). Further restrictions on the use of the Buildings and Units are as set forth in Exhibit "C" which is attached hereto and made a part hereof.

Section 6.2: Reservation of Rights by Declarant: No use of the Common Elements and the Units other than as is provided for hereunder may be made without the prior written consent of the Trustees of the Trust, provided that the Declarant may, until all of said Units in Phase 1 and any future Phases have been sold by the Declarant:

§6.2(A). Use any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units or related purposes;

§6.2(B). Use any parking spaces (including, without limitation, those contained in the garages), except those belonging to a Unit Owner, for parking of trucks, for storage, or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units or in connection with related purposes;

§6.2(C). Place on the exterior of or in the window of any unsold Units a sign, plaque or communication in connection with the sale or leasing of Units owned by the Declarant and otherwise, place within the Common Elements such signage as the Declarant may consider to be appropriate signs advertising Units for sale or inspection;

§6.2(D). In the event there are unsold Units, the Declarant shall have the right to lease such Units and shall have all of the other rights as owner of these unsold Units, as any Unit Owner. Notwithstanding the foregoing the time limitations for leases set forth in §6.1(D) shall not apply to the Declarant;

§6.2(E). Proceed, together with its contractors and other appropriate personnel, to develop, renovate, repair and/or construct buildings, Units and facilities in connection with or relating to the Buildings, Additional Buildings, Recreation Facilities, or future Common Elements and exercise all rights and easements reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed. Such rights shall include, without limitation, the right to pass and repass over the Land, to use the Land to install and maintain construction trailers and temporary sale facilities and to use the Land for the transportation, storage and handling of materials and equipment and to connect with or add to utility facilities located in, upon or under the Land; and

§6.2(F). Use, and reserve to itself, any Recreation Facilities or other portions of the Common Elements and any parking spaces not assigned to Unit Owners, in connection with the construction, sale, management or leasing of Units or related purposes. The times and the manner in which Declarant uses any Recreation Facilities, parking spaces or other Common Element for such purposes shall be within the discretion of the Declarant.

Section 6.3: Alterations; Maintenance Obligations:

§6.3(A). Unit Owner's Maintenance Obligations:

§6.3(A)(1)(a). The following shall be the sole expense and responsibility of each Unit Owner: the maintenance, repair and replacement of such Unit and its various elements contained therein, including, without limitation, all exterior doors and door frames, door hardware, and all windows and window frames of a Unit (other than painting of the exterior surface of such windows, exterior doors and other surfaces and garage doors, which shall be a common expense). The following shall be a common expense: (i) the maintenance, repair and replacement of decks, patios, porches (other than for cleaning and snow removal), (ii) the maintenance, repair and replacement of all exterior portions of the attached garages (including siding, painting, doors and structural components), and (iii) the repair and replacement of landscaping improvements and improvements within the Exclusive Use Easement Area, as set forth in §4.3(C)(4)(a). The maintenance, repair, replacement and general cleaning of the interior portions of the attached garages shall be the responsibility of the Unit Owner of the Unit containing such garage. The responsibility for the maintenance of the Exclusive Use Easement Area is set forth in §4.3(C)(4) hereof; and

§6.3(A)(1)(b). Without limiting the generality of the preceding subparagraph, each Unit Owner shall be responsible for the maintenance, repair and replacement of (i) the heating, ventilating and air conditioning equipment (ii) the chimney and flue; (iii) appliances; (iv) the electric meter and water meter reading device; (v) light bulbs for exterior lighting; (vi) smoke detectors; and carbon monoxide detectors, (vii) telephone, cable television and similar wires and conduits, and all other devices or equipment for such Unit, which items (i) through (vi) are located in such Unit or which extend from such Unit and serve only such Unit.

§6.3(A)(2). *General Maintenance Provisions for all Units:*

§6.3(A)(2)(a). Except as set forth in this Master Deed, no Unit Owner shall make repairs or perform work to or within any Common Elements without the express written consent of the Trustees (or in such other manner as may be provided in the Trust); all maintenance, repairs or replacements shall be done in accordance with the By-Laws; and the Unit Owner shall be liable to the Condominium for any loss, cost or expense arising from such Unit Owner's misuse of or negligence with respect to the Unit or Common Elements.

§6.3(A)(2)(b). If a Unit Owner shall by misuse, negligence or willful acts cause damage to any Common Element, the Unit Owner shall be liable for the cost thereof as part of and in addition to such Unit Owner's share of the Common Expenses. If any Unit Owner shall fail or neglect so to maintain, repair or replace any facility or item as required herein, or if any Unit Owner shall fail to perform any other work or take any other action required under this Master Deed, the Trust, the By-Laws or the Rules and Regulations issued thereunder, the Trustees shall do so. The Trustees shall then charge such Unit Owner for the costs thereof, and the Unit Owner shall be liable for such costs as part of and in addition to such Owner's share of the Common Expenses. Until such charges are paid by such Unit Owner, the same shall constitute a lien against the Unit pursuant to the provisions of this paragraph and of Section 6 of the Act.

§6.3(A)(2)(c). The maintenance, alteration, repair and replacement obligations herein contained notwithstanding, the Trustees of the Trust may, in the exercise of their discretion, require other established levels of maintenance, repair and upkeep by the various Unit Owners with respect to those facilities and items which Unit Owners are required herein so to maintain, repair and replace. The Trustees also may reasonably regulate and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

§6.3(A)(2)(d). The Trustees of the Trust may, in the exercise of their discretion, assess supplemental assessments against Units Owners whose modifications to their Units, in the opinion of the Trustees, result in an increase in the operating budget or replacement reserves of the Condominium, including, without limitation: (i) upgrades to landscaping within an exclusive use easement area of a unit, (ii) conversion of a lower level from an unfinished Basement to finished living space as set forth in §6.3(C)(1)(f) hereof, and/or (iii) expansion of a Unit pursuant to the Design Guidelines attached hereto as Exhibit D.

§6.3(B). Minor Alterations of Units: The Unit Owner of any Unit may at any time, and from time to time, make any Minor Alterations to his or her Unit with the prior written consent of the Trustees in accordance with the provisions of this §6.3(B), which consent shall not be unreasonably withheld.

§6.3(B)(1) For the purposes of this Master Deed, the following shall constitute a Minor Alteration:

§6.3(B)(1)(a) The change of the use and designation of any room or space within such Unit, subject always to the provisions of Article VI hereof and of the Trust;

§6.3(B)(1)(b) The modification, removal or installation of interior non-bearing, non-structural walls lying wholly within such Unit;

§6.3(B)(1)(c) Any modification to any Unit's Exclusive Use Easement Area which is not visible from any land constituting a Common Element, which, in the reasonable estimation of the Trustees is likely to be traversed from time to

time by other unit owners, or from an adjacent Unit. For the purposes of the maintenance and alteration provisions of this Master Deed, any reference to "an adjacent Unit" shall mean any Unit who shares a common wall with a unit or whose windows (other than transom windows) would provide an unimpeded view of the area to be altered if there were no landscaping or fencing present; and

§6.3(B)(1)(d) Any replacement of exterior lighting, doors and windows with those of comparable styles to the lighting, doors or windows being so replaced.

