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ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

THE MASTER DEED

OF

THE DERBY BROOK CONDOMINIUM

302-304 Whiting Street Limited Partnership, a Massachusetts limited partnership with a principal place of business located at 156 Union Street, Hingham, Massachusetts 02043 (hereinafter referred to as the "Declarant"), being the owner of the land off Whiting Street, Hingham, Plymouth County, Massachusetts, as more fully described in Exhibit "A" attached hereto, by duly executing and recording this Master Deed, does hereby submit said land (the "Land"), together with the buildings and improvements now or to be 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 hereinafter 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.

ARTICLE I.

NAME OF THE CONDOMINIUM AND ASSOCIATION OF UNIT OWNERS

Section 1.1: Name of Condominium. The condominium is to be known as the **DERBY BROOK CONDOMINIUM** (the "Condominium").

Section 1.2 Association of Unit Owners. A trust through which the owners of the units of the Condominium (hereinafter the "Unit Owners", or, individually, a "Unit Owner") will manage and regulate the Condominium is being established concurrently herewith pursuant to the Act as the association of unit owners for the Condominium (the "Association"). The name of the trust is the "DERBY BROOK CONDOMINIUM TRUST" (the "Trust"). The Trust contains the By-Laws of the association 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: 302-304 Whiting Street Limited Partnership, 156 Union Street, Hingham, Massachusetts.

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ARTICLE II.
DESCRIPTION OF THE CONDOMINIUM AND BUILDINGS

The Condominium, as currently contemplated and if fully developed, will consist of no more than twenty (20) units (the "Units") in eight (8) separate two-story duplex and triplex buildings and other improvements located on the Land. Units shall consist of differing styles of Units, which are single family style attached townhomes which consist of two or three attached Units within a single duplex or triplex building, each of which have the principal living space on multiple floors. The Condominium is subject to the provisions of a Comprehensive Permit issued by the Town of Hingham Zoning Board of Appeals as hereinafter described (the "Comprehensive Permit"), and pursuant to such, five (5) of the Units in the fully phased Condominium will be sold at "affordable" prices as specified in a Regulatory Agreement (as hereinafter defined) and summarized in Section 5.2(E) of this Master Deed. The Condominium also contains the common areas and facilities defined in Article V as the "Common Elements" and some limited common elements as referred to in Articles IV and V.

ARTICLE III.
DESCRIPTION OF CURRENT AND FUTURE PHASES

Section 3.1: Phase 1. At the time of recording of this Master Deed, the Condominium shall consist of Phase 1, which shall include Units 1 through 8 on the Land further described on Exhibit "A", attached hereto. The Phase 1 Units are also shown on the plan entitled "Site Layout Plan, Derby Brook, 302-304 Whiting Street, Hingham, MA", dated May 21, 2007 with the most recent revision being dated May 15, 2011 and prepared by James Engineering, Inc., 125 Great Rock Road, Hanover, Mass 02339, and recorded with the Plymouth County Registry of Deeds herewith. Collectively, the above referenced plans and all future plans of future phases or other improvements on the Land and recorded in connection with the development of the Condominium may hereinafter be referred to as the "Plans".

Section 3.2: Future Phases. It is the intention of the Declarant to develop the Condominium in multiple phases (which are 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 and license to construct up to twenty (20) Units within the Condominium and to include within the Condominium additional Units beyond the initial Units included in Phase 1 as of the date of this Master Deed (the "Expansion Rights"). 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 Maser 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 mail kiosks, gazebo(s) and other infrastructure related to the on-site waste water treatment system (collectively hereinafter, the "Septic Facilities") 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 Units and all exclusive easement areas and other exclusive rights appurtenant to such Units as described in Articles IV and V herein. Each Building containing Units in Phase 1 consist of 2 stories and is of wood-frame construction with asphalt shingle roofs and clapboard and/or shingle exteriors. The Units within Phase 1 are more particularly described in Exhibit "B" attached hereto. Future Phases will include Buildings and Units of similar size, construction type and materials as contained in Phase 1.

Future Phases of the Condominium, if included therein, will consist of such parcels comprising the balance of the Land not included in Phase 1, together with the buildings and improvements hereafter to be erected on any such portions of the Land, 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.

Section 3.3: Reservation of Phasing Rights. In addition to the Buildings in Phase 1, 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. Maintenance facilities 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. 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. Within the context of the Declarant's intent, 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.

With respect to Additional Buildings and 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 Phase(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 to (a) 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 therefore, and the use and maintenance of construction equipment and facilities thereon and (b) to make Minor Adjustments as provided in Article V; 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 square footage, number of bedrooms, 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(s) to Master Deed pursuant to which such Phase(s) are included in the Condominium, and such Amendment(s) 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.

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 upper surface of the concrete basement floor or concrete first floor for Units without basements;

4.2(B). Upper Boundary: The plane of the lower surface of attic roof rafters, provided, however, that as to Units without an attic space, the plane of the lower surface of the overhead ceiling joists;

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; and

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, the exterior surface of the glass and/or screen of the window frames.

