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**WENHAM PINES CONDOMINIUM
WENHAM, MASSACHUSETTS**

MASTER DEED

DATED: _____, 2018

WENHAM PINES, LLC, a Massachusetts limited liability company (the “Declarant”), having an address of Six Kimball Lane, Suite 300, Lynnfield, MA 01940, being the owner of the land with the improvements thereon located off Main Street on Pine Hill Road, Town of Wenham, Essex County, Massachusetts, as more particularly described in Exhibit A attached hereto, does hereby, by duly executing and recording this Master Deed, submit said land, including the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto except such rights and interests reserved by and to the Declarant hereunder (collectively, the “Property”), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts (as amended, “Chapter 183A”). The Declarant proposes to create, 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, hereby declares and provides as follows:

1.0 Name of the Condominium.

The name of the condominium created hereby shall be “WENHAM PINES CONDOMINIUM” (hereinafter sometimes referred to as the "Condominium"). The street address of the Condominium and the units thereof shall be as set forth in Exhibit B attached hereto.

2.0 Condominium Trust.

The name of the Trust that has been formed and through which the owners of residential dwellings (each one a "Unit Owner," and, collectively, the "Unit Owners") will manage and regulate the Condominium is the “WENHAM PINES CONDOMINIUM TRUST”,

established under Declaration of Trust of even date herewith (the "Condominium Trust"), to be recorded with the Essex South District Registry of Deeds (the "Registry of Deeds") herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of the Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium Trust shall be the same percentage interest as the Unit's proportionate interest in the Common Areas and Facilities as defined in Section 8 below and established by this Master Deed.

Pursuant to Section 3.1 of the Condominium Trust, the Trustees (the "Trustees") shall be appointed by the Declarant and shall serve until the date (the "Transition Date") that is the earlier of (i) the date that the last Unit in the Condominium is conveyed by the Declarant to a third-party purchaser; or (ii) three (3) years from the recording of this Master Deed. The name and address of the initial Trustee of the Trust shall be _____, LLC. The Trustee has enacted Bylaws (the "Bylaws"), which are incorporated into the Condominium Trust recorded herewith, together with Rules and Regulations (the "Rules and Regulations").

3.0 Description of the Land; Encumbrances.

3.1 The Land. A description of the land of the Condominium (hereinafter, the "Land") is contained in Exhibit A attached hereto and incorporated herein. The Land is subject to and has the benefit of such rights, easements, restrictions and encumbrances as are of record and in force and as set forth more particularly in Exhibit A-1 attached hereto (the "Record Encumbrances"), the Permits and Approvals referenced in Section 3.2 below, and the other rights and easements established herein. The Land is additionally subject to such rights and easements as may hereinafter be reserved by the Declarant, which later rights 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 Building(s) and other improvements constituting "Phase I" of the Condominium, are shown on the Site Plan entitled "Wenham Pines Condominium, Condominium Site Plan of Land located in Wenham, MA" prepared by Hancock Associates, dated _____, 2018 (the "Site Plan").

The Land and the Condominium are to be developed in a number of phases. The Land initially included in the Condominium is described in Exhibit A. The Declarant hereby further reserves the right to add one or more parcels of additional land (the "Additional Land Parcels"), at its election to the Condominium in the future. Such Additional Land Parcels are described in Exhibit A-2 attached hereto.

3.2 Permits and Approvals. The use of the Property shall be subject to all conditions and restrictions contained within (i) the Special Permit and Site Plan Approval Decision of the Wenham Planning Board dated March 9, 2017 and recorded with the Registry of Deeds in Book_____, Page ____ (as the same may from time to time be amended, the "Special Permit"), which, among other things, requires compliance with the Stormwater Operation and Maintenance Plan and requires the roadway, the Drainage System, and the Sewage Disposal System be maintained permanently by the Condominium Trust, and (ii) the Order of Conditions issued by the Wenham Conservation Commission as MassDEP File #326-0359, dated March 27, 2017 and recorded with the Registry of

Deeds in Book ____, Page ____ (as the same may from time to time be amended, the “Order of Conditions”); and (iii) all other permits and approvals issued by the Town of Wenham Historic Commission, Board of Health and Board of Selectmen with respect to the Land or the Condominium; (iv) the Conservation Restriction described in Section 3.3 below; (v) the Age Restriction described in Section ____ below; and (vi) that certain Regulatory Agreement between the Declarant, the Town of Wenham and the Commonwealth of Massachusetts Department of Housing and Community Development to be recorded with the Registry of Deeds herewith. All of the foregoing (i) – (vi) are collectively referred to herein as the “Permits and Approvals”. Notwithstanding anything to the contrary contained herein or in the Condominium Trust, no amendment to this Master Deed or the Condominium Trust which purports to modify, abridge, delete or otherwise affect any condition or restriction imposed by the Town of Wenham or any other permitting authorities that are parties to the Permits and Approvals shall not be of any force or effect absent the approval of such amendment by the relevant permitting authority.

- 3.3 Open Space Parcels. In accordance with the terms of the Special Permit, the Town of Wenham has been granted a perpetual Conservation Restriction dated ____, 2017 by the Declarant and the Trustees of The Flynn Family Enterprises Irrevocable Trust, u/d/t dated October 23, 2003, recorded with the Registry in Book ____, Page ____ (the “Conservation Restriction”), whereby all the parcels of land designated as “Open Space” on the Site Plan (excluding, however, those portions designated in the Conservation Restriction as “Reserved Areas”, the “Open Space Parcels”) (as the Site Plan may be amended in connection with the inclusion of the Additional Land Parcels in the Condominium), shall be and hereby are included within the Common Areas and Facilities as permanently restricted, recreational open space. The Open Space Parcels shall be maintained by the Declarant and by the Condominium Trust in the condition set forth in the Conservation Restriction, excluding only (i) temporary and incidental disturbances related to the construction of the Condominium Improvements, including the Buildings described in Section 4.0 below and the Common Areas and Facilities described in Section 6.1 below all within the Reserved Areas, and (ii) mowing, seasonal pruning and trimming and other land maintenance activities provided for in the Landscape Management Plan approved from time to time by the Town of Wenham under the Order of Conditions and the Special Permit, and in accordance with the terms of the Conservation Restriction.
- 3.4 Declarant’s Reserved Rights. The Land is subject to the matters set forth herein and to the Reserved Rights described more particularly in Section 10 below.

4.0 Description of the Buildings.

The Buildings located on the Land comprising Phase I of the Condominium (the “Phase I Buildings”) are described in Exhibit B attached hereto, including the number of stories, number of Units and principal materials of construction. The locations of the Phase I Buildings are shown on the Site Plan. The Phase I Buildings, together with any building or portion thereof later added to the Condominium, are hereinafter collectively referred to as the “Building” or “Buildings.” Each Building contains two (2) Units.

5.0 Descriptions and Boundaries of the Units.

The Units, their respective boundaries and the appurtenances thereof are as hereinafter described.

5.1. Types of Units. The Condominium is proposed to include the following types of Units:

(A) Townhome Units: These Units will be located in newly constructed duplex buildings. Each Townhome Unit will include two (2) floors of living space and have a full basement and an attached two-car garage. Each Unit will also have the exclusive use of an exterior ground level patio area.

(B) Farmhouse Units: There will be two (2) Units located in the pre-existing farmhouse on the site. These Units will each contain one floor of living space, with Exclusive Use Areas in the basement for storage. Each Unit will also be conveyed with the exclusive use of one (1) parking space in an adjacent common garage structure (the "Farmhouse Garage Building"). The Farmhouse Units will be subject to a permanent affordability restriction as provided in Section 9.7 below.