§6.3(B)(2) The following procedures and requirements shall apply to all Minor Alterations performed by a Unit Owner other than the Declarant:

§6.3(B)(2)(a) All Minor Alterations must be completed by and at the sole and separate expense and responsibility of the Unit Owner making such Alterations.

§6.3(B)(2)(b) All Minor Alterations must be completed in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the Building or any of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the Common Elements by others entitled thereto.

§6.3(B)(2)(c) All Minor Alterations must be completed pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof (including without limitation, zoning, building, health, sanitation and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law).

§6.3(B)(2)(d) All Minor Alterations must be completed in accordance with plans and specifications therefor which have been submitted to the Trustees and approved in advance of any work being performed, which approval shall not be unreasonably withheld or delayed. If the Trustees fail to approve or disapprove the plans (stating reasons for such disapproval) within 60 days of the date that plans were submitted to them in accordance with this paragraph, the Trustees shall be deemed to have approved said plans. In no event shall the Trustees' approval of such plans be deemed to indicate that the Trustees have made any representation as to the compliance of such Minor Alterations with any applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereon (including without limitation, zoning, building, health, sanitation and fire protection laws ordinances and regulations).

§6.3(B)(2)(e) The Unit Owner performing such Minor Alterations shall be responsible for any damage to other Units or Common Elements caused by or attributable to the same or any work relating thereto.

§6.3(B)(2)(f) Such Unit Owner shall carry adequate and appropriate insurance relating to all such Minor Alterations (including any such insurance which may reasonably be required by the Trustees).

§6.3(B)(2)(g) In the event of a dispute between Unit Owner and the Trustees relating to the review process set forth in this Section, the Unit Owner and the Trustees shall designate a mutually acceptable expert in the appropriate field, such as an engineer, architect, builder, or contractor, and such expert shall make an appropriate determination. The determination of the expert shall be final. The non-prevailing party shall pay the fee of such expert. If the parties cannot agree on a mutually acceptable expert, they shall each appoint such an expert and the decision of said experts together shall be final. In such case, each party shall pay for his own expert. If such two experts do not agree, then they shall jointly name a third expert whose decision shall be final. The Unit Owner and the Trustees shall each pay the fees of their respectively appointed experts, and the non-prevailing party shall pay the fees due the third expert.

§6.3(C). Major Alterations: Any Unit Owner may make such Major Alterations to his or her Unit as are permitted by this §6.3(C) at any time and from time to time, only with the express prior written consent of the Board of Trustees of the SUMMER REACH Condominium Trust (the "Board"), which consent shall be based upon compliance with the standards and procedures set forth herein.

§6.3(C)(1) For the purposes of this Master Deed, the following shall constitute a Major Alteration:

§6.3(C)(1)(a) Any structural alteration to any Unit;

§6.3(C)(1)(b) Any alteration to the trellis, paving material of a patio, or landscaping of a Unit as provided for in Section IV of Exhibit D to this Master Deed;

§6.3(C)(1)(c) Any modification to any Unit's Exclusive Use Easement Area which is visible from any land constituting a Common Element or from an adjacent Unit;

§6.3(C)(1)(d) Any change to the architectural integrity of a Unit or other major component of the Exterior of a Unit (an "Exterior Modification"). The following are examples of changes which constitute an Exterior Modification: paint color; siding or any other exterior material; window fenestration; the style or design of the exterior doors; the style or design of the exterior lighting fixtures; the construction of or substantial modification to a deck, patio or porch; the addition of lawn ornaments or permanent decorative devices. The following are examples of changes that do not constitute an Exterior Modification: any change, addition, structure or landscaping not visible from any land constituting a Common Element or an adjacent Unit; replacement of exterior lighting, doors and windows with those of comparable styles to the lighting, doors or windows being so replaced; and the addition of small non-permanent decorations on doors and

windows such as holiday wreaths, seasonal greetings and welcome signs, as otherwise permitted under the Trust;

§6.3(C)(1)(e) The expansion of the boundaries of a Unit within its Exclusive Use Easement Area pursuant to the terms hereof (the "Unit Expansion Rights"):

§6.3(C)(1)(e)(i) There is hereby granted to each Unit Owner the exclusive right and easement to use those portions of the Land adjacent to his or her Unit within the areas delineated as "Exclusive Use Easement Area" on the Phase 1 Plan or on the applicable Phase Plan filed with the Amendment to the Master Deed, to do any of the following, subject to all the limitations set forth in this §6.3(C), the Design Guidelines set forth on Exhibit D attached hereto and any other applicable provision of this Master Deed: to add porches, deck(s) or patios; to modify the foundation of the Unit; to add additional rooms to a Unit; to alter the dimensions of the Unit; and to undertake other similar activities (a "Unit Expansion").

§6.3(C)(1)(e)(ii) A Unit Expansion shall constitute a Major Alteration to the Unit and the procedures for approval and limitations set forth herein and the Design Guidelines set forth on Exhibit D attached hereto shall apply.

§6.3(C)(1)(e)(iii) Any Unit Expansion completed in accordance with the provisions of this Master Deed shall be thereafter deemed to be a part of the Unit so modified, however, there shall be no change in the Unit's percentage interest in the Common Elements. If and to the extent the Unit Expansion is determined to be a common area and facility within the meaning of the Act, the same shall be treated as an exclusive use area and facility under this Master Deed and the Trust and the Unit Owner shall be deemed to have been granted exclusive possession thereof and an exclusive easement thereto.

§6.3(C)(1)(f) The conversion of a Basement into finished living space (provided that such finishing shall not alter the Percentage Interest in the Common Areas appertaining to such Unit).

§6.3(C)(2). The following procedures and requirements shall apply to all Major Alterations performed by a Unit Owner other than the Declarant:

§6.3(C)(2)(a) All plans and specifications for the proposed Major Alteration shall be submitted to the Board for approval prior to the commencement of any such work. The plans and specifications so submitted must include the following, unless waived in writing by said sub-committee: (1) grading plans; (2) floor plans; (3) front, side and rear elevations; (4) detailed specifications; and (5) a certification from a registered architect or engineer that the Unit and the building of which it is a part will be structurally sound upon completion of the anticipated modifications, and that the proposed alterations will

comply with all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereon (including without limitation, zoning, building, health, sanitation and fire protection laws ordinances and regulations).

§6.3(C)(2)(b) The Board may accept or reject any such proposed Major Alteration, based upon compliance with the Design Guidelines attached hereto as Exhibit D and if such Alteration is visible from any adjacent Unit, then the Board shall also take into consideration the comments of such adjacent Unit Owners when rendering their decision. In the event that the Sub-Committee rejects such proposed Major Alteration, the Board shall give notice thereof to the Unit Owner, stating the reasons there for including the specific Design Guidelines that were not followed.

