

MASTER DEED

THE VILLAGE AT HARLOW BROOK CONDOMINIUM

HARLOW BROOK, LLC, a Massachusetts limited liability company, being the sole owner of the land in Duxbury, Plymouth County, Massachusetts, described in Exhibit A attached hereto do hereby, by executing and recording this Master Deed, submit said land, together with all buildings and improvements thereon, and all easements and other rights appurtenant thereto (hereinafter called the “Property”), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and do hereby state that they propose to create, and do hereby create, with respect to the Property a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Name.

The name of the condominium shall be THE VILLAGE AT HARLOW BROOK CONDOMINIUM (the “Condominium”).

2. Description of Buildings.

There are two building (identified as 1-3 Harlow Brook Way and 1-4 Secret Pond Way, hereinafter called the “Building” or the “Buildings”) on the Property which contain the units (each of which is hereinafter called a “Unit”). Each Building has 2 stories and a basement. The Building identified at 1-3 Harlow Brook Way has a total of 3 Units and the Building identified as 1-4 Secret Pond Way has a total of 4 units. These units comprise Phase I of the Condominium. It is contemplated that ten additional buildings containing a total of 29 additional units will be added to the

Condominium in five subsequent stages (herein referred to as Phase II, Phase III, Phase IV, Phase V and Phase VI) by Amendment to the Master Deed as hereinafter provided. Refer to Section 15 hereof for a description of Phases II, III, IV, V and VI. The Buildings are of wood frame construction upon a poured concrete foundation. The land comprising the Condominium is that described in said Exhibit A.

3. Description of Units.

The unit designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the common areas and facilities are set forth on Schedule B-1 attached hereto and make a part hereof. The Units are further located and described on the Plans referred to in Section 5, below, and references in said Schedule B-1 to Unit numbers, location, floors and common areas are references to the same as shown on said Plans. The boundaries of the Units are as set forth on Exhibit C, attached hereto.

4. Description of the Common Areas and Facilities.

The common areas and facilities of the Condominium (herein, sometimes, the “Common Areas”) consist of the entire Property, including all parts of the Buildings and improvements thereon, other than the Units as described above and include without limitation, the following:

- (a) The land described on said Exhibit A, subject to and with the benefit of any easements and other encumbrances of record affecting the same (whether or not referred to on said Exhibit A), including, but not limited to, the pond and walking trails located on the land;
- (b) Any and all footings, foundations, columns, girders, beams, joists, studs, supports, exterior walls, balconies, decks, porches and patios (except to the extent described on Exhibit C attached hereto), interior of common walls, roofs, mechanical and maintenance rooms, heating plants, boiler rooms, lobbies, mail rooms, laundry, trash and storage areas and utility rooms, corridors, exits, entrances and stairs and all future facilities, fixtures and apparatus therein and thereof (excluding, however, any clothes washing machines, clothes drying machines, and other apparatus and equipment, used

for laundry purposes located in the foregoing areas on the execution date hereof);

- (c) All installations, facilities and equipment outside the Units for services such as power, light, gas, telephone and water;
- (d) The shared septic system serving the Units, including all pipes and conduits located outside of any Unit or within any Unit if such facilities serve other parts of the Condominium other than such Unit
- (e) All sewer, and drainage pipes, and all conduits, wires, ducts, flues, plumbing, cables, utility lines, telephone lines or other facilities located outside of any Unit or within any Unit if such facilities serve other parts of the Condominium other than such Unit;
- (f) All other apparatus and installations existing in any Building for common use or necessary or convenient to the existence, maintenance or safety of any Building, including, but not limited to, the sprinkler rooms, whether located in the basement of buildings or adjacent to buildings;
- (g) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the Property;
- (g) All yards, lawns, gardens, common passageways, vehicle parking areas (except garages and driveways), mailboxes and mailbox facilities, walking paths or trails, buildings or sheds covering pumps for the shared septic system and other areas, whether or not improved, which are located outside of the Units as above defined;
- (h) Generally, with respect to the Buildings, all areas and portions thereof which are not within the Units as defined above.

5. Floor Plans and Site Plan.

Simultaneously with the recording hereof there has been recorded a set of the floor plans of the Building, showing the layout, location, unit numbers and dimensions of the Units, stating the name of the Building or that it has not a name, and bearing the verified statement of either a registered architect or a registered land surveyor certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built (hereinafter called the "Floor Plans").

Simultaneously with the recording hereof, there has also been a site plan entitled “Phase I Condominium Site Plan ‘The Village at Harlow Brook Condominium’ Duxbury, MA” _____, 2025 (hereinafter, the “Site Plan”). This site plan and these floor plans shall be considered to be the “Plans” of The Village at Harlow Brook Condominium.

