

**TOWN OF BOXFORD
ZONING BOARD OF APPEALS**

Time Stamp by Town
Clerk's Office

APPLICATION FOR:

- SPECIAL PERMIT/APEAL OF INSPECTOR OF BUILDINGS (\$500.00)
- VARIANCE (\$550.00)
- 40B COMPREHENSIVE PERMIT \$500.00 plus \$50.00 per individual unit
- 40B COMPREHENSIVE PERMIT \$250.00 plus \$25.00 per individual unit for Local Initiative Program

NOTE TO CLERK:
DO NOT STAMP
WITHOUT INSPECTOR
OF BUILDINGS
APPROVAL

NO APPLICATION (EXCEPT FOR AN APPEAL OF THE INSPECTOR OF BUILDINGS) WILL BE ACCEPTED UNLESS EACH AND EVERY ITEM LISTED ON THE LAST PAGE OF THIS APPLICATION IS INCLUDED IN THE SUBMISSION. IF EACH AND EVERY ITEM IS NOT PROVIDED, YOUR APPLICATION MAY EITHER BE RETURNED TO YOU OR DENIED AT THE TIME OF THE HEARING FOR INCOMPLETENESS AND YOUR PROJECT WILL BE DELAYED.

Cases will be scheduled for a ZBA hearing only if your application has been (1) reviewed by the Inspector of Buildings, (2) time-stamped by the Town Clerk's Office, and (3) returned to the Building Department. **The Town Clerk office will not time-stamp your application without Certification by the Inspector of Buildings**

For Office Use Only
CERTIFICATE OF COMPLETENESS
Must be signed by the Inspector of Buildings prior to
Town Stamp

Inspector of Buildings Signature Date

For Office Use Only

Building Permit Denied _____
Reason Denied _____
Date Initial ZBA Application Received _____
Date of Inspector's Review _____
Date Returned to Applicant _____
Reason for return _____

PROPERTY OWNER INFORMATION

PROPERTY OWNER'S NAME Toll Northeast V. Corp

PROPERTY ADDRESS 44 Ingalls Village Way, Boxford MA MAP/BLOCK/LOT 06/02/2.2

PROPERTY OWNER'S MAILING ADDRESS 1140 Virginia Drive, Fort Washington, PA 19034

PROPERTY OWNER'S PHONE NUMBER: _____ PROPERTY OWNER'S E-MAIL epage@tollbrothers.com
(978) 479-9535

NO APPLICATION (EXCEPT FOR AN APPEAL OF THE INSPECTOR OF BUILDINGS) WILL BE ACCEPTED UNLESS EACH AND EVERY ITEM LISTED ON THIS PAGE IS INCLUDED IN THE SUBMISSION. IF EACH AND EVERY ITEM IS NOT PROVIDED, YOUR APPLICATION MAY EITHER BE RETURNED TO YOU OR DENIED AT THE TIME OF THE HEARING FOR INCOMPLETENESS AND YOUR PROJECT WILL BE DELAYED.

PROJECT PLANS REQUIRED FOR ALL APPLICATIONS

SITE PLAN--One (1) full size sets and four (4) copies (no larger than 11"x 17") drawn to not less than 1" =

✖ 20' scale and showing:

- a north arrow
- the name of the owner(s) and the street address of the property
- the name and address of person preparing the plan and the date of the plan
- ✖ Licensed surveyor/engineer's stamp
- all bordering street names
- the dimensions of the property lines and lot area (in square feet) of the lot to be built upon
- the locations and dimensions (including the square footage) of all existing and proposed buildings and other structures on the lot
- the distance to the property line(s) from all buildings and other structures on the lot
- the distance between all buildings and other structures on the lot
- all required setback distances
- all existing and proposed entrances and exits to both the lot and the buildings on the lot
- ALL OF THE PROPOSED WORK MUST BE HIGHLIGHTED IN RED**

BUILDING PLANS and ELEVATIONS

One (1) full size set and four (4) copies (no larger than 11"x 17") drawn to not less than a 1/4" = 1' scale and showing:

- ✖ a north arrow
- ✖ the name of the owner(s) and the street address of the property
- ✖ the name and address of person preparing the plan, and the date of the plan
- ✖ the exterior elevations (including windows, doors, porches, steps and other architectural features
- the interior floor plans including all dimensions
- for accessory apartments include floor area measurements/calculation as per ZBL 196-13.C(3)
- Subsequent plan revisions shall be so noted
- ✖ **ALL PROPOSED WORK MUST BE HIGHLIGHTED IN RED**

APPLICATION PACKET SHALL INCLUDE

One (1) full size set and four (4) copies of the following (collated into applications)

- ✖ 1. Application time-stamped by the Town Clerk;
- ✖ 2. Certified Abutter's List
- ✖ 3. Postage Fee Form
- ✖ 4. Authorization for Publication Form
- ✖ 5. Deed
- ✖ 6. Plot Plan
- ✖ 7. Architectural Plans for Pergola - We Have (see attached)
- ✖ 8. Photographs of the Property
- ✖ 9. Application fee (in the original application only, do not copy)

Electronic version of the complete application, including plans in PDF Format on flash drive if the information cannot be emailed as a single document to the ZBA Secretary.

APPLICANT INFORMATION (IF DIFFERENT FROM OWNER)

NAME _____

RELATIONSHIP TO PROPERTY OWNER (for example, spouse, attorney, architect, etc.) _____

APPLICANTS MAILING ADDRESS _____

APPLICANT'S PHONE NUMBER: _____ APPLICANT'S E-MAIL _____

OWNER AUTHORIZATION

I, _____, as Owner of the subject property hereby authorize _____ to act on my behalf in all matters relative to this application.

Signature of Owner

Date

OWNER OR AUTHORIZED AGENT DECLARATION

I, _____, as Owner of the subject property hereby authorize _____ to act on my behalf in all matters relative to this application

Signature of Owner or Authorized Agent

Date

PURPOSE OF APPLICATION AND DESCRIPTION OF PROJECT

Purpose of Application: Special Permit Variance Appeal of Inspector of Buildings Comprehensive Permit

Description of Project:

Install Free Standing Pergola On Patio

Applicable Section(s) of Zoning Bylaw for which relief is sought:

19630 Amend Case 1014 To Include Pergola

Does the property, structure and/or use conform to the current Zoning Bylaw? _____

If not, describe the non-conformity (lot size, setback, use, frontage, etc.) _____

ZONING DISTRICT: R-A B-1 B-2 M O ELDERLY POND WATERSHED OVERLAY WIRELESS COMMUNICATION SERVICES
FLOODPLAIN SOLAR OVERLAY

DATE LOT WAS CREATED: April 2022 DATE STRUCTURE WAS BUILT: May 2023

DEED (Copy must be attached. Deed may be downloaded and printed from www.salemdeeds.com):

[BOOK _____ PAGE _____] OR [CERTIFICATE NO. _____ DOCUMENT NO. _____]

POSTAGE FEE CALCULATION

POSTAGE FEE

In accordance with Article X, Section 196-49 of the Zoning bylaw of the Town of Boxford, you are required to pay the postage costs for the abutter notification of your application and decision.

The following is the formula used for determining the postage costs for each application:

Number of Certified Abutters

(including applicant & representative)

Notice of Hearing

$$\underline{51} \times \$8.53 = \underline{\$435.03}$$

Number of Surrounding Towns & MVPC

$$9 \times \$8.53 = \underline{\$76.77}$$

Number of Certified Abutters (including applicant & representative)

Notice of Decision

$$\underline{51} \times \$0.63 = \underline{\$32.13}$$

TOTAL AMOUNT OWED FOR POSTAGE FEE

$$\underline{\$ \ 543.93}$$

Please remit a check separate from the filing fee, payable to the Town of Boxford, for the total amount owed for postage.

MASTER DEED

THE WILLOWS AT BOXFORD CONDOMINIUM

TOLL NORTHEAST V CORP with a local office at 116 Flanders Road, Suite 1200 Westborough, MA 01581, hereinafter referred to as “Declarant,” being the sole Owner of a certain premises in Boxford, Essex County, Massachusetts, more particularly described below, by duly executing and registering this Master Deed, does hereby submit said premises to the provisions of M.G.L. c. 183A (the “Condominium Law”) and proposes to create and does hereby create a Condominium (the “Condominium”) to be governed by and subject to the provisions of said Condominium Law, as amended, and to that end hereby declares and provides as follows:

1. NAME:

The name of the Condominium shall be: **THE WILLOWS AT BOXFORD CONDOMINIUM**

The Address of the Condominium shall be: 3 Ingalls Village Way, Boxford, MA.

The Condominium Trust (the “Condominium Trust”) of The Willows at Boxford Condominium shall be: The Willows at Boxford Condominium Trust, under Declaration of Trust, dated _____ (the “Declaration of Trust”), recorded with the Essex (South) County Registry of Deeds, herewith. Capitalized terms not defined herein shall have the meanings given to said terms in the Declaration of Trust.

2. DESCRIPTION OF PREMISES:

The premises on which the buildings and improvements are located are more particularly described in Exhibit A attached hereto and made a part hereof, which premises are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions, and appurtenant rights set forth and contained in Exhibit A (the “Premises”), and as shown as Lot A on the plan entitled: “Plan of Land Located in Boxford, Mass., prepared for Price Family, LLC,” prepared by The Morin-Cameron Group, Inc., dated August 6, 2021, recorded with the Essex South Registry of Deeds as Plan No. 534 of 2021, Plan Book 40289, Page 565 (2 Sheets).. The Condominium is developed pursuant to a Special Permit, issued by the Boxford Zoning Board of Appeals, recorded with said Registry at 40882, Page 525. See also the permits and approvals referenced in Exhibit A-1 attached hereto. The Special Permit, along with other permits and approvals issued in connection with the development of the Condominium shall hereinafter be referred to as the “Permits and Approvals.”

3. DESCRIPTION OF BUILDINGS:

The description of the Units comprising the Condominium, stating the number of Units, Unit type and the principal materials of which they are constructed are set forth and described in Exhibit B attached hereto and made a part hereof.

4. DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES:

The projected Unit number, address and percentage interest in Common Elements for each of the Condominium Units is set forth on Exhibit C-1. The initially phased Units, together with their Unit number, address, gross floor area, percentage interest in Common Elements is set forth on Exhibit C-2. Units are also shown on the Site Plan entitled: "The Willows at Boxford Condominium Site Plan, Phase I," prepared by ESE Land Planning Engineering Land Surveying, dated _____, recorded with said Registry as Plan No._____, and on the floor plans entitled: "The Willows at Boxford, Floor Plan Unit _____, Phase I, prepared by ESE Land Planning Engineering Land Surveying, dated _____, recorded with said Registry as Plan No._____ (the "Floor Plans"). For purposes hereof, the term Common Elements shall be defined to include the General Common Elements and Limited Common Elements (as defined below).

A. Units. The Condominium shall contain up to Sixty-Six (66) Units (the "Units"), subject to future phasing (as defined below) and shown conceptually on the Site Plan.

B. Bedroom Restriction. Each Unit shall be limited to two (2) bedrooms.

C. Age-Restriction. Pursuant to the terms of the Permits and Approvals, and the Town of Boxford Zoning Bylaws, the Units shall be restricted in terms of occupancy as follows: each Unit shall be restricted as to occupancy as an age-restricted community in which at least one occupant of each Unit shall be at least fifty-five (55) years of age or older at the time of occupancy in accordance with 24 CRF 100, 300 and other applicable laws, and provided such occupancy conforms with the Federal Fair Housing Act, 42 USC Section 3607(b), as amended, the regulations promulgated thereunder at 24 CRF 100, 300 et seq., Subpart E – Housing for Older Persons, as amended, and the Massachusetts Fair Housing Law, M.G.L. c.151B, Section 4.

No person under the age of eighteen (18) shall occupy any Unit for a consecutive period of twelve (12) weeks or more, or for an aggregate period over the course of a calendar year of more than twelve (12) weeks. Invited guests shall otherwise be subject to the same rules and regulations of occupants, unless otherwise specifically exempted herein.

In addition to the foregoing, the total number of occupants in any Unit shall be limited by applicable laws and regulations, including the Town of Boxford health and zoning bylaws.

The purchase of a Unit for investment purposes is permissible provided that occupants in the Unit otherwise comply with the age restrictions set forth herein;

It is the duty of the Declarant, in connection with the initial sale of Units, and of the Condominium Trust, through the Board of Trustees, as to all subsequent sales of Units, to enforce the Declaration so that at all times the Condominium will qualify for the fifty-five (55) or over housing for older persons exemption under the FHAA so as to qualify as “housing for older persons” within the meaning of the FHAA. Permanent occupancy of any Unit is not permitted or allowed to continue if such occupancy violates the provisions of this subsection or results in the loss of the Community’s fifty-five (55) or over housing for older persons exemption under the FHAA. At the closing of title of a Unit being sold by the Declarant, the purchaser of said Unit will be required to supply supporting documentation to verify the age of the prospective occupants so as to insure that the Community will qualify for the exemption under the FHAA and to insure that said purchaser is in compliance with the age restrictions set forth herein. For subsequent sales, a request for information regarding the age of the proposed occupants of the Unit shall be made by the Condominium Trust at the time that a Resale Certificate is requested. Closing of title shall be conditioned upon the Condominium Trust’s receipt of the information and supporting documentation. The supporting documentation referred to in this Section may be in the form of copies of driver’s licenses, birth certificates, passports, immigration cards, military identification or any other state, local, national, or international official documents that contain a birth date of comparable reliability;

The Condominium Trust shall at least once every two years annually update the initial information supplied by the occupants of the Community through surveys or other means. A survey may include the age(s) and familial relationship of all residents to verify that the Unit is occupied in compliance with the FHAA, and shall be accompanied by supporting documentation to verify the information contained therein. Such documentation may be in the form of copies of driver’s licenses, birth certificates, passports, immigration cards, military identification or any other state, local, national, or international official documents that contain a birth date of comparable reliability; and

If the owners of a particular Unit refuse to comply with the age verification procedures the Board of Trustees may, if it has sufficient evidence, consider the Unit to be occupied by at least one person fifty-five (55) years of age or older. Such evidence may include:

- i. Government records or documents, such as a local household census;
- ii. Prior forms or applications; or
- iii. A statement from an individual who has personal knowledge of the age of the occupants. The individual’s statement must set forth the basis for such knowledge and be signed under the penalty of perjury.

The Condominium shall enact rules and regulations imposing fines, to be levied as a common area expense, against any Unit Owner for any violation of these restrictions. A Unit Owner notified of an occupancy violation will be given thirty (30) days to answer to or otherwise cure an occupancy violation. In the event the violation continues past the notice and cure period, a fine of \$100/day will be imposed on the Unit Owner, by the Condominium Trust, until the violation is cured. The rules and regulations and fine assessment amounts are subject to

adjustment in accordance with the rulemaking authority of the Condominium as set forth in the Declaration of Trust. Any such fine assessments shall be considered a Common Expense, including all lien rights associated therewith.

D. Phasing Rights. The Declarant reserves the right, but not the obligation, to construct one or more buildings, Units and improvements within the Condominium in phases and in connection therewith to construct a portion of the project in phases over time, adding components of such phases to the Condominium as they are built, and converting General Common Elements to Units. In such event, all buildings, Units and improvements phased into the Condominium over time shall be constructed in a manner consistent with the initial improvements, in terms of quality of construction. When and if all phases are completed, the Condominium will contain the Units, a Clubhouse with related recreational amenities, including a pool, fitness room, activity lawn, bocce courts, outdoor fire pit, community garden, mailbox building, parking areas, entrance drives and pedestrian pathways.

There shall be up to thirty-three (33) phases in the Condominium (the "Phasing Schedule"). The Declarant may modify the number of phases and declare one or more sub-phases, within each Phase. Notwithstanding the foregoing, or other representation in the Master Deed to the contrary, the Phasing Schedule shall be subject to the Declarant's modification, consistent with the Permits and Approvals, as may be amended, including the ability to modify the type, location and number of Units, to eliminate one or more phases, to construct Units and improvements in one or more sub-phases, to install landscape screening, fencing and other amenities in connection with phased Unit construction, and to make modifications as necessary in order to convert General Common Elements to Units in connection with phased Unit construction.

The Premises are subject to the right and easement hereby reserved by the Declarant to construct buildings, Units, the Clubhouse, Promotional Facilities (as defined below), recreational facilities, utility infrastructure, parking areas and roadways, and such other amenities and accessory structures necessary in conjunction with the development of the Condominium, whether in phases or all at once, all as shown in conceptual fashion on the Site Plan. The Declarant also reserves the right to have, as an appurtenance to the construction of the Condominium, an easement to pass and repass over the Premises, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the Condominium. The Declarant shall have the right and easement to use all entrance drives, parking areas and walkways affording access to the Premises including the right and easement to construct additional driveways, parking areas and walkways to serve the Condominium, provided that such easement for access and construction shall not interfere with the access of the owners to the Units already built and occupied.

E. Unit Boundaries.

Boundaries of each Unit created by this Declaration are described as follows:

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring (including the lowest garage floors) and any other materials

constituting any part of the finished surfaces thereof are part of a Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are part of the Common Elements;

(b) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in subsection (a) above, and shall also include any pipes, wires, ducts, water heaters, electrical switches, television, telephone or electrical receptacles and light fixture boxes and conduits situated in the perimeter walls of the Unit which solely serve such Unit. Each Unit shall also include unfinished storage areas on the second floor, if any;

(c) Exclusions: Except when specifically included by other provisions of subsection (b), the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in subsection (b) above, and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to more than one Unit or Common Elements or both;

(d) If this definition is inconsistent with the Floor Plans or Site Plans, then this definition shall control;

(e) The existing physical boundaries of a Unit or the physical boundaries of a Unit reconstructed in substantial accordance with the description contained in the original Declaration are its legal boundaries, rather than the boundaries derived from the description contained herein regardless of vertical or lateral movement of the building or minor variance between those boundaries and the boundaries derived from the description contained in the original Declaration. This Section does not relieve a Unit Owner of liability in case of his or her negligence or willful misconduct or relieve the Declarant or any other person of liability for failure to adhere to the recorded Site Plans and Floor Plans, as amended;

(f) If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands;

(g) So long as Units are owned by the Declarant or by a successor Declarant, including but not limited to Units that are added or to be added to the Condominium in connection with phasing rights, the boundaries of such Units may be changed, modified, combined or subdivided and portions of the Units may be re-designated as Common Elements and portions of the Common Elements may be incorporated into any Units so changed, modified, combined or subdivided, solely in the discretion of the Declarant or successor Declarant, provided the same is in accordance with the Condominium Law; and

(h) The Units have, as appurtenant rights, the undivided percentage interests in the Common Elements as set forth in Exhibit C-2 attached hereto. Unit Owners ("Unit

Owners”) have the right to use the General Common Elements in common with others entitled thereto. Rights to use the Limited Common Elements shall be exclusive to particular Units as described below.

5. COMMON ELEMENTS:

A. General Common Elements.

The general common areas and facilities of the Condominium (hereinafter the “General Common Elements”) comprise and will consist of:

(a) The land comprising the Premises, together with and subject to all easements, encumbrances, restrictions, and appurtenances described in Exhibit A;

(b) The roadways, walkways, sidewalks, driveways, parking areas (other than the driveways and garage spaces defined as Limited Common Elements below), Clubhouse, including walking trails, outdoor living features and a common green, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, fences, entrance gates, entrance monuments, entrance landscaping, steps, lighting fixtures, and plants; SUBJECT HOWEVER, to the exclusive easements and rights to use certain Limited Common Elements, as hereinafter provided. All of the Clubhouse amenities shall be limited to use by Unit Owners and their guests, and shall be subject to rules and regulations adopted by the Condominium. The Clubhouse will not be equipped with a kitchen, but will be equipped with a refrigerator, microwave and dishwasher. There shall be no food preparation allowed or provided for in the Clubhouse;

(c) The Condominium will permanently maintain open space comprising approximately 90.8 acres (the “Open Space Parcels”) as a Common Element of the Condominium as shown on the Conservation Restriction Plan recorded with the Registry at Plan Book 40879, Page 526, attached hereto as Exhibit A-2 (the “Conservation Restriction Plan”), and in accordance with a Conservation Restriction to be recorded in connection therewith. The Open Space Parcels will be reserved and restricted in perpetuity for passive recreational use, with the exception of utility easements and infrastructure consistent with the Permits and Approvals. The Open Space Parcels will be improved with dedicated walking trails. In addition, a trail kiosk and a trail parking area will be constructed on a portion of Common Area of the Condominium at the frontage of Willow Road and adjoining the Open Space Parcels. The trails, the kiosk and the parking area will be open to the public, all as shown on the plans attached hereto as Exhibits A-2 and A-3, the maintenance of which shall be a Common Expense of the Condominium. A second kiosk will be constructed on the Open Space Parcels near the Pine Plain Road frontage, along with trail signage throughout the trails designated for trail access. The Pine Plain Road kiosk will be maintained by the Town of Boxford in accordance with the Conservation Restriction. In addition, and consistent with the NHESP Conservation and Management Plan Permit, there is a designated turtle habitat area comprising approximately 10.24 acres of the Open Space Parcels that is subject to a

Long-Term Habitat Management Plan, included with the Conservation and Management Permit (NHESP File No. 20-39756), recorded at Book 40883, Page 80management of which shall be a Common Expense of the Condominium.

- (d) The community potable water system;
- (e) The community waste disposal system;
- (f) The community stormwater management system;
- (g) The community irrigation system and irrigation wells;
- (h) The community fire cisterns;
- (i) All areas of the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including without limiting the generality of the foregoing:
 - i. The foundations, structural elements, columns, beams, studs, joists, supports, exterior siding and molding, exterior doors, roof framing and roof shingles;
 - ii. The entrance monuments as identified on the Site Plan;
 - iii. All conduits, ducts, pipes, plumbing, wiring, utility meters, and other facilities for the furnishing of utility services to more than one Unit, including sprinkler systems, backflow preventers, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall also be defined as General Common Elements, and all air conditioner pads, metering banks and equipment used to house and/or contain the aforementioned services;
 - iv. Installations of central services related to water and sewage disposal, stormwater management, irrigation (including irrigation wells), trash removal, landscaping and lawn care, external lighting (other than lighting within a Limited Common Element as described in Section 10.A. below), snowplowing (in accordance with snow removal plans determined from time to time by the Condominium), fire cisterns and such other central services implemented by the Declarant, or a successor Declarant, including all equipment attendant thereto, excluding equipment contained within or servicing a single Unit. Note that snow removal, salting and sanding of the sidewalk along the roadway shall only be performed as determined by the Condominium from time to time. In all instances de-icing chemicals (e.g. sodium potassium, and calcium chloride) are prohibited on surfaces located in wetland resource areas or the 100' Buffer Zone.; and
 - v. Any and all design, model, sales, marketing and/or promotional facilities operated and maintained by the Declarant for services related to the design,

construction, sales and marketing of the Condominium, and all appurtenances related thereto constituting part of real property improvements to the Premises, including, but not limited to, individual model units (collectively, the “Promotional Facilities”).

