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SUMMERFIELD at Taft Hill Condominium



**Third Amended and Restated
MASTER DEED
April 15, 2023**

**Property: Summerfield at Taft Hill Condominium Trust
1 Summerfield Drive, Uxbridge MA 01569-3142**

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**THIRD AMENDED AND RESTATED PHASED MASTER DEED
Summerfield at Taft Hill Condominium Trust ("The Trust")**

THIS MASTER DEED IS A THIRD AMENDED AND RESTATED MASTER DEED GIVEN TO AMEND AND RESTATE THE AMENDED AND RESTATED MASTER DEED BY NORTHWIND PARTNERS MA, LLC, HEREAFTER NORTHWIND PARTNERS (THE "DECLARANT") DATED SEPTEMBER 30, 2006 AND RECORDED IN THE WORCESTER SOUTH DISTRICT REGISTRY OF DEEDS IN BOOK 37666, PAGE 175 AS FROM TIME TO TIME AMENDED. THE PURPOSE OF THIS THIRD AMENDED AND RESTATED MASTER DEED IS TO ADD AND CLARIFY PHRASEOLOGY AND EASEMENTS RESERVED IN THE ORIGINAL AND RESTATED MASTER DEEDS.

This THIRD AMENDED AND RESTATED MASTER DEED of Summerfield at Taft Hill Condominium made this April 15, 2023, WITNESSETH THAT:

Northwind Partners MA, LLC, a Massachusetts limited liability company, (the "Declarant, having its principal office at 68 Lakeview Road, Foxborough, Norfolk County, Massachusetts, being the sole owner of the land with the buildings thereon, in Uxbridge, Worcester County, Massachusetts, described in Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A (the "Act") and does hereby state Declarant proposes to create, and does hereby create, a condominium (the "Condominium; with respect to the Subjected Property, to be governed by and subject to the provisions of the Act.

I. Name of Condominium

The name of the condominium shall be "Summerfield at Taft Hill Condominium Trust".

II. Condominium Phasing

The Declarant, or their successors in interest, shall have the right prior to the execution and recording of amendments creating any future phases, to change the size, layout, location, and percentage interests in the common areas and facilities set forth in the Master Deed with respect to the units in said future phases.

Declarant, or his successors in interest, shall have the right to amend this Master Deed to add additional parcels of land to the common areas for additional phases.

The Declarant currently plans to develop the Condominium as a phased condominium, containing five phases and numerous sub-phases, each phase of which shall include one or more Unit(s). The five phases of the condominium are shown on the site plan recorded as Exhibit D "Summerfield at Taft Hill Condominium Site Plan" prepared by Andrews Surveying and Engineering, Inc dated February 6, 2006 and recorded at the Worcester South District Registry of Deeds. The Declarant declared an initial sub-phase, Sub-phase Ia (which is contained in Phase I) containing Common Areas and Facilities, Limited Common Element, and Unit #46, Unit #48, Unit #50, and Unit #52, which Units include a wood frame vinyl sided structure, and poured concrete foundations. The Units shall be contained within one and/or two-story buildings, designated 46/48 and 50/52, as further described in Exhibit B. The locations of said Unit #46, Unit #48, Unit #50, and Unit #52

are shown on the Declaration of Sub-Phase Ia Site Plan recorded February 21, 2006 at the Worcester South District Registry of Deeds as Exhibit B and sheet 2 of Exhibit B contains the Floor Plans for said units as required by Chapter 183A Section 9.

The Declarant's present intention is to create a total of five Phases, which will ultimately consist of sixty-five (65) Buildings, containing a total of one hundred thirty (130) Units and Common Area and Facilities and Limited Common Elements. Subsequent phases and sub phases shall consist of buildings and Units similar in construction to buildings 46/48 and 50/52 and Unit #46, Unit #48, Unit #50, and Unit #52. Full architectural plans for proposed Unit Designs were recorded as Exhibit E in THE WORCESTER SOUTH DISTRICT REGISTRY OF DEEDS ON FEBRUARY 21, 2006 IN BOOK 38424, PAGE 223. Said Premises (as hereinafter defined) are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas and roadways and other amenities on, over and under the Premises. The Declarant also reserves the right to have as an appurtenant to the addition of subsequent phases an easement to pass and repass over all of the said land in the Condominium, including the right to store equipment and supplies, so far as the same are: necessary and convenient for the construction and addition of the said future phases.

The Declarant expressly reserves to itself, its successors and assigns or their nominees, for a period of four years next after the date on which this Second Amended and Restated Master Deed is recorded, or the completion of all 130 Units in the Condominium, whichever is first, the easement, license, right and privilege to pass by vehicle or on foot, upon, under through and over the Common Elements and Facilities and Limited Common Elements of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete work on the Condominium, provided that the exercise of the rights reserved by the Declarant in the paragraph, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the right in the creation of subsequent phases (including the right to create sub-phases within each phase) to change the order of such phases provided that in all instances the percentage of interest attributable to each Unit then existing shall be determined in a manner consistent with Chapter I 83A.