5.2. Phase I Units. Phase I of the Condominium is comprised of _____ (__) Building(s) and _____ (__) Units. Each Unit includes a full basement and a two-car garage. Guest parking for each Unit is located in the driveways leading to the garage.

The locations of the Units, together with their approximate areas, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C attached hereto. The Units are depicted on the Floor Plans to be recorded with the Registry of Deeds herewith (the "Floor Plans"). Collectively, the Floor Plans and the Site Plan are referred to as the "Condominium Plans."

5.3 Boundaries of the Units. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- (i) Floors: The plane of the upper surface of the basement slab or subflooring in the lowest floor, if the Unit consists of more than one floor.
- (ii) Roof: The plane of the lower surface of the ceiling joists or strapping, if there be any, above the upper-most floor of the Unit, or the plane of the lower surface of the joists on any porch.
- (iii) Interior Walls: The plane of the exterior surface of the wall studs facing the Unit. Each Unit excludes the firewall and/or party wall between Units.
- (iv) Exterior Doors and Windows: As to doors, the exterior surface of the doors in their entirety, including the frames, storm and screen doors but

excluding the exterior molding or trim, if any. As to windows, the exterior surfaces of all windows in their entirety, including the frames, mullions, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any.

5.4 Appurtenances to Units; Limited Common Areas. Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use (i) the Common Areas and Facilities, as described in Section 6 hereof, in common with the other Units in the Condominium, and (ii) the following “Exclusive Use Areas” which are reserved as exclusive easements for the use of the Units to which they appertain (such areas are referred to collectively herein as “Limited Common Area”):

- (A) the driveway leading to the garage portion of the Unit or, in the case of the Farmhouse Units, to the space in the Farmhouse Garage assigned to such Unit;
- (B) any exterior porch, patio, deck or balcony affixed to or leading from the Unit, and any attic (finished or unfinished) which is directly accessible from the Unit;
- (C) any doorbell or exterior lights serving the Unit;
- (D) any garage space in the Farmhouse Garage or exterior parking space assigned by the Declarant to a particular Unit Owner in the Farmhouse Building;
- (E) any basement storage space assigned by the Declarant to a particular Unit in the Farmhouse Building;
- (F) air conditioning condensers and pads serving only one Unit, as well as pipes, wires, chimneys and flues, sprinkler or other fire-suppression or fire detection systems (if any) 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 that Unit; and
- (G) the outdoor areas immediately adjacent to each Unit and depicted as “Exclusive Use Yard” on the Condominium Site Plan.

(i) Upon the request of a Unit Owner, the Trustees shall have the power, and each Unit Owner by acceptance of its unit deed agrees and consents to the Trustees having the power, to allow or disallow the Unit Owner to make certain modifications to the rear portion of each Exclusive Use Yard including, but not limited to the planting and maintenance of garden areas, shrubs, trees or plantings and/or the installation of invisible fencing for pets. Such approval shall be in writing and may be granted or withheld in the sole discretion of the Trustees.

(ii) If approval is granted for such improvements to the Exclusive Use Yard, such approval shall be on such conditions as the Trustees determine and all work shall be done in a good and workmanlike manner using first class

materials, free from defects. The Board shall have the right in its sole discretion to deny approval to any Unit Owner for any reason, including but not limited to aesthetic reasons, the potential for blocking the view of a neighboring Unit Owner, or for any other reason which the Board may determine. Once approval has been granted, the Unit Owner shall be responsible for all maintenance, repair and replacement of all items and improvements contained within the Exclusive Use Yard. The Unit Owner shall also be responsible for insuring for liability purposes and for property damage purposes all modifications made to the Exclusive Use Yard.

The Limited Common Areas shall be subject to the restrictions set forth in Section 9 hereof and to the reserved rights and easements set forth in Sections 10 and 11 hereof.

6.0 Description of the Common Areas and Facilities.

The “Common Areas and Facilities” of the Condominium shall mean and consist of the entire Property, including the Land and all parts of the Buildings and improvements thereon other than the Units and, include without limitation, the following:

- (A) The Land described in Exhibit A, including all improvements located thereon (as well as any land described in Exhibit A-2 but only at such subsequent time as the Declarant elects to add such land to the Condominium), 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. Until such time that all of the Additional Land Parcels are added to the Condominium, the Land expressly includes, the right and easement to use those portions of the private way known as Pine Hill Road whether or not the same is located on the Land.
- (B) The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior walls, floors and roofs not included as part of the Units, and the common walls within each Building.
- (C) All conduits, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Buildings contributing to the structure or support thereof or for common usage, and all such facilities contained within any Unit, which serve parts of the Building(s) other than the Unit within which such facilities are contained.
- (D) All installations for central and/or common services such as power, light, oil, gas, hot and cold water, heating, fire alarms, street lights, mail stations, signage, air conditioning, and irrigation, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit).
- (E) Exterior lighting devices and all wires and poles relating to same.
- (F) Exterior parking spaces, if any, not located in garages or in driveways serving garages. The Declarant reserves the right (but not the obligation) to create and designate exterior parking spaces from time to time for use by sales personnel and visitors. Exterior

parking spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners, their tenants and their guests, subject to and in accordance with the Condominium Trust and any Rules and Regulations promulgated thereunder.

(G) The roadways, driveways, parking areas, yards, lawns, gardens and walkways comprising the Condominium Land, subject to all exclusive use rights granted herein, together with any improvements thereon including, without limitation, all fences, walls, benches, and mailboxes serving the same, if any.

(H) The Open Space Parcels; the Open Space Parcels include certain walkways and paths reserved for the common recreational use of the Unit Owners, subject to the use restrictions contained in the Conservation Restriction.

(I) The storm water drainage system serving the Condominium (the "Drainage System"). "Drainage System" shall mean and include the detention basins, catch basins, storm water drainage structures, pipes and appurtenances required for storm water management for the Condominium. The Trustees shall have the right at any time and from time to time, to change the location of any portion of the Drainage System (provided such relocation is within the Reserved Areas), and shall have an easement to go in, upon, over and under all parts of the Reserved Areas of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units) in order to fulfill their responsibilities with respect to the operation, use, maintenance, repair and replacement of the Drainage System in accordance with the provisions of the Condominium Trust and the Special Permit and Order of Conditions.

(J) The on-site subsurface sewage disposal system as defined by 310 CMR 15.000 (the "Sewage Disposal System"), including without limitation the leaching areas to be constructed on the Reserved Areas, together with all pipes, conduits, controls, ducts, plumbing, cables, tanks, pump stations, equipment and other facilities for the furnishing of on-site subsurface sewage disposal service. The Sewage Disposal System shall serve the Condominium, including all Land, Buildings and Units and improvements added to the Condominium from time to time as future phases or otherwise. The Condominium Trust shall have the right at any time and from time to time, to change the location of any portion of the Sewage Disposal System (provided such relocation is within the Reserved Areas), and shall have an easement to go in, upon, over and under all parts of the Reserved Areas of the Condominium (including but not limited to the Units and any Exclusive Use Areas) in order to fulfill their responsibilities with respect to the operation, use, maintenance, repair and replacement of the Sewage Disposal System in accordance with the provisions of the Condominium Trust and the Permits and Approvals.