(j) Until a phasing amendment is recorded by the Declarant submitting all or any part of a building to the provisions of the Condominium Law, such buildings and improvements, or portions thereof, and all furniture, fixtures and equipment related thereto, will remain the property of the Declarant and not constitute part of the Condominium, except to the extent they are specifically described as Common Elements herein.

(k) All Unit Owners, by accepting title to a Unit, agree, to the maximum extent permitted under all application law, to hold the Condominium Trust and the Condominium Trustees, their managing agent, the Declarant, and their respective board members, officers, agents, employees, independent contractors, including, without limitation, and contractors hired to maintain, sanitize, clear or otherwise operate any General Common Element, parent companies, subsidiaries, affiliates, employees, successors and assigns (collectively, the “Releasees”) harmless from and to indemnify them against any claim or liability, including for property damage and personal injury, related to the Unit Owner’s or the Unit Owner’s invitees’ use of the General Common Elements, including but not limited to the Clubhouse.

The Releasees shall have no liability for any damage or injury that may occur to the Unit Owner or to the Unit Owner’s guests, invitees, agents, servants or employees or their property from any cause whatsoever. The Unit Owner hereby releases the Releasees from, and indemnifies them against, any and all claims for such loss, damage or injury. For the avoidance of doubt, this provision is intended to confirm that Unit Owners and their invitees use Common Elements at their own risk and without recourse against Releasees, including the Condominium Trust and any party to which the Condominium Trust may owe an indemnity.

B. Limited Common Elements

The Limited Common Elements are those areas and facilities of the Condominium that are designated for the exclusive use of the Unit Owners (subject to Section 5). For each Limited Common Element, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners. As of the date of this Master Deed, the Limited Common Elements include the following:

(a) If any pipe, chute, flue, duct, wire, sewer connections, water service connections, propane tank and gas connections, conduit, bearing wall, bearing column or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of

the Common Elements is a part of the Common Elements. The propane tank fixture, while contained within a Limited Common Element limited to the Unit, shall remain the property of the propane supplier pursuant to a propane service agreement executed by the Condominium Trust;

(b) Any shutters, doorsteps, stoops, steps, porches and sidewalks leading to Units and serving only one Unit (and immediately adjoining said Unit), decks (including area beneath decks), porches, patios, privacy fences, external gas firepits and/or fireplaces, and gas generators (constructed either by the Declarant or Unit Owner with prior approval as set forth in Section 10 below, and all exterior doors, windows and skylights or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. In addition, each Unit shall have a designated area at the rear of the Unit, as reflected on the recorded Floor Plans for such Unit, which shall be designated as a Limited Common Element for such Unit;

(c) Any space heating, water heating and air conditioning apparatus including air compressors and the pad on which said compressors are situated, and any other heating and cooling apparatus, and all electrical switches and receptacles, television, telephone, telecommunications and light switches serving one Unit exclusively, but lying outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit;

(d) External stove vents and dryer vents; gas fireplaces, and/or fire pits (external and internal to the Unit), gas vents and chimney exhaust pipes (in Units with gas fireplaces) are Limited Common Elements allocated to the Units which they serve;

(e) The driveway located in front of the garage portion of any Unit is a Limited Common Element allocated exclusively to that Unit.

(f) In the event a Unit has designated roof area shown as a Limited Common Element on the Floor Plans for said Unit, that roof area may be used for the installation of solar panels in accordance with the procedures set forth in Section 5.D.

C. Maintenance and Repair

(a) The Condominium Trust is responsible for maintenance, repair and replacement of the Common Elements, except (i) the Promotional Facilities, which shall be the sole responsibility of the Declarant; and (ii) the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. The Common Elements to be maintained by the Condominium Trust include, but are not limited to water and sewage disposal systems, including all pumps, filters, pump houses, laterals and associated appurtenances up to the exterior of foundation walls. The water system, sewage disposal system, and the storm water system, shall be maintained by the Condominium Trust;

(b) The Condominium Trust shall be responsible for removing snow and ice from individual Unit driveways and walkways. Unit Owners are responsible for removing snow, ice and debris from the porches, decks and patios appurtenant to their Units, and within the Limited Common Element at the rear of the Unit. Unit Owners are responsible for clearing snow and ice from the emergency egress window in all basement areas, if applicable. Unit Owners are responsible for maintenance, repair and replacement of electrical receptacles and light switches, air compressors and any other heating and cooling apparatus, the pad on which the compressors are situated, stove vents and dryer vents and, in Units with gas fireplaces, and/or fire pits (internal or external to the Units), gas vents and chimney exhaust pipes. Unit Owners are responsible for periodic watering of the foundation plantings for their Units;

(c) Except as provided below, the Condominium Trust shall perform any maintenance, repair or replacement of porches, patios, decks, windows and exterior doors (including garage doors and skylights), and any maintenance, repair or replacement of balcony fences and privacy fences (serving a particular Unit as more particularly defined in Section 10.A below). Said expenses shall be at the expense of the owner or owners of the Unit(s) served by such improvements by direct assessment to said Unit Owners. In addition, to the extent foundation planting or landscaping is in excess of the standard expenses associated with other Units in the Condominium, as a result of the total surface area or the materials used for plantings or landscaping, or to the extent that a Unit Owner supplements the plantings and landscaping as set forth in Section 10.A below), the Condominium Trust may assess such excess expenses directly to the Unit Owner served by such improvements. In either event, assessments for the maintenance, repair or replacement of such improvements shall be enforceable as if they were a Common Expense, including all lien rights associated therewith. Notwithstanding the foregoing, however, the painting and/or staining of exterior doors and window trim shall be at the cost of the Condominium Trust;

(d) The Condominium Trust may perform any maintenance, repair or replacement of any pipe, chute, flue, duct, dryer vent, wire or conduit that lies outside the designated boundaries of a Unit at the expense of the owner or owners whose Units are served thereby and may assess the cost thereof against said Unit or Units, enforceable as a Common Expense;

(e) Individual laterals from water and sewer distribution systems into a Unit's basement, up to the foundation wall of the Unit, shall be maintained, repaired and replaced by the Condominium Trust. The remaining portions of said water and sewer laterals and lines shall be maintained, repaired and replaced by the Unit Owner;

(f) All other Limited Common Elements shall be maintained by the Condominium Trust;

(g) Each Unit Owner is responsible for maintenance, repair and replacement of his or her Unit. Each Unit Owner shall perform promptly all maintenance, repair and replacement work within his or her Unit which, if omitted or delayed, would adversely

affect the Condominium or any part thereof other than the Unit Owner's Unit. The Condominium Trust may, after notice and hearing to any Unit Owner, assess such Unit Owner for the cost of any such maintenance, repair or replacement work performed at the direction of the Condominium Trust after the Condominium Trust has made a reasonable determination that such Unit Owner has failed to comply with the requirements of the preceding sentence; and

(h) If a Common Expense is caused by the misconduct of a Unit Owner or his or her children, tenants or guests, the Condominium Trust may, after Notice and Hearing, assess that expense exclusively against his or her Unit. A Unit Owner's failure to maintain adequate heat, which results in pipes bursting or leaking, shall constitute negligence under this paragraph. Every Unit Owner must have an insurance policy to cover the cost of such Common Expense.

D. General Provisions.

(a) General Condominium Services. The Condominium will be served by General Common Services consisting of, but not limited to, a private roadway, water system, sewage disposal system, irrigation system, and stormwater management system. Each system is more particularly described in Exhibit C-4, together with other details of services to be performed by the Condominium Trust. The costs for maintaining each of these systems shall be allocated among Units in accordance with each Unit's Percentage Interest, except as otherwise set forth in herein;

(b) Utility Services. Utility services that will be billed directly to the Unit Owner include propane gas, electricity, phone, cable and internet access. Services for potable water and sewage disposal will be a general common expense of the Condominium;

(c) Determination of Common Expenses. As more fully set forth in the Declaration of Trust, the Board of Trustees shall prepare a budget on an annual basis to estimate all charges and expenses that will accrue with respect to the operation and maintenance of Common Elements. The budget shall provide for a reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, the Board of Trustees shall collect from each buyer at settlement a contribution fee equal to two (2) months of the then applicable monthly Common Area fee per Unit or such other amount as may be determined by the Trustees from time to time, (the "Closing Contribution Fee"), along with a contribution fee of \$500.00 for the well system reserve (the "Water System Reserve Fee"). The Closing Contribution Fee and Water System Reserve Fee shall be collected at each Unit closing and all subsequent resale closings. The Closing Contribution Fee and Water System Reserve Fee shall be allocated as more fully set forth in the Declaration of Trust. The Closing Contribution Fee shall be used by the Trustees for such purposes deemed appropriate or desirable in accordance with the Declaration, including the payment of any budget shortfall or any shortfall within reserve or escrow accounts. The Water System Reserve Fee shall be used to reimburse the Declarant for funds advanced by the Declarant as more particularly set forth in the Declaration of Trust. The Closing Contribution Fee

and Water System Reserve Fee shall not be considered as an advance payment of regular assessments;

(f) Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner or other person shall have the right to bring any action for partition or division thereof, except (i) right of the Declarant to convert Common Elements to Units pursuant to one or more phasing amendments; or (ii) otherwise as may be specifically provided for herein or in the By-Laws;

(g) Easements to Use General Common Elements. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all General Common Elements, wherever located (including, without limitation, General Common Elements located within other Units), which serve such Unit Owner's Unit, provided each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of other Units for their permitted purposes. Such easements shall be subject to the rights of the Board of Trustees to adopt rules and regulations ("Rules and Regulations") governing the use of the Common Elements. The initial Rules and Regulations applicable to the Condominium are attached hereto as Exhibit D. In addition to the foregoing, the Promotional Facilities shall be subject to access and use restrictions imposed from time to time by the Declarant;

(h) Rights in Common Elements Subject to Master Deed, etc. Notwithstanding anything to the contrary contained herein, the rights of each Unit Owner with respect to the Common Elements are subject to (i) any rights, easements and limitations on use contained in portions of this Master Deed, the By-Laws or the Rules and Regulations as the same may be amended from time to time, and (ii) the rights, easements and other restrictions set forth in Exhibit A hereto;

(i) Rights of Access of Board. The Board of Trustees shall have, and is hereby granted, the right of access at all reasonable times and upon not less than one (1) day's prior notice (except in the event of an "emergency" (*i.e.*, a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium, including the personal property of other Unit Owners, or for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service to any portion of the Condominium)) to each Unit for purposes of operating, inspecting, protecting, maintaining, repairing and replacing any Common Elements, preserving and protecting other Units and the personal property of other Unit Owners, and correcting, terminating and removing acts or things that interfere with each Unit Owner's use and enjoyment of such Common Elements or are otherwise contrary to or in violation of the provisions of this Master Deed, the By-Laws, the Rules and Regulations or any requirements of applicable law, and the Board of Trustees may for such purpose require each Unit Owner to deposit a key to its Unit with the Board of Trustees;

(j) Encroachment. If any portion of the Common Elements encroaches upon any portion of a Unit, or if any portion of a Unit encroaches upon any portion of any other

Unit or the Common Elements as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Condominium after damage by fire or other casualty, or (iii) any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same to the extent and for the duration of such encroachment;

(k) Additional Utility Easements; Revocable Licenses. The Declarant, for so long as it holds or controls title to any Unit, or the right to phase additional Units to the Condominium, and thereafter the Board of Trustees, shall have the right to access a Unit for purposes of maintaining any Common Element, or Limited Common Element, for which it has responsibility herein. These easements shall specifically include the right to perform inspection and maintenance, as necessary, and the Declarant shall have the right to grant easements for such additional electric, gas, cable television, telecommunication, alarm/monitoring, internet, telephone, water, sewer, propane gas and stormwater management systems, together with related equipment and appurtenances, including, lines, conduits, wires, amplifiers, antennae, satellite dishes, equipment, materials, and installations and fixtures (including those based on, containing and serving future technological advances not now known), whether for utilities or otherwise, or to relocate any existing easements or licenses (wherever located), as the Declarant or the Board of Trustees, as the case may be, shall deem necessary or desirable, provided that such additional utilities or the relocation of existing utilities will i) be located underground, where possible, or if installed above-ground, will be properly screened, ii) not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and iii) shall not result in the imposition of any mechanics' lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement or license, provided such right of access shall be exercised in such a manner so as not to unreasonably interfere with the use of the Units for their permitted purposes. The Declarant or the Board of Trustees, as the case may be, may grant revocable licenses in the Common Elements to Unit Owners at no charge or may establish a reasonable charge therefor. Any such grant will not be construed as a sale or disposition of the General Common Elements;

(l) Security. The Board of Trustees may, but shall not be obligated to, maintain or support certain activities or devices within the Condominium designed to make the Condominium safer than it might otherwise be. Notwithstanding any reference herein to a security system, or other system of a similar nature, neither the Declarant, the Board of Trustees, nor any successor Declarant shall be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of (i) failure to provide adequate security, or (ii) the effectiveness of security measures undertaken;

(m) Rights of Declarant. Until the last Unit is phased in and conveyed to a Unit Owner other than the Declarant, the Declarant reserves the exclusive right and easement to use the Common Elements, including but not limited to the Promotional Facilities, and any other Units owned by the Declarant or an affiliate of the Declarant as models, management offices, sales offices, leasing offices or customer service offices, or an

onsite manager's apartment for any other purpose and to relocate the same from time to time. The Declarant further reserves the right to maintain anywhere within or on the Common Elements advertising signs to facilitate the sales or leasing of portions of the Condominium;

(n) [Intentionally Deleted];

(o) Clothes Dryer Venting. Units may contain a booster fan in the clothes dryer venting duct work. This fan shall be maintained, repaired and replaced by the Unit Owner at its sole cost and expense. Additionally, it is the Unit Owner's obligation to ensure that the allowable venting length requirements of the clothes dryer they install meets or exceeds the venting length of the clothes dryer duct work installed in their basement. Dryer vents shall be inspected and maintained at least once annually;

(p) Obligations of Declarant. The Board of Trustees shall have all of the obligations of the Declarant under agreements with the Town of Boxford, including the Permits and Approvals, which have been assigned to and assumed by the Condominium as well as the construction obligations for the operation of all community systems, including, but not limited to the potable water system, sewage disposal system, Stormwater system, irrigation system together with Operation and Maintenance schedules adopted in accordance therewith; and

(q) Easements for the Benefit of the Town of Boxford. The Common Elements shall be subject to access easements to the Town of Boxford, as necessary in connection with the Permits and Approvals, including but not limited to the express right and easement granted herein to the Town of Boxford for access to all of the roadways, water system, sewage disposal system and stormwater facilities of the Condominium as shown on the Site Plan for purposes of inspection and enforcement of the Operation and Maintenance obligations of the Condominium as set forth herein. This grant of easement shall not imply that the Town of Boxford is obligated to perform such inspections or incur obligations for operation and maintenance of the facilities, the primary responsibility for which shall be the responsibility of the Condominium.

(r) Solar Panel Installation. Units shall be constructed with solar-ready roof support systems consistent with the Massachusetts Building Code. Units may be improved with solar panels under one or more of the following options. In all instances, the solar panels and associated equipment (the "Solar Panel System") shall be owned by the Unit Owner and all costs associated with installation, operation, maintenance and removal shall be borne solely by the Unit Owner:

i) Designated Limited Common Element-Installation by Declarant:

One or more of the Units in the Condominium may have a portion of the roof area designated as Limited Common Element for the purpose of installing a Solar Panel System. Those Units may have a Solar Panel System installed by the Declarant at the time of construction of said Unit, subject in all instances to the Declarant having an upgrade or option

selection for such installation. Construction of Solar Panel System in this instance shall be subject to the Declarant's construction scheduling, plans and specifications.

ii) Designated Limited Common Element-Installation by Unit Owner:

One or more of the Units in the Condominium may have a portion of the roof area designated as Limited Common Element for the purpose of installing a Solar Panel System. Unit Owners in such instances may elect to install a Solar Panel System in accordance with the Condominium policies and procedures set forth below.

iii) No Designated Limited Common Element-Installation by Unit Owner:

Units that do not have designated roof area as Limited Common Element are restricted from the installation of a Solar Panel System, unless the Unit Owner is able to negotiate an easement from the Condominium for use of the roof area, otherwise classified as a General Common Element, provided said easement is in accordance with the Condominium Law, Condominium policies and procedures set forth below and the following:

- The easement is in written and recordable form approved by the Condominium
- The easement is consented to by the Unit Owner's mortgagee
- The easement is consented to by any adjoining Unit Owner that shares in the roof area
- The easement specifies the roof area to be used for installation of a Solar Panel System
- The easement provides an adequate indemnity to the Condominium for all costs and expenses associated with the installation, operation, maintenance and removal of the Solar Panel System
- The easement contains an enforcement mechanism that can be used by the Condominium in the event of non-compliance with the policies and procedures set forth below
- The Unit Owner compensates the Condominium for all costs and expenses associated with drafting of the easement, including the Condominium's attorney fees; and

(s) Policies and Procedures for the Installation of a Solar Panel System. In all instances, except as otherwise governed by the Declarant's initial construction plans and specifications as referenced in Section 5.D.(r)(i) above, the following shall be adhered to:

- i) The Unit Owner is responsible for the cost to install, repair and maintain the Solar Panel System.

- ii) The Unit Owner is responsible for any damage attributable to the installation of the Solar Panel System and will indemnify and hold harmless the Condominium and the other Unit Owners from any harm or damage caused by the Solar Panel System.
- iii) The Unit Owner must insure the Solar Panel System at its sole cost and expense and name the Condominium on the certificate of insurance as an additional insured. The form and amount of the insurance must be satisfactory to the Condominium.
- iv) If the Unit is sold or transferred, the new Unit Owner will be subject to the same conditions set forth herein.
- v) The application for installation of a Solar Panel System shall include plans and specifications and a schematic for the location of all system components. The application shall require identification of panel type and method of installation. Installation shall be made using a comp mount system by Pegasus Solar, or similar.
- vi) All costs incurred by the Condominium related to the application for installation of the Solar Panel System, including but not limited to the Condominium's fees for drafting, completing and recording the easement agreement, if any, will be paid by the Unit Owner.
- vii) If repairs to the roof are required at any time in the sole discretion of the Condominium the Unit Owner will be responsible for removal and replacement of the Solar Panel System within a time frame determined by the Condominium.
- viii) All other provisions of the Condominium Documents relative to Unit Owner improvements, including but not limited to building and zoning permit requirements, construction scheduling, the selection of contractors, worker's compensation and liability insurance shall apply.
- ix) The Condominium may in its sole discretion approve or deny an application or approve an application with conditions including the payment of a fee or deposit to the Condominium. A deposit may be requested and held by the Condominium to insure the proper removal of the Solar Panel System at the end of its useful life.

E. Construction and Transfer of Common Elements

(a) Construction. The Declarant shall cause the Common Elements to be constructed in accordance with the Permits and Approvals and shall convey all right, title and interest in and to the Condominium no earlier than the date of Substantial Completion of such improvements. The Declarant reserves the right to convey such improvements incremental parts as each improvement is Substantially Completed, provided such conveyance is consistent with the Permits and Approvals. The conveyance may be in the form of a grant of easements on land, to the extent such improvements are not located on Common Area of the Condominium, together with the conveyance of all structures, improvements and appurtenances constituting personal property associated with such improvements. The obligations of the Declarant in this Section shall be a covenant

running with the Premises and shall be binding on the Declarant and any successor or assign. The Declarant also reserves the right to grant to the Town, or any other permit granting authority an easement in the Common Elements for purposes of access to and maintenance thereof in the event that the Condominium fails to operate and maintain the Common Elements in accordance with the terms hereof. Nothing herein obligates the Town to accept any responsibility over any common elements or infrastructure in the Development but should such right be afforded, the Declarant and the Condominium shall reimburse the Town for any costs associated with such work. Any such costs shall, as may be permitted by law operate as a lien against the Premise or any portion thereof.

(b) Acceptance. The Declarant shall convey to the Condominium, and the Condominium shall accept, right, title and interest in the Common Elements for no consideration. The Declarant shall be responsible for any recording fees.

(c) Maintenance pending Substantial Completion. The Declarant shall be responsible for the maintenance of the Common Elements until Substantial Completion of such improvements, or such later date deemed acceptable by the Declarant. Thereafter, maintenance shall be the responsibility of the Condominium and considered a General Common Expense. Fee ownership of the land upon which the Common Elements are located shall be considered Common Area of the Condominium.

(d) Substantial Completion. For purposes hereof, the term Substantial Completion shall be defined to include successful completion of improvements to a Common Element in accordance with good workmanship standards, and in accordance with specifications of the Permits and Approvals, to be evidenced by one of the following, as determined by Declarant: i) a certificate of completion or such other documentation as is available from the appropriate authorities of the Town of Boxford, to the extent available, ii) written certification of completion by a licensed engineer; or iii) the release or partial release of a performance guaranty posted with the Town of Boxford in connection with such substantially completed improvement.

6. STORAGE:

All storage by Unit Owners shall be contained within Units or Limited Common Elements of the Condominium and shall be subject to the Rules and Regulations of the Condominium Trust. Nothing shall be left or stored on porches, patios, on or beneath decks, in lawn areas and on walkways, except that Unit Owners may keep weather resistant furniture, and outdoor accessories on patios, and on or beneath decks so long as Unit Owners shall not allow such items to deteriorate or become unsightly.