§6.3(C)(2)(c) In the event that the Board approves said plans, all work shall be completed within 1 year from the date of such approval as follows: (1) by and at the sole and separate expense and responsibility of the Unit Owner making such modification; (2) in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the building or any of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the Common Elements by others entitled thereto; (3) pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof (including without limitation, zoning, building, health, sanitation and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law); and (4) in accordance with the approved plans and specifications.

§6.3(C)(2)(d). The Unit Owner performing such Major Alteration shall be responsible for any damage to other Units or Common Elements caused by or attributable to the Major Alteration or any work relating thereto. Such Unit Owner shall carry adequate and appropriate insurance relating to all such Major Alterations (including any such insurance which may reasonably be required by the Trustees).

§6.3(C)(2)(e) All expenses of the review process, including but not limited to the attorney's fees and engineering costs for the Board to review the plans and proposal, shall be paid by the Unit Owner.

§6.3(C)(2)(f) The cost of any increase in common expenses directly caused by or attributable to a Major Alteration, as such is determined by the Trustees in their sole discretion (including, without limitation, any increase in insurance premiums for the Condominium master policy or policies of insurance) shall be borne solely by the Unit Owner of the Unit so altered.

§6.3(C)(2)(g) All expenses relating to the filing of an amendment to this Master Deed to reflect the changes to a Unit as a result of a Major Alteration (if necessary or appropriate as determined by the Trustees in their sole discretion), including the attorney's fees of the Trustees, shall be paid by the Unit Owner.

§6.3(C)(2)(h) In the event of a dispute between Unit Owner and the Board relating to the review process set forth in this Section, the Unit Owner and the Board shall designate a mutually acceptable expert in the appropriate field, such as an engineer, architect, builder, or contractor, and such expert shall make an appropriate determination. The determination of the expert shall be final. The non-prevailing party shall pay the fee of such expert. If the parties cannot agree on a mutually acceptable expert, they shall each appoint such an expert and the decision of said experts together shall be final. In such case, each party shall pay for his own expert. If such two experts do not agree, then they shall jointly name a third expert whose decision shall be final. The Unit Owner and the Trustees shall each pay the fees of their respectively appointed experts, and the non-prevailing party shall pay the fees due the third expert.

ARTICLE VII.

AMENDMENT OF MASTER DEED

Section 7.1: General Provisions: This Master Deed may be amended by vote of at least 75% in beneficial interest of all Unit Owners, cast either in person or by proxy at a meeting duly held in accordance with the provisions of the Trust; or in lieu of a meeting, any Amendment may be approved in writing by 75% in beneficial interest of all Unit Owners. Any Amendment is subject to the following:

§7.1(A). Except with regard to an Amendment by the Declarant as provided in Section 7.2 or Section 7.3 below or Article X, the date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

§7.1(B). Any 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 SUMMER REACH Condominium Trust, who certify under oath in such instrument that the Amendment has been approved by the requisite number of Unit Owners, first mortgagees, if so required, and Trustees as may be set forth herein, is duly recorded in the Registry;

§7.1(C). No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

§7.1(D). Except with regard to the Declarant's Expansion Rights as provided in Section 7.2 of this Article or the completion of Minor Adjustments under Article V hereof, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners affected by such alteration and said instrument is recorded as an Amended Master Deed;

§7.1(E). No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record shall be of any force or effect unless the record holder of such mortgage has assented to the same. The alteration of the percentage interest of a Unit Owner in the Common Elements as permitted under this Master Deed shall not be treated as an event which impairs the security of any such mortgage;

§7.1(F). No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act shall be of any force or effect; and

§7.1(G). No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has fully exercised its Expansion Rights, unless the Declarant executes the instrument of amendment.

Section 7.2: Reservation of Rights by Declarant: Notwithstanding the foregoing, each Unit Owner and all those taking title from or through such Unit Owner, including, without limitation, any mortgagees, by accepting delivery of or recording a deed to such Unit, acknowledges and consents to the Declarant's Expansion Rights (as referred to in Article II of this Master Deed) and shall be deemed irrevocably to consent to the following (and in respect of which no separate approval or consent shall be required from any of the Unit Owners):

At such times as construction of any of the Additional Buildings or Additional Units or Common Elements or Minor Adjustments (the "Additional Improvements") has been completed, the Declarant may, without the necessity of further consent from any Unit Owner or mortgagee, amend this Master Deed so as to subject any such Additional Improvements and/or any of the Land to the provisions of the Act. The foregoing Amendment shall contain all of the particulars required by the Act. From and after the recording of such Amendment, the Condominium shall include the Land and/or Additional Improvements added by such Amendment and the Additional Units therein (if any) shall be subject to assessments and entitled to vote as provided in the Trust and the percentage interest of Unit Owners in the Common Elements shall be adjusted as provided in Article X. All taxes and other assessments relating to any such Land and/or Additional Improvements must be paid or otherwise satisfactorily provided for by the Declarant prior to the inclusion of such Land and/or Additional Improvements in the Condominium. All intended improvements or Common Elements in any future Phase must be completed sufficiently for the certification of plans provided for in Section 8 of the Act prior to annexation.

Each Unit Owner in the Condominium shall be treated as having constituted and appointed the Declarant the true and lawful attorney of such Unit Owner to execute, acknowledge, deliver and record any such Amendments of the Master Deed and/or instruments, such power of attorney shall be treated as being granted as coupled with an interest and irrevocable. In no event shall the Master Deed be amended by the Declarant so as to provide for more than one hundred twelve (112) Units.

The Declarant reserves and shall have the rights, without the consent of any Unit Owner, pursuant to and in accordance with the provisions hereof: (a) to demolish existing improvements on the Land located outside of Phase 1 or any other Phase submitted to the provisions of the Act and otherwise develop, renovate and construct the Additional Improvements, including Additional Buildings and Additional Units to be included therein as hereinbefore set forth, and all roads, ways, utilities, the Recreation Facilities and other improvements and amenities pertaining thereto and (b) to grant easements on, across, under, over and/or through the Common Elements and facilities or any portion thereof which the Declarant deems necessary or convenient (i) in connection with the development, renovation, construction or use of the Land, the Additional Units and/or the Additional Building(s), or (ii) in connection with providing access to and egress from any condominium or other residential development constructed by Declarant or any affiliate of Declarant, or any unrelated third party on land adjacent to the Land which lacks adequate egress to a public way, provided that such easements shall connect such adjacent land to then existing roadways within the Condominium.

The foregoing reserved rights to amend the Master Deed and include the Land and/or Additional Improvements in the Condominium shall terminate and be of no further effect at the later of (a) twelve (12) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or Recreation Facilities, the construction of which is commenced within such twelve year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium, or (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC.