6. Use of the Units.

The Building is intended to be used only for residential purposes, and no use may be made of any Unit except as a residence for a single family, or for no more than two persons unrelated by blood or marriage; provided, however, that until all the Units have been sold by the Declarant, the Declarant may use one or more Units for sales offices and model showrooms and in furtherance thereof may place signs and placards as Declarant determines, in the Common Areas and have the use of the parking spaces therefor. Units which are not subject to a deed restriction prohibiting rental thereof may be rented provided they comply with the foregoing (and all other) provisions hereof.

7. Restrictions on Use.

The restrictions on the use of the Building and the Units are as follows:

7.1 No Unit or appurtenance thereto shall be used or maintained in a manner contrary to or inconsistent with the provisions of the Revised Comprehensive Permit (dated April 13, 2023 and recorded with the Plymouth County Registry of Deeds in Book 59374, Page 300, The Village at Harlow Brook Condominium Trust (dated _____, 2025 and recorded with the Plymouth County Registry of Deeds herewith), this Master Deed, the The Village at Harlow Brook Condominium Trust By-Laws and any rules and regulations promulgated pursuant thereto, as any of which may be modified or amended from time to time;

7.2 The owner of any Unit may at any time and from time to time modify, remove and install non-bearing walls (which are not part of the Common Areas) lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done expeditiously in a good and workmanlike 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 of the The

Village at Harlow Brook Condominium Trust which approval shall not be unreasonably withheld or delayed;

7.3 In order to preserve the architectural integrity of the buildings within the neighborhood governed by The Village at Harlow Brook Condominium Trust, except with the written consent of the Declarant or, following the Turnover Event (as defined in the Village at Harlow Brook Condominium Trust), the Board of Trustees of the Village at Harlow Brook Condominium Trust, no awning, screen, storm window, antenna, satellite dish, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change (whether color, type of materials or otherwise) or replacement of any exterior light, window (other than the clear glass portion thereof), door, hardware or other exterior portion of a Unit shall be made; no painting, attaching of decalcomania or other decoration shall be done on and no sign shall be placed on any exterior part of surface of any Unit nor on the interior surface of any window and no drapery, curtain or other window treatment visible from outside a Unit shall be installed unless the same be lined with white material.

7.4 No business activities of any nature shall be conducted in any Unit, except that a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant or insurance agent residing in any such Unit, may, subject to restrictions of the Duxbury Zoning By-Laws, maintain therein an office for his personal, professional use; but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such Unit shall be advertised, held out or used as a place for service to clients, patients or customers.

7.5 Units may be leased for use by other than the owners thereof provided (a) the lease is in writing and the initial term thereof is no less than six months; and (b) such leasing is specifically made subject to the provisions of this Master Deed and the By-Laws referred to in paragraph 9, below and all rules and regulations issued thereunder. The six-month provision in (a), above, however, shall be reduced to 30 days with respect to leasing of Units by Declarant prior to the initial sale thereof.

7.6 No noises, sounds or music of excessive volume or offensive character and no boisterous or otherwise offensive conduct shall be permitted on the Condominium premises. Provided, however, that the maintenance, repair and replacement of any portion of the Common Areas

and Facilities necessitated by the misuse, abuse, intentional damage or destruction by a Unit Owner (or tenant, family member, guest or invitee of the Unit Owner) shall be performed by the Association at the sole and separate expense of the Unit Owner responsible for same.

7.7 The maintenance, repair and replacement obligations herein contained notwithstanding, the Board of Trustees may, in the exercise of their reasonable discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those appurtenant exclusive use Common Areas and Facilities, including septic systems which exclusively serve one unit, which Unit Owners may be required in the future to maintain, repair and replace and the Board of Trustees may reasonably regulate and control and make rules relating to the appearance, decorating and utilization of such appurtenant Common Areas (including common areas within any “exclusive use area”) and Facilities, areas and items.

7.8 There is appurtenant to each of the units in the Condominium, the exclusive right and easement to use the exclusive use area designated on the Site Plan as a limited common area for said unit. Thus, Unit 1 shall have the exclusive right and easement to use “Exclusive Use Area Unit 1” and Unit 1 shall have the exclusive right and easement to use “Exclusive Use Area Unit 1” as shown on the Site Plan. Unit 2 shall have the exclusive right and easement to use “Exclusive Use Area Unit 2” and Unit 2 shall have the exclusive right and easement to use “Exclusive Use Area Unit 2” as shown on the Site Plan, and so forth.