(K) The Limited Common Areas located outside the Units' boundaries, subject to the Unit Owners' exclusive rights to the use thereof and obligations thereon as provided herein and in the Condominium Trust;

(L) All other portions of the Property or the Buildings that do not constitute Units.

(M) Any other items delineated as such in Chapter 183A and located on the Property.

7.0 Maintenance Obligations; Modifications to Units.

7.1 Condominium Trust Obligations. Except as otherwise specifically set forth in this Master Deed or the Condominium Trust, the Trustees shall be responsible for maintaining, operating, repairing and replacing the Common Areas and Facilities so as to keep the same in good, safe, and operable condition and shall assess all costs and expenses thereof among Unit Owners in accordance with each Unit Owner's Undivided Interest in the Common Areas and Facilities. Without limiting the generality of the foregoing, the Trustees shall be charged with the performance of the following specific maintenance responsibilities, all in accordance with the Condominium Trust and the Permits and Approvals:

(A) The private way known as Pine Hill Road shall be maintained as a private way and the Trustees shall be responsible for the payment and performance of all maintenance, repairs, replacement, snow removal, street-sweeping and signage associated with the maintenance of Pine Hill Road, and the costs and reserves therefore shall be maintained as part of the Condominium budget.

(B) The Trustees shall operate, inspect and regularly maintain the Drainage System and the Sewage Disposal System in accordance with the operation and maintenance plans on file with the Town of Wenham Planning Board, Conservation Commission, and Board of Health, all of which are attached to, and incorporated in, the Rules and Regulations for the Condominium. A schedule of the Trustees' required inspection and maintenance obligations with respect to the foregoing matters is attached as an exhibit to the Condominium Trust.

(C) The Trustees shall be responsible for the maintenance and preservation of the Open Space Parcels in accordance with the restrictions imposed by this Master Deed and by the Conservation Restriction, and in accordance with the limitations in Order of Conditions. Such responsibilities shall include, without limitation, all responsibilities for the payment of any costs and expenses associated with inspections and other compliance activities required by the Town of Wenham Conservation Commission in connection with the foregoing items.

(D) The Trustees shall be responsible for installing and maintaining in a healthy condition all landscaping within the areas of the Condominium referred to as the Common Areas and Facilities and in compliance with the Permits and Approvals.

7.2 Unit Owner Obligations.

(A) Driveway Areas; Parking. Each Building is served by a separate paved driveway which serves both of the Units in the Building. The driveway and any parking areas thereon may be occupied by validly registered, private, noncommercial passenger vehicles only, and may not be used for vehicle storage. The term "private noncommercial vehicles" as used in the immediately preceding sentence shall include automobiles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle bears

"Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. The driveways shall not be used for any activities which interfere with the ability of the Unit Owner(s) in the Building to safely use the driveways for pedestrian and vehicular access to and from their respective garages, and for parking and turning purposes related thereto.

(B) Garages. Each Unit owner shall be affirmatively responsible for the interior maintenance and repair of the garage located within their respective Unit or, in the case of the Farmhouse Units, appurtenant to their Unit. Garage areas may only be utilized for motor vehicle and related storage, and all garage doors shall generally be kept closed when not in use.

(C) Patios, Front Entry Stoops, Balconies, Decks, Porches. If a patio, front entry stoop, balcony, deck and/or porch, or bulkhead is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owner of the Unit to which the same are attached, in accordance with Section 5.4 above. Each Unit Owner shall be affirmatively responsible for cleaning and maintaining any such item that is attached to their Unit. All other maintenance, repair and replacement of these items shall be performed by the Trustees upon the initiative of the Condominium Trust, but at the expense of the owner of the Unit served by such an item which is the subject of any such maintenance, repair or replacement.

(D) Exterior Doors and Windows. Exterior doors and windows shall be the property of the owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any exterior facing doors or windows without the approval of the Trustees, and provided further that the cleaning and repair of the exterior windows and doors (including garage doors) shall be the responsibility of the Trustees. Notwithstanding the foregoing, in the event of a casualty loss or an upgrade to all of the Units, exterior windows and doors (including garage doors) replacement shall be the responsibility of the Condominium, and covered by the Condominium insurance.

7.3 Modification of Units.

(A) The owner of any Unit may, at his sole cost and expense, at any time, make any non-structural changes or modifications of the interior of such Unit that are not visible from the exterior, subject to the provisions of this Section 7.3 and Section 9.4 below.

(B) No structural change shall be made to any Unit without the prior written approval of the Trustees and shall be subject to the limitations set forth herein and to the boundary limitations set forth above. Any and all work with respect to such modifications shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Wenham, if required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees. Such approval shall be in accordance with the terms and provisions of the Condominium Trust and Bylaws, including the Rules and Regulations promulgated thereunder, and shall be aesthetically consistent with the

character of the Condominium. Such approval shall not be unreasonably withheld or delayed. Such modifications to the Unit are limited to those which would be appurtenant to a single family use as provided in the Town of Wenham Zoning Bylaws and the Permits and Approvals. In connection with any request for approval of proposed modifications, the Trustees may engage, as they deem necessary, an architect and/or engineer to review the plans proposed by the Unit Owner and such architect's or engineer's fees shall be paid by the requesting Unit Owner. If the Trustees determine that the plans are consistent with the structural integrity and/or design character of the Condominium, the Trustees may approve the plans with such reasonable conditions as they deem necessary.

(C) Any exterior door, exterior door frame, window and window frame being replaced by the Unit Owner shall be of the same design and at least as good quality as the original item. The exterior door, exterior door frame and window frame shall be maintained in good and whole condition by the Unit Owner and shall be painted the same color as the original item. This requirement may only be varied by a vote of the Trustees.

(D) Unit owners may not modify their units in a manner that would increase the number of bedrooms within the unit, as that term is defined at 310 CMR 15.002.

(E) All contractors performing work in the Units shall be properly licensed and insured and, upon request of the Trustees, shall furnish evidence of the same. In the case of improvements to any Unit costing in excess of \$10,000, the Condominium Trust shall be named as an additional insured under such contractor's general liability policy and the Trustees shall be provided with a certificate of insurance evidencing the same prior to the commencement of work.

8.0 Undivided Interest in Common Areas and Facilities.

Each Unit Owner shall have a percentage ownership interest in the Common Areas and Facilities in the percentages as specified in Exhibit C (each an "Undivided Interest"). The Undivided Interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed.

9.0 Use Restrictions.

The Common Areas and Facilities and all Units shall be subject to, and comply with the terms, conditions, restrictions, provisions and limitations imposed by this Master Deed, the Condominium Trust, and the Record Encumbrances. Subject to the foregoing, unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units and the Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Condominium Trust, be restricted as follows, to the extent permitted by law:

9.1 Age Restriction.

(A) As set forth more particularly in the Age Restriction, each Unit shall be owned and occupied by at least one person who is age fifty-five (55) or older (referred to as a “Qualified Occupant”). No Unit shall be occupied by any persons under the age of eighteen (18), except that persons under the age of eighteen (18) shall be permitted as visitors to a Unit on a temporary basis not to exceed three (3) months in any nine (9) month period. Temporary Absence from a Unit by the person over the age of fifty-five (55) due to vacation, travel, or illness shall not violate this restriction. As used herein, “Temporary Absence” means being away from the Unit for not longer than sixty (60) days at a time or ninety (90) days in the aggregate in any calendar year. In the event of the death of the Qualified Occupant of a Unit, or the foreclosure or involuntary transfer of a Unit, a one year exemption shall be allowed for the transfer of the Unit to another transferee or purchaser who has attained the age of fifty-five (55), provided, however, that in the event of the death of a spouse, the exemption shall be two (2) years. There is no right of first refusal or other restriction upon the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit, except that at least one transferee or purchaser must have attained the age of fifty-five (55). For the purposes of this paragraph, “owned” shall mean legal and equitable title. Notwithstanding anything contained herein to the contrary, this restriction is perpetual and may not be waived by the Trustees. Nothing in this Age Restriction shall be deemed to require that a Unit be continuously occupied year-round or for any minimum portion of a calendar year. However, during such times as a Unit is occupied, the owner or occupant over the age of fifty-five (55) shall not be absent from the unit for longer than the above described periods of “Temporary Absence”.