Nothing herein shall be deemed to obligate the Declarant to commence or complete any such demolition, renovation or construction of Additional Units, Additional Buildings or Recreation Facilities, or other improvements on the Land.

The Declarant expressly reserves the right and easement and shall have the right to make such use of the portions of the Land otherwise within the Common Elements of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete such development, renovation and construction of any Additional Units, Additional Buildings and/or the Recreation Facilities or other improvements. Neither the Trustees of the Trust nor any Unit Owners shall interfere with the Declarant's activities on the Land, or the rights reserved to the Declarant pursuant to this Article, relating to any such development, renovation, construction and sale of Additional Buildings Additional Units, Common Areas and/or the Recreation Facilities, including, without limitation, the Declarant's operation of a sales office as provided for in Section 5.3(D) hereof.

Section 7.3: Special Amendments: Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record one or more special amendments (a "Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or the Trust:

§7.3(A). To comply with requirements of the Federal National Mortgage Association ("FNMA") or of the Federal Home Loan Mortgage Corporation ("FHLMC"), or any

other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

§7.3(B). To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering the ownership of a Unit;

§7.3(C). To bring this Master Deed or the Trust into compliance with the Act;

§7.3(D). To correct clerical, typographical or other errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto including, without limitation, the correction of measurements appearing on the Site Plan, Phase 1 Plan, or any subsequent plan recorded in connection with an Amendment to the Master Deed;

§7.3(E). To make any other minor modifications, additions or deletions to this Master Deed provided that such shall not materially or adversely impair the rights of Unit Owners or mortgagees hereunder;

§7.3(F). To modify, alter or amend the Design Guidelines set forth in Exhibit D attached hereto; and

§7.3(G). To make any other minor modifications, additions or deletions to this Master Deed as may reasonably be requested by town officials or boards of the Town of Plymouth; and

§7.3(H). To modify the age restrictions set forth in Subsection 6.1(A) above as permitted by any future changes in the Zoning Bylaw.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. By each Unit Owner's acceptance of a Unit Deed, each Unit Owner and those taking title from or through such Unit Owner, including, without limitation, any mortgagees, shall be deemed to have consented to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of the Declarant to act pursuant to rights reserved or granted under §§7.3(A) - 7.3(H) shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant, to the Trustees of the Trust at the time of the first annual meeting of the Unit Owners (a) after seven (7) years from the date of the Trust or (b) 120 days after 75% of the Units in all Phases of the Condominium have been delivered to Unit Owners, whichever is earlier.

Notwithstanding the foregoing, the right of the Declarant to act pursuant to the rights reserved or granted under Section 7.3(F) shall not be so assigned to the Trustees and shall automatically expire upon the first annual meeting of the Unit Owners (a) after seven (7) years from the date of the Trust or (b) 120 days after 75% of the Units in all Phases of the Condominium have been delivered to Unit Owners, whichever is earlier.

ARTICLE VIII.
MORTGAGEE STATUS

Notwithstanding anything in this Master Deed, the Trust or the By-Laws and Rules and Regulations promulgated pursuant thereto subject to any greater requirements set forth in the Act, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (the "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

Section 8.1: In the event that the Unit Owners shall amend this Master Deed, the Trust or the By-Laws and Rules and Regulations promulgated pursuant thereto to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

§8.1(A). Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

§8.1(B). Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

§8.1(C). Sell or lease a Unit acquired by the First Mortgagee;

Section 8.2: Any party who takes title to a Unit as a direct result of a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed, the Trust and By-Laws and its Rules and Regulations promulgated pursuant thereto;

Section 8.3: Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except to the extent required under the Act;

Section 8.4: Except for the reservation of the Declarant of its Expansion Rights and the right to make Minor Adjustments as provided in Article V and for other rights reserved under this Master Deed including but not limited to Unit Expansion Rights as provided in Article VI, the prior written consent of the Unit Owners of the Units (other than the Declarant) to which at least seventy-five (75%) percent of the votes in the Trust are allocated and the approval of the First Mortgagees, which have mortgages on Units which have at least fifty-one (51%) percent of the votes of Unit Owners, shall be required to:

§8.4(A). By any act or omission, seek to abandon or terminate the Condominium;
or

§8.4(B). Change the pro rata interest or obligations of any individual Unit for the purpose of:

§8.4(B)(1). levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

§8.4(B)(2). determining the pro rata share or ownership of each Unit in the Common Elements except if the Declarant adds any future Phases as set forth above; or

§8.4(B)(3). partition or subdivide any Unit; or

§8.4(B)(4). by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that neither the granting of easements for public utilities or for other purposes consistent with this Master Deed and the intended use of the Common Elements nor the exercise of the Declarant's rights to make Minor Adjustments (as defined in Article V hereof) shall be deemed an action for which prior consent of the Unit Owners or the First Mortgagees shall be required pursuant to this clause; or

§8.4(B)(5). use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than repair, replacement or reconstruction thereof; or

§8.4(B)(6). make any amendment of the Master Deed or the Trust of a material adverse nature to mortgagees, or add or amend any material provisions of the Master Deed or the Trust or the Condominium which establish, provide for, govern or regulate any of the following:

§8.4(B)(6)(a). Voting rights;

§8.4(B)(6)(b). Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or subordination of such liens;

§8.4(B)(6)(c). Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);

§8.4(B)(6)(d). Responsibility for maintenance and repair of the several portions of the Condominium;

§8.4(B)(6)(e). Interests in or rights to use of the Common Elements;

§8.4(B)(6)(f). Boundaries of any Unit;

§8.4(B)(6)(g). Convertibility of Units into Common Elements or of Common Elements into Units;

§8.4(B)(6)(h). Expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the Condominium except for the exercise of the Declarant's Expansion Rights;

§8.4(B)(6)(i). Insurance or fidelity bonds;

§8.4(B)(6)(j). Leasing of Units;

§8.4(B)(6)(k). Imposing of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction;

§8.4(B)(6)(l). Restoration or repair of the Condominium after hazard damage or partial condemnation in a manner other than specified in this Master Deed and/or Trust;

§8.4(B)(6)(m). Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

§8.4(B)(6)(n). Any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

Section 8.5. The provisions of §§8.4(B)(6)(a) - (n) above do not apply to amendments or termination of the Condominium as a result of destruction, damage, condemnation or to reallocation of interests in Common Elements pursuant to the incorporation of future Phases the Declarant's Expansion Rights or incorporation of Minor Adjustments under Article V;

Section 8.6. Except as provided in connection with Minor Adjustments and the Declarant's Expansion Rights, nothing contained herein shall permit the percentage of the undivided interest of each Unit Owner in the Common Elements as expressed in this Master Deed to be altered without the consent of all Unit Owners, expressed in an amended Master Deed duly recorded;

Section 8.7. In addition, the prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium Property, and the prior written consent of the First Mortgagees representing at least 51% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium by reason of the substantial destruction or condemnation of the Condominium Property;

Section 8.8. Without limitation of the rights of Declarant under Article VII, if an Amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an Amendment within 60 days after the proposal is submitted in writing to the First Mortgagee, or otherwise as permitted by the Act. An affidavit by the Trust appended to the Amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days, or otherwise making reference to any other appropriate provision of the Act, shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto;

Section 8.9. Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

Section 8.10. In no event shall any provisions of this Master Deed or the Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements;

Section 8.11. Each Unit Owner of a mortgaged unit shall notify the Trust in writing, identifying the name and address of the First Mortgagee and the Unit Number or address, and such First Mortgagee will be entitled to timely notice of:

§8.11(A). Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;

§8.11(B). Any delinquency in the payment of assessments or charges owed by a Unit Owner subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;

§8.11(C). Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

§8.11(D). Any proposed action which would require the consent of a specified percentage of First Mortgagees.