The Declarant also reserves the exclusive right to grant temporary and/or permanent easements upon, over, under and through the Common Elements and Limited Common Elements for access to and from buildings, parking areas, abutting properties, and abutting utilities, and further for installing cable television lines and other facilities, and attendant equipment, to serve the Units, as may be necessary for the installation and operation of said utilities.

Section XXII hereof sets forth the Declarant's easements and rights to add additional land, Units, Phases, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all Unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, shall be necessary so as to add additional land, Units or phases to the Condominium.

Said Section XXII also describes the Declarant's additional rights in connection with phasing (including Phases beyond Phase Ia), and certain limitations on the Declarant's phasing rights.

III. Description of Land

The premises which constitute the Condominium hereby established consists of the **63.04** acres of land situated in Uxbridge, Worcester County, Massachusetts, shown on a plan prepared by Andrews Survey & Engineering, Inc., Land Surveyors, which plan is recorded in Plan Book 817, Plan I, Worcester South District Registry of Deeds and described in detail in Exhibit A recorded in Book 38424, Page 212 and Book 49774, Page 68, Worcester South District Registry of Deeds which is hereby incorporated herein by this reference and made a part hereof (the "Land") together with the buildings and improvements thereon. Said premises are subject to and have the benefit of all their rights, easements, restrictions, appurtenances, agreements, and reservations as are set forth or referenced in Exhibit A1 "Exceptions to Title" recorded in Book 38424, Page 214 and Bk 59055, Page 332, Worcester South District Registry of Deeds which is hereby incorporated herein by this reference and made a part hereof and are further subject to and have the benefit of the rights and easements originally reserved by Northwind Partners the Declarant as described by this Master Deed.

IV. Definitions

All terms and expressions herein used that are defined in Chapter 183A of the Massachusetts General Laws, as amended, shall have the same meaning unless the context otherwise requires. As used in the Master Deed, the following terms shall have the following meanings:

- A. Affordable Housing Unit:** Fifteen residential units have been set aside as "affordable" and shall be identified at the time of Declaration and shall have a sale price and resale price restricted by a recorded Deed Rider. The term "Affordable Unit" shall mean a dwelling unit reserved in perpetuity for rental or ownership by a household earning less than 80% of applicable standard metropolitan area median family income, and priced to conform with the standards of the Massachusetts Department of Housing and Community Development ("DHCD") for rental or ownership units as set forth in 760 CMR 45.03(4), as amended from time to time, in order that such Affordable Units shall be included in the DHCD Subsidized Housing Inventory. The Affordable Units shall have all meanings, covenants, conditions and restrictions as set forth in that certain Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") made this 1st day of February, 2008 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to Chapter 204 of the Acts of 1996, the Town of Uxbridge, MA ("the Municipality"), and Northwind Partners MA, LLC, a Massachusetts Limited Liability Company having an address at 68 Lakeview Road, Foxboro, MA 02035, and its successors and assigns ("Project Sponsor") and recorded in the Worcester South District Registry of Deeds in Book 42448 at Page 71. (31 pages)
- B. Age Qualified or Age Restricted Housing:** This community is intended to provide housing for older persons in accordance with the requirements and exemptions of the Fair Housing Act. Except for the provisions of the HUD requirements for up to a 20% exemption (24 CFR part 100, subpart E, Sections 100.304-307), occupancy of each Unit shall include at least one person who is fifty-five (55) years of age or older.

- C. Common Areas and Facilities:** As defined in Article VIII of this Master Deed.
 - D. Common Expenses:** The expenses of administration, insurance, operation, inspection, maintenance and repair of the Common Elements in accordance with the provisions of this Master Deed and Condominium Trust, as well as betterments and other assessments referred to in Chapter I 83A.
 - E. Condominium:** The Land, Buildings, improvements, structures, easement rights and appurtenances submitted to the provisions of Chapter 183A by the Master Deed.
 - F. Condominium Trust and Organization of Unit Owners:** Summerfield at Taft Hill Condominium Trust is a Massachusetts condominium formed under the provisions of the Act, having its principal address at 1 Summerfield Drive, Uxbridge MA 01569 in Worcester County, Massachusetts, which has executed, delivered and recorded this Third Amended and Restated Master Deed and its successors and assigns.
 - G. Dwelling:** Shall have the same meaning as Unit.
 - H. Limited Common Element and Limited Common Area:** Shall mean those portions of the Common Elements corresponding to areas, defined by metes and bounds, shown as separately numbered parcels of common land declared as part of the Condominium from time to time per Exhibit B as amended, and set aside for exclusive use. Each Unit owner shall have the undivided and exclusive right to use so much of the Limited Common land within the boundaries of the Exclusive Area to construct a residential building and appurtenant structures and to peacefully enjoy occupancy of the land for uses that residential land may be allowed in the Town of Uxbridge, subject to the provisions of the Summerfield at Taft Hill Master Deed, the Condominium Trust, and recorded easements. The Condominium Trust shall retain easements to such exclusive use areas to maintenance lawns.
 - I. Land:** The Land is the parcel described in Exhibit A and any additional land that may be added to the Condominium from time to time by Amendment to the Master Deed.
 - J. Master Deed:** Shall mean the instrument submitting the land referred to in Exhibit A to Chapter 183A as may be amended.
 - K. Rules:** Shall mean any Rules for the operation of the condominium.
 - L. Trust:** Shall mean the organization of unit owners formed to manage and regulate the Condominium and being entitled the "Summerfield at Taft Hill Condominium Trust".
 - M. Trustees:** Shall mean those individuals or business entities entrusted by the Declarant and/or unit owners with the rights, interests and powers to exercise, manage and administer the assets, of the Trust for the benefit of the unit owners,
 - N. Unit:** Shall mean a Dwelling or portion of a Building within the Condominium and as further defined by M.G.L.A. Chapter 183A, Section One and following.
- V. Descriptions of Units and Boundaries**