(B) The Declarant intends that the Condominium be occupied by persons fifty-five (55) years of age or older, and that except for the one-year or two-year exemption in the limited circumstances set forth in paragraph (A) above, in no event shall less than one hundred percent (100%) of the occupied Units be occupied by at least one person who is fifty-five (55) years of age or older. The Trustees shall publish and adhere to policies and procedures that demonstrate the intent to adhere to the provisions set out in 42 USC Section 3607(b) (2) (c), as amended and the rules issued by the United States Secretary of Housing and Urban Development or its successor. To the extent that any provisions contained herein are inconsistent with any statute or regulation, state and federal law shall apply.

(C) The Trustees shall between July 1st and September 1st of each year conduct a survey of all Units to determine whether a Qualified Occupant resides in each Unit. The Trustees shall, by September 15th of each year send a copy of this report to the Planning Department for the Town of Wenham.

(D) It shall be a condition precedent to any conveyance, rental or lease of a Unit that the seller or Owner thereof shall verify the ages of the prospective purchaser, or tenant by requiring such prospective purchaser or tenant to produce an affidavit, executed before a notary public under pains and penalties of perjury that such purchaser, tenant or lessee has attained the age of fifty-five (55) , and a birth certificate, passport, driver’s license, or other documentation that will offer reliable evidence of such persons’ age (collectively, the “Age Documentation”). The Age Documentation shall be submitted by the seller or Unit Owner to the Trustees not less than fifteen (15) days prior to the proposed

conveyance, lease or rental. It shall be the duty of the Trustees to review the Age Documentation. If the Trustees in good faith doubt the veracity of the Age Documentation, the Trustees shall have the right to require the owner of the Unit in question to obtain additional documentation from such Unit Owner's prospective purchaser or tenant, at the expense of such Unit Owner. If the Age Documentation appears to be in order and to establish that at least one of the prospective purchasers or tenants has attained the age of fifty-five (55) years, the Trustees shall be entitled to rely thereon and shall not be obligated to conduct an investigation to verify that such purchaser or tenant has attained the age of fifty-five (55) years, nor to require additional documentation.

(E) The age restriction of the Condominium is for the benefit of the Condominium as a whole, the individual Unit owners and the Town of Wenham, and may be enforced by the Trustees, by separate Unit owners if the Trustees fail to take appropriate action within sixty (60) days after being requested to do so in writing by a Unit owner (provided such action is warranted) or by the Town of Wenham. The Trustees or Unit owner(s) seeking to enforce this restriction and/or the Town may obtain temporary restraining orders, injunctions and other equitable and legal relief. The Owner of any Unit that is in violation of this age restriction shall reimburse the Trustees and/or Unit owner(s) or Town for the costs of enforcing this age restriction, including but not limited to attorneys' reasonable fees, court costs, expert witness fees and depositions. No Unit Owner shall be liable for any breach of the provisions of the above paragraphs, except as occur during his or her ownership.

(F) In the event of a conflict between the Age Restriction and the restrictions set forth herein, the Age Restriction shall control. The Age Restriction shall run with and bind each Unit in perpetuity and shall not be affected by the foreclosure or deed given in lieu of foreclosure for any Unit.

(G) In no event shall the terms of this Section be amended without the prior written consent of the Town of Wenham and in no event shall the Age Restriction and the terms of this Section be terminated without the approval of Wenham Town Meeting.

9.2 Residential Use. No Unit shall be used for any purpose other than residential housing for one family or no more than (3) unrelated individuals. Notwithstanding the foregoing, the Trustees may, in their absolute discretion, grant written permission for a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant, insurance agent or like professional person residing in a Unit to maintain therein a home office for professional use, provided that no employees, patients, customers, clients or persons other than said resident of the Unit shall visit the Unit or engage in any such activity therein, and no such home-office shall be advertised, held out or used as a place of service to such customers, clients, patients or other persons.

9.3 Tenants; Leasing. The Trustees desire to maintain the Condominium as an age-restricted, owner-occupied residential community. No Unit may be leased, rented or let unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of no less than twelve (12) months; and provided further that:

(a) a copy of said agreement is provided to the Trustees or its managing agent prior to the occupancy thereunder; (b) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Condominium Trust, the Bylaws, and the Rules and Regulations promulgated pursuant thereto copies of which the Trustees shall provide to the occupants upon such reasonable fee as the Trustees determine; (c) it shall be deemed during the period of occupancy that the Unit Owner has appointed and constituted the Trustees as the Unit Owner's attorney-in-fact so that in the event of a failure by the tenant or occupant to comply with all respects of this Master Deed, the Condominium Trust, the Bylaws, and the Rules and Regulations promulgated pursuant thereto, then the Trustees shall have the right to seek, at the Unit Owner's expense, the eviction, equitable relief and/or damages of and/or from such occupants upon any such breach or violation, provided that the Trustees first give the Unit Owner notice of said breach or violation and reasonable period to affect a cure; (d) the letting is for the entire Unit; (e) no subletting is permitted; (f) in no event shall it be deemed that a landlord/tenant relationship exists between the Trustees and the occupant, and (e) there shall be strict compliance with the Age Restriction. In addition to the foregoing, the Trustees reserve the right to restrict the number of rentals at any one time to no more than two (2) of the Units, or such lower number as may be required by any so-called secondary mortgage market source. Landlords shall be required to provide the Trustees with a copy of the lease for a Unit, a certificate signed under the pains and penalties of perjury by the Unit owner and the tenant confirming compliance with the Age Restriction, and to otherwise abide by the Rules and Regulations regarding leases, as the same are amended from time to time by the Trustees.

If during the course of occupancy, a tenant demonstrates a disregard for the provisions of this Master Deed, the Condominium Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereafter be precluded from extending the tenancy of such occupant beyond the original lease term.

- 9.4 Preservation of Architectural Integrity. The architectural integrity of the Buildings and the Units shall be preserved and to that end: no balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration, spot lights or other feature shall be erected, applied to, or placed upon or attached to or hung from any Unit or any part thereof, on the Buildings or upon any other Common Areas and Facilities; no addition to or change or replacement, other than routine maintenance, of any exterior light, door knocker or other exterior hardware shall be made; and no sign, painting, attaching of decalomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, including the display of "For Sale", "For Rent" or other signage, without, in each instance, the express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate their Unit as they 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 Buildings, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. 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 any Building nor overload any Building's systems and provided further, that (a) reasonable advance notice thereof is given to the Trustees; (b) all reasonable and necessary documents in amendment of the Master Deed and all plans to be filed therewith are provided in advance to the satisfaction of the Trustees, such amendment requiring no consents other than the Trustees' consent; (c) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (d) any contractor(s) performing such work shall be adequately licensed and insured and shall provide evidence to the Trustees of same prior to the commencement of any work, and (e) all other conditions as may be reasonably imposed by the Trustees are satisfied, including without limitation any conditions imposed under Section 7.3 above.