4.2(E). Other: Wiring and light fixtures, wiring and HVAC vents and duct work together with the ventilating equipment and the exterior pad on which it sits, as well as pipes, wires, plumbing leading from common piping back to the Unit, propane gas tanks and piping, dryer vents, toilet, bath and shower piping, fireplaces, chimneys and flues and /or other conduits for utilities, whether located within or outside the boundaries of the Unit, and serving only that Unit, are a part of the Unit and shall be maintained, repaired and replaced by the unit owner at his sole cost and expense. All such replacement or repair shall be done by qualified persons and shall be in such character and style as now exists unless the written approval of the Trustees shall have been obtained.

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

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

4.3(B). The exclusive right and easement to use that portion of any chimney flues, heating, air conditioning and ventilating equipment, electric meters, piping, telephone wires, TV cables, pumps and water meter reading devices (if any), which serve parts of the Building or additional Units other than the Unit within which such facilities are contained, whether located within or beyond the boundaries of the Unit; and

4.3(C). The exclusive right and easement to use with respect to 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 any Amendment to the Master Deed by which such Unit is included in the Condominium.

4.3(D). The exclusive right and easement to use the driveway immediately adjacent to the garage allowing access to such Unit as designated in the Unit Deed for such Unit or shown on the plans recorded with the Master Deed or with any 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 nor shall there be any other use of said driveway if such parking or other use results in an encroachment onto the Common Elements by a parked vehicle or other object that would impede foot traffic along the sidewalks or vehicular traffic along the alleys and roads within the Condominium;

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 TV cables and equipment, the foregoing shall be subject to the exclusions and reservations set forth in Section 4.5, below.

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, or 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 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: 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 Hingham, Massachusetts 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 consent 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 Phase 1; the fee title in the balance of the Land which is outside of Phase 1 subject to the rights of the Declarant hereunder; 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 and non-exclusive rights of Unit Owners as set forth in Articles IV and VI, and 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). The portions of floors, ceilings, attics 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 hereof;

5.1(A)(4). Installations of central services, such as power, light, HVAC, telephone, gas and water, and 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 outside the boundaries of any Unit, 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). All lawns, gardens, ponds, roads, walks, pathways, and other improved or unimproved areas not within the boundaries of the Units;

5.1(C). 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 of limited common elements) pursuant to the Act;

5.1(D). The Septic Facilities, including, but not limited to, the on-site waste water treatment system and on-site leaching field and all pipes and other appurtenances

servicing the Condominium and the Units within the Condominium, all as further described herein;

5.1(E). The Roadways and Common Driveways hereinafter defined; and

5.1(F). Such additional Common Elements as may be defined in the Act.

Section 5.2: Reservation of Rights by Declarant:

5.2(A). Common Area Infrastructure: The Declarant reserves the right to grant and reserve drainage, slope and utility easements over, under, through and across the Common Elements and common areas of the Land and Buildings, for the installation, construction, maintenance and reconstruction of the Septic Facilities, as well as any and all appurtenances related thereto or connected therewith, including but not limited to, leaching fields, tanks, pipes, conduits, controls, ducts, plumbing, cables, manholes, equipment and other facilities for the furnishing of waste water treatment service to and from the Units; for the installation, construction, maintenance and reconstruction of pipes and other conduits for the public water supply servicing the Units in the Condominium; for the installation, construction, maintenance, repair, operation or reconstruction of underground drainage facilities of all types and kinds, and for the installation, construction, maintenance, repair, operation or reconstruction of any and all other utilities of all types and kinds.

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 this 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 (as further defined herein) to do any of the following (collectively, the "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 and to undertake other similar activities.

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 Owner's percentage in the Common Elements determined in the manner provided in Article X herein.

If, and to the extent, the areas so reserved for Minor Adjustments are determined to be common elements and facilities within the meaning of the Act, the same shall be treated as limited common elements and facilities under this Master Deed and the Trust, and the respective Unit Owner 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 and Common Elements: 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 any 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, driveways, 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). Roadways: The Roadways shown on the Plans, together with all utility and drainage easements and facilities appurtenant thereto, shall remain in the Association, as hereinafter defined. The Roadways shall never be maintained by the Town of Hingham or accepted by the Town of Hingham as public ways, it being a condition of the Comprehensive Permit, as defined herein, that the Declarant, its successors and/or assigns will never petition the Town of Hingham for such acceptance.

