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RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

**COPLEY HERITAGE TOWNHOMES
MASTER DEED**

Springdale Gardens, LLC, a Massachusetts Limited Liability Company with a principal place located at 5 Springdale Drive, Canton, Massachusetts, (hereinafter referred to as the "Declarant") being the sole owner of that certain realty consisting of a parcel of land located in the Town of Canton, Norfolk County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the building and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and does hereby state that the Declarant proposes to, and does hereby create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. Name of the Condominium. The name of the condominium created shall be COPLEY HERITAGE TOWNHOMES (hereinafter sometimes referred to as the "Condominium").
2. Organization of Unit Owners. The Trust through which the Unit Owners will manage and regulate the Condominium is the COPLEY HERITAGE TOWNHOMES TRUST established by a Declaration of Trust dated December 10, 2025 and recorded herewith (hereinafter sometimes referred to as the "Trust" and the "Declaration", respectively). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder and includes By-Laws which are set forth in said Declaration pursuant

SEE PLAN FILED IN

PLAN BOOK 739 PAGE 75-77

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to and in accordance with the provisions of Chapter 183A. The name of the original
Declarant-appointed Trustee is W. Scott Lenhart.

3. Description of the Land. The Land portion of the Property comprising the Condominium (the “Land”) is that certain parcel of land situated in Canton, Norfolk County, Massachusetts, and described on Schedule A attached hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Units and other improvements constituting the Condominium, are described and shown on the Site Plan entitled “Copley Heritage Townhomes Condominium Site Plan (Phase 1)” recorded herewith (the “Site Plan”).
4. Designation of the Units on Plan. The Units located on the Land and comprising the Condominium (the “Units”) are shown on the Site Plan, which Units are further described in Schedule B attached hereto and on the Condominium Plan recorded herewith, including the number of stories and principal materials of construction. The locations of the Units are shown on the Site Plan. Units may be described in the singular if referring to an individual Unit or in the plural if collectively referring to all Units.
5. Phasing of the Condominium. The Declarant plans to develop the Condominium in phases and hereby reserves the unilateral right to itself, its successors and/or assigns to amend this Master Deed to include additional phases. It is anticipated that Phase 1 will consist of Units 77, 79, 81, 83, 85 and 87.
6. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

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(A) Description of the Units. The Condominium is comprised of four (4) buildings creating three condominium Units each whose location, designation, approximate area, percentage interest, number of rooms and immediately accessible common areas are set forth in Schedule C attached hereto and are shown on the Condominium Plan filed herewith (hereinafter, "Condominium Plan") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plan depicts fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof.

(B) Boundaries of the Units. Each Unit consists of both the interior and exterior of the constructed dwelling, including any decks, patios, garages, sheds, air conditioning equipment, pools and any other accessory structure or fixture located on, notwithstanding whether it is permanently attached or temporarily located on the Land.

(C) Appurtenances to Units. Each of the Units shall have as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, use the following (sometimes herein also referred to as the "Exclusive Use Areas" or "Limited Common Areas and Facilities" or "Limited Common Elements"):

- i. Each Unit shall have the exclusive right to use the back deck and front patio area as shown on the Site Plan recorded herewith

7. Description of the Common Areas and Facilities. The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined, and

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any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- (A) The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable or as otherwise exclusive;
- (B) Installations for central and/or common services such as utilities serving more than one Unit, common area water and sewer supply, common area electric service, and other amenities, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- (C) All common equipment;
- (D) The yards, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, if any, but subject to the exclusive right of each unit owner to a privacy area;
- (E) The Limited Common Elements located outside the Unit's boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided;

The Common Elements (including Exclusive Use Areas) shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the exclusive rights, interests and easements reserved by the Declarant in this Master Deed (if any), which rights and easements shall be deemed to be fully transferable and shall run with the land and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant.

8. Undivided Interest. The Unit Owners shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Schedule C. The Beneficial Interest

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Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Exclusive Use Areas.

