

RIVER VILLAGE CONDOMINIUM

MASTER DEED

New River Village LLC, a Massachusetts limited liability company with a principal place of business located at 536 Granite Street, Braintree, Massachusetts 02184 (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 buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, (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 RIVER VILLAGE CONDOMINIUM, 59 Walpole Street, Canton, Massachusetts (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 RIVER VILLAGE CONDOMINIUM TRUST established by a Declaration of Trust of even date 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 to

and in accordance with the provisions of Chapter 183A. The name of the original Declarant-appointed Trustee thereof is as follows:

New River Village LLC
536 Granite Street
Braintree, Massachusetts 02184

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 Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan").

4. Description of the Buildings. The Buildings located on the Land and comprising the Condominium (the "Buildings") are shown on the Site Plan, which Buildings are further described in Schedule B attached hereto, including the number of stories, number of Units, and principal materials of construction. The location of the Buildings are shown on the Site Plan. The Buildings, and any building or portion thereof later added to the Condominium, are hereinafter collectively referred to as the "Building" or "Buildings."

5. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. The Condominium is comprised of fifty-six(56) Units 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 Floor plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect,

engineer or surveyor certifying that said Condominium Plans depict 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. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- a. Floors: The plane of the upper surface of the plywood subflooring below the ¾" thick gypsum concrete;
- b. Ceilings: The plane of the lower surface of the double layer of 5/8" Type X Wall Gypsum; provided, however, that as to Units with attics or attic areas (finished or unfinished), the upper Unit boundary shall be the plane of the lower surface of the roof joists;
- c. Interior Walls: Between the units and common areas or other Units, the centerline within the walls between common areas or other Units;
- d. Exterior Walls: The plane of the exterior surface of the furring strips; or if there be no furring strips, then the plane of the exterior surface of the wall studs;
- e. Exterior Doors: The exterior surface and surface coating of the door, in its entirety, including the frame, jambs, hardware, threshold and flashing, and including the exterior molding or trim, if any; and caulking;
- f. Windows: The exterior surface of the windows and skylights, if any, in their entirety, including the frame, mullions, mountings, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and caulking;

g. Other: Air conditioner condensers and pad, smoke, carbon monoxide and heat detectors (if any), intercom wiring and intercom system, light fixtures on decks and other exclusive use areas (“Exclusive Use Areas”), wiring and light fixtures, wiring and HVAC vents and duct work within walls and ceilings, water and sewer, and any equipment for sub-metering, as well as pipes, wires, plumbing leading from common piping back to unit, dryer vents, toilet, bath and shower piping, fireplaces, chimneys and flues and /or other conduits for utilities, whether located within or without the boundary of a 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. Any HVAC, or other, wiring and piping leading from the condensers on the roof, or other portions of the common areas, back to the unit are a part of the Unit. Unit Owners who purchase a unit in which there exists any access point needed for access and repair for portions of the common areas or other units must make such access available at reasonable times to other unit owners, their contractors and the Trust. HVAC pipes, valves, wires and thermostats are part of the unit and costs associated with the repair, maintenance and replacement of these elements which may require work both in the common areas and other units to accomplish the above-mentioned work shall be the responsibility of the Unit Owner. If a compressor is serving one unit, this equipment is part of that unit along with all attending wires, pipes etc. Unit Owners shall indemnify the Trust for their use of this equipment.

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”):

- (1) any exterior patio, deck or balcony affixed to or leading from the Unit, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies and area beneath balcony, if any, and shoveling of deck and balcony including, but not limited to, the obligation to stain the decks using a stain type and manufacturer satisfactory to the Trustees.
- (2) any exterior lights serving the Unit and each unit owner shall be responsible to maintain, repair and replace same including, but not limited to, light bulbs.
- (3) The exterior parking space or spaces, if any, set forth in the deed from Declarant in the first Unit Deed of each unit or by separate instrument and provided that such spaces may be sold or transferred to other unit owners only.
- (4) The garage parking spaces, if any, set forth in the deed from Declarant in the first unit deed or by separate instrument and provided that such spaces may be sold or transferred to other unit owners only.
- 5) The storage area, if any, as set forth in the first Deed from the Declarant or by separate recorded instrument executed by the Declarant and provided that storage areas may be sold or transferred to other unit owners only. The storage area is to be considered an exclusive easement to the unit and is not to be transferred or sold separately. This storage area may be leased or rented to another unit owner or tenant.