5.2(E). Permits and Approvals: The Condominium is subject to the provisions of a Comprehensive Permit issued by the Town of Hingham Zoning Board of Appeals pursuant to M.G.L. c. 40B, as amended, which Comprehensive Permit is recorded with the Plymouth County Registry of Deeds in Book 36811, Pages 319-339 (the "Comprehensive Permit"), and accordingly, five (5) of the Units in the fully phased Condominium (collectively hereinafter, the "Affordable Units") will be sold at prices specified in that certain Regulatory Agreement entered into between the Declarant and the Massachusetts Housing Finance Agency dated August 29, 2012 and recorded with the Plymouth County Registry of Deeds in Book 41923, Page 257 (as amended from time to time, the "Regulatory Agreement"). The Affordable Units are designated in the attached Exhibit "B" and any subsequently duly executed Amendment(s) to the Master Deed creating such Units. A deed rider containing affordability and other restrictions shall be attached to each Unit Deed conveying an Affordable Unit as required by the Comprehensive Permit and the Regulatory Agreement. The restrictions in the deed riders applicable to the resale of the Affordable Units have been taken into account in the establishment of the initial sales prices which are the basis for the calculation of each Unit's percentage of undivided interest in the Common Elements. Any resale or transfer of an Affordable Unit must be in compliance with the notice and other requirements contained in the deed rider.

ARTICLE VI.
USE OF THE BUILDINGS, UNITS AND COMMON ELEMENTS

Section 6.1: Restrictions on Use: The use of the Units, Buildings and the Common Elements may be restricted under the provisions of the (i) Declaration of Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, (ii) the Master Deed, (iii) the Regulatory Agreement, and (iv) the Comprehensive Permit. The use of the Units, Buildings and the Common Elements are also subject to the restrictions contained herein in this Article VI. 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 the Trustees; and (c) shall, insofar as permitted by law, be perpetual, and to that end, may be extended by the 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). 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 their families and guests, and shall not be used in a manner that causes a nuisance or inconvenience to any other Units Owners or is inconsistent with the terms hereof, the By-Laws of the Trust and all Rules and Regulations promulgated pursuant thereto.

6.1(B). 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) persons per bedroom, provided that nothing contained herein shall (i) prohibit any Unit Owner from having temporary guests, and provided further that said Trustees shall have the right to regulate the maximum number of occupants of any Unit or (ii) prohibit a person residing in any such Unit from using the same for his or her personal business or professional use but such Unit shall not be used as a place for service to customers, clients or patients while such customers, clients or patients are present on the premises and no Unit shall be used for any of the following uses: (i) an office of a physician, dentist or similar health care practitioner, (ii) a child or elderly care facility, (iii) a place of worship, or (iv) any sales event customarily referred to as a "yard sale", "garage sale" or "home sales event" or any similar event. The provisions of this paragraph shall not be applicable to the right of the Declarant.

6.1(C). The Units shall be subject to the further restriction that no such Unit shall be rented, let, leased, or licensed for use or occupancy for periods of longer than twelve (12) months. In all instances, Affordable Units may only be so rented, let, leased or licensed to persons who shall meet the identical guidelines a qualified buyer of an Affordable Unit must meet pursuant to the terms and conditions of the Regulatory Agreement and said prospective tenants of an Affordable Unit must also be approved by the Monitoring Agent (as that term is defined in the Regulatory Agreement). Those persons to whom any Unit is rented, let, leased or licensed must comply with the Master Deed, the Declaration of Trust and the Rules

and Regulations established under the Trust. The provisions of this paragraph shall not be applicable to the rights of the Declarant.

6.1(D). 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 provided in this Master Deed, the Declaration of Trust or the Rules and Regulations established from time to time by the Trustees, 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 decals, or other decoration shall be done or placed on any exterior part or surface to any Unit, nor on the interior surface of any window. This paragraph shall not be applicable to the Declarant.

6.1(E). 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 garages or the Common Elements.

6.1(F). 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 or her Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law or applicable ordinance. No waste shall be committed in the Common Elements.

6.1(G). Any Unit Owner may keep up to two (2) dogs or two (2) cats in the Unit (or one of each) subject always, however, to the restrictions and limitations contained in this Paragraph. No Unit Owner may keep a dog that weighs over eighty (80) pounds without the prior written consent of the Trustees. Any cat(s) owned by a Unit Owner shall at all times be kept as an indoor cat and shall not be let outside at any time. No other animals or reptiles of any kind shall be raised, kept or bred 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, in their sole discretion, shall be permanently removed from the Condominium. The Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance warning the Unit Owner that their pet may be permanently removed.

If the pet continues to create a nuisance or unreasonable disturbance the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, unless carried in an appropriate travel crate or on a leash. The Unit Owner shall be responsible for any and all damages caused by the pet.

6.1(H). 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 Unit Owners or occupants. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself/herself, his/her 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.

6.1(I). 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/her Unit, or from the doors and windows thereof, any dirt or other substance. The Unit Owners shall not permit any trash or the removal of snow from patios and decks, which shall be the responsibility of the individual Unit Owners.

6.1(J). 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.