- A. The designation of each Unit in Sub phase 1a declared under Exhibit B and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit C, and a statement of its location, approximate area, and immediate Common Area and Limited Common Area (if any) to which it has access are set forth on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, and which may be amended from time to time.

The Declarant reserves the easement and right to change the number, size, locations, and configuration of Units at any time and from time to time as set forth in Section XXII hereof.

- B. The designation of each of the proposed 130 Units and the estimated percentage of undivided interest of each unit in the Common Elements within the Property are set forth in Exhibit C as amended. Each of the Unit owners shall have exclusive use of that portion of the Common Element shown as and depicted as Limited Common Element on the Site Plan referenced in Exhibit B, upon which said Unit is situated and to that end the boundaries of each Unit with respect to the floors, ceiling, walls, doors, and windows thereof are as follows:
1. **Concrete foundation system:** The lower boundary of each unit is the plane of the exterior surface of the concrete foundation structure including the floor slab, footings, perimeter drain, sewer piping, and waterproofing and backfill material.
 2. **Siding, concrete, or gypsum walls:** The lateral perimetrical boundaries of such Unit are vertical planes extending upward from the outside edge of the lower boundary to the outside edge of the upper boundary. The outside edge of the lower boundary, which meets the vertical planes of the lateral or perimetrical boundaries are shown on the Declaration of Phase Site Plan as the edges of the Units and include the exterior finished surface of all concrete walls, and exterior finished surfaces of siding. A perimetrical boundary of one unit may coincide with an adjacent unit boundary at the fire separation wall of the two buildings.
 3. **Roofs or upper boundaries:** The upper boundary are the planes of the exterior surface of the roof shingles.
 4. **Walls, Doors and Windows:** As to walls, the plane of the exterior finished surface of the exterior walls and the center of the fire separation wall; as to exterior doors, the door frames and window frames, and doors and windows, and the exterior finished surfaces thereof. The unit Owner shall have responsibility for maintaining these items which include, but are not limited to, walls, insulation, roofing, etc.
- C. Each Unit includes the exclusive ownership and responsibility for the Dwelling, all its components and all improvements together with the exclusive right to use the Limited Common Element on the Site Plan referenced in Exhibit B, subject to the terms and easements of the Master Deed. No improvements or repairs, other than painting of trim and doors; sealing of porches and decks; and as specified in the Rules, may be performed, except in an emergency as further defined herein, without express written approval of the Board of Trustees. Design, material, and colors must be approved and also must be consistent with the overall and original finishes and materials.

VI. Purposes of Units

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

- A. The Units are intended only for residential purposes. This community is intended to provide housing for older persons in accordance with the requirements and exemptions of the Fair Housing Act. Except for the provisions of the HUD requirements for up to a 20% exemption (24 CFR part 100, subpart E, Sections 100.304-307), occupancy of each Unit shall include at least one person who is fifty-five (55) years of age or older.
- B. The Units shall be used for residential purposes, provided, however, that any of the Units may also be used as an office/studio but (1) only as accessory to such residential use of such Unit or accessory to the residential use owned by the same Unit Owner, and (2) only if and to the extent such accessory office/studio use is permitted by applicable zoning laws and (3) only if no one shall be employed in such office/studio except residents of the Unit and there shall be no signs in connection with such office/studio use.

VII. Restrictions and Use of Units

- A. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules from time to time adopted pursuant thereto.
- B. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules thereto.
- C. Any Unit Owner shall have the right to move, demolish, or alter an interior non-load bearing partition in his Unit, provided that such Unit Owner follows the procedure as set forth in this Section VII, and complies with the Building Code and requirements of the Town of Uxbridge. No Unit Owner shall move, alter or affect any structural, fire separation, sound attenuation, or load bearing wall or member, or wires, pipes, or the like servicing other Units.
- D. Solar energy collector systems installed on the roof must be approved by the Board of Trustees as consistent with published design guidelines for Summerfield at Taft Hill (see Rule 35).