7. DETERMINATION OF PERCENTAGE INTEREST IN COMMON ELEMENTS:

The percentage interest for each Unit in the Common Elements as set forth in Exhibit C-2 is the approximate relation that the fair market value of such Unit bears to the aggregate fair value of all Units as of the date of this Master Deed. The Declarant reserves the right to alter and/or modify the percentage interest in all Units in the Condominium as additional Units are

added in additional phases, provided that such percentage interests are modified in conformance with the Condominium Law, as amended, and each Unit Owner hereby assents to such changes as the Declarant shall make and as more fully set forth herein.

8. FLOOR PLANS:

The verified floor plan of the buildings to be constructed, showing the layout, location, numbers and dimensions of the Units and other such matters as are required by law, are recorded herewith.

9. USE OF UNITS:

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

The Units are intended only for residential purposes by the owner thereof or his permitted lessees and the members of their immediate families, as more particularly defined by the Age-Restriction provisions defined above. The Declarant shall be specifically exempt from the use limitations hereof to the extent that the Declarant elects to use any of the Units during the construction and marketing of the Condominium for use as marketing, sales or administrative offices.

10. RESTRICTIONS ON THE USE OF UNITS:

A. Units: In addition to the Age-Restriction previously described and defined, the restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Declaration of Trust, the By-Laws set forth therein, the Rules and Regulations, and the provisions of the Permits and Approvals;

(b) No commercial, industrial, recreational or professional activity shall be pursued in any Unit, at any time, with the sole exception for a home occupational office, consistent with the applicable provisions of the Town of Boxford Zoning Bylaws. If zoning regulations change to expand the scope of activities that Unit Owners may pursue lawfully within a Unit, the Unit Owner may apply to the Board of Trustees for approval to commence the permitted use of his Unit. Each application shall be considered by the Board of Trustees on an individual basis. Once the Board of Trustees has given its approval to a particular use of a Unit, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose that occupations carried on in the Unit are permitted only if such use is incidental to the Unit's primary residential use; provided further that the Unit Owners who pursue such incidental occupational use of their Unit shall have no employees, customers or clients at the Unit and shall obtain prior approval as necessary under applicable laws;

(c) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, provided, however, that such modifications shall not change the number of bedrooms in any Unit as originally constructed by the Declarant (the maximum number of bedrooms for any Unit is two (2)) and shall otherwise be subject to the requirements of the Town of Boxford, the Building Code, and provided further that such change of use and or designation is further subject to the provisions of Sections 9, 10 and 11 hereof;

(d) Except on unanimous written approval of the Board of Trustees of the Condominium Trust, in order to preserve the architectural integrity of the buildings and the Units, without modification, and without limiting the generality thereof, no clotheslines and no outdoor clothes drying or hanging shall be permitted in the Condominium, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awning, screen, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light (except for lighting within a Limited Common Element as set forth below), door knocker, or other exterior hardware, exterior Unit door, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions of record.

With the prior majority written consent of the Board of Trustees, and in accordance with design guidelines that the Board may enact from time to time, Unit Owners may install the following improvements within the Limited Common Element designated for each Unit at the rear of the Unit:

i) Additional landscaping may be installed provided that it is contained within the immediate perimeter of the foundation of the Unit (a “foundation planting”) or within the Limited Common Element of the Unit. In the event that any such additional landscaping results in added costs to the Condominium’s landscaping contract and budget, which evaluation shall be solely determined by the Board of Trustees, the Board may assess any additional fee allocable to the additional landscaping installed by Unit Owner to the Unit Owner. Any additional fees assessed to the Unit Owners under this clause, shall be deemed to be a lien on the Unit in much the same manner as other Common Expenses may be imposed under this Master Deed.

In any circumstance, Unit Owners are responsible for periodic watering (by hand only) of the foundation plantings and landscaping within the Limited Common Element at the rear of their Units. Such responsibilities shall include, winterization and general maintenance responsibilities. Unit Owners shall also be responsible for the replacement of all dead and dying plant material, including lawn, flowers, shrubs, and trees that are located within the Limited Common Element at the rear of their Units;

ii) Certain exterior lighting within a Limited Common Element, such as walkways or paths, or lighting that augments hardscape or landscape features within a Limited Common Element, provided it is consistent with guidelines issued by the Board. Any such lighting shall be hooded to shield glare from abutting Units. Operation and maintenance of any such lighting is the responsibility of the Unit Owner, who shall maintain such lighting in operable condition. The Condominium shall not be liable for any damages caused to such lighting (or the associated wiring therefore) by routine landscape maintenance or snow removal services.

iii) Hardscape amenities such as outdoor kitchens, retractable awnings, gas fireplaces and gas fire pits, pergolas, and similar outdoor features, provided that the following shall be prohibited in all instances: pools, tennis courts or other outdoor game courts, storage sheds, and swing sets;

iv) A single gas generator, with a maximum 22Kw capacity, with 200 amp output service (or similar), provided it i) is installed and permitted with a fixed gas line connection or ii) consists of a portable unit fueled by gasoline or propane gas. In all instances, generators must be installed and operated in accordance with all applicable law and manufacturer standards, and be properly located and screened within the Limited Common Element at the rear of a Unit;

v) Privacy fences, extending from the rear of a Unit's exterior wall or a screened porch, if applicable, within the Limited Common Element at the rear of a Unit, are permitted, subject to design review guidelines of the Condominium. Privacy fences shall provide access for landscaping and lawn maintenance (which shall continue to be performed by the Condominium); and

vi) No other accessory building or structure, not otherwise referenced herein shall be permitted.

Unit Owners who desire to erect/construct one or more of the improvements named in this subsection must submit a written request and plans to the Board of Trustees and receive written approval for construction. The Board may impose restrictions design, style, material, color and other conditions in its approval. All such improvements approved and constructed in such manner shall be considered a Limited Common Element appurtenant to the Unit, and shall be maintained in accordance with Section 5.C.(c) above. The grading of any areas surrounding a Unit may not to be changed by a Unit Owner in any manner.

(e) Subject to the provisions of this document regarding good workmanship, maintenance and repair, a Unit Owner may install the following without notice and written approval by the Board of Trustees: i) a storm door on any exterior door, provided that the storm door is an Anderson 2000 or 4000 Series door with clear glass and/or screens, the storm door frame is white and the storm door hardware matches the exterior door hardware, and ii) a Unit Owner may keep planters on porches, patios and decks,

provided that, at the end of each growing season, Unit Owners shall remove dead plant material from their planters.

(f) To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected within or attached to a Unit provided it is not greater than two (2) feet in diameter and prior approval of the Board of Trustees is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas may be erected. Qualified antennas must be erected within a Unit or in an area of a Unit that is not visible from the street frontage or front yard area, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable. Qualified antennas, once installed, must be maintained by the Unit Owner, and the Unit Owner shall bear all responsibility for any loss or damage resulting from installation and operation of the qualified antennas;

(g) No sign, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs, "for sale" or "for rent" signs and those of contractors and subcontractors, shall be erected on or in a Unit, without the prior written consent of the Board of Trustees. If permission is granted to any Unit Owner to erect a sign within the Unit, the Board of Trustees reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Unit Owner with a sign to be used for such purposes. No sign shall be nailed or otherwise attached to trees. Unit Owners may not erect any sign on any of the Common Elements;

(h) The limitations on use and restrictions set forth in Sections 9 and 10 shall be for the benefit of the Unit Owners and the Board of Trustees as the persons in charge of the Common Elements, shall be enforceable solely by said Board of Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Board of Trustees;

(i) Each Unit Owner shall maintain his Unit in a manner satisfactory to the Board of Trustees and in accordance with the Master Deed, Declaration of Trust and Rules and Regulation issued in connection therewith. Maintenance provisions hereof shall apply to those Limited Common Elements for which a Unit Owner may have exclusive use. In the event that a Unit is not so maintained, the Board of Trustees shall have the right to enter upon the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days prior written notice to cure any maintenance problems or deficiencies. In the event that the Board of Trustees exercises its right of entry for maintenance purposes, the Board of Trustees shall have the right to assess the particular Unit Owner for the cost of such maintenance. The Board of Trustees shall have the right to establish Rules and Regulations governing the maintenance of any Unit;

(j) No Unit shall be maintained at an ambient temperature of less than fifty degrees (50°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Unit or in the building in which the Unit is located. In addition, every Unit shall be maintained at an ambient relative humidity in accordance with recommended standards for proper maintenance of fixtures, appliances, furnishings and equipment in accordance with manufacturer specifications;

(k) In keeping with the operation of the Condominium, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any requirements of applicable law or Rules and Regulations. In connection therewith, no Unit Owner shall maintain or use any electrical or mechanical exercise equipment or free weights within the confines of Unit, except in the basement area. Notwithstanding the foregoing, each Unit Owner hereby agrees for itself, its successors and assigns, that no sale, sublease or use of all or any portion of any other Unit for the uses permitted herein (including without limitation, the uses specifically referenced in Section 9), shall, if undertaken in a customary or reasonable manner, constitute a nuisance or otherwise be deemed to adversely affect such Unit Owner's use and enjoyment of its Unit or the Common Elements;

(l) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning bylaws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit, shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Board of Trustees, except as may be otherwise provided for herein;

(m) No portion of any Unit, or the Condominium generally, shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in a Unit or in areas of the Condominium designated for this purpose by the Declarant (in connection with its construction) or by the Board of Trustees, provided that these materials are kept in sanitary containers in a clean and sanitary condition. In addition, no garbage grinders or garbage disposal shall be permitted in any Unit. Additional restrictions on waste discharge to the septic system may be enforced by the Condominium in accordance with MassDEP or Board of Health policy and permit requirements;

(n) No use of the Common Elements shall be made except for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units, including the sales, marketing and promotional services contemplated by Declarant;

(o) No Unit Owner shall alter or perform or permit to be performed any work to any portion of the Common Elements, including the Limited Common Elements, without the prior consent of the Board of Trustees except in case of an emergency. All such work

may only be performed by a person who shall deliver to the Board of Trustees prior to commencement of such work, in form satisfactory to the Board of Trustees:

- i. releases of the Board of Trustees and the Condominium for all claims that such person may assert in connection with such work;
 - ii. indemnities of the Board of Trustees and the Condominium, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements;
 - iii. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Trustees; and
 - iv. all other information and protections which the Board of Trustees may reasonably require.
- (p) Nothing herein shall give the Board of Trustees authority to regulate, control or determine external design, appearance, use or location of portions of the Condominium under development, or to be developed in accordance with the phasing rights set forth herein, or Units under construction, or to be constructed, marketed or sold by the Declarant;
- (q) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the storage area or other area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Board of Trustees may designate. Unit Owners may use gas grills that are positioned within Limited Common Element areas to the rear of a Unit and no closer than ten (10') feet from exterior siding, or such other distance as may be stipulated by the Building Code and manufacturer specifications. No gas grills shall be used or stored on the balconies, and no gas grills shall be stored in any driveways or in the front of any Unit. Charcoal grills are prohibited in all instances. Unit Owners may use external fireplaces and/or firepits fueled by gas within the Limited Common Element areas to the rear of a Unit, provided they are at all times kept a 10' minimum distance away from any structure, or such other distance as may be stipulated by the Building Code and manufacturer specifications. The use of fireplaces and/or firepits fueled by materials other than gas are prohibited. Unit Owners who have grills, fireplaces and/or firepits shall maintain functioning fire extinguishers in close proximity to such devices, and Unit Owners are responsible for any damage caused by such devices;
- (r) The Board of Trustees may further prohibit or restrict the use of the Common Elements from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons;

(s) Driveways, streets and parking areas on the Condominium shall be used by Unit Owners, occupants and guests for fully operable, inspected and registered four (4) wheel passenger vehicles, two (2) wheel motorized bicycles and standard bicycles only. Driveways and garage spaces at each of the Units shall be defined as Limited Common Element for the Unit. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, snow plowing equipment of any kind, trucks (unless less than one (1) ton capacity) or vehicles with commercial lettering (unless commercial lettering is fully covered by a magnetic strip) shall be permitted to be parked on the Premises, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work or if entirely enclosed in a Unit Owner's garage. Motor vehicles including, but not limited to, mini-bikes, snowmobiles and off-road motorcycles, may not be driven on the Premises by any Unit Owner, occupant or guest. No parking shall be allowed on any of the roadways. Parking shall be restricted in other non-roadway areas of the General Common Elements or Limited Common Elements of the Condominium, to those areas specifically identified for parking. Parking in the parking lot adjoining the Clubhouse shall be for temporary use while using the Clubhouse and recreational amenities and shall not be used as accessory spaces for any of the Units;

(t) 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;

(u) The ability to keep a pet is a privilege, not a right. Any pet which exhibits aggressive behavior (which shall be determined in the sole discretion of the Board of Trustees), which causes or creates an unreasonable disturbance or noise, or whose owner repeatedly fails or refuses to comply with these restrictions, will be permanently removed from the Condominium within ten (10) days of the date of written notice from the Board of Trustees following notice and a hearing. In no event shall any dog whose breed is noted for its viciousness or ill temper, in particular the American Staffordshire Terrier, known as "Pit Bull Terrier", or any cross-breed thereof, be permitted in the Condominium. A Unit Owner will have the burden of proving, at his or her own expense, that his or her dog is not an American Staffordshire Terrier, or a "Pit Bull Terrier", or any cross-breed thereof, if it is suspected to be such by the Condominium Trust. Unless otherwise prohibited above, Unit Owners may keep in their Units, without the approval of the Board of Trustees, up to two (2) dogs, cats, or other common household pet, provided that the number of such pets are not kept, bred, or maintained for any commercial purposes, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Premises. Unit Owners shall not keep any other type of animal, livestock, reptile or poultry of any kind, and any animal that is venomous, or has a poisonous defense or capture mechanism, or, if let loose, would constitute vermin, is prohibited. All animals shall be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. The Board of Trustees may restrict the walking of pets to certain areas. Unit Owners who walk their pets on Common Elements must clean up after their pets. If, in the opinion of the Board of Trustees, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or

refuses to comply with these restrictions, the Unit Owner, upon written notice, may be required to remove the pet from the Condominium. Pets may not be left unattended or leashed in yards or garages or on porches or decks. Pursuant to Rules and Regulations, the Board may further regulate pets, including but not limited to number and type of pets. No dog houses shall be permitted; and

(v) Rental/Leasing:

i. A Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

Any lease, or occupancy agreement, shall:

- (1) ensure compliance with the Age Restriction provisions of Section 4.B.
- (2) be in writing and apply to the entire Unit, and not merely a portion thereof;
- (3) be for a term of not less than twelve (12) months;
- (4) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust, and the By-Laws and Rules and Regulations thereof, as the same may have been amended most recently prior to the execution of the lease, or occupancy agreement; and
- (5) contain the following notice, in capital letters, double-spaced:
“THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE CONDOMINIUM ARE (EXCEPT AS AFORESAID) THE OWNER OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST, THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND

UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE BOARD OF TRUSTEES (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT).”; and

ii. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust, the By-Laws and the Rules and Regulations, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the Board of Trustees shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Board of Trustees and Unit Owners (other than the Owner of the affected unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Board of Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

- (1) The Board of Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of Board of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law;
- (2) In addition, the Board of Trustees shall include in the written notice of default provided to the Unit Owner an additional notice of the dispute resolution procedures applicable to the Condominium as set forth in detail below;
- (3) The Board of Trustees shall be entitled to levy a fine, or fines, or give a notice or notices to quit followed by a summary process action or actions, and the Board of Trustees shall be entitled to elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default;
- (4) All of the expenses of the Board of Trustees in giving notice and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected unit, and such costs and expenses may

be enforced and collected against the Unit Owner and Unit as if the same were common expenses owed by the Unit or Unit Owner;

- (5) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this Section, and shall, at his own expense, and upon his own initiative furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section;
- (6) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Board of Trustees in each instance. Such approval shall not limit any rights or remedies of the Board of Trustees or Unit Owners of the event of a subsequent default;
- (7) A true copy of the lease or occupancy agreement shall be delivered promptly to the Board of Trustees forthwith after its execution;
- (8) The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement;
- (9) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Board of Trustees, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement; and
- (10) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this Section.

iii. Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his or her mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

B. Light, Air and View. No Unit Owner shall have an easement for light, air or view over the Unit of another Unit Owner and no diminution of light, air or view by any building or improvement now existing or hereafter erected shall entitle the Unit Owner or any other person to claim any easement for light, air or view within the Condominium.

C. Noise Disclaimer. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that sound transmission may be difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit.

The Declarant does not make, and specifically disclaims, any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Condominium. By acceptance of a deed, each Unit Owner will be deemed to have expressly released Declarant from any loss, claim, liability or damage now or hereafter arising from or related to noise in an adjoining Unit.

D. Benefit of Restrictions; Enforcement. The foregoing restrictions on the permitted uses of said Units shall be for the benefit of all Unit Owners and shall be enforceable solely by the Board of Trustees. Said restrictions are intended to be perpetual, and to that end, may be extended by the Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except such as occur during such Unit Owner's time of ownership.

E. Declarant Exemption. The provisions of this Section are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Condominium to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Condominium. The restrictions of this Section shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction, sale and marketing of the Condominium.

F. Construction Inconveniences. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that during a period of construction within the Condominium, if the construction of the Unit is completed prior to the completion of the construction of other Units in the Condominium, there may be certain inconveniences to the Unit Owner until all construction within the Condominium is complete. Inconveniences may include noise, dust, odors and debris associated with construction, interference with access and temporary interruptions of utility services. In acceptance of a deed to his or her Unit, each Unit Owner acknowledges and agrees that the Declarant shall have no liability or responsibility for any such inconvenience, and, in particular, no obligations to power wash or otherwise clean the exterior of any Unit or Common Element.

11. ALTERATIONS AND COMBINATION OF UNITS:

Unit Owners shall have the right within their respective Units to make non-structural alterations, additions, improvements and other repairs, provided that any modification, removal, installation of non-bearing walls or other improvements shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Board of Trustees, and provided further that any alterations, additions, improvements and repairs having any effect on a Unit's structure or mechanical, electrical or plumbing systems (including, without limitation, life safety systems) must be approved in advance by the Board of Trustees. .

No Unit may be subdivided hereunder.

Any Unit Owner(s) undertaking construction in its Unit or in connection with Limited Common Elements appurtenant to its Unit, whether in connection with the exercise of its rights under this Section 11 or otherwise, shall maintain such additional insurance in full force and effect throughout the construction period, as may be required by the Board of Trustees. Said Unit Owner(s) further agree that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner(s), in a good and workmanlike manner and in accordance with all requirements of applicable law and the Rules and Regulations, and shall be compatible in quality with the original construction materials incorporated into the Condominium, (ii) no construction, reconstruction, or renovation shall be undertaken that will affect or endanger the structure of a Unit or the mechanical, electrical or plumbing systems of the Condominium, (iii) all construction activities shall conform to the Rules and Regulations concerning use of dumpsters and work hours, (iv) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit or the Common Elements; and (v) it will enter into a written agreement with the Condominium Trust containing terms and conditions established by the Board of Trustees governing such construction, including, without limitation, the right to require such Unit Owner to obtain lien payment and performance bonds. Any Unit Owner performing such work shall be responsible for any damage to other Units or any Common Elements caused by or attributable to such work.

Nothing in this Section, however, shall preclude or otherwise prohibit the Declarant from constructing, altering or otherwise modifying Units, buildings in which the Units are located, or other improvements, as the Declarant deems necessary in its sole discretion in order to complete construction of the Condominium in accordance with the Permits and Approvals, and such other plans and specifications developed by the Declarant.

12. AMENDMENTS:

A. Phasing Amendments:

(a) Declarant reserves for itself, its successors and assigns, the right and power, without any further consent of any person, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases (or sub-phases) to the Condominium by recording amendments, submitting additional components of the adjoining land to the description of the Premises, converting General Common Elements to Units, and submitting additional Units to the provisions of the Condominium Law, and of amending the number, order, and/or mix of phases and Units, or for any other purpose consistent with the reserved powers of the Declarant;

(b) Each such amendment shall be effected by recording with the Essex (South) Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, their successors and/or assigns, together with a revised Exhibit C-2 (showing any new Units submitted to the provisions of the Condominium Law, the information set forth in Exhibit C-2 attached hereto) and a revised Site Plan showing any new buildings and Floor Plans for the new Units being added to the Condominium, which Floor Plans shall comply with the Condominium Law;

(c) Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, and any mortgagee, by recording a mortgage on a Unit, shall thereby have consented to the provisions hereof, including without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section and to alter the common area percentages established for Units, without the requirement or necessity of securing any further consent or execution of any further document from the Owner or mortgagee of such Unit. Any such amendment shall be conducted in accordance with the applicable requirements of the Condominium Law, and such amendment when so executed by Declarant and recorded with the Essex (South) 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. For the purposes of implementing the provisions of this Section, each Unit Owner, by acceptance of a Deed to a Unit in the Condominium, and each mortgagee, by recording a mortgage on a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorney-in-fact for each such Unit Owner and such mortgagee, which power is coupled with an interest, shall be irrevocable, shall run with the land, and shall be binding upon such Unit Owner's heirs, executors, successors and assigns;

(d) Any right or power reserved to the Declarant in this Section or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power; and

(e) Notwithstanding the foregoing, the right to amend this Master Deed to add phases shall expire fifteen (15) years from the date of the recording of this Master Deed (the "Phasing Deadline"). In the event at the Phasing Deadline, as the same may be amended, modified, extended or revived pursuant to the terms of the Master Deed and M.G.L. c.183A, Section 5, less than all of the Units have been phased in accordance with the Phasing Schedule, the percentage interest in the Common Elements for each Unit shall be recalculated in accordance with Exhibit C-3.