6.1(K). No Unit Owner, or occupant, his/her family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his/her Unit any flammable combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use;

6.1(L). There may be no restriction upon any Unit Owner's right of ingress and egress to his/her Unit, which right shall be perpetual and appurtenant to the ownership of the Unit;

6.1(M). No windmills or solar panels of any kind shall be erected or installed on any Unit or any Common Elements;

6.1(N). No sign shall be displayed or erected on any Unit or any Common Elements, except for name and number signs identifying the owner of the Unit or the street number and shall be not more than two (2) feet in area;

6.1(O). No buried oil tanks shall be permitted on any of the Condominium Land;

6.1(P). The decks, patios, balconies and porches, if any, that are appurtenant to each Unit are subject to such limitations and conditions as are imposed by the Trustees. Other than chairs, benches, umbrellas, tables and barbeques that are allowed under the Trust and the Rules and Regulations, no other goods, materials, including awnings, fixtures, paraphernalia, are to be affixed or stored on decks, patios, balconies and porches, except with the approval of the Trustees, which approval may be withheld in their absolute discretion;

6.1(Q). All trash receptacles must be kept in the garages except on trash collection days. Trash receptacles must be returned to the garage within twelve (12) hours of trash pick-up.

6.1(R). No Unit Owner shall make any exterior additions or alterations to a any Building beyond the original building footprint as shown on the recorded floor plans pertaining to such Unit;

6.1(S). Except as provided for in the Rules and Regulations promulgated by the Derby Brook Condominium Trust from time to time, the following shall be strictly prohibited: in-ground or above-ground swimming pools, dumpsters, trailers, campers, boats, unregistered vehicles and motorcycles. 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;

6.1(T). Each Unit Owner shall keep the Common Elements appurtenant to his/her Unit, including but not limited to the driveways and lawn area, free from all temporary or permanent structures or improvements, including but not limited to, children's swingsets and sandboxes, without the prior written consent of the Trustees, which consent may be withheld in their absolute discretion; and

6.2(U) No vehicles may be parked in any of the Common Elements with the exception of actively registered vehicles used by the respective Unit Owner(s) or their occupants, guests, invitees, agents or licensees, which vehicles may be parked in the driveway located appurtenant to said Unit so long as said parked vehicle does not result in an encroachment onto the Common Elements by a parked vehicle that would impede foot traffic along the sidewalks or vehicular traffic along the alleys and roads within the Condominium.

These restrictions shall be for the benefit of the owners of all of the Units, and the Trustees as trustees of 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 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 undertaking to eliminate any outstanding violations themselves or the levying of fines upon Unit Owners and all fines so levied and 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 for in the Act.

Section 6.2: Reservation of Rights by Declarant: No other use of the Common Elements and the Units than 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 assigned 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 as the owner of these unsold Units, shall have all of the other rights bestowed upon the other Unit Owners. Notwithstanding the foregoing, the time limitations for leases set forth in Section 6.1(C) 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 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, 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 such Common Elements 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). The following shall be the sole expense and responsibility of each Unit Owner: the maintenance, repair and replacement of the Unit Owner's Unit and its various elements contained therein, the general cleaning and maintenance of the interior portions of such Unit, garage, decks/patios/porches, the maintenance, repair and replacement of all exterior lighting, door hardware and all windows of each Unit. The following shall be a common expense: the maintenance, repair and replacement of decks, patios, porches (other than for general cleaning and snow removal), the maintenance, repair and replacement of all exterior

doors, door frames and window frames, the painting of all exterior surfaces of the Units, the maintenance, repair and replacement of the siding, roofs, and structural components of the Units, the maintenance, repair and replacement of the driveway of appurtenant to a Unit and the maintenance, repair and replacement of the landscaping and walkways (including snow removal), except for flower gardens installed by the Unit Owner, as further described in Section 4.3(C).

6.3(A)(2). 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, (vii) telephone, cable television and similar wires and conduits, and all other devices or equipment for such Unit, which are located in such Unit or which extend from such Unit and serve only such Unit;

6.3(A)(3). Except as set for this in this Master Deed, the Unit Owner shall not make repairs or perform work to or within any Common Elements (or which are designated herein as a common expense) 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, costs or expenses arising from such Unit Owner's misuse of or negligence with respect to the Unit or Common Elements;

6.3(A)(4). 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 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)(5) 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(B) Alteration of Units: The Unit Owner of any Unit may at any time, and from time to time, make the following permitted alterations ("Permitted Alterations") to his or her Unit with the prior written consent of the Trustees in accordance with the provisions of this Section 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 Permitted 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; and

6.3(B)(1)(c): any replacement of exterior lighting and windows with those of comparable styles to the lighting or windows being so replaced; and

6.3(B)(1)(d): the construction of a small stone patio (not to exceed 6' x 8') located directly at and abutting against the Unit's back deck steps;

6.3(B)(1)(e): the right to install one (1) spotlight (NOT a floodlight) to be installed on the rear exterior side of the Unit which spotlight is to be aimed solely at the woods/area located directly behind the Unit; and

6.3(B)(1)(f): the right to finish any unfinished portion of the basement located within the Unit.

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

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

6.3(B)(2)(b): all Permitted 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 Common Elements 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 Permitted 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 Permitted Alterations must be completed in accordance with plans and specifications therefore 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 sixty (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.

6.3(B)(2)(e): the Unit Owner performing such Permitted 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 Permitted Alterations (including any such insurance which may reasonably required by the Trustees).