9. Plans. As stated above, simultaneously with the recording hereof there has been recorded a set of floor plans of the Units showing the layout, location, Unit number and dimensions of the Units therein, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities.
10. Common Easements and Right of Access. 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, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is

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11. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stand.
12. Intended Use. The Units are intended to be used solely for residential purposes and accessory uses thereto. The Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, the intent or restrictions contained in this Master Deed or the Declaration of Trust.
13. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, and the other Common Areas shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:
 - (A) NO UNIT SHALL BE USED FOR ANY PURPOSE OTHER THAN THE INTENDED USES STATED IN SECTION 12 AND USES ACCESSORY THERETO.
 - (B) NO COMMON AREA OR LIMITED COMMON AREA SHALL BE USED IN A MANNER CONTRARY TO ANY RULES ADOPTED BY THE OF THE TRUSTEES OF CONDOMINIUM TRUST WHO SHALL HAVE THE POWER

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VIOLATION OF ANY DULY ADOPTED RULES.

(C) The architectural integrity of the exterior of the Units shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, awning, screen, antenna (except to the extent such antenna or satellite dish is permitted by the Telecommunications Act of 1996 and the Rules and Orders of the FCC) attached hereto, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, or upon any other Common Element and without the express written consent of the Trustees, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; no painting, attaching of decals or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window of a Unit, without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Unit, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to remedy such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Unit nor overload the systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and plans are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental

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 authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

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(D) Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided, however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) that such pet(s) are in no greater number per Unit so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereof, (3) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations, (4) that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine, (5) any such pet(s) are duly registered with the Trustees, and (6) residents must clean up after their pet. Moreover, the conduct of such pet(s) upon the Common Elements is subject to rules and regulations adopted from time to time by the Trustees. If the Trustees, in their sole discretion, deem said pet a nuisance, the Trustees may require the pet owner to remove the pet upon three (3) days' notice. In addition, such pet shall not interfere with the quiet enjoyment of the Condominium by its residents. Any pet that by virtue of its breed or propensity for vicious behavior causes an increase in insurance premiums for the Condominium shall be removed from the Condominium upon notice from the Trustees. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed and no exotic animals, reptiles, rodents or snakes are permitted under any circumstances.

(E) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

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- (F) No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.
- (G) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.
- (H) No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- (I) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose.
- (J) No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, for injunctive relief, or both, including reasonable attorney's fees and expenses.

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14. Rights Reserved to the Declarant.

- (A) The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Property to complete the Units thereon, along with all improvements, utility lines, wires, pipes, conduits, sewer and drainage lines to service the units constructed on the Land described in Schedule A.
- (B) The Declarant shall have the right, in its sole discretion, to create and designate limited common areas.
- (C) In addition to all other rights of Declarant hereunder Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the Land and the Building, for all purposes necessary or desirable in order to construct the Condominium units thereon and the common areas and facilities therefore. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities.
- (D) Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until one hundred (120) days after the last of the Condominium Units is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed; the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the building and/or units and the common areas and facilities and

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all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television, water, air and all sewer and drainage pipes to serve any or all of the building and/or units and the Common Elements and facilities; to pass and repass by foot and vehicle over all accessways and walkways, whether now existing or to be constructed in the future, for all purposes for which accessways and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct building and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic, sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Building, Units or Common Elements and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; and, in general, the right to do all things necessary or desirable in order to construct, renovate and complete all of the Building and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage, for a model,

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 for display, as an office, for purposes of facilitating sales or leasing of Units and
 Declarant may rent any unit owed by him without restriction.

- (E) The rights and easements reserved by the Declarant in this Section 14 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.
- (F) The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive one hundred twenty (120) days the sale of all of the Units by the Declarant, and are to be deemed to be fully transferable, running with the land.
- (G) Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land and Additional Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefore.
- (H) The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by

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for display, as an office, for purposes of facilitating sales or leasing of Units and

Declarant may rent any unit owed by him without restriction.

(E) The rights and easements reserved by the Declarant in this Section 14 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

(F) The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive one hundred twenty (120) days the sale of all of the Units by the Declarant, and are to be deemed to be fully transferable, running with the land.

(G) Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land and Additional Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefore.

(H) The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by

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 such Trustees, power or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

15. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, in the name of a fiduciary, trust, limited liability company, corporation, partnership or any other legal entity.
16. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or

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the Rules and ~~Regulations~~ promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

17. Sale of Units. A Unit Owner may, subject to the restrictions of this Master Deed, and the Trust, sell, or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium—(i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests”—in the manner set forth below:

(A) Subject to Condominium Documents. Any deed to a purchaser or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time.