B. Other Amendments:

This Master Deed may be amended by an instrument in writing:

(a) Signed by Unit Owners, who, collectively, shall constitute at least seventy-five (75%) percent of the beneficial interest of the Unit Owners;

(b) Signed and acknowledged by a majority of the Board of Trustees hereinafter referred to; and

(c) Duly recorded with the Essex (South) Registry of Deeds, PROVIDED HOWEVER, that

- i. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof;
- ii. No instrument of amendment that alters the dimensions of any Unit or adversely affects a Unit Owner's exclusive right to use and enjoy any Limited Common Elements as provided herein shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been signed by the Unit Owner(s) whose Unit(s) or right(s) is so affected;
- iii. Other than as provided herein and in the Condominium Law with respect to the phasing of Condominium improvements and Phasing Amendments, no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an amendment to the Master Deed;
- iv. No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been assented to by such holder;
- v. Nothing in this Section 12 shall be deemed to impair the right of the Declarant at any time and from time to time, until Declarant no longer holds or controls title to any Unit to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any Mortgagee thereof), the Board of Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purposes of: (i) making minor, clerical or factual corrections to the provisions of this Master Deed or to any Site Plans or Floor Plans recorded therewith; (ii) complying with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies to make, purchase, sell, insure or guarantee institutional mortgages covering Unit ownership; (iii) exercising its rights pursuant to Section 4 of this Master Deed; or (iv) bringing this Master Deed into compliance with the Condominium Law, to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Elements;
- vi. No instrument of Amendment which alters the use to which any Unit may be put shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

vii. With the exception of Phasing Amendments, or amendments, modifications, extensions or revival of the Phasing Deadline, which shall proceed in the manner specified by M.G.L. c.183A, Section 5, no instrument of amendment which alters the voting rights of any Unit Owner shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

viii. No instrument of amendment which affects the Declarant's rights under this Section, Section 4 or Section 5 shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns;

ix. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Condominium Law, Town of Boxford Zoning Bylaws, the Building Code, the Permits and Approvals, as amended, shall be of any force or effect; and

x. No instrument of amendment which alters this Master Deed in any manner during the period of time in which the Declarant continues to own any of the Units in the Condominium shall be effective, regardless of the percentage vote taken in accordance with Section 12.B.(a) above, without the affirmative vote and consent of the Declarant.

13. CONDOMINIUM TRUST:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is set forth in the Declaration of Trust (including the By-Laws thereof). The Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements.

14. UNITS SUBJECT TO MASTER DEED, BY-LAWS, UNIT DEED, RULES AND REGULATIONS:

All present and future Owners, tenants, visitors, servants, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, the Rules and Regulations, as they may be amended from time to time, (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all 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 or conveyance or lease or license thereof, and (ii) a violation of the provisions of the

Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

15. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS:

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Board of Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein.

16. INVALIDITY:

The invalidity of any provisions 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 provisions had never been included herein.

17. 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.

18. CAPTIONS:

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

19. CONFLICTS:

This Master Deed is set forth to comply with the requirements of the Condominium Law. In case any of the provisions stated above conflict with the provisions of said statute, the provision of said statute shall control.

20. PROVISIONS FOR THE PROTECTION OF MORTGAGEES: FHLMC, FNMA PROVISIONS:

Notwithstanding anything in this Master Deed or in the Declaration of Trust and By-Laws to the contrary, and in any event subject to any greater requirements imposed by the Condominium Law, the following provisions shall apply for the protection of the holders of first

mortgages (hereinafter “First Mortgagees”) of record with respect to the Units and shall be enforceable by any First Mortgagee:

A. In the event that the Unit Owners shall amend this Master Deed or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (a) foreclose to 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 through the procedures described in subparagraphs (a) and (b).

B. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust.

C. Any First Mortgagee who obtains title to any Unit by foreclosure pursuant to any other remedies provided in its mortgage or by law shall not be liable for more than six (6) months of such Unit’s unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

D. Except as provided herein and in accordance with the Condominium Law, all liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of registration of any first mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Board of Trustees in connection with unpaid assessments shall be subordinate to a prior recorded first mortgage.

E. The Unit Owners and the Board of Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to Units comprising at least fifty-one (51%) percent of the undivided interests in the Common Elements have given their prior written consent thereto:

- (a) by any act or omission, seek to abandon or terminate the Condominium, whether in the event of substantial destruction of the Condominium by fire or other casualty, in the case of taking by condemnation or eminent domain, or for other reasons;
- (b) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;
- (c) partition or subdivide any Unit;

(d) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements provided that the granting of easements for public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagee shall be required pursuant to this clause; or

(e) use hazard insurance proceeds on account of losses to either the Units or the Common Elements other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Declaration of Trust, which contains provisions dealing with substantial losses in conformity with the requirements of the Condominium Law.

F. Consistent with the provisions of the Condominium Law, 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.

G. Condominium fees, dues and charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

H. In no event shall any provisions of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of such Unit and/or the Common Elements.

I. A First Mortgagee, upon written request made to the Board of Trustees, shall be entitled to:

(a) written notification from the Board of Trustees of any default of its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;

(b) written notification of a lapse, cancellation or material modification of any insurance policy maintained by the Condominium Trust;

(c) inspect all books and records of the Condominium Trust at all reasonable times;

(d) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(e) receive written notice of all meetings of the Board of Trustees, and be permitted to designate a representative to attend all such meetings;

(f) receive prompt written notification from the Board of Trustees of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit upon which the First Mortgagee holds a first mortgage; and

(g) receive written notice of any proposed action that requires the consent of a specified percentage of First Mortgagees in accordance with this Master Deed, the provisions of the Declaration of Trust or the Condominium Law.

J. No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of one (1) year, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Any first mortgage holder that does not deliver or post to the Board of Trustees a negative response within sixty (60) days of written request by the Board of Trustees for approval of any non-material addition or amendment pursuant to this Section, which notice shall be sent by certified or registered mail, return receipt requested, shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Board of Trustees making reference to this Section, when recorded at the said 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 Condominium Law.

The Declarant intends that the provisions of this Section 20 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 20 may not be amended or rescinded without the written consent of First Mortgagees for Units comprising at least fifty-one (51%) percent of the undivided interests in the Common Elements, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Essex (South) Registry of Deeds in accordance with the requirements of Section 12 hereof.

21. DECLARANT'S RESERVED RIGHTS:

Notwithstanding anything to the contrary contained in this Master Deed, the Declarant shall have reserved herein the following rights, without the consent of any Unit Owners or Unit Mortgagees:

A. The right to record an amendment of the Master Deed to effectuate the rights reserved to the Declarant under this Section 21 of this Master Deed:

(a) In furtherance of the foregoing, the Declarant shall have the right, without the consent of any Unit Owner or Unit Mortgagee, to execute and to record any amendment of this Master Deed effectuating the reserved rights permitted hereby, including but not

limited to phasing rights and the right to grant access and utility easements in connection with the development of any lands adjacent to the Condominium, and, if necessary or otherwise desirable, to execute and record an Amended Master Deed of the Condominium comprising and consolidating the amendments by which such reserved rights are effectuated, and any other amendments hereto which have been duly made and recorded, which Amended Master Deed shall thereupon supersede this Master Deed and all such amendments and said Master Deed shall thereupon be and constitute the Master Deed of the Condominium as so completed.

(b) It is expressly understood and agreed that no such amendments shall require the consent 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 signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Essex (South) 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.

(c) In the event that notwithstanding the provisions of this Section to the contrary, it shall ever be determined that the signature of any Unit Owner is required on such amendment to this Master Deed or any Amended Master Deed recorded under the provisions of this Section 21, then the Declarant and his successors in title (including, without limitation, mortgagees in possession and purchasers at foreclosure or by deed in lieu of foreclosure) shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment or Amended Master Deed by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(d) All of the Declarant's rights and interests under and pursuant to this Section 21 of this Master Deed shall inure to the benefit of the Declarant and their successors, assignees or nominees including without limitation any holder of a mortgage on the Declarant's interest in the Condominium, or any subsequent title holder claiming by, through or under any such mortgage through foreclosure, or deed in lieu thereof or otherwise.

B. Declarant's Rights to Amend Master Deed. Until the last of the Units are conveyed of record by the Declarant, including but not limited to Units that are added or to be added to the Condominium in connection with phasing rights referenced herein, Declarant hereby also expressly reserves the right, without the consent of any Unit Owner or Mortgagee other than as already granted as set forth below, to amend this Master Deed, the Declaration of Trust and the Rules and Regulations, the plans and any other documents recorded with the

Registry of Deeds in connection with the Condominium with such changes as are necessary or desirable to (i) correct technical or typographical errors herein; (ii) comply with the requirements of FNMA (hereinafter defined), FHLMC (hereinafter defined) or any other public, quasi-public or private entity which performs functions reasonably similar to those currently performed by such entities; (iii) comply with the Condominium Law; (iv) comply with the requirements of the Land Court Department of the Trial Court; and (v) enable Declarant to exercise any of the rights and easements reserved to Declarant in Section 12 or any other provision of this Master Deed.

In furtherance of the foregoing, each Unit Owner and Mortgagee hereby irrevocably appoints the Declarant and its successors and assigns as its attorney-in-fact with full power coupled with any interest which cannot be revoked, to execute, acknowledge and record all instruments necessary to accomplish the foregoing, all as more particularly set forth in Section 21 hereof.

C. Declarant's Additional Rights.

(a) Declarant's Reservation of Rights:

- i. In addition to all other rights of Declarant hereunder, and in addition to Declarant's right to amend this Master Deed as otherwise set forth in Section 12 hereof, until the last of the Units are conveyed of record by the Declarant, including but not limited to Units that are added or to be added to the Condominium in connection with phasing rights reserved herein, and all construction work is completed, including warranty repair work on Units or Common Elements, Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, (i) the right and easement to use, occupy, and alter the Premises for all purposes necessary or desirable in order to construct, market and sell the Units, and the Common Elements therefor; (ii) the right to grant easements across the Premises for the installation of utilities serving the Condominium and/or Units therein; (iii) the right to grant temporary easements to others to use the roadways and paths for vehicular and pedestrian traffic for all purposes necessary or desirable in order to construct the Condominium, and the Units therein, and the Common Elements therefor; and (iv) the right to impose any additional provisions required by or consistent with the Permits and Approvals.
- ii. Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, the following rights to be in full force and effect until the last of the Units are conveyed of record by the Declarant, including but not limited to Units that are added or to be added to the Condominium, and all construction work is completed, including warranty repair work on Units or Common Elements: the right of access, ingress, and egress over and upon the Premises and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for sales and marketing purposes (which right shall include operation of the Promotional

Facilities and the right to place a trailer or other temporary structure on the Premises for such marketing purposes) and for the work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by Declarant; the right to use General Common Elements or any Units owned by the Declarant as Promotional Facilities, as offices or for any other use the Declarant deems necessary or desirable in connection with the marketing, sale and leasing of Units; the right to use parking spaces in connection with the Promotional Facilities; the right to post signs, displays and fixtures in the Common Elements and on the Premises to promote sales of Units and to conduct general sales activities; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Units and the Common Elements and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air and all water and sewer distribution piping, to serve any or all of the Units and the Common Elements; to pass and repass by foot and vehicle over all driveways, roadways, access ways and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways 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 Premises as shown on the plans filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including, without limitation, the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit; to restrict the use by Unit Owners of Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by utility lines, pipes, wires, cables, conduits, and sewage and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Units or Common Elements under construction 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 and parking spaces that have not been assigned to any specific Unit; to make nonmaterial modifications to the locations and specifications of the General Common Elements and Limited Common Elements of the Condominium as a result of construction site constraints, so-called field changes, zoning restrictions, the availability of fixtures and equipment, and such other constraints, which modifications may affect the overall layout and design of the Condominium; and, in general, the right to do all

things necessary or desirable in order to construct and complete all of the Units and the Common Elements in connection therewith.

iii. The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the By-Laws of the Condominium Trust, at any time, and from time to time, to any person, trust, form, or entity as may be determined by Declarant.

(b) Consent to Declarant's Right to Amend Master Deed and Declarant's Reservation of Rights. Each Unit Owner hereby consents, and by the acceptance and recording of the deed to its Unit shall thereby again consent, for itself, its heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to Declarant's right to amend this Master Deed as set forth in Section 12 hereof including, without limitation, the right to amend this Master Deed to grant or exercise any right or easement described in this Master Deed including, without limitation, Declarant's rights as set forth in Section 21 hereof.

In the event that notwithstanding the provisions of this Section to the contrary, it shall ever be determined that the signature of any Unit Owner, other than Declarant, is required on any amendment to this Master Deed, 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 and in the name of each Unit Owner; and each Unit Owner hereby constitutes and appoints, and by the acceptance and recording of the deed to its Unit shall thereby again constitute and appoint, the Declarant as its attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

(c) Prohibited Actions. Despite any assumption of control of the Board of Trustees by Unit Owners other than the Declarant, until the Declarant has phased and/or sold every Unit in the Condominium, the Board of Trustees is prohibited from taking any action which would discriminate against the Declarant, or which would be detrimental to the phasing, construction, sale or leasing of Units, in the Declarant's sole discretion. The Board of Trustees will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to the assumption of control of the Board of Trustees by Unit Owners other than the Declarant until the Declarant conveys the last Unit owned by it in the ordinary course of business.

(d) Restriction on Wireless Antennas. Notwithstanding Section 5.D.(k), or any other provision of this Master Deed to the contrary, the Declarant shall have no right, reserved or otherwise, to grant an easement, license or other approval for the installation of wireless communication services, pursuant to the provisions of the Boxford Zoning Bylaw, Section 196-22.

22. TERMINATION OF CONDOMINIUM:

The Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the By-Laws) until such time as its withdrawal from the provisions of the Condominium Law is authorized by a vote of Unit Owners, who, collectively, shall constitute at least seventy-five (75%) percent of the total beneficial interest of the Unit Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Board of Trustees, First Mortgagees with respect to Units comprising at least fifty-one (51%) percent of the undivided interests in the Common Elements, if any, and without the written consent of the Declarant (until such time as the Declarant no longer holds or controls title to any Unit). In the event said withdrawal is authorized as aforesaid, the Condominium shall be subject to an action for partition by any Unit Owner as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements; provided, however, that no payments shall be made to a Unit Owner until all liens on its Unit have been satisfied in full in the order of priority of such liens.

23. COMPLIANCE AND DEFAULT:

A. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of the Condominium Law, the Master Deed, the Declaration of Trust, Bylaws and the Rules and Regulations, adopted pursuant thereto, the same as they may be amended from time to time.

B. The Board of Trustees shall have the power to adopt, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of the Condominium Law, this Master Deed, including, but not limited to, such enforcement procedures and penalties for violations as the Board of Trustees shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board of Trustees in accordance with the By-Laws. A copy of such Rules and Regulations and copies of any amendments thereto shall be delivered or mailed to each Unit Owner or occupant of a Unit promptly after the adoption thereof and shall become binding upon all Unit Owners, their successors in title and assigns, and occupants.

C. Failure of any Unit Owner, other than the Declarant to the extent permitted by the Condominium Law, to comply with any provisions of the Condominium Law, the Master Deed, Declaration of Trust, the Bylaws or any Rules and Regulations shall entitle the Board of Trustees to the remedies provided herein, and also to the following relief, none of which remedies shall be exclusive of any other remedies: to sue for the recovery of damages or for injunctive relief, or both, subject to compliance with Section 24 (as applicable) and Section 25.

D. The failure of the Declarant or Board of Trustees to enforce any covenant, restriction or other provision of the Condominium Law, the Master Deed, Declaration of Trust,

the Bylaws or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

24. AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT ARBITRATION OR LITIGATION:

A. The Declarant and the Board of Trustees and all Persons subject to this Declaration (and any Person not otherwise subject to this Declaration who agrees to submit to this Article) (collectively, “Bound Parties” and each a “Bound Party”), agree to attempt to resolve disputes against other Unit Owners, the Declarant and/or the Board of Trustees without the emotional and financial costs of arbitration/litigation (as applicable). Accordingly, each Bound Party agrees not to file arbitration/suit (as applicable) against another Unit Owner, the Board of Trustees and/or the Declarant in any tribunal with respect to a Claim described in subsection (b), unless and until he has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 25.A, B and C in a good faith effort to resolve the Claim. The provisions of this Section 24 and Section 25 shall not apply to any efforts of the Board of Trustees to collect Assessments or other amounts owed to the Condominium from any Owner (but not including Declarant).

B. As used in this Article, the term “Claim” shall refer to any claim, grievance, or dispute arising out of or relating to:

- (a) The interpretation, application, or enforcement of the Master Deed, Declaration of Trust, Bylaws and/or any Rules and Regulations;
- (b) The rights, obligations, and duties of any Bound Party under this Master Deed, Declaration of Trust, the Bylaws and/or Rules and Regulations;
- (c) The design or construction of improvements within the Condominium, including, without limitation, any improvements located within Common Elements; and/or
- (d) Any actions taken or untaken by the Board of Trustees or by the Declarant.

The foregoing notwithstanding, the following shall be considered Claims and shall be subject to the binding arbitration procedure set forth in Section 25.D., but shall not be subject to the procedures set forth in Section 25.A, B or C:

- i. Any action to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the arbitrator may deem necessary in order to maintain the status quo and preserve the ability to enforce the provisions of this Master Deed; Declaration of Trust, Bylaws or the Rules and Regulations; and
- ii. Any suit as to which the applicable statute of limitations would expire within ninety (90) days of giving the Notice required by Section 25.A, unless the party or parties against whom the Claim is made agree in writing to toll, or extend, the Claim’s statute of limitations to comply with this section.

The foregoing notwithstanding, the following shall not be considered a Claim unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 25:

Any suit that does not include Declarant and/or the Board of Trustees as a party if such suit asserts a Claim that would constitute a cause of action independent of the Master Deed, Declaration of Trust, Bylaws or Rules and Regulations.

25. DISPUTE RESOLUTION PROCEDURES

A. Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice (“Notice”) to each Respondent and Declarant (if the Declarant itself is not the Respondent and is still selling Units in the Condominium, or still has phasing rights with respect to the Condominium) stating plainly and concisely:

- (a) The nature of the Claim, including the Persons involved and the Respondent’s role in the Claim;
- (b) The legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);
- (c) The Claimant’s proposed resolution or remedy; and
- (d) The Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

B. Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

C. Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other agreed upon period), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by Declarant if Declarant is not a party to the Claim or, if Declarant is a party to the Claim, to an independent agency providing dispute resolution services in the County in which the Condominium is located. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submitting the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file arbitration as set forth below.

Each Bound Party shall bear its own costs hereunder, including attorneys' fees, and each Party shall pay an equal share of the mediator's fees.

D. Binding Arbitration. If parties to such Claim cannot resolve the Claim as set forth in sub-Section (c) above, or the Claim is exempt from the above resolution process as set forth in Section 24.B, then such Claims shall be resolved by binding arbitration. Each Bound Party shall bear its own costs hereunder, including attorney's fees and each Bound Party shall pay an equal share of the arbitrator's fees.

(a) Such binding arbitration shall be before a single arbitrator selected through the American Arbitration Association ("AAA"), unless a single arbitrator is otherwise mutually agreed upon by the Respondent(s) and Claimant(s). Absent a mutual agreement to the contrary, the arbitration shall be conducted in accordance with its Expedited Procedures of the Commercial Arbitration Rules, which rules can be viewed at www.adr.org. If AAA is unable to arbitrate a particular Claim, then that Claim shall be resolved by binding arbitration by a single arbitrator selected through AAA's successor or an equivalent organization, or by any other single arbitrator mutually agreed upon by the parties. **The arbitrator may not preside over any form of representative, collective or class proceeding, all of which are hereby expressly waived and precluded by this paragraph. Absent agreement of the parties, no arbitration between the parties or any claims asserted in an arbitration between the parties shall be consolidated with another arbitration for any purposes.** Notwithstanding anything in the Commercial Arbitration Rules to the contrary, and except as provided for in the Act or as provided for in state or federal statutory law that may not be waived, in no event shall any Bound Party be entitled to recover its attorney's fees or costs in any arbitration.

(b) The provisions of this sub-Section shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

(c) Each Bound Party agrees that Declarant may include in any arbitration Declarant's claims against its design professionals, contractors, subcontractors and suppliers for contribution, indemnity or any other contractual or common law relief.

(d) **EXCEPT AS LIMITED BY LAW, EACH BOUND PARTY HEREBY WAIVES THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING WITHOUT LIMITATION A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT HEREUNDER.**

E. Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file arbitration without the need to again comply with the procedures set forth in 25.A-C of this section.

For the Grantor's title, see the deed recorded at the Essex (South) Registry of Deeds at Book 32071, Page 540. For Certificate of Vote of Declarant, see Book 40882, Page 543.

IN WITNESS WHEREOF, the undersigned on behalf of Toll Northeast V Corp. has hereunto set his hand and seal as of _____, 2022.

TOLL NORTHEAST V CORP.

By: David Buckley, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared David Buckley, as Authorized Signatory of Toll Northeast V Corp., personally known to me and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose, as the voluntary act of Toll Northeast V Corp.

Notary Public
My Commission Expires:

EXHIBIT A
THE WILLOWS AT BOXFORD CONDOMINIUM
PROPERTY DESCRIPTION

Lot A on that certain plan entitled: “Plan of Land Located in Boxford, Mass., prepared for Price Family, LLC,” prepared by The Morin-Cameron Group, Inc., dated August 6, 2021, recorded with the Essex South Registry of Deeds as Plan No. 534 of 2021, Plan Book 40289, Page 565 (2 Sheets).

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EXHIBIT A-1

LIST OF PERMITS AND APPROVALS

1. Order of Conditions (DEP No. 114-1313), recorded at Book 40885, Page 150.
2. Order of Conditions (Wetland Bylaw No. 114-1313), recorded at Book 40855, Page 32.
3. Conservation and Management Permit (NHESP File No. 20-39756), recorded at Book 40883, Page 80.
4. Declaration of Restriction, recorded at Book 40921, Page 442.
5. MassElectric Easement, recorded at Book 41230, Page 442.

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EXHIBIT A-2

CONSERVATION RESTRICTION PLAN

DRAFT

EXHIBIT A-3
TRAIL ACCESS PLAN

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EXHIBIT B
WILLOWS AT BOXFORD CONDOMINIUM
UNIT CONSTRUCTION TYPE

The Units at full construction and phasing will consist of 66 duplex Units. Construction shall be wood framing consisting of engineered floor joists, dimensional lumber, and a roof truss system on a poured concrete foundation with OSB (oriented strand board) and/or Zip System sheathing, colonial white and sterling gray vinyl siding, shake and gray fieldstone wainscoting, and charcoal colored asphalt roof shingles. Each Unit will be equipped with separate entrances, two car garage and driveway. All Units will be serviced by propane gas for heat, hot water, cooking and laundry/dryer. Unit Owners will have the option of selecting an electrical hookup for the dryer. Telephone and cable television service will be wired for each Unit, and each Unit Owner will establish their own account with the telephone and cable provider. The Declarant will provide a plan for installation of propane tanks and propane delivery, which will be administered by the Condominium Trust. In such circumstances, propane usage will be billed to each Unit.