VIII. Common Areas and Facilities

- A. The Common Areas and Facilities of the Condominium (the "Common Areas and Facilities") include:
 - 1. The Land together with the benefit of and subject to the rights and easements referred to described in Section III hereof and subject to the rights and easements reserved by the Declarant as described in this Master Deed and subject to the rights reserved to the Unit Owners in the Limited Common Element as set forth in this Master Deed and any amendments,
 - 2. The land, roads, sidewalks, swales, underground utilities (not otherwise owned by the utility companies or departments such as sanitary sewer, potable water, electric, telephone, and cable), streetlights, landscaping, and sprinkler system not within a Unit.

- B. Said common areas and facilities shall be subject to the provisions of the By-Laws of the Summerfield at Taft Hill Condominium Trust, hereinafter referred to, and to all Rules pursuant thereto with respect to the use and maintenance thereof.
- C. The Condominium Officials, Declarant shall have, and is hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of Unit owners, to such areas of each unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said Chapter 183A of the General Laws.
- D. The Condominium Officials, Declarant shall also have, and is hereby granted, the exclusive right to maintain, repair, replace, add to, and alter roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and to make excavations for said purposes; and no Unit owner shall do any of the foregoing without the prior written permission of said Declarant in each instance.
- E. Units and portions of Units or structures, sidewalks, driveways and landscaping may be erected within a Limited Common Area with appropriate approvals. Each Unit or portion shall be insured by the Unit Owner in accordance with customary insurance practices. No insurance for the Unit is provided by the Condominium Trust.

IX. Encroachments

- A. If any portion of the Common Areas and Facilities now encroaches upon any Unit or Limited Common Area, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities or other Limited Common Areas, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Unit; (2) condemnation or eminent domain proceedings; (3) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust and the By-Laws and Rules thereto, as the same may be from time to time amended; or (4) repair or restoration of the Units or buildings therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Units stand.
- B. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units: Each Unit Owner shall have an easement in common with the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and portions of the Common areas and Facilities located in the other Units and Limited Common Areas and serving his Unit. Each Unit and Limited Common Area shall be subject to an easement in favor of the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in a Unit or Limited Common Area. Subject to the provisions of Section XIV of the Master Deed of the Condominium Trust, the Trustees shall have a right of access to each Unit and Limited Common Area, and the areas therein, to inspect the same, to remove violations

therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

- C. **Wires Located Outside of Units:** Each Unit Owner shall have an easement in common with the owners of other Units to use all wires (including but not limited to those appurtenant to electric service, cable television, telephones, and security systems) installed by the Declarant and located in the other Units and in portions of the Limited Common Areas and Common Areas and Facilities and serving his Unit. Each Unit Owner shall be subject to an easement in favor of the owners of the other Units, and of the Trustees, to use all wires (including but not limited to those appurtenant to electric service, cable television, telephones, and security systems) serving other Units or the Common Areas and Facilities in such Unit or Limited Common Area. Subject to the provisions of Section XIV of the Master Deed of the Condominium Trust, the Trustees shall have a right of access to each Unit Limited Common Area, the building and all areas therein, to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the Unit. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own. The maintenance and repair of such wires servicing ONLY one Unit shall be the responsibility of the Unit being served.

X. Plans of Units and Site Plan

Simultaneously with the recording hereof there has been recorded as Exhibit B hereof a site plan of the land (the "Site Plan"), including the location, approximate area and immediate Common Area and Limited Common Area (if any) to which each Unit has access.

XI. Percentage Interests in Common Areas and Facilities

- A. The owner of each Unit of the Condominium in Sub-phase Ia shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage herein specified therefore as set forth in **Exhibit C** recorded as Exhibit C in THE WORCESTER SOUTH DISTRICT REGISTRY OF DEEDS ON FEBRUARY 21, 2006 IN BOOK 38424, PAGE 217, as may be amended (BOOK 55226 PAGE 211), which has been calculated on the basis of the aggregate fair value of all the Units. These interests shall be amended each time additional Units, sub-phases and or phases are declared. As additional Units are added to the Condominium up to and including the 130th Unit the undivided percentage interest of each Unit shall be adjusted as approximately shown on Exhibit C1 recorded as Exhibit C1 in THE WORCESTER SOUTH DISTRICT REGISTRY OF DEEDS ON FEBRUARY 21, 2006 in BOOK 38424, PAGE 218 (as amended in BOOK 55226 PAGE 211). The determination of the percentage interest of the units in the Common Areas and Facilities have been made upon the basis of the approximate fair value of all Units of the Condominium on the recording date of February 21, 2006 in The Worcester South District Registry of Deeds. The Proportionate Interest of Each Unit shall be calculated in accordance with ARTICLE XXII (viii.g.5) herein.