Section 8.12. The Declarant intends that the provisions of this Article comply with the requirements of the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and all questions of compliance with such requirements shall be resolved consistent with that intention.

ARTICLE IX.

SALE/MORTGAGING OF UNITS

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (1) the undivided interest of a Unit Owner in the Common Elements; (2) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (3) the interest of such Unit Owner in any other assets of the Trust; and (4) exclusive rights of Unit Owners as provided in this Master Deed.

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trust all unpaid common charges theretofore assessed by the Trust against such Owner's Unit and until he shall have satisfied all unpaid liens against his Unit.

**ARTICLE X.
DETERMINATION OF PERCENTAGE
INTERESTS IN COMMON ELEMENTS**

Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit B annexed hereto and made a part hereof, for so long as Phase 1 constitutes all of the Units in the Condominium. The undivided percentage interest of each Phase 1 Unit and of each Additional Unit in the common areas and facilities shall be referred to herein as the "Appurtenant Interest" or "Appurtenant Interests".

Section 10.1. From and after the inclusion in this Condominium of Additional Units and/or Additional Building(s) or the completion of Minor Adjustments under Article V, the Appurtenant Interests of the Units in Phase 1 shall be reduced and the Appurtenant Interests relative to Phase 1 Units and Additional Units in the Condominium shall be recalculated from time to time and expressed as a percentage interest consistent with the then number of Units in the Condominium and at all times the Appurtenant Interest of each Unit in the Condominium shall be in accordance with the provisions of Section 5 of the Act. To that end, the Declarant currently intends to construct Unit styles referred to as Adams, Billington and Chapman. Declarant reserves the right to change interior walls, rooms and dimensions within each Unit style and also reserves the right to add additional styles into the Condominium. Unit styles, in the Condominium (whether included in Phase 1 or any subsequent Phase), shall be selected solely by the Declarant who shall have the exclusive right to determine which style(s) and what number of units of each such style shall be included in this Master Deed or in any subsequent Phase of the Condominium.

Section 10.2. In determining the Appurtenant Interests of Additional Units and Phase 1 Units, each such Unit shall have an Appurtenant Interest equal to the proportion that the approximate fair market value of the Unit on the date of this Master Deed bears to the then aggregate fair market value of all Units within the Condominium. Appurtenant interests for each of the Phase 1 Units and Additional Units shall be calculated and recalculated from time to time using the following formula:

$$\frac{\text{Base Value of Unit}}{\text{Sum of all Base Values of all Units}} = \text{Appurtenant Interest of the Unit}$$

The Base Value of each Unit style is as follows:

Adams	435,000
Billington	449,000
Chapman	519,000

The same Base Value will be used for all units of the same style throughout all Phases of the Condominium. The Base Value is determined by the fair market value of a particular style Unit as of the date of the Master Deed and by taking into account square footage, view, location within a Building and other site considerations (the "Base Values"). The pre-established Base Values of the Unit styles set forth herein shall be used as a reference point and a standard upon which the Base Value of additional styles (if any) are determined. This formula for determining Appurtenant Interests assures present and future Unit Owners a fair and equitable Appurtenant Interest in relationship to present and future Units in the Condominium.

Section 10.3: New Unit styles included in Additional Units and Additional Building(s) in the Condominium shall likewise be determined by the Declarant in accordance with the provisions of Section 5 of the Act and shall be set forth in an Amendment to the Master Deed by which such Additional Units and Additional Building(s) are included in the Condominium. The percentage figures so determined shall be rounded to the nearest one-thousandth and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100 percentage total. The percentage figures so determined and so rounded shall be set forth in the Amendment to this Master Deed by which the Additional Units and Additional Building(s) are included in the Condominium.

ARTICLE XI.

UNITS SUBJECT TO MASTER DEED, UNIT DEED, AND TRUST

Section 11.1: All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed conveying such Unit, the Trust, and By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, the items affecting the title to and the use of the Condominium as set forth in Article VI of this Master Deed, Exhibit "B," the Act and the Trust.

Section 11.2: 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, the Unit Deed conveying such Unit, the Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to and use of the Land are accepted and ratified by such Unit Owner or occupant, such Unit Owner's family, guests, employees, licensees or tenants and all of such provisions shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Section 11.3: A violation of the provisions of this Master Deed, such Unit Deed, the Trust and By-Laws or Rules and Regulations promulgated pursuant thereto or of any of the provisions of said Trust shall give rise to a cause of action by the Trust in the manner provided herein, which may be enforced in any manner permitted by law, including, without limitation, by court action for injunctive relief and/or damage.

Section 11.4: Each Unit Owner shall be a member of the Trust and subject to all rights and duties appertaining to owners under this Master Deed, the Trust and By-Laws and Rules and Regulations promulgated pursuant thereto.

Section 11.5: Each Unit Owner shall have an interest in the Trust in proportion to such Unit Owner's percentage interest in the Common Elements, and such Unit Owner's voting rights shall also be proportionate to such percentage interest. Initial assessments shall be proportionate to such percentage. Initial assessments and voting rights shall occur upon the conveyance of the first Unit to be conveyed.

Section 11.6: The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement to comply with the terms of the Restrictions, Rights, Permits, Approvals and Agreements set forth on Exhibit A-1 attached hereto, and with the Permit Obligations set forth in Exhibit B to the Condominium Trust.

ARTICLE XII.

ASSIGNMENT OF RIGHTS OF GRANTOR

Section 12.1: General Assignment Rights: The Declarant, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Trust, at any time and from time to time, to any person, trust or other entity as may be determined by the Declarant. The provisions of this Article shall be for the benefit of the Declarant and Declarant's successors and assigns.