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

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(C) 6D Certificates Upon request of a Unit Owner or his designee, a majority of the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, §6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement.

18. Amendment of Master Deed.

- a. Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns. Any amendment "phasing in" additional units need only be signed by the Declarant.
- b. General Amendments. Except as otherwise provided in (a) or (c) of this Section 18, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities and duly recorded with the Registry of Deeds, provided, however, that:
 - i. The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained.

- ii. Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- iii. Except as provided for in Section 14 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;
- iv. 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 Massachusetts General Laws, Chapter 183A shall be of any force or effect.

c. Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National

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Mortgage Association ("FNMA") the Federal Home Loan Mortgage
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Corporation ("FHLMC"), the Town of Dedham and any governmental
insurer or guarantor of Unit mortgages, including private mortgage
insurers, the right to execute and record such special amendments shall
pass to the Condominium Trustees at such time as the Declarant and/or
its successors and/or assigns no longer own or holds either any Units in
the Condominium.

19. **FNMA/FHLMC Provisions.** Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any First Mortgagee:

(A) In the event that the Unit Owners shall amend the Master Deed or the Declaration of Trust 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:

- a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- c. sell or transfer a Unit acquired by the First Mortgagee.

(B) Any party who takes title to a Unit through 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 Declaration of Trust;

(C) Except as may be otherwise provided by applicable law (including, but not limited to, M.G.L. Chapter 183A, Section 6), 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 which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

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(D) Except as provided by statute, and except as provided for in this Master Deed, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 18 and/or 25 of this Master Deed, unless fifty-one (51%) percent of the First Mortgagees (based upon one vote for each First Mortgagee), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

- a. by any act or omission, seek to abandon or terminate the Condominium; or
- b. 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 Areas and Facilities; or
- c. partition or subdivide any Unit; or
- d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas 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 Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- e. use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

(E) Consistent with the provisions of Chapter 183A, 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 once the Town of Canton has commenced taxing the units as individual units;

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(F) Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;

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- (F) Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;
- (G) A First Mortgagee upon prior written request made to the Trustees, shall be entitled to:

(G) A First Mortgagee upon prior written request made to the Trustees, shall be entitled to:

- a. written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;
- b. inspect the books and records of the Trust at all reasonable times;
- c. receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the Trust;
- d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy including fidelity insurance maintained by the Trust;
- g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;

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(H) Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' notice.

(I) In addition to all other requirements of applicable law, this Master Deed or the Trust, the prior written consent of one hundred percent (100%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments, and of Unit Owners entitled to one hundred percent (100%) percent of the Undivided Interest herein shall be required for the following:

- a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
- b. the partition or subdivision of any Unit or of the Common Areas and Facilities;
- c. a change in the Undivided Interest of any individual Unit; to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:
 - i. Voting;
 - ii. Assessments, assessment liens or subordination of such liens;
 - iii. Reserves for maintenance, repair and replacement of the common areas;
 - iv. Insurance or Fidelity insurance;
 - v. Rights to use of the Common Areas and Facilities;
 - vi. Responsibility for maintenance and repair of the several portions of the Property;
 - vii. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
 - viii. Boundaries of any Unit;
 - ix. The interests in the Common Areas and Facilities;
 - x. Convertibility of Units into Common Areas or of Common Areas into Units;
 - xi. Leasing of Units;
 - xii. Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;

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xlii Any provisions which are for the express benefit of mortgage
holders, eligible mortgage holders or eligible insurers or guarantors
of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

20. **Conflicting Provisions.** If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

- (A) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- (B) In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control.
- (C) In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall

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21. 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
22. 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.
23. 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 nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.
24. Chapter 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.
25. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefore

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set forth in Section 19 of said Chapter, or any successor to such section.

26. Arbitration of Disputes. Should it occur that the Unit Owners are unable to agree upon any matter relating to the administration of the Condominium in any respect then, except for matters of an emergency nature, non-payment of commons expenses, or as may be otherwise provided for in this Master Deed or the Declaration of Trust, the dispute shall be resolved by arbitration as here provided.