6.3(C). Non-Permitted Alterations: The Following alterations shall not be permitted:

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

6.3(C)(2). Any changes to the architectural integrity of a Unit or other major component of the exterior of a Unit which is visible from any land constituting a Common Element or an adjacent Unit (an "Exterior Modification"). The following are examples of changes which constitute an Exterior Modification (provided that they are visible from any land constituting a Common Element or an adjacent Unit): 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 or structure not visible from any land constituting a Common Element or an adjacent Unit; replacement of exterior lighting and windows with those of comparable styles to the lighting or windows being replaced; the addition of small non-permanent decorations on doors or windows such as holiday wreaths, seasonal greetings and welcome signs;

6.3(C)(3). The expansion of the boundaries of any Unit.

ARTICLE VII. **AMENDMENT OF MASTER DEED**

Section 7.1: General Provisions: This Master Deed may be amended by vote of at least sixty-seven percent (67%) of the 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 sixty-seven percent (67%) of the beneficial interest of all Unit Owners. Any Amendment to the Master Deed 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 herein or Article XI, 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 (6) months after such date;

7.1(B). Any Amendment of the Master Deed shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Derby Brook Condominium Trust, who certify under oath in such instrument that the Amendment has been approved by the requisite number of Unit Owners, first mortgagees 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 by the owner(s) 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 VII or 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 Amendment to the 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 same has been assented to by the record holder of such mortgage. 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 even 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;

7.1(H). No instrument of amendment shall modify the provisions relating to the Affordable Units required by the Comprehensive Permit without the approval of the Hingham Zoning Board of Appeals, which such approval may be evidenced by an applicable amendment to the Comprehensive Permit.

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 (collectively, 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 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 Owners 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 twenty (20) 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 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.

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) fifteen (15) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or additional Common Elements and facilities, the construction of which is commenced within such fifteen 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, (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC, or (d) the inclusion within the Condominium of the maximum number of Units permitted hereunder.

Nothing herein shall be deemed to obligate the Declarant to commence or complete any such demolition, renovation or construction of Additional Unit(s), Additional Building(s) or other improvements on the Land or to including any building or other improvement constructed on the Land within the Condominium.

The Declarant expressly reserves the right and easement and shall have the right to make such use of the portion 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 Unit(s), Additional Building(s) and/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 VII, relating to any such development, renovation and construction of Additional Unit(s), Additional Building(s) and/or other improvements.

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; and

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.

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 mortgages, 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 this Sections 7.3(A) – 7.3(E) 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 ten (10) years after the date of the Trust, or (b) 120 days after 75% of the Units in all Phases of the Condominium have been conveyed to Unit Owners, whichever is earlier.

ARTICLE VIII.
PROVISIONS FOR THE PROTECTION OF MORTGAGEES

Notwithstanding anything in this Master Deed or the Declaration of Trust to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "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 or the Trust or its By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to: (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee.

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

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 due which accrued prior to the acquisition of title to such Unit by said First Mortgagee;

Section 8.4: Except as otherwise provided by this Master Deed or applicable law, the prior written consent of the Unit Owners (other than the Declarant) to which at least sixty-seven percent (67%) of the votes in the Association are allocated and either the approval of the First Mortgagees that represent at least fifty-one percent (51%) of the vote of the Units in the Association that are subject to mortgages, shall be required to:

- 8.4.1 by any act or omission, seek to abandon or terminate the Condominium after substantial destruction or condemnation occurs or for other reasons agreed to by such mortgagees;
- 8.4.2 add or amend any material provisions of the condominium documents of the Condominium that are of a material adverse nature to First Mortgagees;
- 8.4.3 change the undivided interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Unit in the Common Elements and facilities;
- 8.4.4 partition or subdivide any Unit;
- 8.4.5 by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements and facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause;
- 8.4.6 use hazard insurance proceeds on account of losses to either the Units or the Common Elements and facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

As to any such addition or amendment, First Mortgagee consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for amendment within thirty (30) days after the proposal is made, provided such proposal is sent by certified mail, return receipt requested. An affidavit by the Trustees appended to the amendment naming reference to this paragraph stating that notice was given as required above and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

Section 8.5: 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 8.6: In no event shall any provision of this Master Deed or the Trust or its By-Laws 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 a taking of such Unit and/or the Common Elements and facilities.

Section 8.7: A First Mortgagee, upon request made to the Trustees, shall be entitled to written notice of:

- 8.7.1 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;
- 8.7.2 any delinquency in the payment of assessment or charges owned by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
- 8.7.3 any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- 8.7.4 any proposed action which would require the consent of a specified percentage of First Mortgagees.