Section 12.2: Cross-Easements:

§12.2(A). The Declarant hereby reserves the right and easement, for itself, its successors and assigns, to use the roadways, walkways, utilities and drainage systems located on, in or under the Land, whether now existing or hereafter added to this Condominium, for all purposes for which such roadways, walkways, utilities and drainage systems are commonly used in the Town of Plymouth. Such rights are subject to, and shall not be exercised in any manner which unreasonably interferes with the rights of the Condominium to eliminate or relocate facilities thereon, to construct buildings thereon and to adopt restrictions, rules and regulations for the use thereof (provided such restrictions, rules and regulations apply equally to the Declarant, the Condominium and others entitled to the use thereof).

§12.2(B). In furtherance of the foregoing, the Declarant, its successors and assigns shall have the right to connect into and use all roads and walkways and to connect into, extend, lay and modify utility lines and services in connection therewith on the Land provided that no such connection, extension, laying or modification shall unreasonably interfere with the use of such land for the purposes then being used by the Condominium. In addition, Declarant shall have the right to use such Land to the extent reasonably necessary in order to facilitate any construction it undertakes on adjacent land. Promptly upon completion of the exercise of any of the rights pursuant to this Paragraph B, Declarant at its expense, shall restore such Land to its condition immediately prior to the exercise of such rights.

ARTICLE XIII.
MISCELLANEOUS

Section 13.1: Captions: The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

Section 13.2: Gender: The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 13.3: Definitions: All terms and expressions used in this Master Deed which are defined in the Act shall have the same meaning here unless the context otherwise requires.

Section 13.4: Waiver: No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.

Section 13.5: Invalidity: The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed and, in such event, all the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.

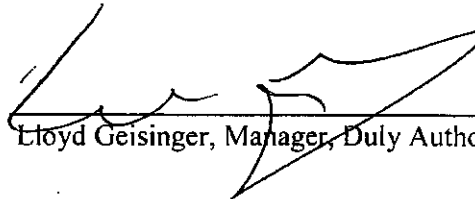
Section 13.6: Conflicts: This Master Deed is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail.

[Signature Page Follows]

WITNESS the execution hereof, under seal, as of the 25 day of August, 2017.

SUMMER REACH LLC

By:


Lloyd Geisinger, Manager, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex COUNTY

On this 25 day of August, 2017, before me, the undersigned notary public, personally appeared the above named **Lloyd Geisinger, as Manager of Summer Reach LLC**, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, in said capacity.


Notary Public:
My Commission Expires

 **PAMELA D. TUFTS-ALEXANDER**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 2, 2023

Exhibit "A"

TO THE MASTER DEED
OF
SUMMER REACH CONDOMINIUM

DESCRIPTION OF LAND

The Land is defined as the premises conveyed to the Declarant by deed of Lighthouse Cove, LLC, dated January 20, 2017, and recorded with Plymouth County Registry of Deeds at Book 48025, Page 194.

Exhibit "A-1"
TO THE MASTER DEED
OF
SUMMER REACH CONDOMINIUM

RESTRICTIONS, RIGHTS, PERMITS, AND APPROVALS

1. Plymouth Zoning Board of Appeals decision no. 3310 dated October 7, 2005.
2. "Statement of Sewer Betterment Assessment Pursuant to M.G.L. ch.83 §27" recorded with the Plymouth County Registry of Deeds on March 30, 2015 at Book 45376, Page 249. See also the letter from Lynne A. Barrett, Director of Finance for the Town of Plymouth dated October 25, 2016.

Exhibit B

TO THE MASTER DEED
OF
SUMMER REACH CONDOMINIUM

UNIT DESCRIPTIONS

A. The following is a description of the Unit styles within Phase 1:

Adams: Two Level Unit containing Foyer, Master Bedroom, Kitchen, Dining Room, Living Room, Laundry Closet, Master Bath, Powder Room, Loft, Bedroom and Bath. Also included is the exclusive right and easement to use the following common areas to which the Unit has immediate access: the deck, screened porch or patio; basement; garage and driveway, each of which exclusively serving and/or extending from such Unit as shown on the floor plans recorded herewith.

Billington: Two Level Unit containing Foyer, Master Bedroom, Kitchen, Dining Room, Living Room, Den, Master Bath, Powder Room, Laundry Closet, Reading Nook, Bedroom and Bath. Also included is the exclusive right and easement to use the following common areas to which the Unit has immediate access: the deck, screened porch or patio; basement; garage and driveway each of which exclusively serving and/or extending from such Unit as shown on the floor plans recorded herewith.

Chapman: Two Level Unit containing Foyer, Master Bedroom, Kitchen, Dining Room, Den, Living Room, Laundry/Mud Room, Master Bath, Powder Room, Loft, Bath, and two upstairs Bedrooms. Also included is the exclusive right and easement to use the following common areas to which the Unit has immediate access: the deck, screened porch or patio; basement; garage and driveway each of which exclusively serving and/or extending from such Unit as shown on the floor plans recorded herewith.

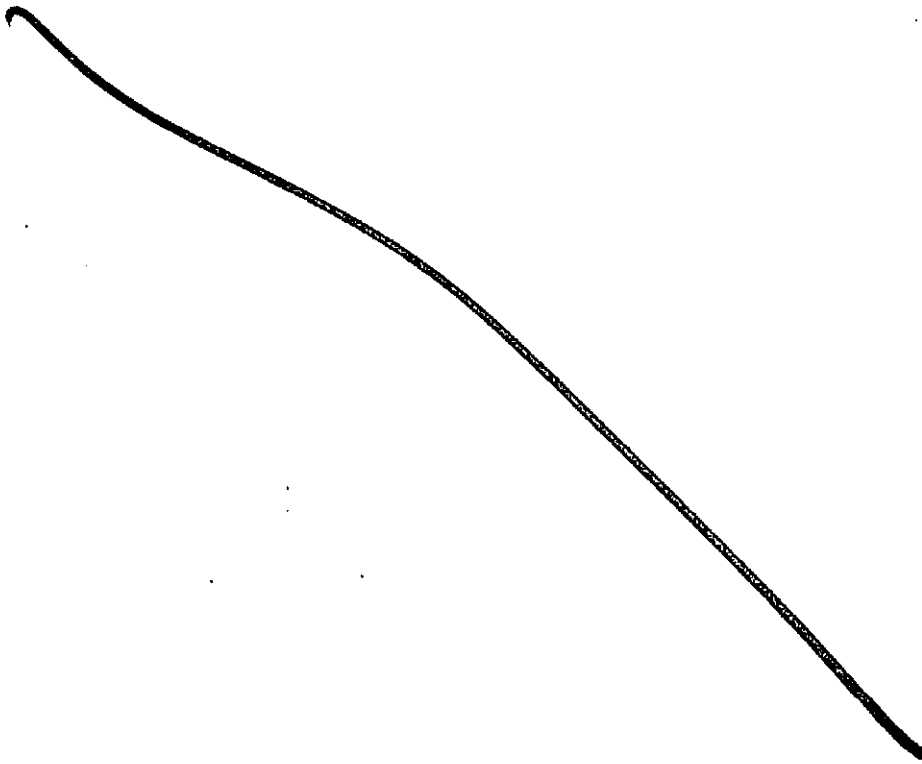
B. Percentage of Interest of Units in the Common Elements for Phase 1:

PHASE	BUILDING	UNIT #	STYLE	(Heated) SQUARE FOOTAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	3	1	Billington	1,755 1,757	16.9306
1	3	2	Adams	1,720	16.4027
1	4	1	Adams	1,720	16.4027
1	4	2	Billington	1,757	16.9306

1	5	1	Adams	1,720		16.4027
1	5	2	Billington	1,755 1,757		16.9306

TOTAL

100.000%



"Exhibit C"

TO THE MASTER DEED
OF
SUMMER REACH CONDOMINIUM

RESTRICTIONS ON THE USE OF THE BUILDINGS AND UNITS

1. Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium, or contents thereof, applicable for housing, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements;
2. Any Unit Owner may keep in the Unit two dogs or two cats, or one of each, subject always, however, to the restrictions and limitations contained in this Paragraph 2. No other animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees. All such pets must be registered with the Trustees.

The keeping of any pet even with such approval shall be subject to rules adopted by the Trustees and subject to the condition that they are not kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise, as determined by the Trustees, shall be permanently removed from the Condominium. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, per local regulations. The Unit Owner shall be responsible for any and all damages caused by the pet. The Unit Owner shall be responsible for clean up and proper disposal of any waste of the pets.

In the event that the Trustees shall reasonably determine that a pet has caused harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner whose pet has caused harm or injury, whereupon the pet shall be removed immediately and permanently from the Condominium.

In the event that the Trustees shall reasonably determine that a pet poses a threat of harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner, whose pet is posing a threat, notifying the Unit Owner that if the pet continues to pose a threat of harm or injury, the pet shall be permanently removed. If, after such written notice, the pet shall continue to pose a threat of harm or injury, as determined by the Trustees in their sole discretion, the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees.

In the event that the Trustees shall reasonably determine that a pet is causing or creating any other nuisance or unreasonable disturbance, the Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance notifying the Unit Owner that if the nuisance or unreasonable disturbance continues the pet shall be permanently removed. If, after such written notice, the pet shall continue to create a nuisance or unreasonable disturbance, as determined by the Trustees on their sole discretion, the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees. ;

3. No offensive activity shall be carried on in any Unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents, visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;
4. Each Unit Owner shall be obligated to maintain and keep in good order and repair his Unit, in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from his Unit, or from the doors and windows thereof, any dirt or other substance. The removal of snow from patios and decks, which shall be the responsibility of individual Unit Owners, shall be permitted;
5. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit;
6. The agents of the Trustees or the managing agent appointed by the Trustees, and any contractor or workman authorized by the Trustees or the said managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency when they can enter at any time without prior notification) for the purpose of inspecting such Unit and for the purpose of performing work;
7. No Unit Owner, or occupant, his family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use;
8. There may be no restriction upon any Unit Owner's right of ingress and egress to his Unit, which right shall be perpetual and appurtenant to the Unit Ownership; and

9. The right of a Unit Owner to sell, transfer or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

These restrictions and those set forth in the Rules and Regulations attached as Exhibit "A" to the Trust shall be for the benefit of the owners of all of the Units, and the Trustees as Trustees for the Common Elements. They shall be enforceable solely by the Trustees, and shall, insofar as permitted by law, be perpetual. No Unit Owner shall be liable for any breach of the provisions of these Restrictions and of the Rules and Regulations except as such breach shall occur during his ownership thereof.

The Trustees, in the enforcement of these restrictions, may resort to all lawful remedies, including the levying of fines upon Unit Owners not to exceed one month's common charge for each violation, and all fines so levied and all other enforcement expenses, including reasonable attorneys' fees, shall be levied upon the Unit Owner found to be in violation, as a common expense, and all such expenses shall become a lien upon the Unit and subject to collection and enforcement as provided in the Act.

Exhibit D
TO THE MASTER DEED
OF
SUMMER REACH CONDOMINIUM
DESIGN GUIDELINES

FOR THE EXPANSION, MODIFICATION AND RENOVATION OF UNITS

I. GENERAL PURPOSE:

It is the general purpose of these guidelines to insure that the Design Concept that serves as the underpinnings for SUMMER REACH is followed when contemplating any new construction or renovation of existing structures and common areas at SUMMER REACH. The design concept at SUMMER REACH seeks to introduce a balance between the needs of the pedestrian and the automobile and to create streetscapes and architecture that encourage neighbors to interact with neighbors within a community that respects the rights of individual property owners while encouraging casual interaction among neighbors.

II. APPLICATION AND APPROVAL PROCEDURE:

All building and site plans shall be submitted to the SUMMER REACH Condominium Board of Trustees (the "Board"). The Board shall Review proposed changes to SUMMER REACH common areas or individual units based on conformity with these standards pursuant to section 6.3 of the Master Deed or as otherwise permitted under the Master Deed.

The Developer retains the rights to adjust these standards at any time prior to conveying control of the Condominium Trust to the homeowners.

A. As to Minor Alterations:

Plans and specifications for each Minor Alteration shall be submitted by the Unit Owner performing such Minor Alteration to the Trustees and approved in advance of any work being performed, pursuant to 6.3(B)(2) for the Master Deed.

B. As to Major Alterations:

Pursuant to 6.3(C)(2) of the Master Deed, the following shall be submitted to the applicable Sub-Committee for approval prior to the commencement of any such work, unless waived by said subcommittee: (1) grading plans, (2) floor plans, (3) front, side and rear elevations, (4) detailed specifications and (5) a certification from a registered architect or engineer that the Unit and the Building of which it is a part will be structurally sound upon completion of the anticipated

modifications, and that the proposed alterations will comply with all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereon (including without limitation, the Massachusetts Endangered Species Act, zoning, building, health, sanitation and fire protection laws ordinances and regulations).

The Sub-Committee may accept or reject any such proposed Major Alteration, based upon compliance with these design standards and if such Alteration is visible from any adjacent unit, then the Sub-Committee shall also take into consideration the comments of such adjacent unit owners when rendering their decision.

III. BUILDING RENOVATION AND EXPANSION AND MODIFICATIONS TO A UNIT EXCLUSIVE USE EASEMENT AREA

A. PRIMARY STRUCTURE

1. General

Any proposed renovation or expansion of an existing structure shall be compatible and, to the extent practical, similar in design detailing to the principle structure and be compatible with the surrounding structures both to either side of the home and homes across the street.

Any proposed renovation or expansion shall be sited in such a way as to minimize the impact to adjacent homes. Light, drainage, and proximity of adjacent structures shall all be considered by the SUMMER REACH Design Review Committee ("SRDRC") in approving or disapproving any proposed changes.