Each party shall, within seven (7) days of the occurrence of the dispute select an arbitrator, notify the other Unit Owner of the name, address, and phone number of their selection. The two chosen arbitrators shall then, within seven (7) days select a third, neutral arbitrator who shall have no relationship of any kind to either Unit Owner or their chosen arbitrator, and who shall have professional experience dealing with condominiums. The Arbitrators shall thereupon forthwith, meet with the Unit Owners, hear their respective positions, and within no more than seven (7) days render their decision. Such decision shall be binding upon the Unit Owners and shall be specifically enforceable in a court of competent jurisdiction. Each party shall bear its own legal expenses and the arbitrators may not award punitive damages. If the matter in dispute is by its nature an emergency, or for non-payment of common expenses, then either Unit Owner may seek an appropriate order from a court of competent jurisdiction.

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SIGNATURE PAGE TO FOLLOW

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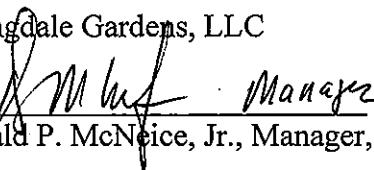
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Witness the execution hereof ~~under~~ seal this 10th day of December, 2025.

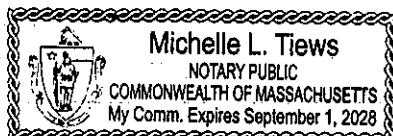
Springdale Gardens, LLC


Donald P. McNeice, Jr., Manager, Declarant

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

On this 10th day of December, 2025, before me, the undersigned notary public, personally appeared Donald P. McNeice, Jr., Manager of Springdale Gardens, LLC and proved to me through satisfactory evidence of identification, being 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 him voluntarily for its stated purpose as Manager.




Michelle L. Tiews, Notary Public
My Commission Expires: 9/1/28
Qualified in the Commonwealth of Massachusetts

LEGAL DESCRIPTION OF LAND

The land with any improvements thereon shown as Lot 10A on the plan (herein the Plan") entitled "Plan of Land in Canton, Massachusetts" dated September 19, 2024 and revised October 24, 2024, prepared by VHB, Inc. recorded with the Norfolk County Registry of Deeds (the "Registry at Plan Book 731, Page 88 (the "Granted Premises").

The Granted Premises contain 57,449 square feet of land more or less according to the Plan.

The address of Granted Premises is 67-89 Neponset Street. Canton, Massachusetts 02021.

SCHEDULE B

DESCRIPTION OF UNITS – PHASE I

<u>Total Number of Units</u>	12
<u>Number of Stories:</u>	2
<u>Access to Common Areas</u>	The Unit has immediate access to outdoor common area as shown on the site plan.
<u>Principal Materials of Construction:</u>	Poured concrete foundation/basement under living area and concrete slab in garage. Wood-frame construction with vinyl exterior. Roof consists of asphalt shingles. Driveways in rear of the property are asphalt.

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SCHEDULE C

DESCRIPTION OF UNITS

Description of the Units in the Condominium, together with their respective percentage interests in the Condominium. All Unit Owners have the non-exclusive use to use the shared driveway as identified on the Site Plan.

<u>Unit No.</u>	<u>Address</u>	<u>Sq. Footage</u>	<u>Percentage Interest</u>	<u>Rooms</u>
7	77 Neponset Street, Canton, MA 02021	1919 sq. ft.	16.70%	2BR, Study, 1 ½ bath, LR, Kit, Laund, Den, Gar
8	79 Neponset Street, Canton, MA 02021	1907 sq. ft.	16.58%	2BR, Study, 1 ½ bath, LR, Kit, Laund, Den, Gar
9	81 Neponset Street, Canton, MA 02021	1919 sq. ft.	16.70%	2BR, Study, 1 ½ bath, LR, Kit, Laund, Den, Gar
10	83 Neponset Street, Canton, MA 02021	1921 sq. ft.	16.76%	2BR, Study, 1 ½ bath, LR, Kit, Laund, Den, Gar
11	85 Neponset Street, Canton, MA 02021	1900 sq. ft.	16.52%	2BR, Study, 1 ¾ bath, LR, Kit, Laund, Den, Gar
12	87 Neponset Street, Canton, MA 02021	1925 sq. ft.	16.74%	2BR, Study, 1 ¾ bath, LR, Kit, Laund, Den, Gar