While the Condominium Association shall bear the cost of maintenance, repair and replacement of any septic systems, leach fields, drainage structures and sprinkler systems within such exclusive use areas, and shall have a right of entry thereon to perform such functions, each Unit Owner having the right to use their respective exclusive use area shall bear the cost of maintenance, repair and replacement (with materials that maintain the architectural integrity, uniformity and original aesthetic appearance) of any driveways, walkways, decks and other structures located thereon and shall bear the cost of maintaining the lawns and landscaping located thereon. Notwithstanding the foregoing, to ensure uniformity of appearance, the Condominium Association shall have the exclusive right to maintain fencing installed by the Declarant or the Association around or within such exclusive use areas and may elect to (but shall not be required to) maintain any portion of the lawns

and landscaping located within such exclusive use areas, in which case the Condominium Association shall have a right of entry thereon to perform such maintenance. The Condominium Association shall restore exclusive use areas to their prior appearance (except for those changes inherent in such maintenance, repair or replacement) after performing any maintenance, repair or replacement work done as described in this paragraph.

Each Unit Owner shall keep the exclusive use area (including any patio area contained therein and any fence or wall which encloses said area) appurtenant to that owner's Unit and all improvements located within such exclusive use area in good order, condition and repair and in a clean and sanitary condition including without limitation, all necessary grounds maintenance (including, but not limited to, maintaining the lawns and landscaping), except as otherwise provided in this Master Deed or the By-Laws. The Condominium Association may adopt limitations on plantings within exclusive use areas which in its sole judgment may interfere with any septic systems, leach fields, drainage structures and sprinkler systems, or the maintenance or repair costs of such systems which may be located within such exclusive use areas. Each Unit Owner shall repair, maintain and replace any driveway, driveway apron and utility laterals serving each Owner's Unit, even if located in the Common Area. Each Unit Owner shall perform these responsibilities in such a manner as shall not unreasonably disturb or interfere with the reasonable enjoyment by the other Unit Owners of their Units. If any Unit Owner shall fail to keep such exclusive use area and improvements located thereon in good repair and in neat and orderly condition, consistent with such By-Laws and Rules and Regulations as the Trustees may promulgate, then the Trustees may give notice to that that Unit Owner of the condition complained of, describing generally the action to be taken to rectify the condition. If the Owner fails to take the actions specified or to otherwise rectify the condition within ten days after the date that the notice is given, or such other period as may be described in the notice if the circumstances warrant a different period, the Trustees shall have the right, but not the obligation, pursuant to their authority under Condominium Trust and any resolutions adopted by the Trustees, to rectify that condition by taking action (or by causing action to be taken) as was generally described in the notice. The costs incurred by the Trust in rectifying the condition and any attorneys' fees incurred by the Trust in enforcing its rights hereunder shall be assessed against such Owner's Unit in

accordance with the relevant provisions of the Condominium Trust. The Unit Owner shall immediately reimburse the Trust for such expenses and attorneys' fees.

7.9 Those exterior portions of the building (including exterior walls, siding and roofs) which are immediately adjacent to Units shall be limited common areas and facilities (within the meaning of Mass. General Laws Chapter 183A, Section 1) for the Units to which such exterior portions of the building are adjacent. No firepits may be installed, used or maintained in said limited common areas and no nitrate fertilizers may be used in such areas. Notwithstanding any other provision herein, the organization of unit owners may assess the cost of maintaining, repairing or replacing said limited common areas and facilities (with materials that maintain the architectural integrity, uniformity and original aesthetic appearance), solely to the owner of the unit to which said limited common area and facility is appurtenant, allocated, or designated, and such assessment shall be enforceable as a common expense assessment under Chapter 183A. If the Owner fails to take the actions specified or to otherwise rectify the condition within ten days after the date that the notice is given, or such other period as may be described in the notice if the circumstances warrant a different period, the Trustees shall have the right, but not the obligation, pursuant to their authority under Condominium Trust and any resolutions adopted by the Trustees, to rectify that condition by taking action (or by causing action to be taken) as was generally described in the notice. The costs incurred by the Trust in rectifying the condition and any attorneys' fees incurred by the Trust in enforcing its rights hereunder shall be assessed against such Owner's Unit in accordance with the relevant provisions of the Condominium Trust. The Unit Owner shall immediately reimburse the Trust for such expenses and attorneys' fees. No commercial vehicles (other than pickup trucks owned by a resident) may be parked outside of a unit (except commercial vehicles while being used in connection with necessary construction, maintenance and repairs and in accordance with any rules and regulations enacted by the Condominium Association).