Each Unit will be air conditioned, and the air conditioning system for each Unit will be integrated with the heating system (an HVAC system). The HVAC systems are Unit specific and will be located in specifically designated areas of the Unit. Air Conditioning compressors shall be located next to each Unit's exterior at the side or rear, at the discretion of the Declarant.

All Units will be serviced by private water and sewage disposal system service. Landscaping shall be irrigated by private wells, which shall be a General Common Element service of the Condominium.

All Units shall be responsible for storing trash inside the garage in an appropriate container, shielded from public view from the street. Weekly curb-side garbage and recycling pick-up shall be provided by the Condominium Trust under contract with a private hauler, as a General Common Element service. Empty containers shall be removed promptly after collection.

During the construction of the Condominium project, and specifically during the period of Declarant's retained rights to phase Units, certain of the Buildings may be improved with Common Element improvements containing Promotional Facilities in addition to or in place of the Unit specifications defined herein.

**EXHIBIT C-1
THE WILLOWS AT BOXFORD CONDOMINIUM**

UNIT PERCENTAGE INTEREST DESIGNATIONS

THE FOLLOWING PERCENTAGE INTEREST DESIGNATIONS ARE BASED UPON A FULL BUILDOUT OVER ALL PHASES AND ALL UNIT TYPES, BASED UPON THE FIFTY (50) UNIT PROJECTION STATED IN THIS MASTER DEED. A LIST OF UNITS CURRENTLY PHASED INTO THE CONDOMINIUM IS ATTACHED AS EXHIBIT C-2. IN THE EVENT THAT ALL PHASES AND UNITS WITHIN EACH PHASE ARE NOT COMPLETED BY THE PHASING DEADLINE, AS THE SAME MAY BE EXTENDED AND/OR REVIVED, THE UNITS SHALL BE REASSIGNED A UNIT PERCENTAGE INTEREST BASED UPON THE FINAL UNIT COUNT AT THAT TIME, PURSUANT TO THE PROVISIONS OF EXHIBIT C-3.

UNIT NO.	UNIT ADDRESS BOXFORD, MA	% INTEREST COMMON ELEMENTS
1	8 Ingalls Village Way	1.51515%
2	10 Ingalls Village Way	1.51515%
3	14 Ingalls Village Way	1.51515%
4	16 Ingalls Village Way	1.51515%
5	7 Ingalls Village Way	1.51515%
6	9 Ingalls Village Way	1.51515%

7	11 Ingalls Village Way	1.51515%
8	13 Ingalls Village Way	1.51515%
9	2 Hope Lane	1.51515%
10	4 Hope Lane	1.51515%
11	6 Hope Lane	1.51515%
12	8 Hope Lane	1.51515%
13	10 Hope Lane	1.51515%
14	12 Hope Lane	1.51515%
15	36 Ingalls Village Way	1.51515%
16	38 Ingalls Village Way	1.51515%
17	40 Ingalls Village Way	1.51515%
18	42 Ingalls Village Way	1.51515%
19	44 Ingalls Village Way	1.51515%

20	46 Ingalls Village Way	1.51515%
21	48 Ingalls Village Way	1.51515%
22	50 Ingalls Village Way	1.51515%
23	52 Ingalls Village Way	1.51515%
24	54 Ingalls Village Way	1.51515%
25	56 Ingalls Village Way	1.51515%
26	58 Ingalls Village Way	1.51515%
27	60 Ingalls Village Way	1.51515%
28	62 Ingalls Village Way	1.51515%
29	64 Ingalls Village Way	1.51515%
30	66 Ingalls Village Way	1.51515%
31	68 Ingalls Village Way	1.51515%
32	70 Ingalls Village Way	1.51515%

33	74 Ingalls Village Way	1.51515%
34	76 Ingalls Village Way	1.51515%
35	78 Ingalls Village Way	1.51515%
36	80 Ingalls Village Way	1.51515%
37	82 Ingalls Village Way	1.51515%
38	84 Ingalls Village Way	1.51515%
39	88 Ingalls Village Way	1.51515%
40	90 Ingalls Village Way	1.51515%
41	94 Ingalls Village Way	1.51515%
42	96 Ingalls Village Way	1.51515%
43	100 Ingalls Village Way	1.51515%
44	102 Ingalls Village Way	1.51515%
45	103 Ingalls Village Way	1.51515%

46	101 Ingalls Village Way	1.51515%
47	99 Ingalls Village Way	1.51515%
48	97 Ingalls Village Way	1.51515%
49	93 Ingalls Village Way	1.51515%
50	91 Ingalls Village Way	1.51515%
51	87 Ingalls Village Way	1.51515%
52	85 Ingalls Village Way	1.51515%
53	81 Ingalls Village Way	1.51515%
54	79 Ingalls Village Way	1.51515%
55	77 Ingalls Village Way	1.51515%
56	75 Ingalls Village Way	1.51515%
57	73 Ingalls Village Way	1.51515%
58	71 Ingalls Village Way	1.51515%

59	37 Ingalls Village Way	1.51515%
60	35 Ingalls Village Way	1.51515%
61	33 Ingalls Village Way	1.51515%
62	31 Ingalls Village Way	1.51515%
63	29 Ingalls Village Way	1.51515%
64	27 Ingalls Village Way	1.51515%
65	25 Ingalls Village Way	1.51515%
66	23 Ingalls Village Way	1.51515%

**EXHIBIT C-2
THE WILLOWS AT BOXFORD CONDOMINIUM**

PHASED UNITS

UNIT NO.	UNIT ADDRESS BOXFORD, MA	GROSS FLOOR AREA	% INTEREST COMMON ELEMENTS
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EXCLUSIVE EASEMENTS AND RIGHTS OF USE

1. The Unit Owners and Board of Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the various areas of the Condominium, including meters located on or in meter banks attached to Units, for the purpose of accessing utility meters and utility systems which may service the Units.

2. The Units will have the exclusive easement and right to use the yard and garden areas, porches, decks, patios, privacy fencing, and individual driveways and walkways, immediately surrounding or specific to said Units, all as more particularly shown on the Site Plan and/or Floor Plan for said Units.

EXHIBIT C-3

RECALCULATION OF UNIT PERCENTAGE INTEREST DESIGNATIONS

In the event that the total number of Units phased into the Condominium does not total all of the projected Units as of the phasing deadline, as the same may be amended, modified, extended or revived pursuant to the terms of the Master Deed and M.G.L. c.183A, Section 5, the percentage interest allocation among units shall be automatically recalculated in accordance with the following formula, without any further action or amendment by the Declarant or the Board of Trustees, provided, however, that the Declarant may record an instrument of certification with the Essex (South) Registry of Deeds confirming the recalculation consistent with this formula.

The percentage interest allocation shall be expressed as the result of dividing the number 1 by the total number of phased units, multiplied by 100.

DRAFT

EXHIBIT C-4
THE WILLOWS AT BOXFORD CONDOMINIUM
COMMON SERVICES

1. Private Roadway and related sidewalks, including the Emergency Access Road and the service road to the sewage disposal system.
2. Community Potable Water System, including wellfield and appurtenant equipment.
3. Community Sewage Disposal system
4. Irrigation Well Pump and Irrigation System
5. Community Stormwater System
6. Open Space and Trail System (including trail parking and kiosk at the Willow Road Frontage)
7. Habitat Management Plan
8. Lawn and landscape maintenance (except where noted), including maintenance of the community garden and entrance monument.
9. Trash Removal
10. Clubhouse and related infrastructure, including mailbox building
11. Propane delivery

The standards for operation and maintenance of these systems, and certain other services are contained in Operation and Maintenance Plans and Manuals adopted as of the date hereof and maintained at the offices of the Condominium, or its management company, and include:

1. Open Space
2. Public Water Supply
3. Septic System (Sewage Disposal System, Operation and Maintenance Plan for the Willows at Boxford, Boxford, MA, September 27, 2022)
4. Irrigation System
5. Stormwater System (Long Term Stormwater Best Management Practices, Operation and Maintenance Plan for the Willows at Boxford, Boxford, MA, August 15, 2022.
6. Trail System
7. Habitat Management Plan
8. Landscape Plan

DRAFT

EXHIBIT D

THE WILLOWS AT BOXFORD CONDOMINIUM

RULES AND REGULATIONS

The list of Rules and Regulations is meant to supplement and not supersede any provision of the Master Deed with respect to use of the Units or Common Elements. In the event of a conflict between the Rules and Regulations and the Master Deed, the provisions of the Master Deed shall govern.

General

1. With the exception of normal and customary maintenance of landscaping and other such improvements, nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Trustees.
2. Each Unit Owner, and its tenants, if any, shall keep his or her Unit and the Limited Common Elements attributable to such Unit in a good state of preservation and cleanliness.
3. No clothes, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris and other unsightly materials.
4. The Common Elements shall not be obstructed nor used for storage, except as expressly set forth in the Master Deed, without the prior written consent of the Board of Trustees.
5. Except as expressly set forth in the Master Deed, the Common Elements shall not be decorated or furnished by any Unit Owner or its tenants in any manner without the prior written consent of the Board of Trustees.
6. The use of the Units, the Limited Common Elements, as well as the safety and maintenance of all personal property of the Unit Owners and their tenants, if any, kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and the Board of Trustees shall not bear any responsibility thereof.
7. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.
8. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.
9. Condominium Fees and related charges are due and payable the first of each month. All Units with balances outstanding as of the fifteenth of each month will be charged a late fee. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.
10. All Unit Owners are required to provide the Condominium with the name, address and contact person of each mortgage holder for their Unit. Failure to do so in a timely manner will result in the Trust securing the information from a "title search." The cost of completing said title search will be assessed against the Unit.

11. Use of the Clubhouse will be subject to Rules and Regulations enacted by the Board from time to time, which Rules and Regulations shall govern general and private use, reservation policies, deposit requirements, clean-up requirements and other such details.
12. Gas grills, exterior fireplaces and fire pits shall be regulated in accordance with the Master Deed. Charcoal grills are prohibited.
13. No pesticides, herbicides, fungicides or fertilizers shall be used within any wetland including Riverfront Area. No pesticides or herbicides shall be used within the 100 ft. Buffer Zone. Only organic fertilizers containing slow-release nitrogen and not more than 3% phosphorus shall be used within the 100 ft. Buffer Zone. Fertilizer application should only occur in late April and September.
13. Open Space and Trail Usage:
 - a. Hours of Use: Daytime only
 - b. Pet Rules: Pets must be leashed and under control at all times. Owners must clean up all pet waste and dispose of it properly
 - c. Other: Only registered vehicles may park in the trail access parking lot. No vehicles may be parked overnight. The parking area is to be used strictly for trail access.
15. These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board of Trustees shall have authority to enforce these regulations through the use of fines, legal action (including specific performance), and such other means available at law or equity.

06-02-02.2, WASHINGTON WILLOW STREET, BOXFORD ABUTTERS LIST
 ZONING BOARD OF APPEALS 300'

Parcel ID	Location	Owner	Owner 2	Owner Address	Owner City/Town	Owner State	Zip Code
06-02-02-2	WASHINGTON & WILLOW	TOLL NORTHEAST V CORP		1140 VIRGINIA DRIVE	FT WASHINGTON	PA	19034
06-02-02-B	22 WASHINGTON ST	PRICE THOMAS M		19A CHADWICK FARM RD	BOXFORD	MA	01921
07-01-01	44 PINE PLAIN RD	REGAN JOHN F	REGAN MICHAELA A	44 PINE PLAIN RD	BOXFORD	MA	01921
07-01-02	REAR PINE PLAIN RD	COUNTY OF ESSEX		36 FEDERAL ST	SALEM	MA	01970
07-01-03	GROVELAND LINE	PRICE THOMAS M		19A CHADWICK FARM	BOXFORD	MA	01921
07-01-04	42 PINE PLAIN RD	BARNES JASON M TRUSTEE	JET FAMILY REALTY TRUST	PO BOX 3476	PEABODY	MA	01961
07-01-05	38 PINE PLAIN RD	GRAY TIMOTHY J TE	GRAY LAUREN R	38 PINE PLAIN RD	BOXFORD	MA	01921
10-02-31	57 WILLOW RD	GATEWOOD MICHAEL		57 WILLOW RD	BOXFORD	MA	01921
10-02-32	3 WHITTIER TER	REED EDWARD SCOTT	REED KATHERINE R	3 WHITTIER TER	BOXFORD	MA	01921
10-02-33	8 WHITTIER TER	BURNHAM DAVID TE	BURNHAM GARBRIELLE A	8 WHITTIER TER	BOXFORD	MA	01921
10-02-34	2 WHITTIER TER	KUHN WILLIAM ALLAN	KUHN ANN	2 WHITTIER TER	BOXFORD	MA	01921
10-02-35	56 WILLOW RD	D'AVOLIO CHARLES A JT	D'AVOLIO FLORENCE P	56 WILLOW RD	W BOXFORD	MA	01885
10-02-36	60 WILLOW RD	CORDEIRO EDWARD TE	CORDEIRO KIM A	60 WILLOW RD	BOXFORD	MA	01921
10-02-38	WILLOW RD	ESSEX COUNTY GREENBELT ASSOC		82 EASTERN AVE	ESSEX	MA	01929
11-01-03	24 DEER RUN RD	CLADER JOHN W, CLADER SUSAN C	THE CLADER REVOCABLE FAMILY TRUST	24 DEER RUN RD	BOXFORD	MA	01921
11-01-03-1	12 DEER RUN RD	SKLADANY, MATTHEW	CIPRIAN, ROSA	12 DEER RUN RD	BOXFORD	MA	01921
11-01-06	81 WILLOW RD	LINNEHAN JOSEPH R JR		81 WILLOW RD	BOXFORD	MA	01921
11-01-07	87 WILLOW RD	MINOTT ANGELA M.	MINOTT ADDISON D.	87 WILLOW RD	BOXFORD	MA	01921
11-01-08	89 WILLOW RD	KAZMIERCZAK KELLY A	KAZMIERCZAK MICHAEL J	35 WEDGEWOOD ST	EVERETT	MA	02149
11-01-09	97 WILLOW RD	AGREN MICHAEL	KOKORDA GREGORY	97 WILLOW RD	BOXFORD	MA	01921
11-01-11-3	110 VALLEY RD	THE MAY INSTITUTE INC	C/O LAURENT, ALLEN	14 PACELLA PARK DRIVE	RANDOLPH	MA	02368
11-01-11-4	114 VALLEY RD	WASSUNG DENNIS C JR	ANDERSON BRITTA J	114 VALLEY RD	BOXFORD	MA	01921
11-01-11-5	116 VALLEY RD	CASEY STEPHEN M TE	CASEY LAURIE A	116 VALLEY RD	BOXFORD	MA	01921
11-02-07-1	162 SPOFFORD RD	CONSTAN ALEXANDER A	SULTZBACH MARY	162 SPOFFORD RD	BOXFORD	MA	01921
11-02-15	161 SPOFFORD RD	BUCO CHRISTOPHER W.	ADRAGNA SARAH T.	161 SPOFFORD RD	BOXFORD	MA	01921
11-02-16	3 PINE PLAIN RD	EISENBERG DANIEL J JT	SMITH COURTNEY J	3 PINE PLAIN RD	BOXFORD	MA	01921
11-02-17	120 WILLOW RD	DAWKINS ROGER V TE	ELLEN D DAWKINS	P O BOX 258	W BOXFORD	MA	01885
11-02-18	7 PINE PLAIN RD	ALDRIDGE PAUL K & DENISE M - TRUSTEES	7 PINE PLAIN REALTY TRUST	7 PINE PLAIN RD	BOXFORD	MA	01921
11-02-19	11 PINE PLAIN RD	RAMINI, QUINN H	DAIGLE, LAUREN M	11 PINE PLAIN RD	BOXFORD	MA	01921
11-02-20	17 PINE PLAIN RD	REGNETTA LEIZA TE	REGNETTA ROBERT	17 PINE PLAIN RD	BOXFORD	MA	01921
11-02-23	28 PINE PLAIN RD	NARASIMHAN SUNDAR TE	LAMB MARIE	28 PINE PLAIN RD	BOXFORD	MA	01921
11-02-26	26 PINE PLAIN RD	MORTON DAVID A TR	MORTON MARY L TR	26 PINE PLAIN RD	BOXFORD	MA	01921
11-02-27	22 PINE PLAIN RD	WINSHIP JOHN SCOTT TE	WINSHIP DIANE E	22 PINE PLAIN RD	BOXFORD	MA	01921
11-02-30	PINE PLAIN RD	MC NUTT ET AL ARNOLD C	VISCONTI CHERYL M	PO BOX 990795	BOSTON	MA	02199
11-02-31	21 PINE PLAIN RD	HARRAH JODY H	HARRAH CHRISTOPHER	21 PINE PLAIN RD	BOXFORD	MA	01921
11-02-32	62 WILLOW RD	WOODBURY STEPHEN T J	CYNTHIA A WOODBURY	62 WILLOW RD PO BOX 312	W BOXFORD	MA	01885
11-02-33	14 PINE PLAIN RD	FITZGERALD THOMAS JOHN	FITZGERALD VIVIANE CARVALHO	14 PINE PLAIN RD	BOXFORD	MA	01921
11-02-34	LOT B WILLOW RD	PRICE FAMILY LLC		54 WALTHAM AVE	SPRINGFIELD	MA	01109
11-02-35	18 PINE PLAIN RD	LOJKO STEPHEN	SMITH KERRY	18 PINE PLAIN RD	BOXFORD	MA	01921
11-02-36	10 PINE PLAIN RD	MANZI DAVID M TR	MANZI NADINE M TR	10 PINE PLAIN RD	BOXFORD	MA	01921

06-02-02.2, WASHINGTON WILLOW STREET, BOXFORD ABUTTERS LIST
 ZONING BOARD OF APPEALS 300'

11-02-38	151 SPOFFORD RD	MOONEY CHARLES P III	MOONEY MOLLY C	151 SPOFFORD RD	BOXFORD	MA	01921
06-02-02.4	10 INGALLS VILLAGE WAY	AGHOIAN SHERRY L	AGHOIAN SHEILA M	10 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.6	16 INGALLS VILLAGE WAY	DEVITO ANNETTE	DEVITO ANTHONY R	16 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.7	7 INGALLS VILLAGE WAY	HARRISON SUSAN E	HARRISON BRIAN K	7 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.18	38 INGALLS VILLAGE WAY	HOOVER JUDITH AT TR	JAH REALTY TRUST	38 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.20	42 INGALLS VILLAGE WAY	IOSIF GERMAN	IOSIF ARLENE	42 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.67	25 INGALLS VILLAGE WAY	RUNNING JANE L	OINES PER-ARNE	25 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.3	8 INGALLS VILLAGE WAY	WELCH STEVEN F & COLETTE D TR	EIGHT INGALLS REALTY TRUST	8 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.5	14 INGALLS VILLAGE WAY	YOUNG JAMES M & LINDA R TR	YOUNG LIVING TRUST	14 INGALLS VILLAGE WAY	BOXFORD	MA	01921
06-02-02.11	2 HOPE LN	DUCCI CHRISTINE TR	CHRISTINE DUCI LIVING TRUST	2 HOPE LN	BOXFORD	MA	01921
06-02-02.12	4 HOPE LN	DONOVAN LINDA RICCARDI	DONOVAN RICHARD F	4 HOPE LN	BOXFORD	MA	01921

CERTIFIED COPY 4/24/2024

Stacey Fournier

STRUXURE™
 154 ETHAN ALLEN DR.
 DAHLONEGA, GA 30533
 (800) 303-5248

PRESENTED BY
 SHADED SPACES

PROJECT
THE WILLOWS AT BOXFORD

ADDRESS
 LOT 19 BOXFORD MS, 01921

CONTRACT NO.
 21092286

STRUXURE INC.
 154 ETHAN ALLEN DRIVE
 DAHLONEGA, GA 30533



SHEET INDEX	SHEET NO.
TITLE	A100
COVER PAGE	A101
PERSPECTIVE VIEW	A102
TOP VIEW	A103
POST LAYOUT VIEW	A104
BEAM LAYOUT VIEW	A105
GUTTER LAYOUT VIEW	A200
SECTION 1-1	A201
SECTION A-A	A300
DETAILS	A301
DETAILS	A302
DETAILS	A303
DETAILS	A304
MOTOR SPECIFICATION	A400
REVISIONS	A500

NOTES

FRAME: WHITE
 LOUVERS: WHITE
 SYSTEM: 8" BEAMS & 5.5" GUTTERS
 ELEVATION: AT GRADE

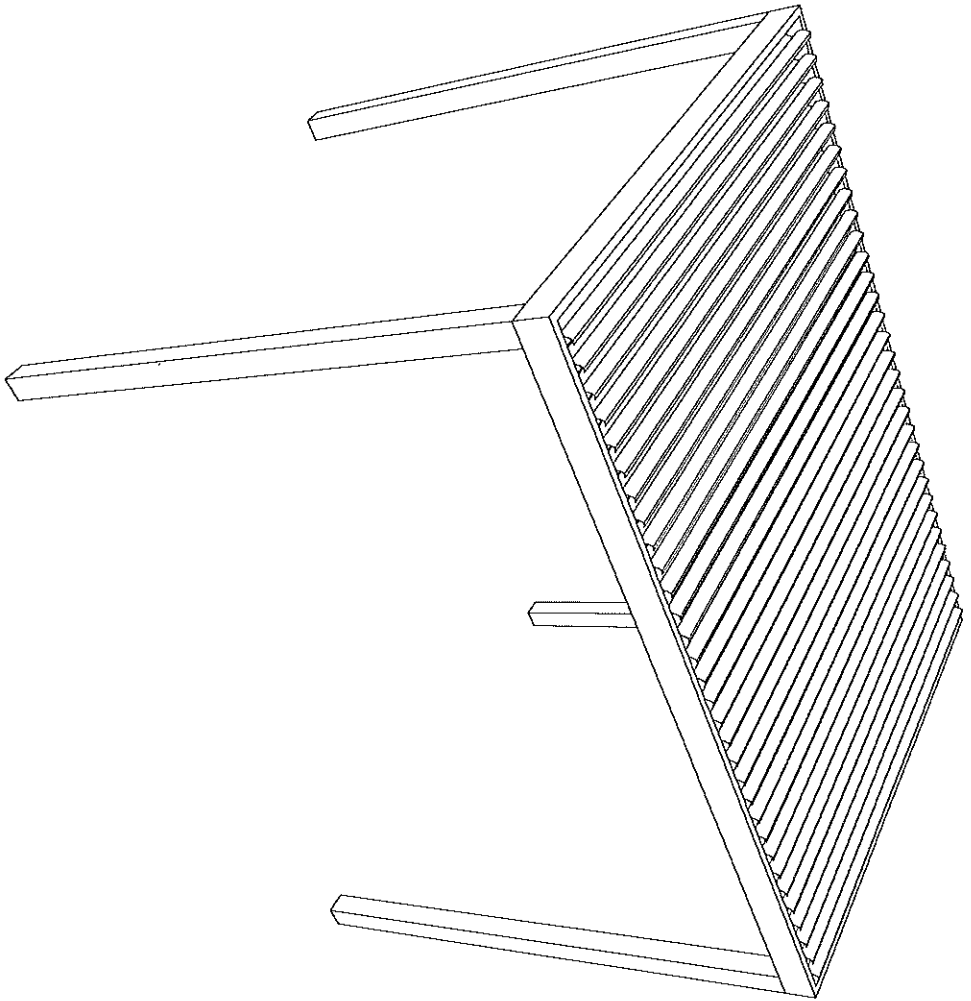
DURING SUCH PERIODS OF TIME AS ARE DESIGNATED BY THE U.S. WEATHER BUREAU AS A HIGH WIND OR SNOW ADVISORY FOR THE AREA, THIS SYSTEM MUST BE LOCKED IN THE OPEN POSITION. WITH THE LOUVER BLADES VERTICAL THE STRUCTURE SHALL ALSO NOT BE WALKED UPON AND IS NOT DESIGNED FOR HUMAN ACTIVITY OR STORAGE.