ARTICLE IX.
ASSESSMENTS, CHARGES AND TAXES

Each unit owner shall pay all common area maintenance charges, assessments, fines and charges lawfully imposed by the Trustees pursuant to this Master Deed, the Trust, the By-Laws or the Rules and Regulations, and any amendment thereof. In the event of non-payment, the Trustees shall record a lien statement covering the Unit in question and its percentage interest in the Common Elements and enforceable under Massachusetts General Laws, Chapter 183A. Even in the event of failure to record a lien, a purchaser of a Unit shall be liable for the payment of such charges assessed and unpaid against said Unit prior to such acquisition, unless at time of taking title, purchaser obtains and records with the Registry a statement executed by the Trustees stating that no assessment exists as to said Unit. A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to a lien for payment of charges assessed prior to the foreclosure sale.

Each Unit Owner, or occupant thereof, shall be responsible to bear the charges, whether taxes, utilities or other charges, as may be separately charged or assessed against such Unit Owner or occupant, as provided by law.

ARTICLE X.
DETERMINATION OF PERCENTAGE INTERESTS
IN THE COMMON ELEMENTS

The determination of the percentage of interest of the respective Units in the Common Elements and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in

accordance with the factors set forth herein and the provisions of the Act. Any such amendments in subsequent Phases to the Units then existing in the Condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis. Consistent with the foregoing, the percentage interests of each of the Affordable Units will be based on the reduced sale price of said Unit as specified in the applicable Regulatory Agreement, and as such, the percentage interest of each of the Affordable Units (and the corresponding condominium fees) will be less than other comparably sized Units in the Condominium. Provided however, in the event any of the Affordable Units lose their "Affordable" status pursuant to the provisions of the Regulatory Agreement and/or Deed Rider, and are no longer subject to any restriction as to price or income of purchaser, the percentage interests of the Units in the Condominium shall be adjusted to make the percentage interest (and the corresponding condominium fees) of the former "Affordable Unit", consistent with other Units of comparable size and amenity.

Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the Common Elements and facilities in the percentage specified therefore in Exhibit B annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those included in Phase 1.

From and after the inclusion in the Condominium of Additional Unit(s) or the completion of Minor Adjustments under Article V hereof, the percentage to which Units in Phase 1 are entitled shall be reduced accordingly, and the percentage to which Units in Phase 1, and in each Additional Unit(s) to the Condominium subsequently included therein, shall at all times be in accordance with the provisions of the Act and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the Common Elements and facilities attributable to each Unit in the Condominium (whether included therein in Phase 1 or a subsequent Phase) shall be entitled shall be a number (expressed as a percentage) taking into account the following: (i) square footage; (ii) style of the unit; (iii) unique characteristics, including, but not limited to, size, number of bathrooms or bedrooms; and (iv) sales price.

ARTICLE XI.

**UNITS SUBJECT TO MASTER DEED, UNIT DEED, TRUST,
TRUST BY-LAWS AND RULES AND REGULATIONS**

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 the By-Laws and the 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 and the Common Elements 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 the Master Deed, the Unit Deed conveying such Unit, the Trust and 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, and such Unit Owner's tenants, servant, guest, employee(s), licensee(s) or occupants, and all of such provisions shall be deemed and taken to be covenants running with the Land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

Section 11.3: A violation of the provisions of the Master Deed, the Unit Deed, The Trust, the By-Laws or Rules and Regulations promulgated pursuant thereto 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 damages.

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

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 XII shall be for the benefit of the Declarant and Declarant's successors and assigns.

Section 12.2: Cross-Easement:

12.1(A). The Declarant hereby reserves the right and easement, for itself, its successors and assigns, the right 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 Hingham. 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).

12.1(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 subparagraph (B), Declarant at its expense, shall restore such Land to its condition immediately prior to the exercise of such rights.

ARTICLE XIII
REMOVAL OF PROPERTY FROM M.G.L. c. 183A

Section 13.1: Upon the date that all Phases of the Condominium have been constructed and the Declarant no longer an owner of any Unit of the Condominium, seventy-five percent (75%) of the Unit Owners of record, or such greater amount as is stipulated in the By-Laws, may remove all of the Condominium or a portion thereof from the provisions of Massachusetts General Laws, Chapter 183A, by an instrument to that effect, duly recorded with the Registry, provided that the holders of all mortgages upon any of the affected Units consent thereto by instruments duly recorded with the Registry. Upon such removal, the Condominium, including all of the Units or the portion thereof thus removed, shall be owned in common by the Unit Owners and the Association shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the property owned in common held by each Unit Owner shall be equal to the percentage of the undivided interest of such Unit Owner in the Common Elements and facilities.

Section 13.2: Such removal shall not bar the subsequent re-submission of the Land and buildings involved to the provisions of Massachusetts General Laws, Chapter 183A.

ARTICLE XIV.
MISCELLANEOUS

Section 14.1: Captions: The captions herein inserted are only as a matter of convenience and for reference and in way defines, limits or describes the scope of this Master Deed nor the intent of any provision hereof.

Section 14.2: 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 14.3: Service of Process: In any suit, claim or proceeding against the Trust or Association, service of process shall be made upon the Trustees and such service shall

be binding upon the Trust.

Section 14.4: Definitions: All terms and expressions used in this Master Deed which are defined in the Act shall have the same meaning herein unless the context otherwise requires.