7.10 No additional bedrooms may be added to any Unit after it has been phased into the Condominium.

7.11 The limitations on use and restrictions set forth in Paragraphs 6 and 7 hereof shall be for the benefit of the owners of the Units and the Board of Trustees of the The Village at Harlow Brook Condominium Trust as the persons in charge of the common areas and facilities, 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 Trustees at such time or times and in such manner as permitted or required for the continued enforceability thereof

7.12 There will be appurtenant to each of the units, the exclusive right and easement to use a driveway as shown on the Site Plan (in addition to the garage accessible from such Unit). Any parking space not within a driveway shall be under the control of The The Village at Harlow Brook Condominium Association and shall be subject to those rules and regulations relating to parking as may, from time-to-time be adopted by the Condominium Association. No guests may park in any parking space (whether the same or a different one) not within a driveway (or garage) for more than 48 hours within any seven-day period.

7.13 The limitations on use and restrictions set forth in Paragraphs 6 and 7 hereof shall be for the benefit of the owners of the Units and the Board of Trustees of The Village at Harlow Brook Condominium Trust as the persons in charge of the common areas and facilities, 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 Trustees at such time or times and in such manner as permitted or required for the continued enforceability thereof.

8. Amendments.

This Master Deed may be amended by an instrument in writing signed by the owners of Units entitled to seventy-five (75%) percent or more of the undivided interest in the common areas and facilities. An amendment shall become effective, however, only when duly recorded with the Plymouth County Registry of Deeds, provided, however, that:

8.1 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit contemplated to be altered thereby, an is assented to by the holder of any mortgages thereon;

8.2 No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon shall be of any force or effect as against such mortgage unless the same has been assented to by such mortgage holder;

8.3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled shall be of any force or effect unless the same has been signed by the owners of all the Units affected thereby and said instrument is recorded as an Amended Master Deed, and such amendment has been first assented to in writing by the holders of all mortgages affected thereby;

8.4 No provision of any instrument of amendment which alters this Master Deed in any manner which (i) affects the rights of Declarant under Paragraph 6 above, or (ii) would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

9. Management By-Laws.

The Association through which the Unit Owners will manage and regulate the Condominium established hereby is The Village at Harlow Brook Condominium Trust (the "Condominium Trust"), under Declaration of Trust recorded herewith, which has enacted By-Laws pursuant to said Chapter 183A which are dated the same date as this Master Deed and recorded herewith. The original and present Trustees thereof are Mounir Tayara and Deborah Anne Bready. The current mailing address of said association is 135 Main Street, Suite 5, Medway, Massachusetts 02053.

10. Interest In Common Areas and Facilities.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Schedule B-1 hereto for such Unit which percentages have been calculated to reflect the approximate relation that the fair value of each Unit on the date hereof bears to the present aggregate fair value of all of the Units. If and when the Declarant amends this Master Deed to add Phase II as more fully described in Section 15 hereof, the owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Schedule B-2 hereto for such Unit. If and when the Declarant amends this Master Deed to add Phase

III as more fully described in Section 15 hereof, the owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Schedule B-3 hereto for such Unit. If and when the Declarant amends this Master Deed to add Phase IV as more fully described in Section 15 hereof, the owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Schedule B-4 hereto for such Unit. If and when the Declarant amends this Master Deed to add Phase V as more fully described in Section 15 hereof, the owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Schedule B-5 hereto for such Unit. If and when the Declarant amends this Master Deed to add Phase VI as more fully described in Section 15 hereof, the owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Schedule B-6 hereto for such Unit. Said percentages have been calculated to reflect the approximate relation that the fair value of each Unit are expected to bear to the then aggregate fair value of all of the Units.

Said common areas and facilities shall be subject to the provision of The The Village at Harlow Brook Condominium Trust By-Laws (hereinafter referred to as the "By Laws"), and the rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof. Any and all, exclusive rights and easements of use appurtenant to a Unit shall be conveyed only with the Unit to which said rights are appurtenant and shall not be severable from such Unit.

11. Encroachments.

If any portion of the common areas and facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of a Building or alterations or repairs of the common areas and facilities permitted hereunder, or as a result of repair or restoration of a Building or of a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

12. Easements.

Each Unit Owner shall have an easement in common with the owners of all other Units to use the pipes, wires, ducts, flues, conduits, public utility lines and other common facilities and areas located in any of the other Units and serving his Unit. Each Unit Owner shall have an unrestricted right of ingress to and egress from 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 facilities and areas serving such other Units and located in such Unit. The Board of Trustees shall have and is hereby granted a right of access to each Unit to inspect the same, to make emergency repairs thereto, to remove violations therefrom (except that judicial proceedings must be instituted before any items of construction can be altered or demolished) and to maintain, repair or replace the common areas contained therein or elsewhere in the Building.

13. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the related Unit Deed, the By-Laws and any rules and regulations thereunder, as each may be amended from time to time. The acceptance of the deed of conveyance or the entering into occupancy of any Unit shall constitute an agreement that, (a) the provisions of this Master Deed, the related Unit Deed, the By-Laws and the rules and regulations, as each may be amended from time to time, are accepted and ratified by such person, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the related Unit Deed, By-Laws or rules and regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit owner. No Unit owner, however, shall be liable for any such breach except as occurs during the period of his or her ownership.

14. Certain Provisions.

Any other provisions of this Master Deed or the By-Laws of The The Village at Harlow Brook Condominium Trust to the contrary notwithstanding, the following provisions shall govern and

control:

14.1 To the extent permitted by applicable law, those holders of a first mortgage on a unit that have submitted a written request for the owners' association to notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders (hereinafter, "eligible mortgage holders") shall also be afforded the following rights:

14.1.1 Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the Plans, unless other actions is approved by the more restrictive of (a) mortgagees holding first mortgages on units which have at least 51 percent of the votes of Unit subject to first mortgages or (b) any other requirements set forth in the Condominium Trust which is more restrictive than set forth in (a) (preceding).

14.1.2 Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the more restrictive of (a) owners of units to which at least 67 percent of the votes in the Condominium Trust are allocated and by eligible mortgage holders that represent at least 51 percent of the votes of the units that are subject to mortgages held by eligible mortgage holders; or (b) any other requirements set forth in the Condominium Law, herein or in the Condominium By-Laws which are more restrictive than set forth in (a) (preceding).

14.1.3 Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial destruction of such a project may be effected without the prior approval of the holders of all first mortgages on all remaining units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining units subject to first mortgages or (b) any other requirements set forth in the Condominium Law, herein or in the Condominium By-Laws which are more restrictive than set forth in (a) (preceding).

14.1.4 When professional management has been previously required by any first mortgage holder, insurer or guarantor, whether such entity became such at that time or later, any

decision to establish self-management by the Board of Trustees shall require the prior consent of (a) owners of units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of first mortgagees holding mortgages on units which have at least 51 percent of the votes of Units subject to first mortgages or (b) any other requirements set forth in the Condominium Law, herein or in the Condominium By-Laws which are more restrictive than set forth in (a) (preceding).

14.2 The consent of Unit owners holding at least 67 percent of the beneficial interest in the Condominium Trust and the approval of eligible mortgage holders that represent at least 51% of the votes of unit estates that are subject to mortgages held by eligible holders shall be required to add or amend any material provision of the Master Deed, Condominium By-Laws or any other documents which establish, provide for, govern or regulate any of the following:

- a. Voting rights;
- b. Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or the priority of assessment liens;
- c. Reductions in reserves for maintenance, repair and replacement of the common areas;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the general or limited common element, or rights to their use;
- f. Redefinition of any unit boundaries;
- g. Convertibility of Units into common areas or of common areas into units;
- h. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i. Hazard or fidelity insurance requirements;
- j. Imposition of any restrictions on the leasing of units;
- k. Imposition of any restriction on a unit owner's right to sell or transfer his or her unit;
- l. A decision by the owners' association of a project that consists of 50 or more

- units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- m. Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents;
 - n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

14.3 Any institutional first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

14.4 Unless all of the first mortgagees holding mortgages on the individual Units in the Condominium have given their prior written approval, neither the Unit Owners nor the Board of Trustees of the Condominium Trust shall be entitled to:

14.4.1 by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain, and then only by acting, in the event of a casualty lost in accordance with the provisions of Section 17 of said Chapter 183A as the same is now constituted; in addition, neither the Unit owners nor the Board of Trustees shall be entitled to seek such abandonment or termination (other than in the event of substantial destruction or taking as previously set forth) except with the consent of the owners of at least 75% of the units and the owners of units constituting 75% or more of the undivided interest in the common areas and facilities.

14.4.2 change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or, (b) determining the pro rata share of ownership of each Unit in the common elements;

14.4.3 partition or subdivide any Unit;

14.4.4 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public

utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed an action for which any prior approval of mortgagees shall be required under this Subsection;

14.4.5 use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium;

14.5 In no case shall any provision of this Master Deed of the Condominium By-Laws be construed to give a Unit Owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

14.6 Upon written request to the Board of Trustees identifying the name and address of the holder, insurer or guarantor and the Unit number, any holder, insurer or guarantor of a mortgage on any unit shall be entitled to timely written notice of:

14.6.1 Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insurer or guarantor (as the case may be);

14.6.2 Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of 60 days;

14.6.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Trustees;

14.6.4 Any proposed action which would require the consent of a specified percentage of first mortgage holders as specified above in Section 14.1, 14.2 and 14.4 or otherwise; and

14.6.5 All meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings.

14.7 Any contract or lease (including a management contract) entered into by the

Developer before control of the project is passed to the owners' association shall provide for termination by the Board of Trustees without cause and without penalty at any time after the occurrence of the takeover event. Any agreement for professional management of the Condominium, or any other contract providing for services of the Developer, may not exceed 3 years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. In the event of any conflict between the two preceding provisions, the more restrictive provision shall apply.