6. 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 exclusive of any and all rights, interests and/or easements reserved by the Declarant), and 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;
- B. Installations for central and/or common services such as utilities serving more than one Unit, the sewer system, the fire sprinkler system, if any, common area water supply, if any, the irrigation system, if any, and other amenities, if any, as shown on

the site plan, 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;

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; and

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.

7. Undivided Interest. The Unit Owners in shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Schedule C, as determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units.

The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.00 percent total for all Units. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

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.

8. Plans. As stated above, simultaneously with the recording hereof there has been recorded a set of floor plans of the Units of the Condominium showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Buildings or that it has no name, 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. Additionally recorded herewith is the Site Plan showing the approximate location of the Buildings and certain of the Common Elements.

9. 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 present at the time or not and at the Unit Owner's expense.

10. 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 Buildings, or (c) repair or restoration of the Buildings 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 Buildings stand.

11. Intended Use. The Buildings, the Units and other Common Areas and Facilities are intended to be used solely for residential purposes and accessory uses thereto, the Common Elements being used incidental thereto. The Buildings, 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, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

12. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Buildings and the other Common Areas and Facilities 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 RESIDENTIAL HOUSING AND USES ACCESSORY THERETO. The accessory uses being those permitted under the Canton Zoning By-Law within the General Residence Zoning District as of right, and without the need of a Special Permit or other approval. Such uses as now permitted include, but are not limited to, the office of a lawyer, doctor, dentist, architect, engineer, real estate agent or insurance agent, the studio of an artist, musician or teacher, provided however that there shall at no times be present or allowed in the unit any employees, patients, clients, students, customers or others whose presence is related to such accessory use, whether or not such individuals would be permitted under the Canton Zoning By-Law..

B. Except for units owned by the Declarant, no Unit may be leased, rented or let unless upon a written agreement between the Unit Owner and proposed Occupant therefore in a form and content to include a credit check(s) and criminal background

check(s) of which shall be paid for by the tenant or owner, that is acceptable to the Trustees and for a term of not less than twelve (12) months; or authorized by Board of Trustees but NOT LESS than 6 months and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall upon request provide to the occupants upon such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

If a tenant of a unit demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the current lease term. All residential leases shall contain the following notice, in capital letters, double spaced:

THE APARTMENT UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING – NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A

RENTAL APARTMENT HOUSE, THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE. THE PROVISIONS OF SECTION 12B SHALL NOT APPLY TO DECLARANT OR ANY INSTITUTIONAL FIRST MORTGAGE HOLDER ACQUIRING A UNIT BY FORECLOSURE OR DEED IN LIEU OF FORECLOSURE.

C. Units may be leased or rented subject to the provisions of the documents as they may be amended from time to time. Except for units owned by the Declarant, all leases must be for a minimum of twelve months and shall be subject to the Master Deed, Declaration of Trust and Rules and Regulations. During the period that the Declarant is in control of the Organization of Unit Owners (as set forth in section 3.4 of the Declaration of Trust), all leasing of Units must be approved in writing in advance by the Declarant, who may require financial reporting, or other such information, in regard to any prospective tenant(s) before reviewing such rental request.

D. The architectural integrity of the Buildings and the Units shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, 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) and permitted by Schedule D and D-1 attached hereto, sign (except for signs used by Declarant or its agents), 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, on the Buildings 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; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the prior express consent thereto in writing by the Trustees. All exterior blinds, shades or drapes must be white. 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 Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate 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 (except no bedroom may be added); provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the Buildings 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 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. The Trust, at the cost of the Unit Owner, may retain engineering consultants to review and evaluate such proposals.