XII. Amendment of Master Deed

1. This Master Deed may be amended by an instrument in writing signed by a majority of the Trustees, with the consent in writing of sixty-seven percent (67%) in beneficial interest of Unit Owners present (in person or represented by proxy) at an Annual/Special meeting (where a quorum is verified) or by the number of respondents to an email/USPS mailing

(where a quorum is verified) and duly recorded with the Worcester South District Registry of Deeds; PROVIDED, HOWEVER, that:

- a. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless the same has been so recorded within six (6) months after such date;
 - b. No instrument of amendment which alters the dimensions of any Unit or affects the use of the Unit or the Limited Common Area of a common area reserved to a Unit hereunder shall be of any force or effect unless the same has been signed by the owners of the Unit so affected;
 - c. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by the Owners of all the Units and said instrument is therein designated as an Amended Master Deed; provided, however, that this Paragraph (c) shall to apply to an instrument of amendment whereby two or more contiguous Units which are owned by the same person or persons are combined or altered to form one or more Units with different dimensions if the aggregate percentage of ownership in the Common Areas and Facilities of said units after said combination or alteration shall equal the aggregate percentage of ownership in the common areas and facilities of said Units which existed prior to such alteration or combination even though the percentage of ownership in the Common Areas and Facilities assigned a particular combined or loitered Unit may have been changed to reflect the alteration or combination;
 - d. No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by the holder of such first mortgage; and no instrument of amendment which relates to matters described in Section 6 of the Condominium Trust shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Section 6 in the Condominium Trust; and
 - e. No instrument of amendment which alters the Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the Massachusetts General Laws shall be of any force or effect;
 - f. No instrument of amendment which alters the Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Section VI.
- vi. Nothing contained in this Article XII nor in any amendment adopted pursuant hereto shall be deemed or construed to vitiate or impair the rights reserved to the Declarant in this Master Deed. including but not limited to those rights enumerated in Article XXII herein, to amend this Master Deed without the consent of any Unit owner or mortgagee.

XIII. Organization of Unit Owners

- A. The name of the Condominium Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the Summerfield at Taft Hill Condominium Trust under the Restated and Amended Declaration of Trust of even date to be recorded herewith. The initial address of the Trust is 30 Taft Hill Lane, Uxbridge, Massachusetts. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.
- B. The names and address of the initial Trustees of said Condominium Trust and their term of office are as follows:

Kevin Comeau
 68 Lakeview Road
 Foxborough, MA 02035

George Yankowich
 71 Old Mill Road
 Greenwich, CT 06831

Term: As set forth in Section 3 of the Declaration of Trust of Summerfield at Taft Hill Condominium Trust.

- C. The Trustees have enacted By-Laws pursuant to the Act, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

XIV. Trustees' Reservation of Rights

- A. The Trustees and its contractors shall have the right and easement to enter upon all or any portion of Unit, outside of the building, onto Limited Common Area, Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, landscaping, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable to maintain the Condominium. This easement shall include the right to store at, in or upon, Limited Common Areas, Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said work for such periods of time as shall be conveniently required for said work.
- B. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating operations and maintenance of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. Except in an emergency, the Trustees or other unit owners shall provide reasonable notice to the Unit Owner if access to the building in each unit is required to facilitate the maintenance and repair of any elements affecting other units.

XV. Units Subject to Master Deed, Unit Deed, Declaration of Trust and By-Laws and Rules of the Condominium Trust

All present and future owners, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Declaration of

Trust of the Condominium Trust and the By-Laws, and the Rules of the Condominium Trust as the same may be amended from time to time and shall further be subject to the rights, reservations, easements, agreements and restrictions of record and all matters set forth in the Declaration of Trust insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibits A and B recorded in the Worcester South Registry of Deeds on February 21, 2006 in Book 38424 page 212-216 and April 22, 2016 in Book 55226 Pg 211, and the Unit deed, and the Declaration of Trust of the Condominium Trust and the By-Laws and Rules thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions of each document were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof. Nothing in this Section shall be deemed to change or modify the provisions of the Master Deed hereof.

XVI. Invalidity

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

XVII. Waiver

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

XVIII. Captions

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

XIX. Conflicts

This Master Deed is set forth to comply with the requirements of the Act. In case any of the provisions stated above conflict with the provisions of the Act, the provisions of the Act shall control.

XX. Non-Recourse

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's Trust's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, partners (or their constituent partners) or any director, officer, employee or shareholder of any of the foregoing

Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

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

Reference is hereby made to Section 31 of the By-Laws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

XXII. Declarant's Reservations of Rights

- A. Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit or Easement in the Condominium pursuant to this Master Deed or otherwise, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.
- B. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more Units and Limited Common Element, and may include buildings, decks, landscaping, sidewalks, garages, roads, utilities, exterior parking spaces and other appurtenances. Notwithstanding anything to the contrary contained in this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights;
1. The Declarant shall have the right and easement (but not the obligation) to erect and install on any declared Phase and/or portions of the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
 - a. Additional Units and Limited Common Element,
 - b. Additional roads, driveways, Decks, garages, Exterior Parking Spaces and parking areas, walks and paths,
 - c. New or additional fences or decorative barriers or enclosures, mailboxes, and other structures of every character,
 - d. New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities,
 - e. All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium,