**THE WILLOWS
 AT BOXFORD**
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	
DATE	03/14/24
DRAWN BY	R.S.
SCALE	
SHEET NO.	A 100

ALUMINUM TYPE:
COVERS 6063-T5
LL OTHER COMPONENTS 6063-T6



LEGEND

STRU[®]XURE™
154 ETHAN ALLEN DR.
DALTON, GA 30703
(800) 305-8248

THE WILLOWS
AT BOXFORD
LOT 19 BOXFORD MS, 01921

DESCRIPTION
PERSPECTIVE
VIEW

DATE
03/14/24

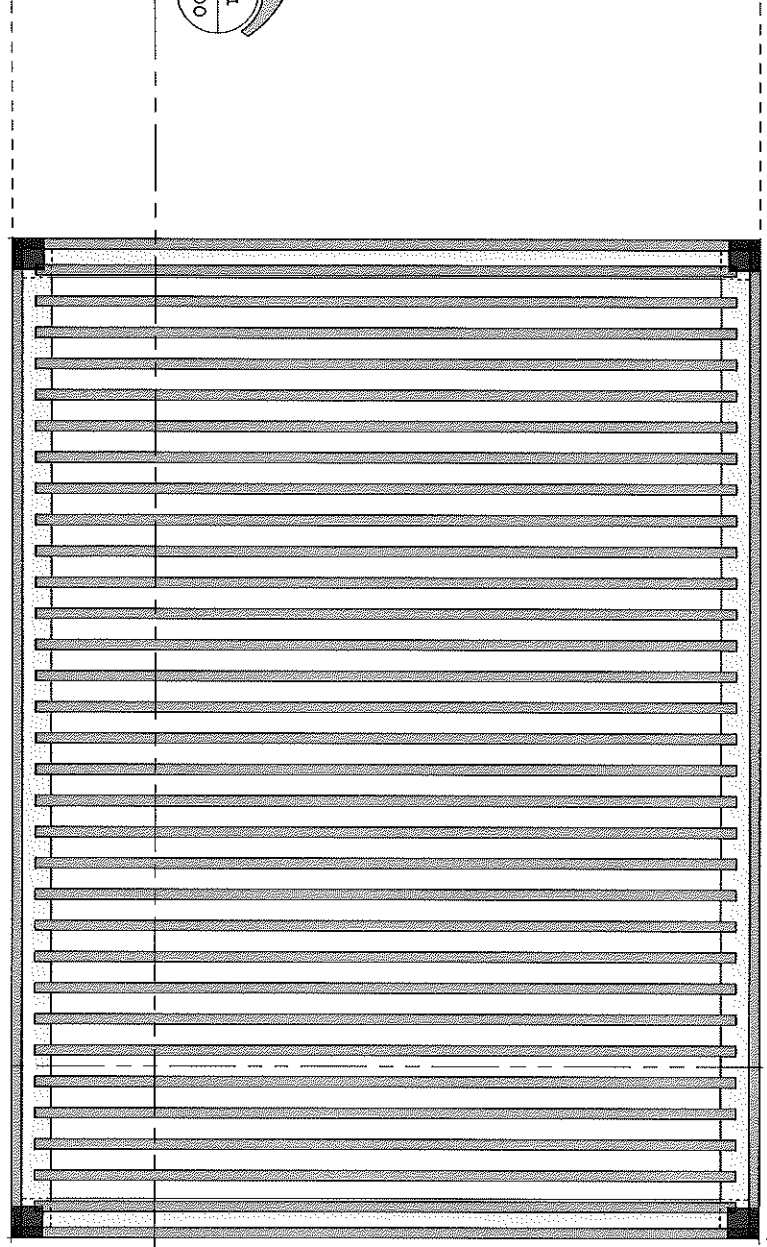
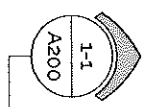
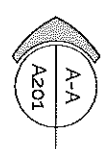
DRAWN BY
R.S.

SCALE
N.T.S.

SHEET NO.

A 101

ALUMINUM TYPE
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



A

1

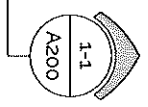
TOP VIEW
 SCALE: 1/2" = 1'-0"



B

1

2



192"

144"

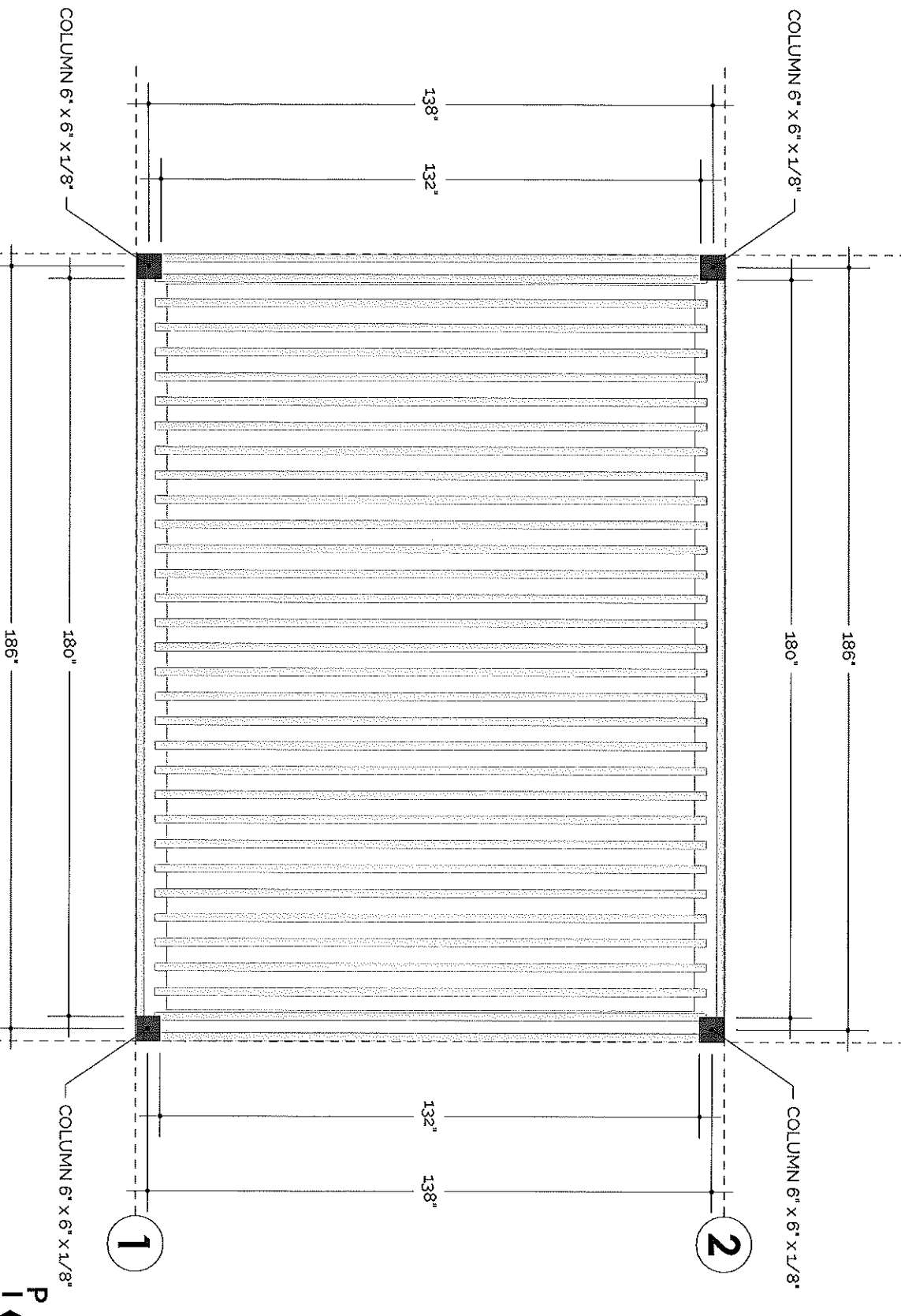


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**THE WILLOWS
 AT BOXFORD**
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	TOP VIEW
DATE	03/14/24
DRAWN BY	R.S
SCALE	1/2" = 1'-0"
SHEET NO.	A 102

ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



A

1

POST LAYOUT VIEW
 SCALE: 1/2" = 1'-0"

B

1

2



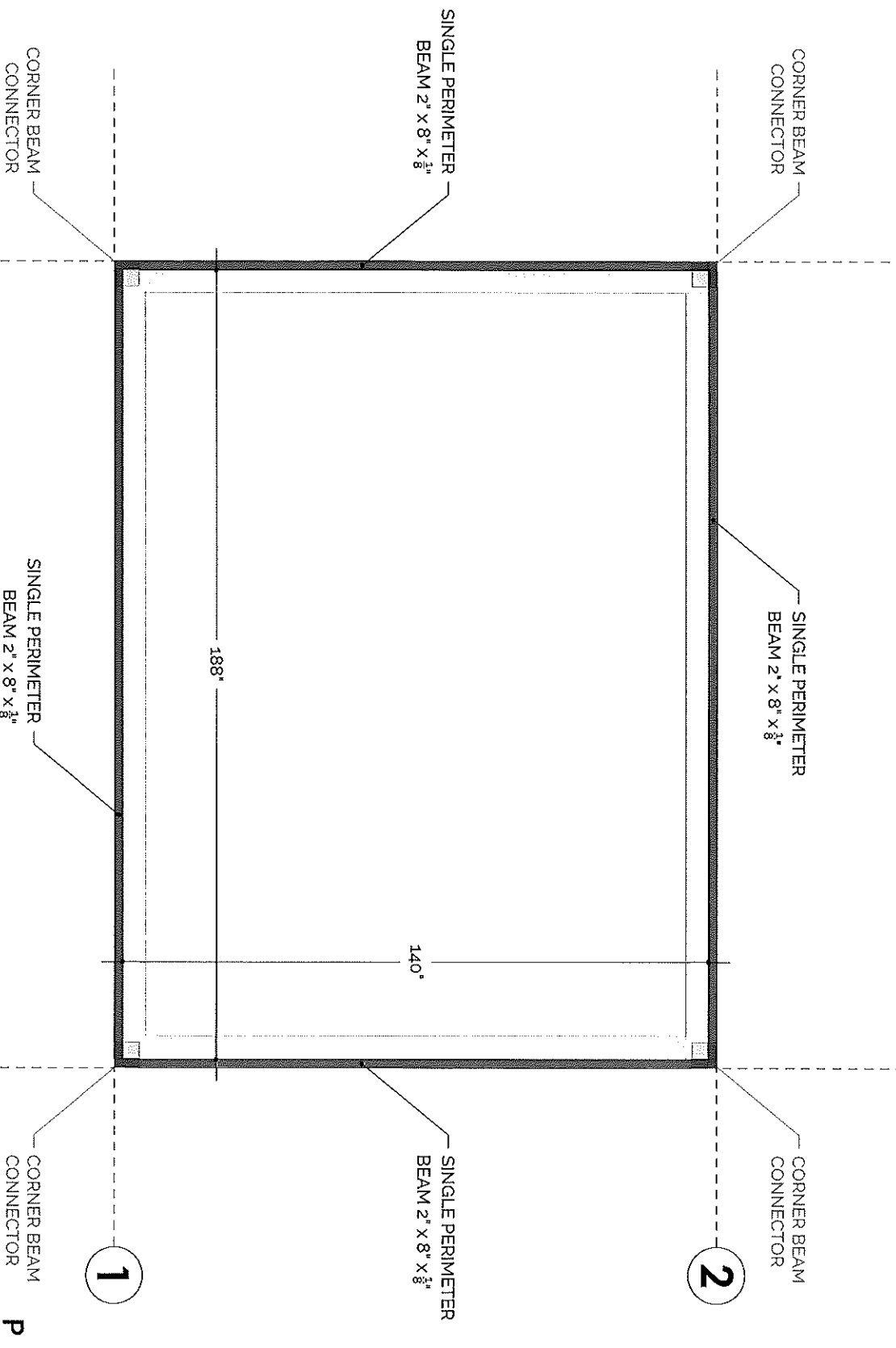
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**THE WILLOWS
 AT BOXFORD**
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	POST LAYOUT VIEW
DATE	03/14/24
DRAWN BY	ISS
SCALE	1/2" = 1'-0"
SHEET NO.	A 103

ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6

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A

1

B

1

2

BEAM LAYOUT VIEW

SCALE: 1/2" = 1'-0"

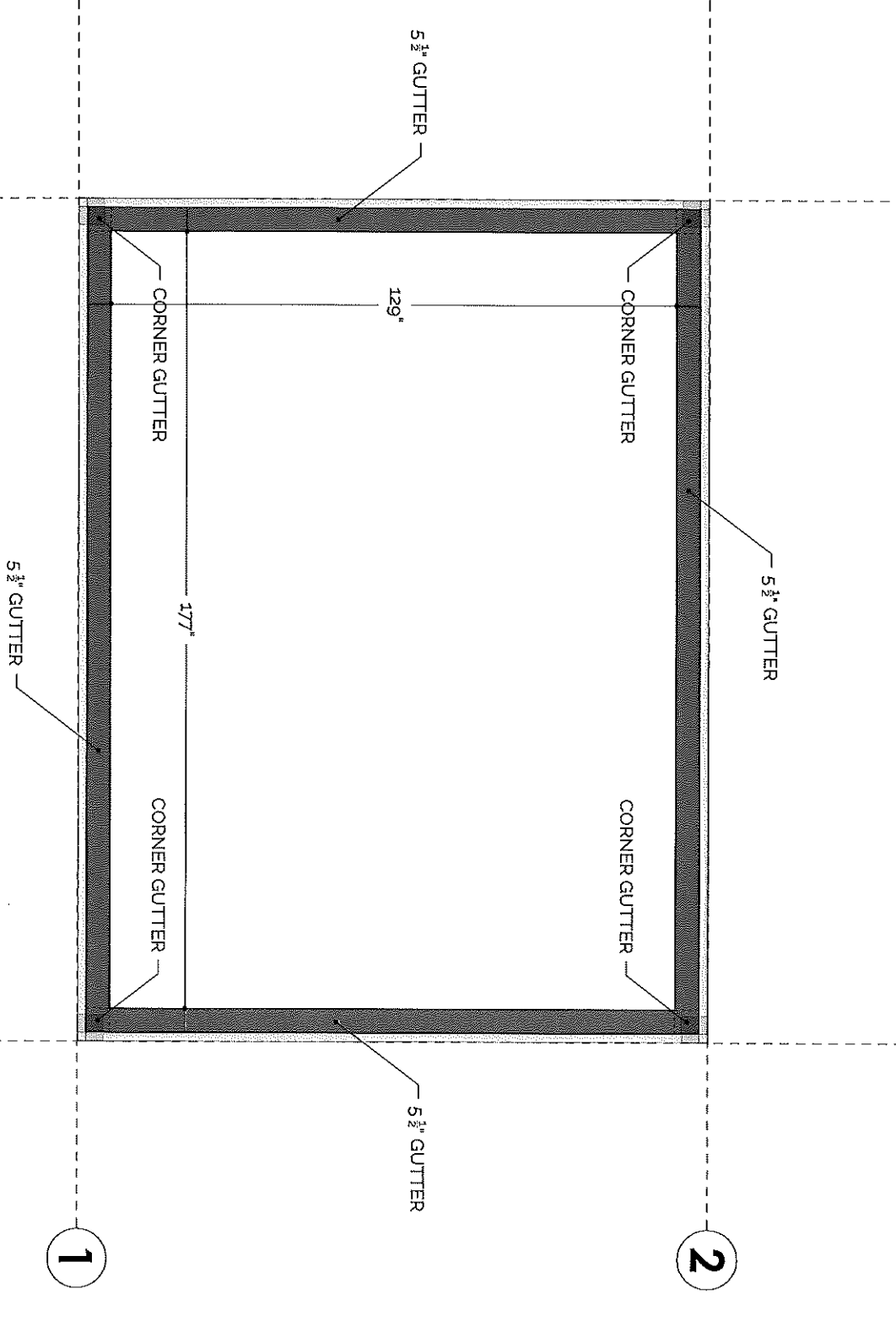


**THE WILLOWS
 AT BOXFORD**
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	BEAM LAYOUT VIEW
DATE	03/14/24
DRAWN BY	R.S.
SCALE	1/2" = 1'-0"
SHEET NO.	A 104

ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6

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A

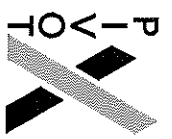
1

GUTTER LAYOUT VIEW
 SCALE: 1/2" = 1'-0"

B

1

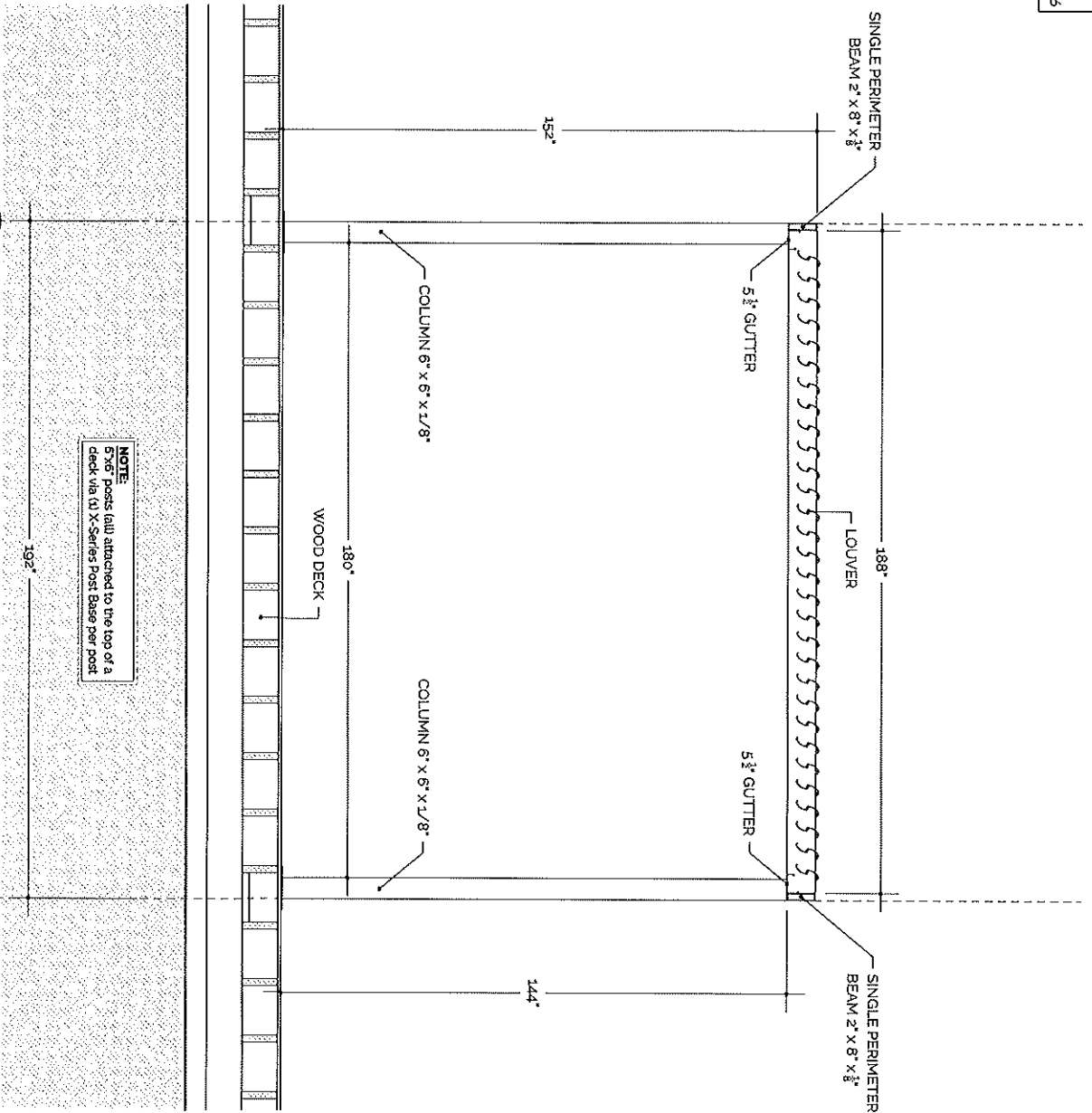
2



**THE WILLOWS
 AT BOXFORD**
 LOT 19 BOXFORD MS. 01921

DESCRIPTION	GUTTER LAYOUT VIEW
DATE	03/14/24
DRAWN BY	R.S.
SCALE	1/2" = 1'-0"
SHEET NO.	A 105

ALUMINUM TYPE:
 OUVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



NOTE
 5x6 Posts (all) attached to the top of a deck via (1) X-Series Post Base per post