Section 14.5: 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 14.6: 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 14.7: Construction of Documents: (a) The Master Deed, the Trust and the By-Laws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages encumbering Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed, the Trust and the By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA. (b) In the event of a conflict between any numerical voting requirements for action set forth in this Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

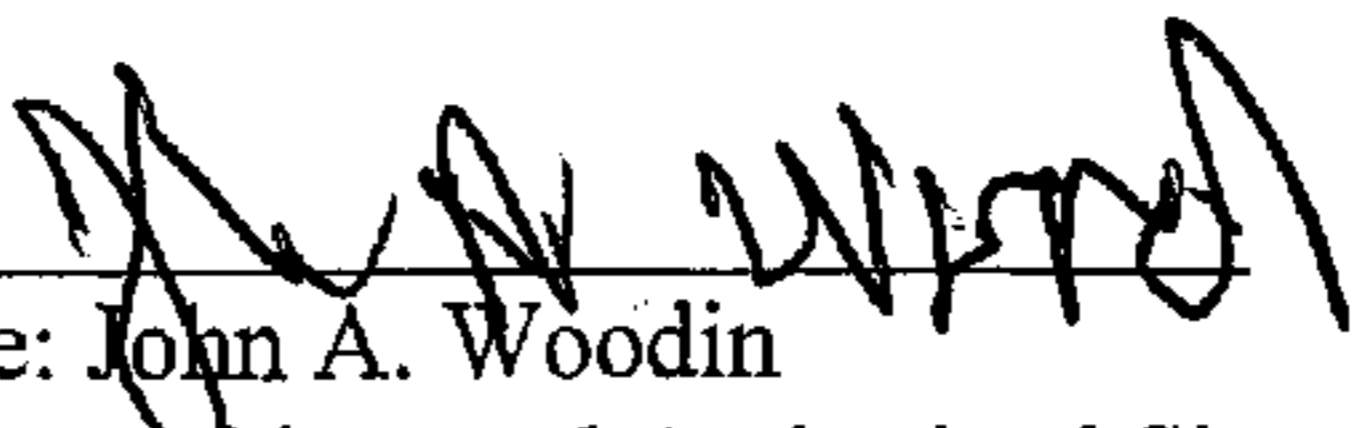
Section 14.8: Conflicts: This Master Deed is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail.

{END OF INSTRUMENT; SIGNATURE PAGE TO FOLLOW}

Witness my hand and seal this 10th day of September 2012.

**302-304 Whiting Street Limited Partnership, a
Massachusetts limited partnership**

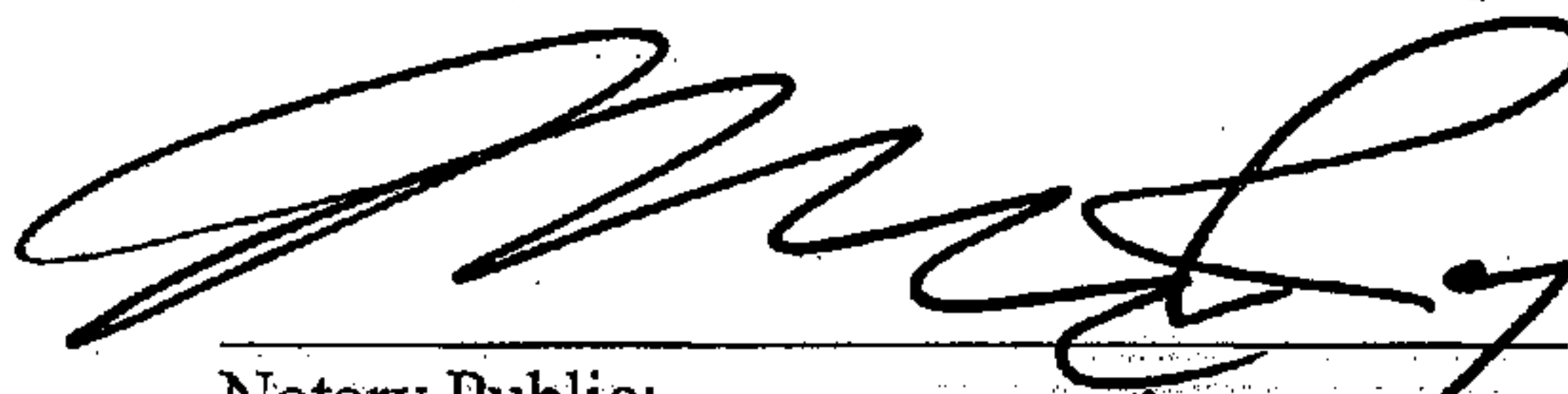
By: Realty Assets, Inc., its General Partner

By: 
Name: John A. Woodin
Title: President and Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

On this 10th day of September, 2012, before me, the undersigned notary public, personally appeared John A. Woodin, President of Realty Assets, Inc., the General Partner of 302-304 Whiting Street Limited Partnership, and not individually, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose.