- f. Access ways to adjoining parcels and
 - g. Sales and construction offices, sales models and sales facilities.
2. In the event that there are unsold Units, the Declarant shall have the same rights as any other Unit owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:
 - a. Lease, rent and license the use of any unsold Unit(s);
 - b. Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
 - c. Use any Unit owned by the Declarant as an office for the Declarant's use.
 3. The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Units and Limited Common Areas, and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant), and the Limited Common Areas, Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
 4. The Declarant and its contractors shall have the right and easement to enter upon all or any portion of Unit outside of the building, Limited Common Area, Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, landscaping, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by this Section XXII and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section XXII. This easement shall include the right to store at, in or upon the unsold Units, Limited Common Areas, Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.
 5. The Declarant shall have the unilateral right and easement to construct, modify, or demolish buildings with unsold Units, and other structures and improvements and all Unit owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.
 6. Ownership of the Units, buildings, decks, improvements and all appurtenances thereto,

constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

7. Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, Limited Common Areas, buildings, decks, improvements, and other appurtenances shall be unlimited.
8. The following sub-paragraphs (a) through (g) are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section XXII:
 - a. **Time Limit After Which the Declarant May No Longer Add New Phases.**
The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire four (4) years after the date of the recording of this Second Amended and Restated Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
 - i. The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or
 - ii. The Declarant shall record with the Worcester South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
 - b. **Location of Future Improvements.** There are no limitations imposed on the location of future Units, Buildings, structures, improvements and installations to be constructed, erected or installed on the Land or adjacent parcels pursuant to the rights reserved to the Declarant under this Section XXII.
 - c. **Size of Phases.** There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of Units and other appurtenances provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to add additional land, construct Units, buildings, and Phases and Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Units, buildings, or Phases or Sub-Phases in numerical order, but may construct Units, buildings, or Phases or Sub-phases and add Units, buildings and Phases or Sub-phases to the Condominium in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases. A sub-phase shall be a portion of a phase. That may contain less than the number of Units originally contemplated in any particular phase.

- d. Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases.
- e. Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future Buildings and garages, and the Units which are to be added to the Condominium as part of future phases. Therefore, except as otherwise set forth in this Master Deed the Declarant shall not be limited to any specific type of Units, and Buildings and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) and Limited Common Areas from those described in Section V hereof.
- f. Right to Designate Limited Common Areas. Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Limited Common Areas. Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s).
- g. The Declarant may add future phase(s) beyond the Phase Ia land, Unit(s) and Building(s) therein to the Condominium by unilaterally executing and recording with the Worcester South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
- i. An amended Exhibit C describing the Unit(s) being added to the Condominium and the revised percentage interests each Unit has in the Common Areas and Facilities. Such percentage ownership (as described in Section XI) shall be calculated in accordance with 183A.
 - ii. If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Section V, the definition of the Limited Common Element, Common Areas and Facilities contained in Section X hereof shall be modified, as necessary, with respect to such Unit(s).
 - iii. An amended Exhibit B containing a site plan and Door plans describing the designations, locations, approximate size of the Unit, Limited Common Element, Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Section V of this Master Deed.
 - iv. Plan(s) for the new Units being added to the condominium, which plan(s) shall comply with the requirements of Chapter 183A.
 - v. It is expressly understood and agreed that all Unit Owners, and all persons claiming, by through or under Unit owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and

the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new phases to the Condominium and all other amendments made pursuant to this Section XXII and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant or its successors or assigns and recorded with the Worcester South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit with represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit Owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the first Amended and Restated Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the first Amended and Restated Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase or sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new phase or sub-phase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

- vi. Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section XXII and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section XXII.
- vii. In the event that notwithstanding the provisions of this Section XXII to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant, or its successors and assigns, is required on any amendment to this Master Deed which adds the Land, a Building, Unit(s), and/or new

phase(s) to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner and each Unit owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

- viii. The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Units, buildings, improvements and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.
- ix. Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.
- x. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to add the Land, and to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable, one or more facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. The Declarant may turn such facilities, over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Section XXII, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.
- xi. Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, and /or relinquished all rights to leases in sold units in all phases, the Declarant and its successors-in- title and their nominees may use one or more Units, Limited Common Elements, Common Areas and parking spaces for general offices, storage, sales offices, marketing functions and models.
- xii. Certain Changes: In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master

Deed at any time and from time to time to change the number, size, location, and configuration of Units at any time and from time to time, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, and to subdivide and separate Units. The Declarant will make no unilateral change in a Unit after it has been conveyed to a non-affiliated third party.

- xiii. Consent: Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section XXII including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section XXII without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section XXII, each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the Town of UXBRIDGE which the Declarant may seek to effectuate the purpose of this Section XXII, and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed, or develop adjacent parcels, at any time and from time to time as set forth in this Section XXII.