2. Allowable Expansion Area

Homes may be expanded within their Exclusive Use Easement Area subject to the following restriction:

- a. a minimum setback of 15 feet from the adjacent home must be maintained at all times. For the purpose of determining compliance with this setback requirement, covered porches and overhangs shall not be considered, provided there remains at least 12 feet between the structures inclusive of any exterior covered space;
- b. a minimum setback of 20 feet from the face of any garage to a named street must be maintained at all times, and a minimum of 10 feet to the building inclusive of any covered porch;
- c. the footprint of a Unit may be expanded by no more than 15% of the heated space on the first floor of said Unit (as of the date of the original conveyance of such Unit from the Declarant), and in no event may more than 55% of the Exclusive Use Easement Area be covered by any portion of the building including chimney

projections, and covered porches;

3. Exterior Materials

- a. Siding: The following are permitted subject to the other limitations set forth in these Design Guidelines relating to compatibility: cellular PVC, wood shingles, brick and vinyl siding.
- b. Trim: All trim is to be pvc white or vinyl and shall be of a width and thickness consistent with that used commonly throughout SUMMER REACH in similar applications.

4. Windows and Doors:

All windows and exterior doors other than storm windows and doors (to the extent that they have glass in them) to be divided lite. All glass to be clear with no more than a 10% loss in light transmission. Window and doors must be of the same material predominantly used in the house being modified. All window openings shall be no more squat than square and no more vertical than a triple square. No one window shall be wider than 30" actual glass size. Windows facing a neighbors' Exclusive Use Easement Area shall have a minimum sill height of five feet six inches (5' 6") feet above finished floor level and shall be fitted with either fixed interior louver shutters adjusted for air circulation and light, while obstructing view of neighboring yard or curtains that obscure view but permit light transmission. Windows whose line of sight is held within the lot (i.e. by a garden wall) are exempted from this requirement.

5. Skylights:

Skylights other than into a screened porch are not permitted below the ridge line on any portion of the roof that faces a named street. No single skylight may be larger than twelve (12) square feet.

6. Garage Doors:

Garage Doors shall be similar in style to those existing in adjacent homes. All garage doors must open overhead. Any glass included in garage doors shall be divided lite.

7. Chimneys

Exterior chimneys, and interior chimneys above the roof, shall be clad in brick, or vinyl with all trim being pvc.

8. Foundations

Foundations shall not be exposed more than 30 inches on any elevation.

9. Roofs

Main roofs and garage roofs shall be pitched a minimum of 6 inches for every 12 inches and a maximum of 10 inches in 12 inches. Porch roofs shall be pitched a minimum of 3 inches for

every 12 inches. Notwithstanding these thresholds, any modifications or additions to an existing structure shall have roof pitches, design and materials that are compatible with the existing roof for that home. Flat roofs are permitted in limited applications but require posts, rails, balusters and caps around their perimeter.

10. Porches

Open porches suitable for sitting are encouraged on the street side of any home. Screened porches shall be permitted only on the side or rear of a home. Porches shall be consistent in style with existing porches on the home and compatible in architectural style with porches attached to adjacent homes.

11. Interior Modifications to Existing Heated Space

Homeowners are free to make any modifications to the interior of their home they choose provided the changes are structurally sound as evidenced by a set of architectural drawings stamped by a registered architect and provided that all other applicable provisions of the Master Deed have been complied with.

12. Interior Modifications to Existing Unheated Spaces (including Basements)

Any modifications to unheated space, including space in a Basement, attic or garage, shall be considered a Major Modification subject to these Design Guidelines. The use of any portion of a basement as a wood or metal shop shall only be permitted in free standing condominium units.

B. SECONDARY STRUCTURES

Sheds intended to store incidental items are permitted subject to the following.

Only one secondary storage structure shall be permitted per Exclusive Use Easement Area, and may not exceed 80 square feet in size.

No secondary structure shall be closer than 3 feet from any Exclusive Use Easement Line. No portion of any secondary structure shall be located within the Exclusive Use Easement Area forward of a line drawn across the Exclusive Use Easement Area coplanar with the rear most elevation of the primary structure where it contains heated space.

C. GARDEN WALLS AND FENCES

1. Decorative Fences

For the purposes of these Design Guidelines, Decorative Fences are defined as fences intended to visually distinguish and or separate one open space from another but not provide an opaque visual barrier. Decorative fences are permitted within an Exclusive Use Easement Area no closer to the street than the foundation wall of the nearest heated space within the structure. The following Decorative Fences are permitted: White PVC or cedar post and picket fences painted white are permitted where the total height of such fence does not exceed 6'-6" in height with primary posts 6-8" square, secondary posts 4-6" square and pickets spaced no farther apart than

3" on center; wrought iron painted black or blackened aluminum fences with a height no greater than 6'-6" posts a minimum of 3" square placed no farther apart than every six feet and vertical rails spaced no less than 4 inches on center.

2. Privacy Fences

Opaque privacy fences shall be permitted in between units of an attached building, along the rear of a home to screen yards from parking areas and Common Access Drives and along streets to screen patio areas. Privacy fences shall be no higher than 6'-6" and shall be PVC or wood. To the extent that a fence has a single finished side, the finished side shall always face out toward the common areas.

3. Trellises

Trellises visible from any common area or adjacent home shall be PVC. Trellises may attach to an adjacent structure of different ownership. In such case, the trellis shall be no closer than 12 feet to the subject home and not cause the average setback between homes to be less than 15 feet. For trellises with a pitched canopy, the canopy measured at its highest point may be no taller than 12 feet, and must have a minimum pitch of 6 inches in every 12 inches. For trellises with flat canopies, the canopy shall be no taller than 9 feet from finished grade under any portion of the trellis. Trellises may be either of a grid pattern set parallel or on the diagonal to grade. Canopy trellises shall be a minimum of 50% open to the air measured over the surface area of the canopy.

D. LANDSCAPE AND OPEN SPACE

1. Materials

All trees and shrubs shall be selected from the landscape standards as established by the Board of Trustees from time to time. Species similar to those listed in the landscape standards may be substituted with approval by the Board's landscape architect and the Board of Trustees.

2. Hard surfaces

Patios, parking areas and other hard surfaces may be poured concrete, brick, granite, bluestone or slate mortared in place or set in stone dust or sand. Walkways may be of asphalt or any of the materials listed herein. Concrete unit pavers may be used provided they have a look and texture similar to one of the materials described above and must be submitted to the Board landscape architect for review and approval.

E. MISCELLANEOUS

1. Materials

All external building colors including doors and shutters shall be selected from the Board master list.

Exterior hardware shall be solid brass, bronze or brushed chrome, but exterior hardware for sliders and patios doors may also be white if the door is white.

2. General

The Board reserves the right to establish reasonable rules and regulations governing the location and required visual screening of miscellaneous items which may detract from the overall use and enjoyment of SUMMER REACH. Examples of items whose location and character may be regulated are clothes lines, waste bins, and basketball hoops.

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