14.8 The Declarant intends that the provisions of this Section comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans in force and effect from time to time and, except as provided in Section 15 hereof, all question with respect thereto shall be resolved consistent with that intention.

15. Phasing.

The condominium is planned to consist of no more than 36 units in twelve buildings, all to be located as shown on the site plan. Until the recording of an amendment to this master deed, as hereinafter provided, creating Phases II-VI (or sub-phases thereof), the units of the Condominium shall consist solely of those described in Section 3 hereof and shown on the floor plans recorded simultaneously herewith, and such units in Phase I shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Schedule B-1 attached hereto. Upon the recording of an amendment to this master deed, as hereinafter provided, creating Phase II (or sub-phases thereof), the units of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Schedule B-2 attached hereto (or, in the case of a sub-phase of Phase II, the appropriate schedule identified in the sub-phasing amendment). Upon the recording of an amendment to this master deed, as hereinafter provided, creating Phase III (or sub-phases thereof), the units of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Schedule B-3 attached hereto (or, in the case of a sub-phase of Phase III, the appropriate schedule identified in the sub-phasing amendment). Upon the recording of an amendment to this master deed, as hereinafter provided, creating Phase IV (or sub-

phases thereof), the units of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Schedule B-4 attached hereto (or, in the case of a sub-phase of Phase IV, the appropriate schedule identified in the sub-phasing amendment). Upon the recording of an amendment to this master deed, as hereinafter provided, creating Phase V (or sub-phases thereof), the units of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Schedule B-5 attached hereto (or, in the case of a sub-phase of Phase V, the appropriate schedule identified in the sub-phasing amendment). Upon the recording of an amendment to this master deed, as hereinafter provided, creating Phase VI (or sub-phases thereof), the units of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Schedule B-6 attached hereto (or, in the case of a sub-phase of Phase VI, the appropriate schedule identified in the sub-phasing amendment).

The Units of Phase II, Phase III, Phase IV, Phase V and Phase VI (and any sub-phases thereof) are planned to be approximately similar in construction and style as the Units of Phase I with such changes as the Declarant deems necessary or appropriate.

The Declarant has, and hereby reserves unto itself the right and easement at any time prior to fifteen years from the date hereof, which right and easement shall be freely alienable by Declarant, and which shall be exercisable at Declarant's option, to cause to be built on the Premises additional Units, in seven phases (consisting of one initial phase and six subsequent phase) as described above, and in connection therewith to perform such site preparation, construction and connection with utilities as Declarant deems necessary or appropriate. The approximate locations of the buildings to contain Phase II, Phase III, Phase IV, Phase V and Phase VI (and any sub-phases thereof) are depicted on the Site Plan recorded herewith.

The Declarant has the right, at Declarant's option at different times, but in no event later than fifteen years from the date hereof, to amend the Master Deed without the consent of any Unit Owner or Mortgagee, as to all or any portion of the Premises, so as to subject the Units of Phase II, the Units of Phase III, the Units of Phase IV, the Units of Phase V and the Units of Phase VI (and any sub-phases thereof) to Chapter 183A of the General Laws of Massachusetts and to this Master Deed and the Condominium Trust.

Notwithstanding anything to the contrary stated herein, the Declarant shall have the right prior to creating Phase II, prior to creating Phase III, prior to creating Phase IV, prior to creating Phase V and prior to creating Phase VI (and any sub-phases thereof), to change the number, size, layout, location and percentage interest in the Common Areas and Facilities of Units in such Phases (or sub-phases) based upon fair market values agreeable to the provision of said Chapter 183A, provided that any of such changes do not adversely affect in any material way rights of any unit owners in buildings already a part of the condominium and provided further no such change shall alter the effective percentage interest in the common areas and facilities set forth in the Master Deed or any amendments thereto with respect to units in Phase I or in any other phases (or sub-phases) which are then included in the condominium, such percentage interest to be at all times in the approximate relation which the fair value of each unit (which may include determinations of how to weigh restrictions relating to value imposed on one or more, but fewer than all, units by covenant, agreement or otherwise) on the date of the Master Deed and at the date of any amendment bears to the then aggregate fair value of all the units (which may include determinations of how to weigh restrictions relating to value imposed on one or more, but fewer than all, units by covenant, agreement or otherwise). Any amendment creating a Phase (or sub-phase) shall contain with respect to Phase II, Phase III, Phase IV, Phase V and Phase VI (and any sub-phases thereof), and the related land, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts and such other matters as Declarant deems appropriate. No amendment shall be effective until recorded with the Plymouth County Registry of Deeds or the Plymouth County Registry District of the Land Court (if the land involved consists of registered land).