- C. Notwithstanding anything herein contained to the contrary, the Declarant Trustees reserves the right and power to record a special amendment ("Special Amendment") to the Master Deed or the Trust at any time or from time to time, which amend this Master Deed, or Trust:
1. To comply with the requirements of the Federal National Mortgage Association, HUD, or any government agency or any public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities
 2. To induce such agencies or entities to make, purchase, sell, insure, or guarantee mortgages covering unit ownership
 3. To bring this Master Deed or the Trust into compliance with M.G.L.c.183A the Act; or
 4. With the voting rights of the Owners as defined in the Master Deed, Trust or any exhibit thereto, to correct clerical, ambiguous, or typographical errors in this Master Deed or the Declaration of Trust or any Exhibit thereto, or any supplement or

amendment thereto

5. With the voting rights of the Owners as defined in the Master Deed, Declaration of Trust or any exhibit thereto, to amend, delete, add or waive any section in this Master Deed or Declaration of Trust or any Exhibit thereto, or any supplement or amendment thereto.
- D. In furtherance of the foregoing power, a power coupled with an interest is hereby reserved and granted to the Declarant Trustees to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each Deed, mortgage, or other evidence of obligation, or other instrument affecting the Unit and acceptance thereof, shall be deemed to be a consent to the reservation of power to the Declarant Trustees to vote in favor of, make, execute and record any such Special Amendment, providing this complies with the voting rights of the Owners as defined in the Master Deed, Declaration of Trust or any exhibit thereto. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the Time Limit as stated in Section XXII (viii) a.
 - E. In addition to all other rights of the Declarant hereunder and pursuant to the Condominium's Declarant's right to amend their Master Deed so as to create future phases, Declarant reserves the right to grant easements across condominium land for the use of roadways and paths for vehicles and pedestrian traffic.

XXIII. Assignment of Declarant's Rights

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules, including but not limited to the easements, rights and powers reserved in Section XXII may be conveyed and assigned by the Declarant and its successors and assigns by the Declarant and its successors and assigns, absolutely or as security, as appurtenant rights and powers, or to be held in gross provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules thereto, provided, however, that if such assignee is an institutional mortgagee such mortgagee shall only be bound by such obligations of the Declarant to the extent that such mortgagee expressly assumes such in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which such mortgagee is the Declarant's successor-in-interest. A purchaser of one or more Units, which constitute less than all of the Units then owned by the Declarant, shall not be deemed the "successor or assign" of the Declarant for purposes of this Section XXIII except as to the specific Unit(s), conveyed to such grantee, unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section XXIII and unambiguously states that the grantee shall be deemed the successor and assign of the Declarant and such instrument is recorded in the Worcester South District Registry of Deeds.

We, the undersigned, being the majority of the Trustees of the Summerfield at Taft Hill Condominium Trust u/d/t recorded with the Worcester South District Registry of Deeds at Book 67416, Page 77 as may be amended of record (the "Trust") with the consent of 95% of the owners of units entitled to 87% of the beneficial interests in the Common Elements and Facilities at an

Annual Meeting (where a quorum was verified) held on April 15, 2023 hereby amend the Trust's Master Deed pursuant to the Trust's Master Deed to read as above:

Patrick M. Stephan
Patrick. M. Stephan

5/4/23
Date

Paul M. Balutis
Paul Balutis

5-4-23
Date

Marsha Bourgeois
Marsha Bourgeois

5-4-23
Date

William Freer
William Freer

5/4/23
Date

Thomas Fields
Thomas Fields

5/4/23
Date

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS

On this 4th day of May, 2023, before me, the undersigned notary public, personally appeared Patrick M. Stephan, Paul Balutis, Marsha Bourgeois, William Freer and Thomas Fields, proved to me through satisfactory evidence of identification, which were drivers' licenses or other state or federal governmental documents, to be the persons whose names are signed on the preceding or attached document in my presence and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of their knowledge and belief.

Debra M. Cardinal

Notary Public

My Commission Expires:



EXHIBIT A -DESCRIPTION OF THE LAND

The land is that parcel being shown as 63.04 acres +/- on a plan entitled "Plan of Land in Uxbridge, Massachusetts Douglas Street" on the southerly side of Douglas Street, Uxbridge, Worcester County, Massachusetts and further described by Deed recorded in the Land Records of the South Worcester South District Land Records Book 34880 Page 294, nine pages, on October 21, 2004.