In no event shall sports equipment, basketball hoops or playground equipment be permitted in the exclusive use areas, limited common areas, privacy areas or common areas under any circumstances.

E. 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 than two (2) per Unit so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat, (3) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations (including all required vaccinations), (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 Management Company, (6) pets shall be walked in the designated pet walking area, if any, and (7) 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 said pet is deemed a nuisance by the Trustees, in their sole discretion, the Trustee may require the pet owner to remove the pet upon three (3) day's notice. In addition, such pet shall not interfere with the quiet enjoyment of the condominium by its residents. 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 partial or cross-breed containing Staffordshire Bull Terrier, Chows, Pit Bulls, Rottweiler's, Doberman Pinschers, Akitas, Presa Canario and any pets having the appearances and/or characteristics of Pit Bulls. Also, no outdoor cats or snakes are permitted under any circumstances as well as pets weighing in excess of fifty (50) pounds, or if there is more than one pet, as herein permitted, the aggregate weight of the pets shall not exceed fifty (50) pounds. Owners and guest are responsible for taking adequate safeguards at all times. 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. Smoking in common areas (both interior and exterior) may be prohibited by rules established by the Trustees, either in the Rules and Regulations, or otherwise.”

No Unit shall be maintained at an ambient temperature of less than sixty degrees (60°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.

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. Each Unit Owner with a storage closet or bin shall be responsible to repair, replace and maintain and to lock said areas. The Unit Owner is responsible to insure the stored items located in said storage closet or bin. 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.

L. Except with the written approval of the Trustees, no unregistered vehicles, commercial vehicles, or vehicles with commercial lettering or boats or campers or other type of recreation vehicles shall be kept upon the Common Elements, except for Declarant's or its agents' vehicles and except for a commercial vehicle in proper condition owned and used by a Unit Owner and which vehicle is able to be parked fully within a parking space without interfering with the access to and movement of other vehicles.

M. If any Unit Owner other than the Declarant, desires to transfer or sell his or her unit prior to the Declarant conveying of all units it can create pursuant to the Master Deed, the Unit Owner shall be obligated to grant the Declarant or its designee the exclusive right to sell the Unit on such terms and commissions determined by the Declarant or its designee but in an amount or percentage reasonable and comparable to services offered by real estate agents in the Greater Boston Area. If a Unit Owner violates this provision, he or she shall be obligated to pay Declarant an amount equal to six (6%) percent of the purchase price or fair market value, whichever is greater.

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, or for injunctive relief, or both.

13. Rights Reserved to the Declarant.

13.1 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: 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 all 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 buildings and/or dwelling units and the common areas and facilities and 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 buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, access-ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access-ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings 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 Buildings, 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; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings 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 or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land.

13.2 The rights and easements reserved by the Declarant in this Section 13 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.

13.3 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 from the sale of all of the Units and are to be deemed to be fully transferable, running with the land.

13.4 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any right or easement described in this Master Deed, or to effect any such right herein reserved, 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. 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 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 therefor.

13.5 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 such Trustee, owner 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 which 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.

13.6 Declarant's Right of First Refusal. During the period that the Declarant is in control of the Organization of Unit Owners (as set forth in section 3.4 of the Declaration of Trust), no Unit Owner shall sell all or any portion of or any interest in any Unit, unless (a) the Unit Owner has received a bona fide offer to purchase the same; (b) the Unit Owner has given the Declarant (or its designated assignee) written notice (which shall be deemed to be duly given

when mailed by registered mail) addressed in the case the Declarant to 536 Granite Street, Braintree, Massachusetts 02184 , and at or to such other address or addresses as the Declarant shall provide in any amendment to this Master Deed, stating the name and address of the offeror and all the terms and conditions of said bona fide offer and the encumbrances subject to which the Unit, or any part thereof, are to be conveyed and containing an offer by the Unit Owner to sell the Unit to the Declarant (or its designated assignee) on all the same terms and conditions as said bona fide offer; and (c) the Declarant has not within fifteen (15) business days after (excluding holidays) the giving of such notice, mailed or otherwise given the selling Unit Owner written notice that the Declarant (or its designated assignee) elects to purchase the same in accordance with said offer. In the event the Declarant (or its designated assignee) elects to purchase, the Unit or such part thereof shall be conveyed by a good and sufficient Quitclaim Deed conveying a good and clear record and marketable title thereto, free from all encumbrances except as stated in said bona fide offer which shall provide a reasonable time to obtain financing and such deed shall be delivered and the consideration paid at the Norfolk County Registry of Deeds on the later of sixty (60) days after the date of the giving of such notice of election to purchase or the date specified in the bona fide offer. In the event the other Unit Owner shall not give such notice of election to purchase within the time above specified or in the event that the Declarant shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the selling Unit Owner shall be free thereafter to sell and convey the Unit or such part thereof covered by the offer to the offeror named in the selling Unit Owner's notice at a price not lower than that specified therein, but the selling Unit Owner shall not sell or convey the Unit or any part thereof to any other person or at any lower price without again offering the same to the Declarant. If the selling Unit Owner shall make and record with Norfolk Registry of Deeds an affidavit stating that (1) a certain conveyance by them is made pursuant to a bona fide offer to purchase; (2) they have given notice to the Declarant in connection with such conveyance as required by the provisions of this paragraph; (3) they have not received written notice of election to purchase given by the Declarant in accordance with the provisions of this paragraph or that the Declarant who has given notice of election to purchase has failed to complete the same in accordance with said provisions, as the

case may be; and (4) such conveyance is made to the person named in such notice at a price not lower than that therein stated; then such affidavit shall be conclusive evidence of compliance with the requirements of this paragraph with respect to such conveyance in favor of the grantee therein and all persons claiming by, through or under such Grantee. The provisions hereof shall not be construed to apply to bona fide mortgages to recognized lending institutions of any Unit, or any part thereof, or to sales or other proceedings for the foreclosure (or deed in lieu of foreclosure) thereof; or to easements to any municipality or utility company required for the installation and/or maintenance of drainage, sewage, electric, gas, water and electric lines and appurtenance to and from the premises.

14. 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, limited liability company, corporation, partnership or any other legal entity.

15. 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 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.

16. Combining Contiguous Units. Notwithstanding anything herein otherwise provided, a Unit Owner who owns two or more contiguous (vertically or horizontally) Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed with an amended floor plan shall be prepared, at the subject Unit Owners' expense, and filed with the Registry of Deeds. Units so combined may thereafter be restored as separate Units in the same configuration as originally as herein provided.

17. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of this Master Deed, and the Trust, sell, assign, lease, 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. Subjection to Condominium Documents. Any deed to a purchaser, lease

to a lessee (except to Leases by the Declarant as Unit Owner), 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. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, 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, lease, 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, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units, except that parking spaces and storage areas may be sold, assigned and transferred to and among other Unit owners. As with the sale by the Declarant of Units, the proceeds of any of sale or transfer by the Declarant of any parking space or storage area belong to the Declarant.

C. 6D Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, s.

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.

(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, assuming it still owns units) entitled in the aggregate to fifty-one percent (51%) 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. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded.
- (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 13 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 Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”), the Town of Canton 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. Fannie Mae/Freddie Mac Requirements. Notwithstanding anything to the contrary contained in this Master Deed, in order to comply with the legal requirements of the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation, the following provisions shall control and prevail:

- a) Any right of first refusal in the condominium project documents will not adversely impact or impair the rights of a mortgagee or its assignee to:
 - i. Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
 - ii. Accept a deed or assignment in lieu of foreclosure in the

event of default by a mortgagor; or

- iii. Sell or lease or otherwise market a unit acquired by the mortgagee or its assignee.

The Condominium Association shall not exercise a right of first refusal in an unlawfully discriminatory manner.

2. Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51 percent of the votes of units that are subject to mortgages.

Examples of actions that require mortgagee consent include but are not limited to any of the following:

- a. Any partition or subdivision of any Condominium Unit;
- b. Abandonment, partition, subdivision, encumbrance, sale or transfer of any Common Elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;
- c. Any change in the procedure that protects the Seller/Service's interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the project, or from termination of the project;
- d. Any change in voting rights except as allowed for additional phases or annexations in accordance with the initial Project Documents
- e. Any change in the Condominium Unit owner's interest in or obligations to the Project in order to levy assessments or charges, to allocate distribution of homeowners insurance proceeds or condemnation awards, or to determine the owner's interest in the Common Elements;
- f. Changes in the priority of liens for Homeowners Association assessments;
- g. Reductions in reserves for maintenance, repair and replacement of Common Elements;
- h. Responsibility for maintenance and repair of the Common Elements;
- i. Reallocation of interests in Common Elements or rights to their use;
- j. Redefinition of any unit boundaries;

- k. Conversion of units into Common Elements or Common Elements into units;
 - l. Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project, except as allowed for additional phases or annexations in accordance with the initial Project Documents;
 - m. Change in required insurance coverage;
 - n. Imposition of any restrictions on the leasing or rental of units; and
 - o. Imposition of any restrictions on a unit owner's right to sell or transfer a unit
3. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons or to use insurance proceeds for any purpose other than to rebuild must be agreed to by mortgagees that represent at least 51 percent of the votes of the units that are subject to mortgages.
4. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
5. Mortgagees and guarantors of the mortgage on any unit in a condominium project shall have the right to timely written notice of:
- a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
 - b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
 - c. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
 - d. Any proposed action that requires the consent of a specified percentage of mortgagees.
6. No unit owner or any other party shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance or termination proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

7. Except as provided in Massachusetts General Laws Chapter 183A, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee.
8. Any contract with an independent professional management firm must be for a reasonable term and may not require the payment of any penalty or an advance notice of more than ninety (90) days.

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 18 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 control.

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

Witness the execution hereof under seal this 25th day of September, 2014

NEW RIVER VILLAGE LLC

By: DELLBROOK MANAGER INC.
Its: Manager

By: 

James J. Sullivan
Its: President and Treasurer

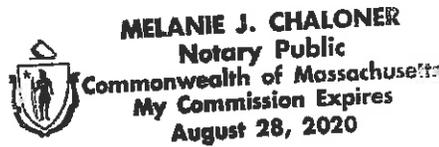
COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss. 9/25/14

On this 25 day of 9, 2014, before me, the undersigned notary public, personally appeared James J. Sullivan, 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 him voluntarily for its stated purpose as President and Treasurer of Dellbrook Manager Inc., the Manager of New River Village LLC.

Melanie Chaloner
Notary Public

My Commission Expires: 8/28/20
Print Notary Public's Name: Melanie Chaloner
Qualified in the Commonwealth of Massachusetts



RIVER VILLAGE CONDOMINIUM

SCHEDULE A

LEGAL DESCRIPTION OF LAND

Lot C, Lot D1 and Lot D2 on plans dated December 19, 1958, and filed as numbers 6 and 7 of 1959 in Plan Book 206, all as filed with the Norfolk Registry of Deeds, Norfolk County, Massachusetts, being a portion of the property acquired by E & C Realty Corp. by deed from Emerson & Cumming, Inc. dated February 2, 1995, and recorded in the Norfolk Registry of Deeds in Book 10818, Page 610 and being the same premises acquired by River Village, LLC by deed of M & K Realty Corp. recorded Norfolk Registry of Deeds on June 2004 in Book 21121, Page 357 and as acquired by New River Village, LLC by Deed of River Village, LLC dated November 21, 2007 and recorded with the Norfolk Registry of Deeds in Book 25396, Page 128

As of the date of this Master Deed the Land is subject to and/or with the benefit of:

THESE ARE AS OF THE April 10, 2008 FNTIC TITLE POLICY

1. Rights of the public in Neponset Street, Walpole Street and Walpole Terrace.
2. Rights of all persons lawfully entitled in and to the flowage of the Canton River, the Mill Tail Race and the Neponset River, riparian rights and the title to any filled-in lands.
3. Taking by Commonwealth of Massachusetts, Metropolitan District Commission, for sewer and drainage purposes, dated March 26, 1931 and recorded with said Registry of Deeds in Book 1924, Page 232, as shown on Plan dated March 26, 1931 and filed as No. 191 of 1931 in Plan Book 113.
4. Grant of utility easement from John W. Wright to Edison Electric Illuminating Company dated November 12, 1919 and recorded with said Registry of Deeds in Book 1448, Page 255.
5. Taking of easement by County Commissioners for the County of Norfolk for relocation of Neponset Street, dated May 1, 1928 and recorded with said Registry of Deeds in Book 1795, Page 81.
6. Deed of way by Neponset Woolen Mills to inhabitants of the Town of Canton, dated August 25, 1937, recorded with said Registry of Deeds in Book 2158, Page 481.
7. Taking by County Commissioners for the County of Norfolk for relocation of Walpole Street, with right to slope, dated September 23, 1941, and recorded with said Registry of Deeds on October 18, 1941 in Book 2362, Page 112, and shown on Plan dated September 23, 1941, and filed as No. 789 of 1941 in Plan Book 129.

8. Taking by County Commissioners for the County of Norfolk for alteration of Neponset Street and Walpole Street, with right to slope, recorded with said Registry of Deeds on November 25, 1947 in Book 2724, Page 442, as shown on Plan dated November 25, 1947 and filed as No. 1096 of 1947 in Plan Book 143.
9. Taking of easement by Town of Canton for sewerage and drainage purposes, dated July 7, 1949, and recorded with said Registry of Deeds in Book 2841, Page 571, and shown on Plan dated May 1949, and filed as No. 734 of 1949, Book 2841, Page 571.
10. Flowage rights, purported right to maintain dam, and other matters set forth in deed from Neponset Woolen Mills to Emerson & Cuming, Inc., dated January 5, 1959 and recorded with said Registry of Deeds in Book 3695, Page 543. Rights in dam are set forth in deed from the Trustees under the Will of John William Wright to Neponset Woolen Mills, dated February 13, 1922, recorded with said Registry of Deeds, in Book 1512, Page 243.
11. Taking by Town of Canton of easements for sewerage purposes, dated October 2, 1962 and recorded with said Registry of Deeds in Book 4022, Page 133, as shown on Plan dated August 30, 1962 and filed as No. 1074 of 1962 in Book 4022, Page 133.
12. Order of Taking by Massachusetts Water Resources Authority, for sewage purposes, dated September 22, 1993, and recorded with said Registry of Deeds in Book 10113, Page 22, and shown on Plan No. 647 of 1993 in Plan Book 416.
13. Grant of Temporary and Permanent Easement by Emerson & Cuming, Inc., to Massachusetts Water Resources Authority, dated September 22, 1993, and recorded with said Registry of Deeds in Book 10163, Page 634.
14. Decision by Canton Zoning Board of Appeals (Case No. 94-86-SPA, SP-NCU), dated January 29, 1987 and recorded with said Registry of Deeds in Book 7549, Page 122.
15. Decision by Town of Canton Board of Appeals (No. 17-91-SPA) dated May 9, 1991 and recorded with said Registry of Deeds in Book 8941, Page 516.
16. Order of Conditions under Massachusetts Wetlands Protection Act, issued by Canton Conservation Commission (No. 124-365), dated August 28, 1991 and recorded with said Registry of Deeds in Book 9036, Page 477, as affected by Certificate of Compliance recorded with said Registry of Deeds in Book 21465, Page 108.
17. Decision by Town of Canton Board of Appeals on petition for site plan approval, dated February 7, 1992 and recorded with said Registry of Deeds in Book 9229, Page 343.
18. Canton Conservation Commission Order of Conditions to Massachusetts Water Resources Authority acknowledged December 16, 1992 and recorded in Book 9720, Page 446-450 relating to sewer easement taken by Instrument recorded in Book 10113, Page 22-27, as affected by Certificate of Compliance dated June 2, 1999 and recorded with said Registry in Book 13557, Page 143. (Note: Clarification of Order of Conditions recorded with said Registry of Deeds in Book 10163, Page 634 indicates

this Order relates solely to the easement areas as granted to MWRA in above referenced grant dated September 22, 1993).

19. Decision by Town of Canton Board of Appeals (No. 02-05-SPA) – recorded said Registry of Deeds in Book.22356, Page 155.
20. Order of Conditions under Massachusetts Wetlands Protection Act, issued by the Town of Canton-Conservation Commission and recorded said Registry of Deeds in Book.24189, Page 457.
21. Decision by Town of Canton Board of Appeals (No. 03-07-V) – recorded said Registry of Deeds in Book. 24625, Page 60.

RIVER VILLAGE CONDOMINIUM

SCHEDULE B

DESCRIPTION OF BUILDINGS

<u>Number of Units :</u>	fifty -six(56)
<u>Number of Stories:</u>	three (with a garage level under)
<u>Principal Materials of Construction:</u>	Wood Frame Construction, Vinyl Siding, Asphalt Shingles

RIVER VILLAGE CONDOMINIUM

Schedule C

DESCRIPTION OF UNITS AND PERCENTAGE INTERESTS

Description of the Units in the Condominium, together with their respective percentage interests in the Condominium.

<u>Unit No.</u>	<u>Address</u>	<u>Approximate Area (Sq. Ft.)</u>	<u>Percentage Interest*</u>	<u>Rooms</u>
- See attached spreadsheet to follow				

Key:

BR = Bedroom
LR = Living Room
K = Kitchen

B = Bathroom
DR = Dining Room
L = Loft

**River Village Master Deed
Schedule C**

Unit No.	Percentage Interest in Common Area	Approximate Square Footage	Rooms/Description	*The access to immediate common areas for each Unit is the common hallway and exclusive use of each Unit's exterior deck
101	1.69%	1273	2 Bedrooms/ 2 Bathrooms	
102	1.69%	1273	2 Bedrooms/ 2 Bathrooms	
103	1.78%	1270	2 Bedrooms/ 2 Bathrooms	
104	1.70%	1270	2 Bedrooms/ 2 Bathrooms	
105	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
106	1.70%	1370	2 Bedrooms/ 2 Bathrooms	
107	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
108	1.70%	1270	2 Bedrooms/ 2 Bathrooms	
109	1.78%	1270	2 Bedrooms/ 2 Bathrooms	
110	1.70%	1270	2 Bedrooms/ 2 Bathrooms	
111	1.72%	1270	2 Bedrooms/ 2 Bathrooms	
112	1.70%	1270	2 Bedrooms/ 2 Bathrooms	
113	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
114	1.70%	1270	2 Bedrooms/ 2 Bathrooms	
115	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
116	1.70%	1370	2 Bedrooms/ 2 Bathrooms	
117	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
118	1.70%	1270	2 Bedrooms/ 2 Bathrooms	
119	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
120	1.69%	1273	2 Bedrooms/ 2 Bathrooms	
121	1.84%	1270	2 Bedrooms/ 2 Bathrooms	
123	1.85%	1273	2 Bedrooms/ 2 Bathrooms	
201	1.91%	1273	2 Bedrooms/ 2 Bathrooms	
202	1.80%	1273	2 Bedrooms/ 2 Bathrooms	
203	1.89%	1270	2 Bedrooms/ 2 Bathrooms	
204	1.78%	1270	2 Bedrooms/ 2 Bathrooms	
205	1.86%	1270	2 Bedrooms/ 2 Bathrooms	
206	1.75%	1370	2 Bedrooms/ 2 Bathrooms	
207	1.89%	1270	2 Bedrooms/ 2 Bathrooms	
208	1.78%	1270	2 Bedrooms/ 2 Bathrooms	
209	1.23%	894	1 Bedroom/ 1 Bathroom	
210	1.78%	1270	2 Bedrooms/ 2 Bathrooms	
211	1.15%	840	1 Bedroom/ 1 Bathroom	
212	1.78%	1370	2 Bedrooms/ 2 Bathrooms	
213	1.15%	840	1 Bedroom/ 1 Bathroom	
214	1.80%	1270	2 Bedrooms/ 2 Bathrooms	
215	1.23%	894	1 Bedroom/ 1 Bathroom	
216	1.83%	1273	2 Bedrooms/ 2 Bathrooms	

**River Village Master Deed
Schedule C**

217	1.91%	1270	2 Bedrooms/ 2 Bathrooms	
219	1.89%	1270	2 Bedrooms/ 2 Bathrooms	
221	1.89%	1270	2 Bedrooms/ 2 Bathrooms	
223	1.94%	1273	2 Bedrooms/ 2 Bathrooms	
301	2.01%	1270	2 Bedrooms/ 2 Bathrooms	
302	1.96%	1270	2 Bedrooms/ 2 Bathrooms	
303	1.96%	1270	2 Bedrooms/ 2 Bathrooms	
304	1.91%	1370	2 Bedrooms/ 2 Bathrooms	
305	1.96%	1270	2 Bedrooms/ 2 Bathrooms	
306	1.91%	1270	2 Bedrooms/ 2 Bathrooms	
307	1.88%	1270	2 Bedrooms/ 2 Bathrooms	
308	1.96%	1270	2 Bedrooms/ 2 Bathrooms	
309	1.91%	1270	2 Bedrooms/ 2 Bathrooms	
310	1.91%	1270	2 Bedrooms/ 2 Bathrooms	
311	1.89%	1370	2 Bedrooms/ 2 Bathrooms	
312	1.88%	1270	2 Bedrooms/ 2 Bathrooms	
313	1.96%	1270	2 Bedrooms/ 2 Bathrooms	
314	2.01%	1270	2 Bedrooms/ 2 Bathrooms	
Total	100.00%			

RIVER VILLAGE CONDOMINIUM

SCHEDULE D

SATELLITE AND ANTENNA RESTRICTIONS

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

3. If a Reception Antenna is installed in a limited common area or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area. In no event may Reception Antennas be installed on roofs, lawns or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

5. Transmission Antennas are prohibited except for those defined in Section 1(a).

6. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. This Restriction may be amended from time to time as deemed necessary.

RIVER VILLAGE CONDOMINIUM

SCHEDULE D-1

NOTIFICATION AND APPROVAL FORM
FOR THE INSTALLATION OF DBS SATELLITE DISH,
MMDS ANTENNA OR TV ANTENNA

NOTE: This form is required to be completed and returned five (5) days prior to the installation of an antenna in order for the Trustees to review the proposed installation method to attempt to ensure the safety of all residents and unit owners.

TO:

FROM: Owner's Name: _____
Mailing Address: _____
Phone (home): _____
Phone (work): _____
Unit Address: _____
Email Address: _____

Type of proposed satellite dish or antenna (check any that apply)

- DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)
- MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
- Television antenna

Installation will include a mast: no yes

If yes, insert total length or height of mast: feet.
(Note: mast may not exceed 12 feet.)

Installation will be done by: resident licensed contractor

If by a licensed contractor, please fill in the information below:

Name: _____
Address: _____
Tel. No.: _____
Insurance Agent: _____
Email Address: _____

A copy of the contractor's license and certificate of insurance naming River Village Condominium Trust and its managing agent as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the location of the dish or antenna and attach a diagram or drawing of the location of the antenna.

Will the installation and the location of the dish or antenna comply with the Association's regulations?

yes

no

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Association's Restrictions with respect to the installation, operation and maintenance of dishes and antennas.

Signature: _____

Date: _____