1 SECTION 1-1
 SCALE: 3/8" = 1'-0"

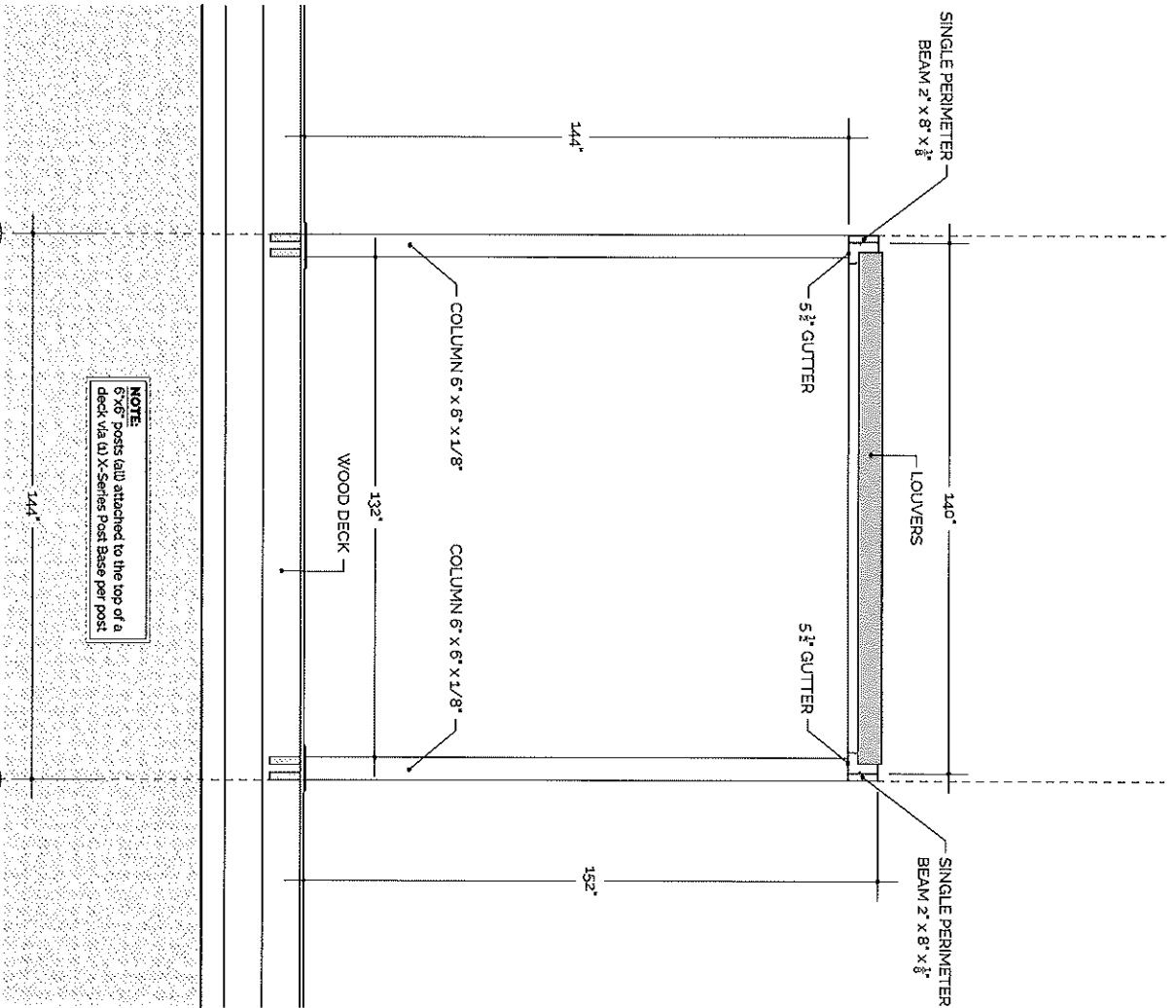
STRUXURE
 154 ETHAN ALLEN DR.
 DAHLONGA, GA 30533
 (800) 303-5248

THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	SECTION 1-1
DATE	03/14/24
DRAWN BY	RS
SCALE	3/8" = 1'-0"
SHEET NO.	A 200



ALUMINUM TYPE:
 LOUVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



NOTE
 6"x6" posts call attached to the top of a
 deck via (U) X-Series Post Base per post.

SECTION A-A
 SCALE: 3/8" = 1'-0"

STRUXURE
 154 ETHAN ALLEN DR
 DAHLONEGA, GA 30533
 (800) 303-5248

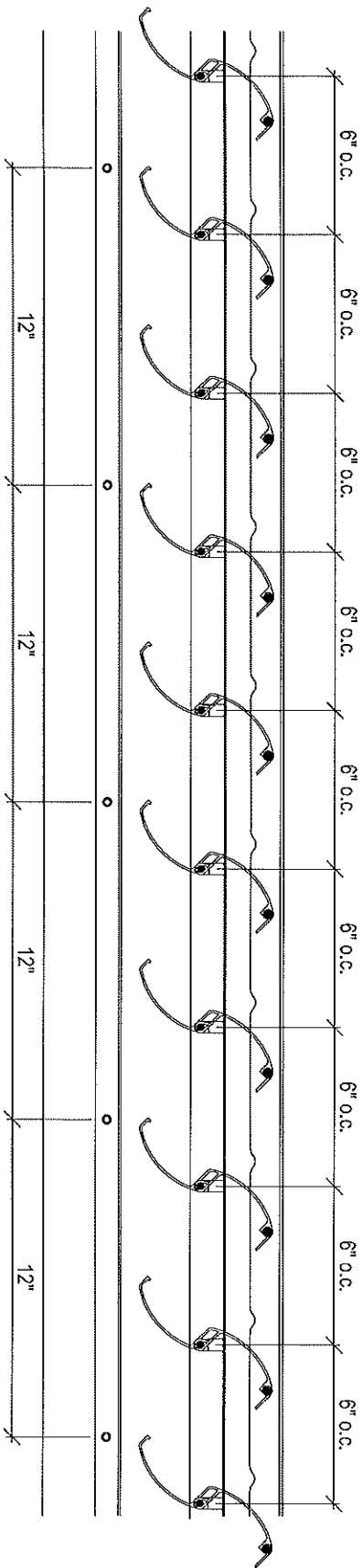
THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	SECTION A-A
DATE	03/14/24
DRAWN BY	RS
SCALE	3/8" = 1'-0"
SHEET NO.	A 201

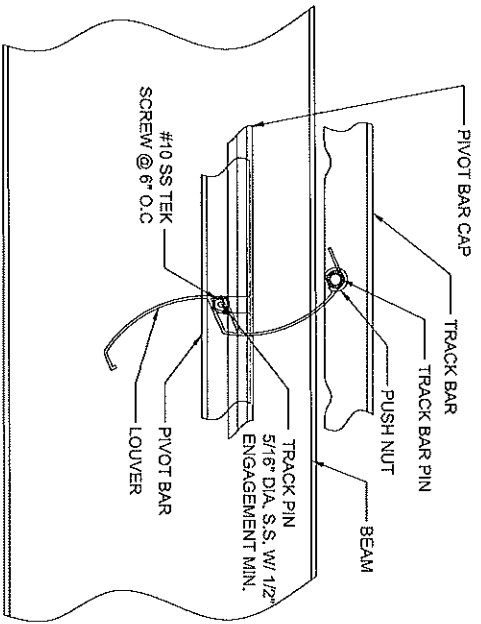


ALUMINUM TYPE:
 OUVERS 6063-T5
 ALL OTHER COMPONENTS 6063-T6

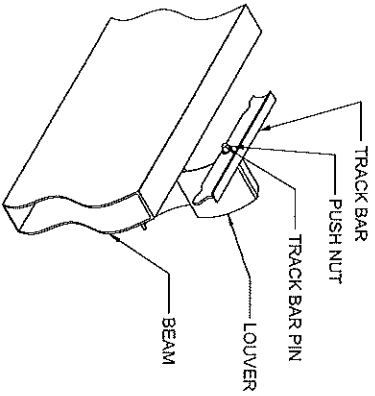
STRUXURE
 154 ETHAN ALLEN DR.
 DAHLONEGA, GA 30533
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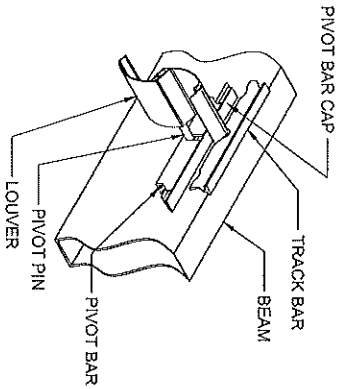
LOUVERS DETAIL



SIDE VIEW



ISOMETRIC OUT-SIDE VIEW



ISOMETRIC IN-SIDE VIEW

THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS, 01921

DESCRIPTION
 DETAILS

DATE
 03/14/24

DRAWN BY
 I&S

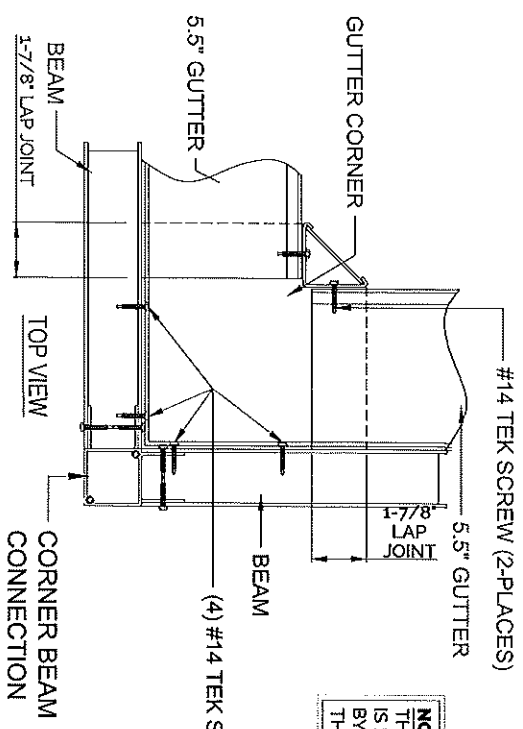
SCALE
 N.T.S.

SHEET NO.

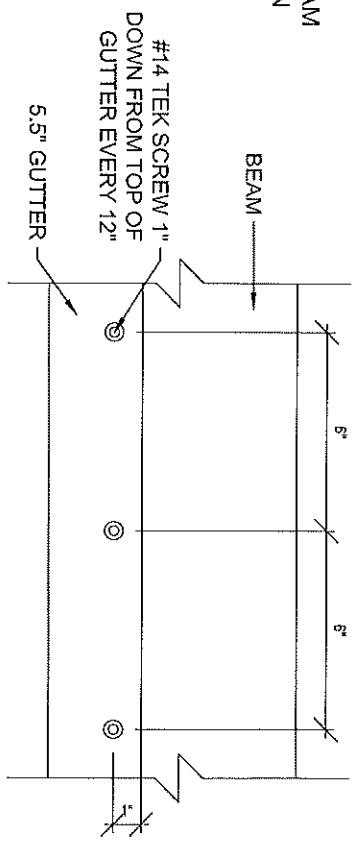
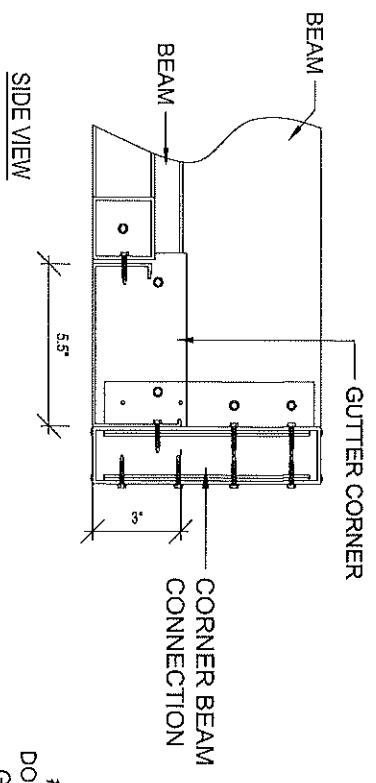
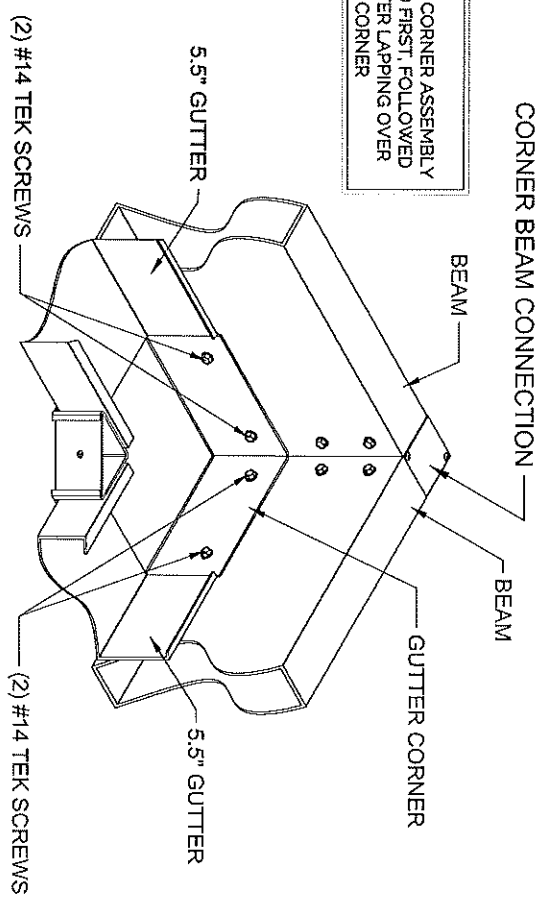
A 300

ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6

STRUXTURE
 154 ETHAN ALLEN DR.
 DALTON, GA 30533
 (800) 303-5248



NOTE:
 THE GUTTER CORNER ASSEMBLY IS INSTALLED FIRST, FOLLOWED BY THE GUTTER LAPPING OVER THE GUTTER CORNER

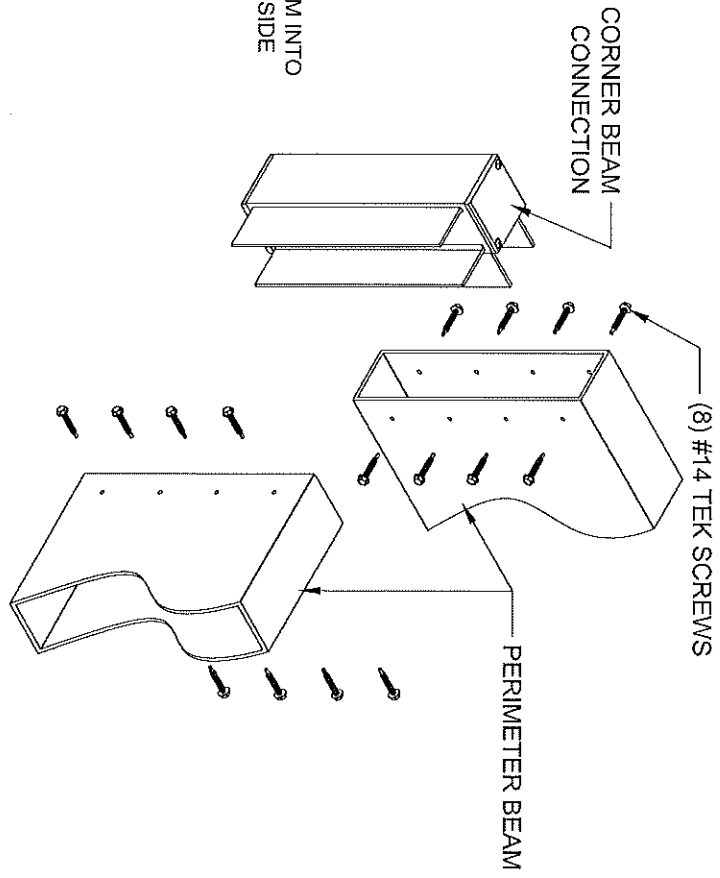
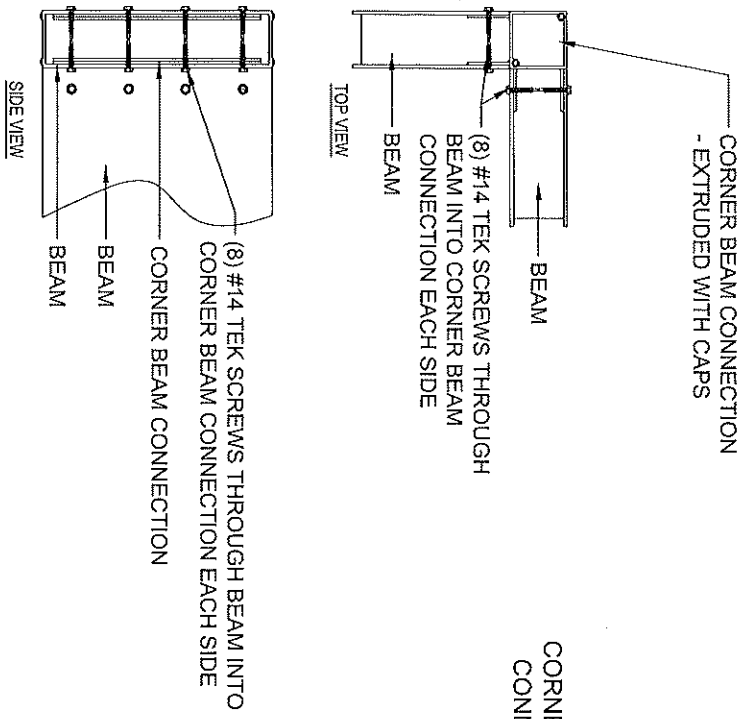


GUTTER CORNER ASSEMBLY

THE WILLOWS AT BOXFORD
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	DETAILS
DATE	03/14/24
DRAWN BY	18.S
SCALE	N.T.S.
SHEET NO.	A 301

ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



TYPICAL CORNER ASSEMBLY

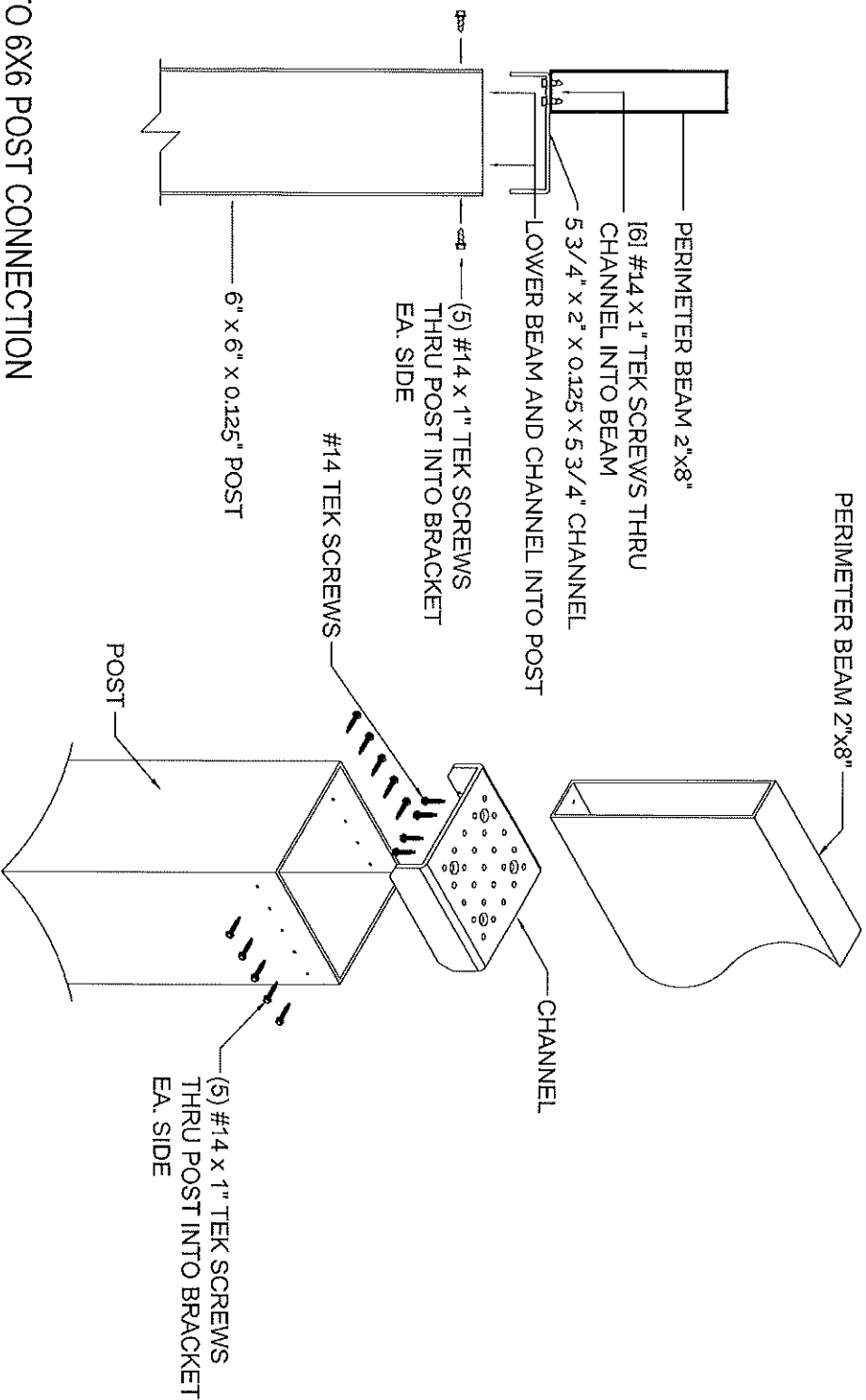
STRUXURE™
 154 ETHAN ALLEN DR.
 DAHLONEGA, GA 30533
 (800) 303-8248

THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS. 01921

DESCRIPTION	DETAILS
DATE	03/14/24
DRAWN BY	18.S
SCALE	N.T.S.
SHEET NO.	