BEGINNING at a point on the southerly sideline of Douglas Street, it being the north corner of land of Kevin P. & Monique McKay and the northeasterly corner of the parcel herein described;

THENCE S.31° 54' 35" E., 321.68 feet to an iron pin;

THENCE 31° 54' 35" E., 10.11 feet to a point of curvature

THENCE southerly by a curve to the right having a radius of 220.00 feet, for a distance of 273.02 feet;

THENCE southerly by a curve to the left having a radius of 30.00 feet for a distance of 24.69 feet to a point of curvature;

THENCE southerly by a curve to the right having a radius of 60.00 feet for a distance of 81.94 feet;

THENCE S.03° 05' 54" W., 33.87 feet to a point;

THENCE N. 57° 20' 47" E., 175.54 feet to an iron pin;

THENCE N. 52° 50' 48" E., 330.00 feet to a stone bound;

THENCE N. 46° 09' 10" E., 7739 feet to an iron pin;

THENCE N. 47° 18' 13" E., 280.95 feet to a stone bound;

THENCE S. 12° 13' 45" E., 491.24 feet to an iron pin;

THENCE S.07° 16' 03" W., 90.75 feet to an iron pin;

THENCE S. 15° 44' 03" E., 528.00 feet to an iron pin;

THENCE S. 15° 44' 07" E., 286.44 feet to a point;

THENCE S. 69° 33' 05" W., 279.25 feet by a wall to an angle in the wall;

THENCE S.70° 49' 39" W., 160.17 feet by a wall to an angle in the wall;

THENCE S.67° 47' 59" W., 495.64 feet partially by a wall to a point;

THENCE S. 59° 04' 10" W., 907.50 feet to a point at Old Greenville Road so called;

THENCE S. 34° 45' 21" W., 22.03 feet to the centerline of Old Greenville Road;

THENCE N. 55° 54' 05" W., 213.55 feet to a point;

THENCE N. 53° 51' 15" W., 100.59 feet to a point;

THENCE N. 51° 50' 27" W., 197.84 feet to a point;

THENCE N. 55° 03' 42" W., 55.67 feet to a point;

THENCE N. 61° 04' 05" W., 82.71 feet to a point;

THENCE N. 68° 22' 32" W., 145.78 feet to a point; the last six courses by the centerline of the Old Greenville Road;

THENCE N. 31° 18' 32" E., 15.17 feet to a drill hole in the corner of walls at land now or formerly of Griffiths;

THENCE N. 10° 35' 25" E., 201.39 feet to a drill hole in the wall;

THENCE N. 15° 59' 26" E., 111.35 feet to a drill hole in the wall;

THENCE N. 00° 56' 33" W., 28.54 feet to a drill hole in the wall;

THENCE N. 17° 17' 25" W., 63.86 feet to a drill hole in the corner of the walls;

THENCE N. 44° 16' 15" W., 52.19 feet to a drill hole in the wall,

THENCE N. 11° 09' 46" E., 115.61 feet to a drill hole in the wall, the last six courses by land of said Griffiths;

THENCE N. 24° 58' 44" E., 149.00 feet to a drill hole in the wall;

THENCE N. 41° 52' 40" E., 5.93 feet to a point;
 THENCE N. 24° 19' 53" W., 124.70 feet to a point;
 THENCE S. 73° 53' 02" W., 116.67 feet to a point;
 THENCE N. 16° 06' 58" W., 10.00 feet to a point;
 THENCE N. 73° 53' 02" E., 19.30 feet to a point;
 THENCE N. 24° 19' 53" W., 102.72 feet to a point;
 THENCE N. 29° 52' 25" W., 38.05 feet to a point;
 THENCE N. 35° 24' 56" W., 42.77 feet to a point;
 THENCE N. 86° 29' 56" W., 31.09 feet to a point on the southerly sideline of Douglas Street;
 THENCE N. 34° 00' 30" E., 20.48 feet by said Douglas Street to a Worcester County Highway
 Layout bound point;
 THENCE N. 54° 00' 30" E., 286.35 feet by said Douglas Street to a point at land now or
 formerly of Gerald & Barbara E. Lambert;
 THENCE S. 32° 29' 19" E., 239.12 feet to a point;
 THENCE N. 58° 00' 49" E., 200.00 feet to a point, at land now or formerly of Pauline M. and
 Robert M. Healy;
 THENCE S. 32° 29' 19" E., 230.00 feet to a point;
 THENCE N. 58° 00' 49" E., 200.00 feet to a point; the last four courses bounding on land of
 said Lambert and Healy;
 THENCE S. 32° 29' 17" E., 123.01 feet to a drill hole;
 THENCE N. 56° 21' 05" E., 344.13 feet to an iron pin;
 THENCE N. 57° 20' 47" E., 144.26 feet to a point;
 THENCE N. 27° 53' 39" E., 106.48 feet to a point of curvature;
 THENCE Northerly by a curve to the right having a radius of 60.00 feet, for a distance of
 177.87 feet, to a point of curvature;
 THENCE Northerly by a curve to the left having a radius of 30.00 feet, for a distance of 36.46
 feet, to a point of curvature;
 THENCE Northerly by a curve to the left having a radius of 180.00 feet, for a distance of
 205.52 feet, to a point of tangency;
 THENCE N. 31° 54' 35" W., 331.79 feet to a point on the southerly sideline of Douglas Street;
 THENCE N. 58° 05' 25" E., 40.00 feet by Douglas Street, to the point and place of beginning.

Containing 63.04 acres of land, more or less, according to said plan and subject to easements of record.

Plan Book 919, Plan 33