- 9.5 Pets. No pets other than common domestic animals shall be kept in any Unit. Common domestic animals shall include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish and hamsters (if properly caged). It shall be permissible for Unit Owners (but not tenants) to keep up to two (2) cats and two (2) dogs without the prior written consent of the Trustees. Additional pets may be kept in the Units following consent by the Trustees and provided that such pets do not create a nuisance or unreasonable disturbance or noise to any other Unit Owner or occupant of the Condominium. No reptiles or "exotic" animals shall be kept in any Unit. All Trustee approval pursuant to this section shall be subject to (a) the Rules and Regulations adopted by the Trustees; (b) rules and regulations of the applicable municipality; and (c) the right of the Trustees to remove from the Unit or the Common Areas and Facilities upon three (3) days' written notice of any pet causing or creating a nuisance or unreasonable disturbance or noise. Upon petition by any Unit Owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only Unit Owners may petition the Trustees for variance of these restrictions.
- 9.6 Compliance with Permits and Approvals. The use of the Property shall be subject to all conditions and restrictions contained within the Permit and Approvals described in Section 3.3 above. The Declarant until the Transition Date, and thereafter the Trustees, shall pay for, and perform, all obligations required under the Special Permit and Order of Conditions, including without limitation the annual maintenance and inspection of the Drainage System and the maintenance of the Common Drive.
- 9.7 Inclusionary Housing. Pursuant to the provisions of the Special Permit and Town of Wenham Zoning Bylaw, the two (2) Units in the Farmhouse Building shall qualify as affordable pursuant to the Regulatory Agreement (the "Regulatory Agreement") between the Declarant and the Town of Wenham recorded to herewith. Pursuant to the Regulatory Agreement, an Affordable Deed Rider must be affixed to each deed of an Affordable Unit.
- 9.8 Other Use Restrictions.

(A) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Bylaws, the applicable 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.

(B) No Unit shall be maintained at an ambient temperature of less than fifty-five (55°) degrees Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building(s).

(C) The owners of any Unit may at any time and from time to time modify, remove and install walls lying wholly within each Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Trustees and only if all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities for such work.

(D) 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. No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust, the Bylaws, and the Rules and Regulations of the Condominium adopted pursuant to the Bylaws.

(E) No alteration, addition or change to any part of the Common Areas and Facilities or Limited Common Areas may be made and no structure or other improvement (including landscaping structures) may be built or placed on any portion of the Common Areas and Facilities or Limited Common Areas without the written approval of the Trustees. The provisions of this paragraph shall not apply to the Declarant.

(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. No unlawful, improper, or offensive 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 Areas and Facilities shall be eliminated by the Trustees, except as may be otherwise provided for herein or in the Trust.

(G) No use of the Common Areas and Facilities 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. No Unit Owner shall place or cause to be placed in or on any of the Common Areas and Facilities, other than the Limited Common Areas and to which such Unit Owner has exclusive rights, any furniture,

packages, or objects of any kind without the written consent of the Trustees, nor shall any such area be utilized for other than its intended purpose.

(H) The Shared Septic System Facility on the Premises has been designed to support a finite number of Units and bedrooms. No bedrooms may be added to any Unit, other than by the Declarant, without prior written permission from the Declarant and the Wenham Board of Health.

10.0 Declarant's Reserved Rights; Phasing.

The Declarant reserves the right to itself, and its successors and assigns, the following rights with respect to the development and marketing of the Condominium and the sale of its Units:

10.1 Declarant's Reserved Rights to Construct and Add Additional Phases.

(A) Notwithstanding anything contained herein to the contrary, the Declarant reserves for itself and its successors in title, without the consent of any Unit Owner or mortgagee, the right within the period of twenty (20) years from the date of this Master Deed is recorded to expand the Condominium to add all or any portion of the Additional Land Parcels described in Schedule A-2. The Land and the Additional Land Parcels are together contemplated to consist of up to twenty-four (24) units. The Declarant and its successors and assigns reserve the right to add the Additional Land Parcels, Phases and Units, but are under no obligation to do so.

(B) Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant and its successors to vote in favor of, make, execute and file the Amendment(s) creating additional Phase(s).

(C) The Declarant shall retain ownership of the Land to be added as each Phase, and to each Building(s) and Unit(s) to be constructed until such time as the same are added to the Condominium by an Amendment to the Master Deed and such Units are sold and conveyed by the Declarant. The Declarant retains all of the rights and obligations with respect to insurance, casualty losses and condemnation except as hereinafter provided, relating to the land and new Buildings in the later Phases until the same are added to the Condominium by an Amendment to the Master Deed. For example, in the case of a casualty affecting the unfinished Building, the Declarant rather than the Trustees, shall have the right to adjust, collect and retain insurance proceeds.

(D) The Declarant reserves the right to change the type of construction, size, use, layout, architectural design and principal construction materials of future Buildings and the Units therein which are to be added to the Condominium as part of future Phases; provided, however, that any future Buildings and the Units therein shall be consistent with the quality of construction or renovation of Buildings and Units in the first Phase.

(E) The rights reserved in this Section 10 are sometimes referred to as "Development

Rights” or “Phasing Rights”.

10.2. Declarant’s Right to Amend Master Deed for Additional Phases. The following provisions shall further define the Declarant’s reserved rights to amend the Master Deed upon completion of additional Phases and certain obligations to which the Declarant must adhere:

(A) The Declarant may add future Phases, and the Additional Land Parcels, Buildings and Units therein, to the Condominium by executing and filing with the Registry of Deeds amendment(s) to this Master Deed which shall contain the following information: (1) an amended Exhibit A describing any Land being added to the Condominium; (2) an amended Exhibit B describing the Building(s) being added to the Condominium together with any Common Areas and Facilities and Limited Common Areas; (3) if the boundaries of the Units being added to the Condominium vary from those described in said Exhibit C, the definition of the Common Areas and Facilities contained in Section __ hereof shall be modified, as necessary, with respect to such Units; (4) an amended Exhibit C containing the designation, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as the new Undivided Interests for all Units in the Common Areas and Facilities of the Condominium in keeping with Section 8 hereof for the determination of percentage interests; (5) if the Limited Common Areas designated as appurtenant to the Units being added to the Condominium vary from those described herein, a description of such variations so as to identify the new or modified Limited Common Areas appurtenant to the new Units; and (6) a revised Site Plan of the Condominium showing the new Land, and Building(s), and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

Upon the filing of any such Amendment to the Master Deed so as to include such additional Phase, the Units in such Building shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(B) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the building(s) containing the Units comprising such Phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A.

(C) It is expressly understood and agreed that no such amendment(s) adding new Phases to the Condominium shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and filed with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual

knowledge that such facts are not true or that such amendment is not valid.

(D) Each Unit Owner understands and agrees that as additional Phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the Undivided Interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium shall be reduced, as the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's Undivided Interest after the addition of a new Phase, the fair value of the Unit measured as of the date of the amendment to the Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of said amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new Phase to the Condominium.

(E) Every Unit Owner by the acceptance of a deed to the Unit (either granted by Declarant or subsequent Unit Owner) hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them to the Declarant's reserved rights under this Section 10 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph.