A 302

ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



SINGLE BEAM TO 6X6 POST CONNECTION

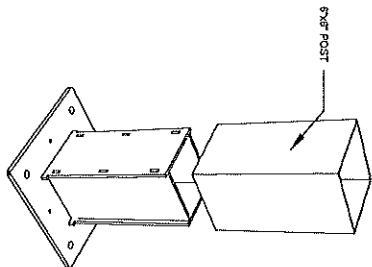
STRUXURE™
 154 ETHAN ALLEN DR.
 DALTON, GA 30533
 (800) 303-5248

THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS. 01921

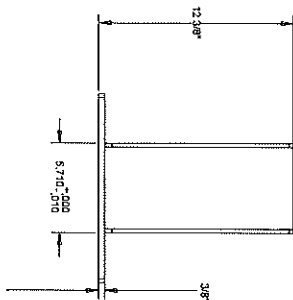
DESCRIPTION	DETAILS
DATE	03/14/24
DRAWN BY	I&S
SCALE	N.T.S.
SHEET NO.	

A 303

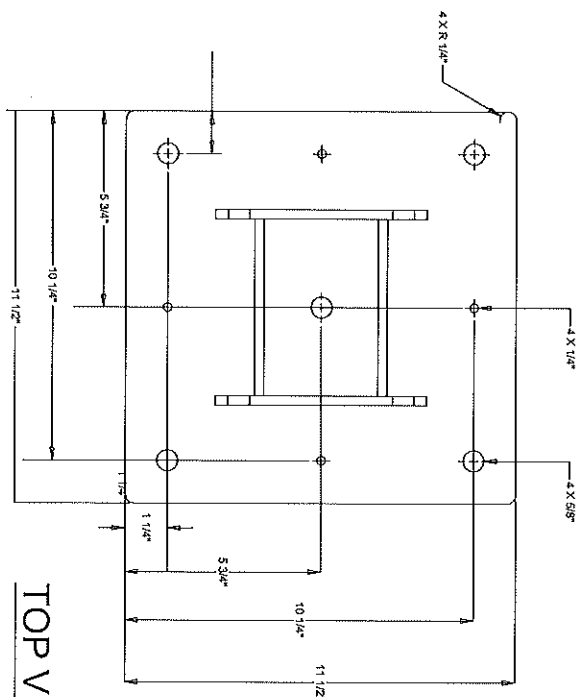
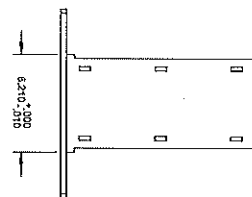
ALUMINUM TYPE:
 OVERS 6063-T5
 LL OTHER COMPONENTS 6063-T6



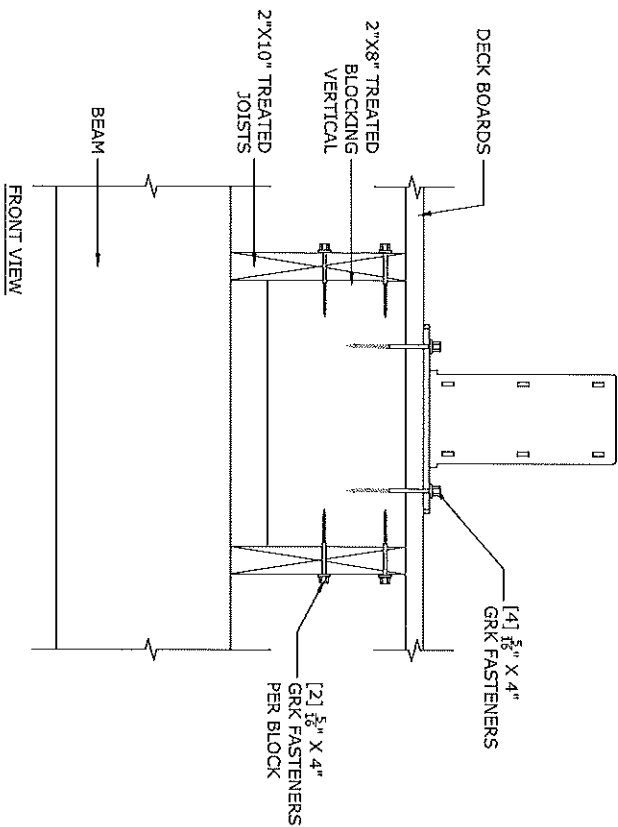
ISOMETRIC VIEW



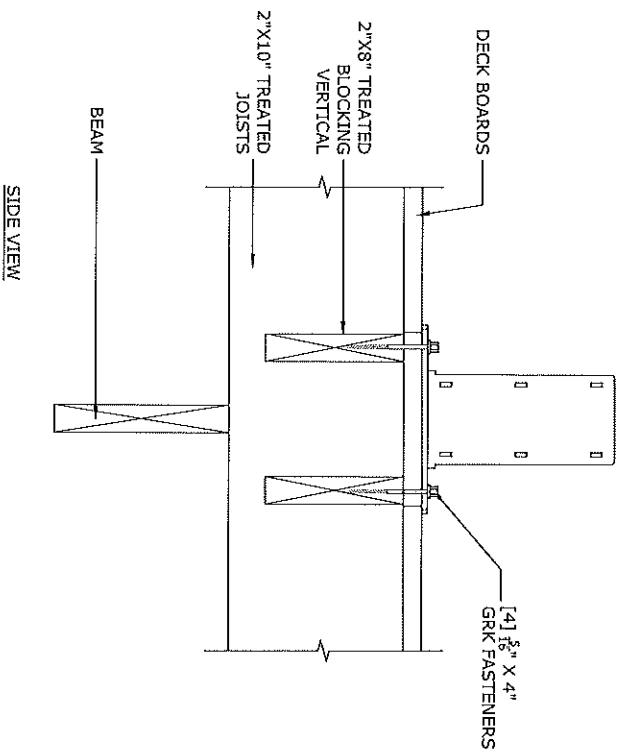
SIDE VIEWS



TOP VIEW



FRONT VIEW



SIDE VIEW

POST BASE - X SERIES (6"X6")

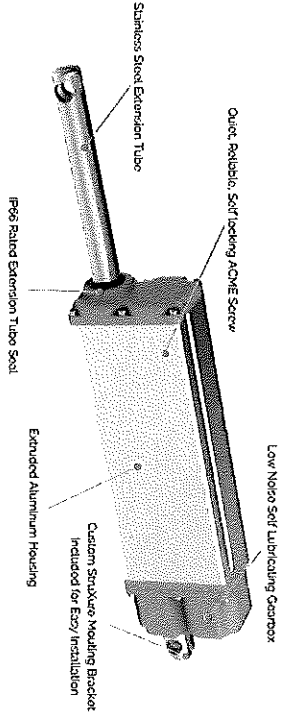
STRUXTURE
 454 ETHAN ALLEN DR.
 DAHLONEGA, GA 30533
 (800) 303-5248

THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS. 01921

DESCRIPTION
DETAILS
DATE 03/14/24
DRAWN BY R&S
SCALE N.T.S.
SHEET NO. A 304

STRU~~X~~URE OUTDOOR

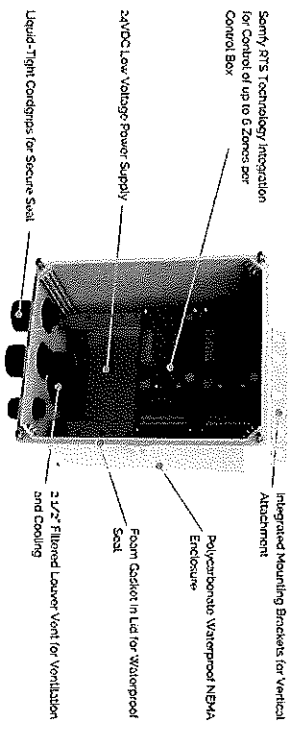
LOVERED ROOF MOTOR



SOME TECHNICAL SPECIFICATIONS

VOLTAGE	Input Voltage	120V	24
LOAD	Static Load (Ft), max	1N/lb-ft	2500 / 562
	Dynamic Load (Ft), max	1N/lb-ft	2500 / 562
STROKE	Stroke length, standard	1mm	135
	Stroke length, standard	1mm	135
CURRENT	Current consumption, raked load	1A	1875
GENERAL DATA	Speed, no load	mm/s	3.4
	Speed, raked load	mm/s	2.8
	Operating temperature limits	°C	-10/-60
Service life	(cycles)	100,000	
Sound level	(dB(A))	57	70
Lead screw type		ACME	
Protection Class		IP66	
Certificates		CE (EN60960-1)	CLASS III
Insulation			

LOVERED PERGOLA CONTROL



Product dimensions: 10.9" x 10.9" x 6.88" in / 278.92 x 278.92 x 175.78 mm
 * Enclosure must be mounted in the vertical orientation.

COMPONENT RATINGS AND CERTIFICATIONS

POWER SUPPLY	Input Voltage	115/230
	Output Voltage	47 - 63
	Output Frequency Range	50/60
	Voltage Adjustable Range	21.6 - 38.8V
	Current Range	0 - 1.6A
	Rated Power	350.4
	Safety Standard	UL 60950-1
POWER SUPPLY CABLE (NOT SHOWN)	Safety Standard	UL 3170591
	Voltage Rating	300
	Temperature Rating	40 to 158
ENCLOSURE	[UL Certification]	UL 908A
	Safety Standard	E350997
	Impact Resistance	500
	Dielectric Strength	380
	UV Rating	UL 748C
	Flammability Rating	UL 94

STRU~~X~~URE™
 154 ETHAN ALLEN DR.
 DALHONEGA, GA 30533
 (800) 303-5248

THE WILLOWS
 AT BOXFORD
 LOT 19 BOXFORD MS, 01921

DESCRIPTION	MOTOR SPECIFICATION
DATE	03/14/24
DRAWN BY	RS
SCALE	N.T.S.
SHEET NO.	A 400

ALUMINUM TYPE
OVERS 6063-T5
LL OTHER COMPONENTS 6063-T6

STRUXURE™
154 ETHAN ALLEN DR.
DAPHNONGA, GA 30533
(800) 303-5248

	DATE:	REVISION:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

NOTES:

THE WILLOWS
AT BOXFORD
LOT 19 BOXFORD MS, 01921

DESCRIPTION
REVISIONS

DATE
03/14/24

DRAWN BY
RS

SCALE
N.T.S.

SHEET NO.
A 500

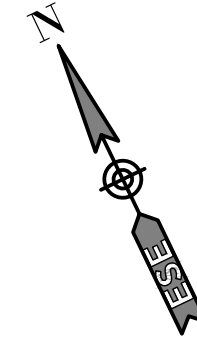
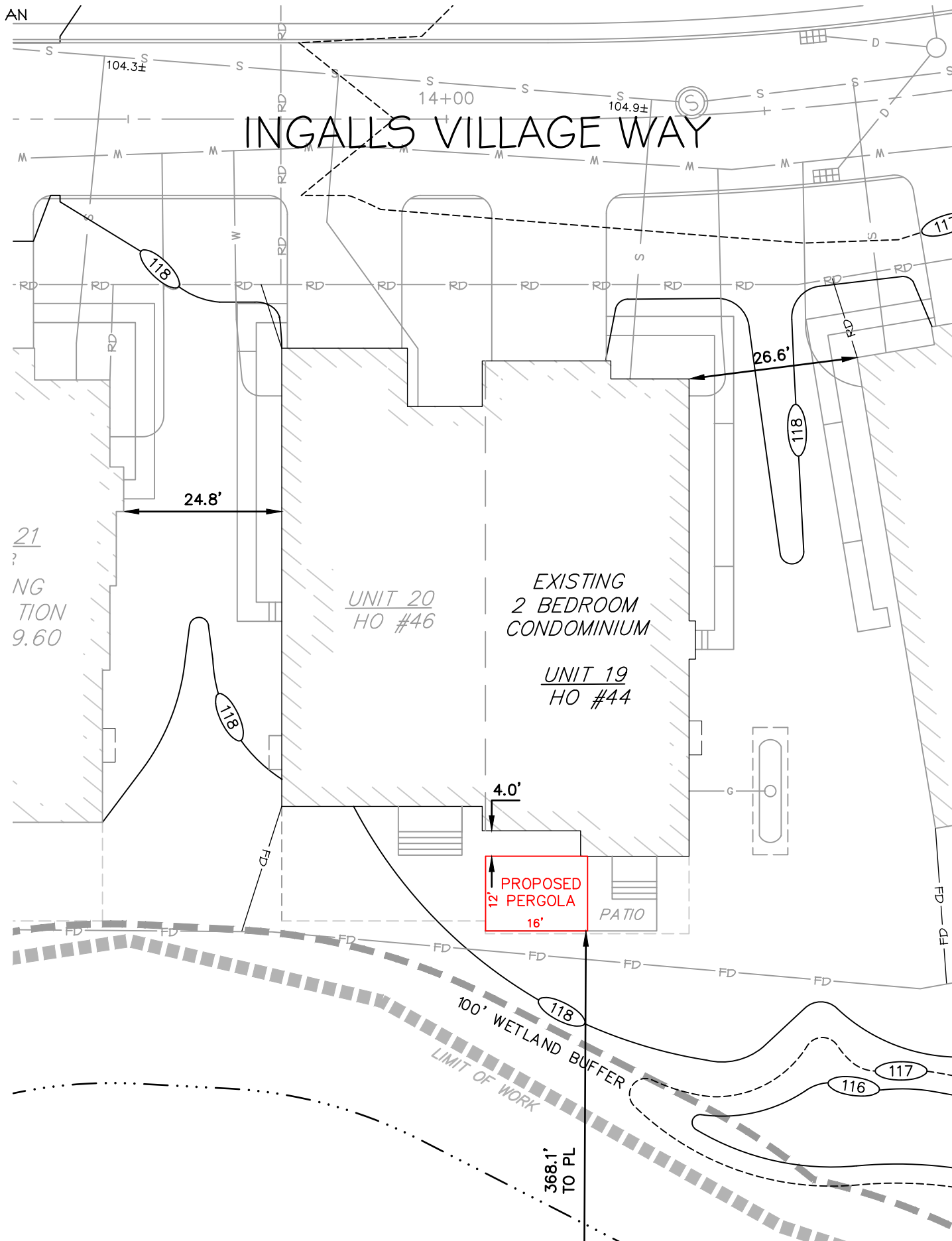
REFERENCE PLANS:

- SITE PLAN OF LAND FOR "THE WILLOWS AT BOXFORD", AN ACTIVE ADULT COMMUNITY, LAST REVISED 8/26/21, PREPARED BY MORIN-CAMERON GROUP, INC.

NOTES:

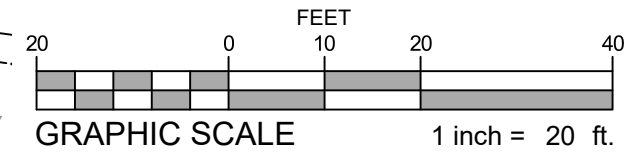
- MINIMUM DISTANCE BETWEEN FOUNDATIONS IS 20'.
- SEWER AND WATER UTILITIES SHOWN ARE FROM AN ASBUILT SURVEY.

BUILDING DATA	
UNIT 19	
44 INGALLS VILLAGE WAY	
MAP 06/ BLOCK 02 / LOT 2.2	
N/F	
TOLL NORTHEAST V CORP	
BK 41351 / PAGE 207	



LEGEND

- W — WATER MAIN
- S — SANITARY MAIN
- MANHOLE
- ▣ CATCH BASIN
- FLOW ARROW
- W — WATER SERVICE
- S — SANITARY LATERAL
- G — PROPANE SERVICE
- RD — ROOF DRAIN
- FD — FOOTING DRAIN
- - - LCE REFERENCE LINE
- - - 95 - - EXISTING CONTOUR
- 95 ○ PROPOSED CONTOUR
- - - 100' BVW BUFFER ZONE
- WALKOUT LIMITS



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ESE Consultants, Inc.
116 Flanders Road • Suite 1200 • Westborough, MA 01581
T: 508-616-6129

REV.	DATE	DESCRIPTION	DRAWN

PROPOSED PERGOLA PLOT PLAN
44 INGALLS VILLAGE WAY (UNIT 19)
BOXFORD, MASSACHUSETTS

DATE: 4/24/24	SCALE: 1"=20'
CHKD BY: SBG	DRAWN: SLC
JOB NO.: 4476	FILE NAME: 4476 NS
SHEET NO.: 1	OF 1

Apr 24, 2024 - 1:18 pm N:\Projects\Massachusetts\4476 The Willows at Boxford\SunDap\Lot Plans\Drawings\Willows HL Worksheet.dwg

DATE: Thursday, March 09, 2023 - 11:09:53 pm

THIS DRAWING IS THE PROPERTY OF TOLL ARCHITECTURE, INC. ALL RIGHTS ARE RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF TOLL ARCHITECTURE, INC. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND TOLL ARCHITECTURE, INC. SHALL NOT BE RESPONSIBLE FOR ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

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HOPKINTON
MANOR - RH
LOT #0020
F.F.E.: = 120.00
OPT. 180, 234, 263285, 263520,
036454

KENNEBUNK
MANOR-RH
LOT #0019
F.F.E.: = 120.67
OPT. 030, 176, 263145, 263285,

BUILDING REAR ELEVATION

Scale: 1/4" = 1'-0"

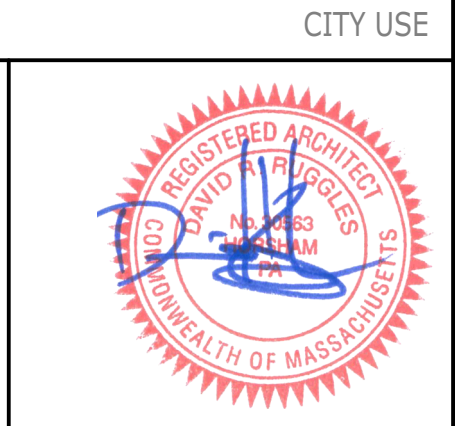


KENNEBUNK
MANOR-RH
LOT #0019
F.F.E.: = 120.67
OPT. 030, 176, 263145, 263285,
263300, 263520

HOPKINTON
MANOR - RH
LOT #0020
F.F.E.: = 120.00
OPT. 180, 234, 263285, 263520,
036454

BUILDING FRONT ELEVATION

Scale: 1/4" = 1'-0"



TOLLARCHITECTURE
A Division of Toll Brothers

PROJECT ISSUE DATE	REVISION TABLE	DATE
3/7/2023	#	DATE
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	

MODEL/PROJECT	ELEVATION NAME	SCALE
VARIABLES	MANOR	3/4" = 1'-0" (UNLESS NOTED)
		(1/4" = 1'-0" UNLESS NOTED)

AO# 271519 | LOT# 0019-0020 | THE WILLOWS AT BOXFORD

SHEET DESCRIPTION
BUILDING FRONT & REAR ELEVATIONS

SHEET NUMBER
A-5

SERIAL # 1018.0



W0719
Permit

COMMONWEALTH OF MASSACHUSETTS
TOWN OF BOXFORD

POST ON THE BUILDING IN A LOCATION VISIBLE FROM THE STREET
PLANS MUST BE KEPT ON-SITE WITH THIS PERMIT
978-887-6000 Ext. 508

PERMIT# B-23-153
M&P#
FEE: \$4,185.48

BUILDING PERMIT

Address: 44 Ingalls Village Way

This certifies that: Has a permit to: New construction of a 2 bedroom, 2.5 bath townhome with unfinished basement

Construction Supervisor Lic. #: CS-096623

HIC #:

NOTE: NOTHING IS TO BE COVERED UP WITHOUT FIRST BEING INSPECTED- (Over)

This permit is being issued under the 2015 -INTERNATIONAL RESIDENTIAL CODE FOR 1 & 2 FAMILY (IRC) & related codes. The person(s) accepting this permit shall in every respect conform to the terms of the application on file with the Building Commissioner, Massachusetts State Building Code. Scope of work as approved and to the provisions of the Zoning By-Laws in the Town of Boxford. A violation of any, of the terms above noted is cause for revocation of this permit. Property owners contracting with unregistered, unlicensed contractors do not have access to the guaranty fund (as set forth in MGL c 142A) and may be placing themselves (property owners) at risk. All sub-contractors must also possess the appropriate License to work on this project as well. Permit holder must notify this office prior to starting and the project must commence within 6 months of the above date, or this permit becomes invalid. A written request for an extension can be granted for just cause. Failure to call for the state mandated inspections shall result in FINES and or PENALTIES. New Structures (1 & 2 family and commercial property) or buildings undergone Major Renovations shall NOT be occupied without an Occupancy Permit from the Building Commissioner.

APPROVED PLANS MUST BE KEPT ON SITE WITH BUILDING PERMIT FOR PROGRESS INSPECTIONS.

Peter J Delaney

Date: May 8, 2023

FINAL INSPECTION - This permit cannot be closed until the line below is signed and dated by the Inspector of Buildings/Building Commissioner or his/her designee. See reverse of permit for additional inspectional sign-offs that may apply to your project.

978-887-6000 Ext. 508

Signed Peter J. Delaney, Inspector of Buildings

(Date closed)

This is an e-permit. To learn more, scan this barcode or visit boxfordma.viewpointcloud.com/#/records/195



Small yellow tag or label on the wall.









TOWN OF BOXFORD, MASSACHUSETTS

NOTICE #1052

ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a virtual attendance public hearing at the Town Hall, 7A Spofford Road, Boxford, MA 01921 on **May 23, 2024 at 7:00 p.m.** or such other time when reached on the agenda as posted to all parties interested in the application of property owners Toll Bros. Inc requesting a **Variance pursuant to the Boxford Zoning by-law ART. VI-SECT 196-30(2)(e) – Site plans shall indicate existing and proposed structures. The applicant proposes to amend Case #1014 site plans to add the installation of a free-standing pergola on patio** on the property located at **44 Ingalls Village Way Assessors Map 06, Block 02, Lot 02.21**. Plans are available for review at the Town of Boxford website within the Zoning Board of Appeals page.

By Order of the Zoning Board of Appeals,

Paula Lia Fitzsimmons, Chair