In connection with the creation of Phases II through VI (and any sub-phases thereof), upon the recording with said Registry of the relevant amendments to create said Phases (or sub-phases), and without the need for any vote, agreement or instrument, the Unit Owners of the theretofore completed and existing Phases (or sub-phases) shall be deemed to have automatically relinquished all their right in and to the portion of the Premises as may be necessary for the Unit Owners of the newly created Phases (or sub-phases) fully to enjoy their Units and related appurtenances, including, but not limited to, land under the Units of the newly-created Phases (or sub-phases). The common areas and facilities

shall not include any such newly created units.

Declarant further reserves the right in its sole discretion, to abandon its intention to create Phase II, Phase III, Phase IV, Phase V or Phase VI (or sub-phases thereof) of the Condominium, as set forth above, and may, in its discretion record a statement to said effect with said Registry of Deeds, and upon the recording of said instrument said right to create Phase II, Phase III, Phase IV, Phase V, and/or Phase VI (or sub-phases thereof), by amendment to the Master Deed shall thereby terminate upon said recording, and in any event, such "right to abandon" shall be deemed to have been exercised seven years from the date of the Master Deed, unless Declarant shall have previously recorded the above said amendments to the Master Deed to create Phase II, Phase III, Phase IV, Phase V and/or Phase VI (or sub-phases thereof); provided, however, the abandonment shall not affect any Phase theretofore created.

The term "Declarant" as used in this section and the following section hereof includes Harlow Brook, LLC, its successors and assigns, and those claiming by, under or through Harlow Brook, LLC, but does not include the Trustees of The Village at Harlow Brook Condominium Trust or Unit Owners or persons claiming by, under or through the Trustees of The Village at Harlow Brook Condominium Trust or Unit Owners. No amendment to this Master Deed may alter or limit Declarant's rights reserved herein unless Declarant consents to the same.

The Declarant shall not amend this Master Deed so as to include additional phases until the construction of the buildings thereof shall have been completed sufficiently for the certification of plans provided for in Section 8(f) of Chapter 183A.

Immediately upon the recording of an amendment adding a phase (or sub-phase) the units contained in such phase shall be added to the existing units in the Condominium, and the new and existing units shall be subject to and entitled to all provisions of this Master Deed and the Declaration of Trust concerning assessments and voting rights.

16. Declarant's Additional Reserved Rights.

Declarant reserves the right (exercisable in Declarant's sole discretion) to grant easements by amendments to the Master Deed, which may be made without the consent of Unit Owners and the mortgagees of Units, by executing and recording instruments creating or granting such easements, for

utilities, septic systems, parking, roadways, driveways, walkway and any other purposes for which easements may be granted; and, in connection therewith, each Unit Owner, his successors, heirs and assigns, and any mortgagees or lien holders thereof, by the acceptance of a deed, conveyance, or mortgage of said Unit, shall be deemed thereby to have irrevocably appointed the Declarant as its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect such purpose. Declarant's right to grant further easements under this paragraph shall expire the earlier of (a) when Declarant no longer owns any Units, or (b) seven years from the date this Master Deed becomes effective, but such expiration shall not affect easements theretofore granted.

Notwithstanding anything to the contrary herein, so long as the Declarant owns at least one unit, the Declarant shall have the right at any time and from time to time to amend this Master Deed, without the consent of any Unit Owner or any member of the Board of Trustees, for any reason, including, but not limited to, meeting the requirements of any governmental body or agency, or the requirements of an insurer, or to cure any ambiguity, inconsistency or formal defect, or to add land or change lot lines, so long as said amendment does not alter this Master Deed in a manner that would render this Master Deed inconsistent or contrary to the permits covering the property as said permits may be amended by the applicable governmental or permit issuing authority.

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association or any other governmental agency or any public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by the aforementioned entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; or (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby

reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by Declarant to the Trustees of The The Village at Harlow Brook Condominium Trust at such time as the Declarant, its successors or assigns, no longer holds or controls title to any Unit or to any right to create an additional phase.