(F) Notwithstanding the provisions of this Section to the contrary, in the event that it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new Phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of an in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

- 10.3 Reserved Construction and Development Rights Generally. The Declarant shall have all rights, licenses and easements necessary and appropriate to developing, constructing, marketing and selling the Condominium and its Units. Without limiting the generality of the foregoing and in furtherance thereof, and in furtherance of the rights provided in this Section, the Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, 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 the 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 Units and the Common Areas and Facilities, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna/cable television, water, air and all sewer and drainage pipes to serve any or all of the Buildings and/or Units and the Common Areas 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 Areas 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 that, no Unit Owner shall be denied at least one means of access to his/her/their Unit during such periods of restriction); to leave debris resulting from construction in the Common Areas 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 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 Areas and Facilities without liability for such interruption of service, provided, however, that the Declarant shall use its best 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 Owner; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or Units and the Common Areas and Facilities. 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 in the Condominium, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure on the Land and to erect and maintain signage in connection therewith.

- 10.4 The Declarant's reserved rights under this Section 10 and elsewhere in this Master Deed (collectively, the "Reserved Rights") shall be assignable and may be freely pledged and mortgaged by the Declarant. For the purposes of this Master Deed and the By-Laws, "Declarant" shall mean and refer to **Wenham Pines, LLC**, which has executed, delivered and recorded this Master Deed, and to all successors and assigns of said Declarant who come to stand in the same relation as developer of the Condominium and holder of the Reserved Rights as it did. **Wenham Pines, LLC** may transfer by a deed or other instrument of assignment the Declarant's Reserved Rights. Such Reserved Rights shall be deemed development rights as well as an interest in real estate. Any grantee or assignee of the Reserved Rights shall become the developer of the Condominium and be vested

with the exclusive benefit of all the Reserved Rights of the Declarant hereunder upon the recording of a deed or instrument of assignment or transfer of the Reserved Rights.

11. Rights Reserved to the Condominium Trustees.

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Trustees shall have the right of access to each said Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas and Facilities to: (a) inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium, and (b) grant permits, licenses and easements over the Common Areas and Facilities and Limited Common Areas for the installation and maintenance of utilities, drainage, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

12. Unit Owner's Rights and Obligations

- 12.1 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 Condominium Trust, the Bylaws, 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 Condominium Trust, the Bylaws, 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 Condominium Trust, the Bylaws, 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.
- 12.2 There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to Unit ownership.
- 12.3 Voting power shall be proportionate to the Unit Owner's Undivided Interest in the Common Areas and Facilities to which a Unit is entitled hereunder.
- 12.4 Each Unit Owner shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Trustees and such shares shall be proportionate to that Unit's Undivided Interest in the Common Areas and Facilities.

12.5 The Declarant, its successors and assigns, shall, except as expressly provided in this Master Deed, the Condominium Trust and the Bylaws, have the same rights and obligations as any other Unit Owner with respect to established, but unsold units.

13. 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 Areas and Facilities located in any of the other Units or elsewhere on the Property that serves their specific Unit and to use the common roads, walkways, and similar items for access to their Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Areas and Facilities located in such Unit and that serve other Units. 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 (where no notice is necessary), for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Areas and Facilities or adversely affecting the common expenses of the Condominium, or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other Common Areas and Facilities in any Unit or elsewhere in the Buildings, or for any other purpose permitted by this Master Deed, Condominium Trust, the Bylaws, or Rules and Regulations promulgated pursuant thereto. 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.

14. Encroachments.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building(s), or (c) repair or restoration of the Building(s) 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(s) stands.

15. Security.

The Trustees may, but shall not be obligated to, maintain or support certain activities within the Buildings or Property designed to make the Buildings safer than they might otherwise be. Notwithstanding any references herein to a security system, fire system or other system of a similar nature, neither the Declarant, the Trustees nor any successor Declarant or Trustee shall be considered insurers or guarantors of security within the Buildings, nor shall any of them be held liable for any loss, damage, injury or death by reason of failure to provide adequate security or the effectiveness of security measures undertaken.

16. Title to Units.

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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, or in the name of a corporation, limited liability company or partnership (limited or general), or in the name of a fiduciary.

17. Sale or Transfer of Units.

A Unit Owner may, subject to the restrictions of this Master Deed and the Bylaws, assign, lease, sell or otherwise transfer all of its interest in its Unit, together with: (a) the undivided interest in the Common Areas and Facilities appurtenant thereto and the exclusive right to use the Limited Common Areas appurtenant to such Unit; (b) the interest of such Unit Owner in any Units theretofore acquired by the Trust or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Condominium ((a), (b), and (c) above hereinafter collectively called the "Appurtenant Interests"), provided that, at least fourteen (14) days prior to any such assignment, lease, sale or other transfer, the Unit Owner shall submit to the Trustees a certificate signed under the pains and penalties of perjury by the Unit Owner and the transferee confirming compliance with the Age Restriction; however, a failure to submit such certifications shall not affect the validity and continued effectiveness of the Age Restriction. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party shall be deemed to provide that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, Condominium Trust, the Bylaws, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to its 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.

18. Amendment of Master Deed.

Subject to the limitation in Section 3.2 above regarding Permits and Approvals, this Master Deed may be amended upon the written consent of the Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest herein, by an instrument signed and acknowledged by a majority of the Trustees of the Trust, and duly recorded with the Registry of Deeds, provided, however, that:

- (A) All consents necessary thereto have been obtained within six (6) months of the date of signature of the first consent, and (a) any consent once given during this period may not have been revoked, and (b) in the case that a Unit is sold prior to the conclusion of this period, such consent shall bind the purchasing Unit Owner.

(B) No instrument of amendment which alters the dimensions or permitted use of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered and the same has been assented to in writing by all holders of all mortgages of record on said Unit;

(C) No instrument of amendment which alters the Undivided Interest of any Unit shall be of any force or effect unless the same is consented to by the Owners of such Unit and the same has been assented to in writing by all holders of all mortgages of record on such Unit, except as otherwise provided in Section 13 above;

(D) No instrument of amendment which alters the percentage of Undivided Interest of all Units shall have any force or effect unless consented to by all Unit Owners and their respective mortgages, except as otherwise provided in Section 13 above;

(E) No instrument of amendment directly affecting any Unit upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage (or mortgages if more than one), except as otherwise provided in Section 13 above;

(F) No instrument of amendment affecting a Unit which impairs the security of a mortgage of record upon such Unit shall be effective without the assent of all holders of such mortgages of record;

(G) 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 Chapter 183A shall be of any force or effect;

(H) No instrument that alters, modifies or otherwise affects and/or conflicts with (a) the terms of the Age Restriction and/or the Conservation Restriction, (b) any rights granted to or held by the Town of Wenham hereunder, and/or (c) any Permits and Approvals shall be effective unless the Town of Wenham consents thereto in writing, in its sole and absolute discretion.

(I) No instrument of amendment which alters or violates any of the rights reserved to the Declarant herein, or in the Bylaws-reserved, shall be of any force or effect unless the same has been assented to in writing by the Declarant. The foregoing notwithstanding, the Trustees shall have the power coupled with the interest to, by an instrument signed by a majority of their number and duly recorded with the Registry of Deeds, amend this Master Deed to (a) correct any scrivener's and/or technical error made herein, or (b) to make this Master Deed comply with Chapter 183A, and other applicable state or federal laws or regulations, or (c) to comply with rules or regulations promulgated by the Federal National Mortgage Trust (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), or any other so-called secondary mortgage market agencies; or to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions, but also to delete theretofore required provisions should such no longer be required.