Notary Public:

My Commission Expires: 9/15/2017

Qualified in Commonwealth of Massachusetts

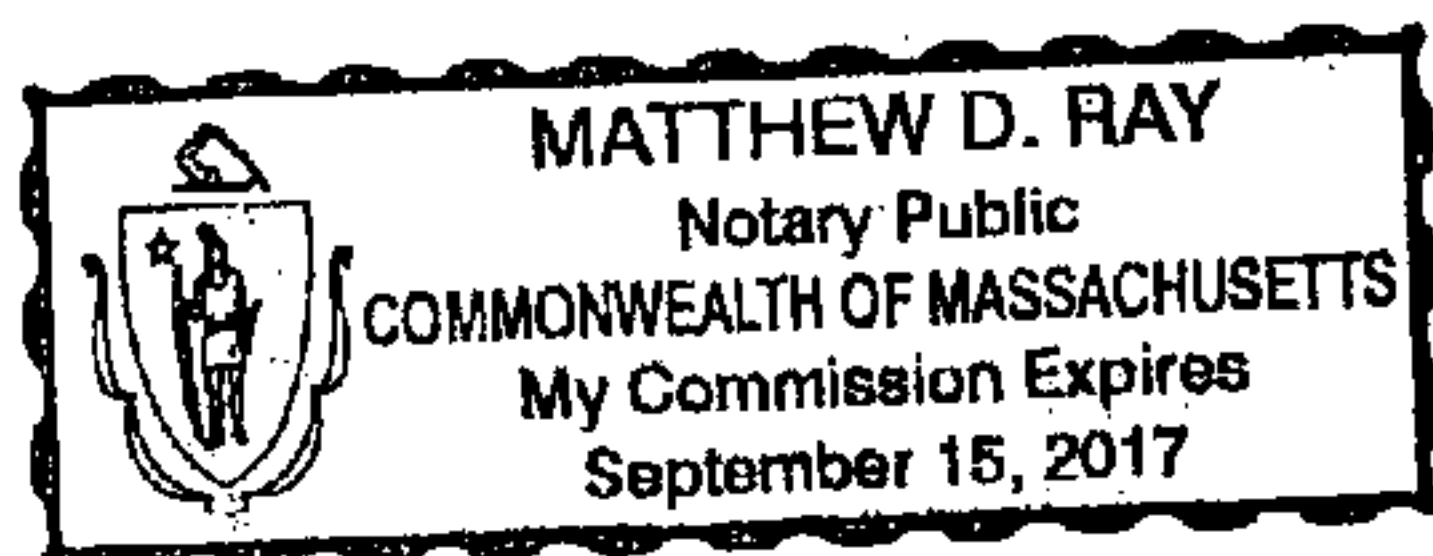


EXHIBIT "A"

to

Derby Brook Condominium Master Deed

"The Land"

Parcel One:

A certain parcel of land with the buildings thereon situated in Hingham, Plymouth County, Massachusetts containing approximately 0.25 acres of land and shown as "Lot B" on a plan entitled "410 WHITING STREET, PLAN OF LAND IN HINGHAM, MASSACHUSETTS" prepared by James Engineering, Inc., 125 Great Rock Road, Hanover, Mass 02339, dated November 8, 2008 and recorded with the Plymouth County Registry of Deeds as Plan No. 254 of 2009 in Plan Book 55, Page 211 (the "Plan").

"Lot B" being a portion of the premises described in a deed from Eastern Quarries, Inc. to 302-304 Whiting Street Limited Partnership dated November 19, 2008 and recorded with the Plymouth County Registry of Deeds at Book 37421, Page 292.

Parcel Two:

A certain parcel of land with the buildings thereon situated in Hingham, Plymouth County, Massachusetts containing approximately 8.28 acres of land and shown as "Lot D" on the Plan.

"Lot D" being a portion of the premises described in a deed from Robert J. Barra to 302-304 Whiting Street Limited Partnership dated June 29, 2009 and recorded with the Plymouth County Registry of Deeds at Book 37421, Page 294.

EXHIBIT "B"

to

Derby Brook Condominium Master Deed

Unit No.	Address	Square Footage	Number of Rooms	Access to Common Elements	Percentage Interest in Common Elements**	Phase
1	1 Derby Brook Way	3,890 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	15.27948	1
2	2 Derby Brook Way	3,890 sq. ft.	2 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	15.27948	1
3	3 Derby Brook Way	3,890 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	15.27948	1
4†	4 Derby Brook Way	3,893 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	4.16156	1
5	5 Derby Brook Way	3,893 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	15.27948	1
6	6 Derby Brook Way	3,890 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	15.27948	1
7†	7 Derby Brook Way	4,077 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	4.16156	1
8	8 Derby Brook Way	3,890 sq. ft.	3 bed / 2 bath	Front Entryway, Rear Deck and Basement Steps	15.27948	1

**** Subject to reduction, if, as and when future additional phases are added to the Condominium, based upon standard set forth in Article IV herein.**

† Indicates "Affordable Unit"