17. Conflicts.

If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of The The Village at Harlow Brook Condominium Trust By-Laws, then the following rules of construction shall be used:

- 17.1 In the event of a conflict between this Master Deed and said chapter 183A, as amended, the provision of chapter 183A shall control;
- 17.2 The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of any other provision of this Master Deed;
- 17.3 In the event of a conflict between any numerical voting requirements for action set forth in Section 14 hereof and any such requirements set forth in any other provision of this Master Deed or the By-Laws of The The Village at Harlow Brook Condominium Trust, the provision requiring the greater or more restrictive percentage or fraction for action to be taken or avoided shall control;
- 17.4 In the event of any conflict other than as set forth in Subsection 17.3 between the provisions of Section 14 hereof and any other provisions of this Master Deed or the By-Laws of The The Village at Harlow Brook Condominium Trust, the provisions of Section 14 shall control.

WITNESS the execution hereof under seal this ____ day of _____, 2025.

HARLOW BROOK, LLC

By: _____
Mounir Tayara, Manager

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Mounir Tayara, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Harlow Brook, LLC.

– Notary Public
My commission expires:

Exhibit A

Parcel 1

The land together with the buildings and other structures thereon situated in Duxbury, Plymouth County, Massachusetts, and being 13.5 acres as shown on a plan entitled "Plan of Land in Duxbury, Mass. For Francis P. and Donna J. Sullivan", dated September 28, 1982 and recorded with the Plymouth County Registry of Deeds in Plan Book 23, Page 229.

The above described premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations and restrictions of record, insofar as the same are in force and applicable.

Subject to and with the benefit of all rights, restrictions, reservations, easements, appurtenances and rights of way of record, insofar as the same are still in force and applicable.

For title reference, see deed dated February 14, 2020 and recorded with the Plymouth County Registry of Deeds in Book 52364, Page 337.

Parcel 2

A certain parcel of land with the buildings thereon lying on the southwesterly side of Temple Street, in Duxbury, Plymouth County, Massachusetts, being more particularly bounded as follows:

- | | |
|----------------|---|
| NORTHWESTERLY: | by Lot 1, as shown on the plan hereinafter described, one hundred fifty-five and 00/100 (155.00) feet; |
| WESTERLY: | by said Lot 1, as shown on said plan fifty-seven and 92/100 (57.92) feet; |
| NORTHEASTERLY: | by Lot 1B, as shown on said plan one hundred seventy-four and 64/100 (174.64) feet; |
| WESTERLY: | (again) by land now or formerly of George L. MacKenzie, as shown on said plan one hundred fifty-three and 90/100 (153.90) feet; |
| WESTERLY: | (again) by said MacKenzie land one hundred thirty-seven and 57/100 (137.57) feet; |

SOUTHWESTERLY: by land now or formerly of Francis P. Sullivan, as shown on said plan two hundred eighty and 24/100 (280.24) feet;

For title reference, see deed dated February 18, 2020 and recorded with the Plymouth County Registry of Deeds in Book 52364, Page 339.

Parcel 3

That certain parcel of vacant land situated in Duxbury, Plymouth County, Massachusetts, being shown on a plan of land entitled, "81X Plan of Land for 0 Temple St. Assessors #037-028-001, 806 Temple St. Assessors #037-028-002 in Duxbury, Mass." Prepared By: South Shore Survey Consultants, Inc. and dated 06/16/2021. Recorded with Plymouth County Registry of Deeds in Plan Book 65, Page 442 to which plan reference is made for a more detailed description.

Said lot contains a total 135,673.99 square feet according to said plan.

Subject to no future development or disturbance of the land herein conveyed and it shall be the obligation of the Grantee, its successors and/or assigns to maintain the condition of the premises primarily in its natural state, excepting for surveying and/or engineering and abating dangerous conditions including the threat of injury or damage from fallen or diseased trees and vegetation.

Subject to and with the benefit of all rights, restrictions, reservations, easements, appurtenances and rights of way of record, insofar as the same are still in force and applicable.

Property location known as 0 Temple Street, Duxbury, MA 02552 and Town of Duxbury Assessors Parcel No. 037-028-001.

For title reference, see deed dated February 27, 2024 and recorded with the Plymouth County Registry of Deeds in Book 58696, Page 28.

[Replace with Schedule B-1 through Schedule B-6]

Exhibit C

The boundaries of each of the units are as follows:

Floors: The plane of the upper surface of the concrete basement floor and the upper surface of the concrete garage floor.

Ceilings: The plane of the lower surface of the roof rafters.

Exterior building walls: The plane of the surface of the wall studs facing the Unit.

Interior building walls between Units: The plane of the surface of the wall studs facing the Unit.

Exterior doors and windows: As to the doors leading to common areas, the exterior finished surface of the doors and the exterior finished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the exterior finished surface of the window frame.