19. FNMA/FHLMC Provisions.

Notwithstanding anything in this Master Deed, the Trust, the Bylaws or the Rules and Regulations promulgated pursuant thereto to the contrary, but in all events subject to any greater requirement contained in Chapter 183A and the provisions of Section 18(H) hereof, the following provisions shall govern and be applicable insofar and so long as the same are necessary to qualify mortgages on Units for sale to FNMA or FHLMC and apply for the protection of them as holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any such First Mortgagee:

(A) In the event that the Unit Owners shall amend the Master Deed or the Bylaws 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; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a Unit acquired by the First Mortgagee. 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 Bylaws.

(B) Any party who takes title to a Unit through foreclosure sale duly conducted by 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 Condominium Trust.

(C) Except as may be otherwise provided by applicable law, 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.

(D) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, in addition to any other requirements of this Master Deed, unless sixty-seven percent (67%) 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 Trust shall not be entitled to:

- (1) by any act or omission, seek to abandon or terminate the Condominium;
- (2) change the undivided interest or obligations of any individual Unit for the purpose of:
 - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (b) determining the pro rata share of ownership of each Unit in the General Common Areas and Facilities; or
- (3) partition or subdivide any Unit; or

- (4) 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 utilities or for other purposes consistent with the intended use of the Common Areas and Facilities and/or permitted by Chapter 183A shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause nor shall the designation of limited common areas as provided for in Chapter 183A; or
- (5) 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.

(F) In no event shall any provision of this Master Deed or the Bylaws 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 request made to the Trustees, or as provided by law, shall be entitled to:

- (1) 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 Bylaws which is not cured within sixty (60) days;
- (2) inspect the books and records of the Trust at all reasonable times;
- (3) receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the Trust;
- (4) receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- (5) 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;
- (6) receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

- (7) 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 Condominium Trust, the Bylaws, and the Rules and Regulations promulgated pursuant thereto.

(H) In addition to all other requirements of this Master Deed, the Condominium Trust, or the Bylaws, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments and Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest herein shall be required for the following:

- (1) 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;
- (2) the partition or subdivision of any Unit or of the Common Areas and Facilities;
- (3) a change in the Undivided Interest of any individual Unit, except as otherwise provided in Section 13 above;
- (4) to add or amend any material provisions of the Master Deed or the Bylaws which, establish, provide for, govern or regulate any of the following:
 - (a) Voting;
 - (b) Assessments, assessment liens or subordination of such liens;
 - (c) Reserves for maintenance, repair and replacement of the common areas and facilities;
 - (d) Insurance or Fidelity Bonds;
 - (e) Rights to use of the Common Areas and Facilities;
 - (f) Responsibility for maintenance and repair of the several portions of the Property;
 - (g) Expansion or contraction of the project or the addition/annexation or withdrawal of property to or from the Property;
 - (h) Boundaries of any Unit;
 - (i) The interests in the Common Areas and Facilities;

- (j) Convertibility of Units into Common Areas or of Common Areas into Units;
- (k) Leasing of Units;
- (l) 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.

Any First Mortgagee that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Section and sent by certified mail return receipt requested 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 Section, 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 the Bylaws. It is intended that the provisions of this Master Deed, the Condominium Trust, the Bylaws, and the Rules and Regulations promulgated pursuant thereto, shall, as may be necessary, comply with the requirements of the Federal National Mortgage Trust (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans and except as may otherwise specifically be provided in this Master Deed, the Condominium Trust, the Bylaws, and the Rules and Regulations promulgated pursuant thereto, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 19 may not be amended or rescinded without the written consent of all First Mortgagees with the exception of those amendments necessary to keep the Master Deed or Condominium Trust in compliance with the requirements of Chapter 183A, other state or federal law, rule and regulation, or of FNMA and FHLMC or other secondary mortgage requirements as in this Section 19 provided, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

20. Conflicting Provisions.

If any provisions of this Master Deed 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 or the Bylaws, then the following rules of construction shall be used:

- (A) In the event of a conflict between the Master Deed and Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- (B) In the event of a conflict between this Master Deed and the Condominium Trust, this Master Deed shall control;
- (C) In the event of a conflict between any numerical voting requirements for action set forth in any provision of this Master Deed or the Condominium 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 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 Bylaws, 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 Chapter 183A in accordance with the procedure therefore set forth in Section 19 of Chapter 183A, or any successor to such section, provided, however, that in no event shall this Condominium terminate unless adequate provision has been made for the maintenance of the Common Areas and Facilities, the assessment and collection of Common Expenses to pay the costs therefor, and the enforcement of the Age Restriction and the Conservation Restriction, and the Town of Wenham has approved of the same in writing at least sixty (60) days prior to any such termination, and no amendment or other modification of this Master Deed shall affect the terms hereof. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of ninety percent (90%) in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting, that the holders of mortgages of record on Units which have sixty-seven percent

(67%) or more of the Undivided Interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with said Registry of Deeds.

Notwithstanding the foregoing, the Unit Owners may not remove all or any portion of the Condominium from the provisions of said Act, or terminate the Condominium during the period that the Declarant, its successors and assigns, holds any Reserved Rights as provided herein, as said period may be duly extended, unless such is consented to by the Declarant, its successors and assigns, and any lender of the Declarant, its successors and assigns, holding a security interest on any such rights. It is confirmed by the Declarant, and (by their acceptance and recording of their "unit deeds") all Unit Owners (and their mortgagees) that the Reserved Rights are a real estate interest in the Condominium, and that the Unit Owners' interests in and to the Common Areas and Facilities of the Condominium are and shall be at all times be subject to the Reserved Rights; and in the event the Condominium is terminated or otherwise removed from the provisions of said Act, as a result of a casualty or for any other reason whatsoever, or if there shall be proceeds of any insurance or any awards on account of any taking to be distributed, prior to the date that the Reserved Rights expire pursuant to the terms hereof, then the Declarant, or its successors and assigns, as the holder of the Reserved Rights, shall be entitled, prior to the Trustees or any Unit Owner (or their mortgagees) being entitled to receive any proceeds from the termination of the Condominium or removal of the from condominium status (including, without limitation, the proceeds of any partition or other sale), and prior to any Unit Owner (or their mortgagees) being entitled to any proceeds of any insurance or any awards on account of any taking, to receive all such proceeds to the extent of the fair market value at such time of (or if the Condominium is not terminated, to the extent of the loss sustained by the Declarant with respect to): the fair market value of all Building and improvements on the Property which have not been added to the Condominium.

Witness the execution hereof under seal as of the date first written above.

DECLARANT

WENHAM PINES, LLC, a Massachusetts limited liability company

By: _____

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2018 before me, the undersigned notary public, personally appeared _____, as Manager of **Wenham Pines, LLC**, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, by showing me a copy of his identification, which was a Massachusetts driver's license, or personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Wenham Pines, LLC.

Notary Public
My commission expires:

EXHIBIT A - The Land

The parcel of land together with the improvements thereon, situated on Main Street and Pine Hill Road in the Town of Wenham, Essex County, Massachusetts, being shown as Lot ___ on the plan entitled "Plan of Land in Wenham, MA" dated _____, 2017, prepared by Hancock Associates, said plan being recorded with said Registry of Deeds in Plan Book ____, Plan ____. Said Lot __ contains approximately __ acres according to said plan.

Together with the right to use in common with the others entitled thereto, the private way known as Pine Hill Road shown on said Plan.

For title reference see deed to the Declarant dated _____, 2017 recorded herewith.

EXHIBIT A-1 - Record Encumbrances

1. The rights of upper and lower riparian owners in and to the waters of the brook or river and their natural flow.
2. The rights, if any, of the City of Salem to “lay and maintain a water pipe across the same as set forth in deed by me to said City dated January 7, 1895, and recorded with Essex, South District, Book 1435, Page 25”, as mentioned in Book 2331, Page 332 and in Parcel 5, Book 5982, Page 439.
3. Layout No. 2950 and Order of Taking recorded in Book 2934, Page 594.
4. The rights, if any, of the Commonwealth of Massachusetts as set forth in a deed recorded in Book 2938, Page 128 relative to the lay-out of Main Street.
5. The rights, if any, of the Commonwealth of Massachusetts as set forth in a deed recorded in Book 2938, Page 129 relative to the lay-out of Main Street.
6. Subject to “the right and easement of Frederick C. Batchelder and Margaret M. Batchelder for the benefit of their remaining land at 62 Main Street, said Wenham, to use the existing driveway to their property for all purposes for which public ways are used in the Town of Wenham, as set forth in Book 5982, Page 439 and shown as a “Right of Way (30’ wide)” on a plan entitled: “Plan of Land in Wenham, Property of Frederick C. & Margaret Batchelder” by Hancock Survey Associates, Inc. dated Oct. 12, 1978 and recorded at Plan Book 1980, Plan 16, as the same is affected by that certain Mutual Release of Rights and Termination of Easement between Wenham Pines, LLC and Alice D. Osgood, Trustee of the Alice D. Osgood 2011 Revocable Trust, dated _____, 2017, recorded in Book ____, Page _____.
7. Utility easement granted to Massachusetts Electric Company recorded in Book 6623, Page 601.
8. Matters shown on the following plans:
 - a) Wenham Historic District, 1972, by H. W. Boothroyd, 12/71, recorded at Plan Book 123, Plan 28.
 - b) Plan entitled “Salem April 5, 1871 ... Copy of plan accompanying deed Parker P. Tyrrell to Eastern Rail Road Corporation recorded, Book 820, Leaf 16 by Ephram Brown”.
 - c) Plan entitled: “Plan of the Tyrril Est., Wehnam” by C.A. Putman, C.E., datged June 28, 1892, recorded at Book 1352, Page 363.
 - d) Plan entitled: “Plan to Show Survey of Existing Water Main From Wehnam Lake to Longham Reservoir and Easements in Wenham and Beverly, Salem Beverly Water Supply Board”, dated January 8, 1976 and recorded at Plan Book 136, Plan 79.
 - e) Plan entitled: “Thirty-Four Main St., L.L.C.” by LeBlanc Survey Associates, Inc., dated April 7, 2004, recorded at Plan Book 376, Plan 44.

- f) Plan entitled: “Boston and Maine Corporation to Charles F. Coles & Charles F. Coles, Jr.” by Vernon J. LaBlanc dated March 4, 2004, recorded at Book 375, Page 13.
 - g) Plan of State Alteration of Main Street, 1932, Plan Book 61, Plan 96.
 - h) Plan entitled: “Plan of Land in Wenham, Property of Frederick C. & Margaret Batchelder” by Hancock Survey Associates, Inc. dated Oct. 12, 1978 and recorded at Plan Book 1980, Plan 16 (sheet #373 in the supplement to title report).
 - i) Plan entitled: “Plan of land in Wenham, MA, property of William J. Flynn” by Donohoe and Parkhurst, Inc., dated July 25, 2008, Project No. 2283, including:
 - i. “30’ Private Way” depicted on the eastern boundary.
 - ii. Overhead wires depicted on the western boundary.
 - iii. 36” Water Main depicted along the southern boundary.
9. Water pipes easement set forth in a description of “certain easements” recorded at Book 1457, Page 201.
 10. Water main easement shown on plan recorded at Plan Book 136, Plan 79.
 11. The plan entitled: “Plan of land in Wenham, MA, property of William J. Flynn” by Donohoe and Parkhurst, Inc., dated July 25, 2008, Project No. 2283 indicates that portions of the land to be insured may be located within the Historic District and/or the Aquifer Protection District.
 12. Terms and conditions contained in that certain Amended and Restated Host Community Agreement dated January 12, 2016 between the Town of Wenham, the Trustees of The Flynn Family Enterprises Irrevocable Trust and Wenham Pines, LLC, recorded at Book _____, Page _____.
 13. Special Permit and Site Plan Approval Decision of the Wenham Planning Board dated March 9, 2017 and recorded at Book _____, Page _____.
 14. Order of Conditions issued by the Wenham Conservation Commission as MassDEP File #326-0359, dated March 27, 2017 and recorded at Book _____, Page _____.
 15. Certificates of Appropriateness issued by the Wenham Historic Commission dated July 21, 2016, August 19, 2016 and May __, 2017 and recorded at Book _____, Pages _____, _____ and _____.
 16. Planning Board Covenant dated _____, 2017 recorded at Book _____, Page _____.
 17. Age Restriction, recorded in Book _____, Page _____;
 18. Conservation Restriction, recorded in Book _____, Page _____;
 19. Notice of Alternative Sewage Disposal System, dated _____, recorded in Book __, Page _____.
 20. **[Add any additional easements and matters of record as of the closing date.]**

EXHIBIT A-2 – Additional Land Parcels

The parcels of land together with the improvements thereon, situated on Main Street and Pine Hill Road in the Town of Wenham, Essex County, Massachusetts, being shown as Lots ___ on the plan entitled “Plan of Land in Wenham, MA” dated _____, 2017, prepared by Hancock Associates, said plan being recorded with said Registry of Deeds in Plan Book ____, Plan __. Said Lots __ contains approximately ___ acres according to said plan.

Together with the right to use in common with the others entitled thereto, the private way known as Pine Hill Road shown on said Plan.

EXHIBIT B - Description of the Buildings

Phase I of the Condominium consists of ____ (__) duplex buildings (each a “Building”), numbered _____. Each Building consists of two floors of wood frame construction above an unfinished basement.

The exterior of each Building is comprised of wood siding and asphalt shingle. Each Building contains two (2) dwelling units and two (2) attached garages. Each garage is a part of the Unit that it serves.

The Buildings are shown on the plan entitled “Wenham Pines Condominium, Site Plan of Land located in Wenham, MA” prepared by Hancock Associates, dated _____, 2018 to be recorded herewith (the “Site Plan”).

The street address for the Phase I of the Condominium is _____ Pine Hill Road, Wenham, Massachusetts.

EXHIBIT C - Description of the Units

The Units are shown on the condominium floor plans entitled "Wenham Pines Condominium, Wenham, Massachusetts" prepared by Grazado Velleco Architects, dated _____, 2018, to be recorded with the Registry of Deeds herewith. The unit designation of each Unit and statement of its location, approximate area, number of rooms, and its proportionate interest in the Common Areas and Facilities of the Condominium, are as follows:

Unit No.	Street Address	Statement of Unit Location	Approx. Area of Unit in Square Feet (excluding garage)	Number and Designation of Rooms	Proportionate Interest of Unit in Common Areas and Facilities

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room; B=Bathroom; ½B=Half Bathroom; MR=Mudroom; S=Study; L= Laundry; RR=Recreation Room.

[The immediate common areas to which each Unit has access are (1) the front, side and/or rear porch/steps attached to each Unit and leading to Exclusive Use Yard, and (2) the driveways serving each Unit.]: