

**FRANKFORT COMMONS CONDOMINIUM
MASTER DEED**

50 F, LLC, a Massachusetts limited liability company with a principal place of business at 265 Sunrise Highway, Suite 1368, Rockville Center, New York (the "**Declarant**"), being the owner of that certain property in Fitchburg, Worcester County, Massachusetts more fully described herein, by duly executing and recording this Master Deed, does hereby submit said property, together with the buildings and improvements now existing or to be erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (collectively, the "**Property**"), to the provisions of M.G.L. c. 183A, as it may be amended (the "**Act**"), and does hereby state that the Declarant proposes to and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of the Act as follows:

1. Name of the Condominium. The name of the condominium hereby created is **Frankfort Commons Condominium** (the "**Condominium**").
2. Organization of Unit Owners. The organization through which the Unit Owners will manage and regulate the Condominium is **Frankfort Commons Condominium Trust**, established of even date and recorded herewith (the "**Declaration of Trust**," the "**Trust**" or the "**Declaration**"). Said Declaration establishes a membership organization for the benefit of the owners of record of Condominium units (the "**Units**") from time to time (the "**Unit Owners**"), of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities to which they are entitled hereunder (the "**Beneficial Interest**"). The Trust includes by-laws in accordance with the provisions of the Act ("**By-Laws**"). The name of the original Declarant-appointed Trustee (as defined in the Declaration) is: **50 F, LLC**.
3. Description of the Land. The land portion of the Property comprising the Condominium (the "**Land**") is that certain parcel located off of Frankfort Street, Fitchburg, Worcester County, Massachusetts described on Schedule A attached hereto. The Land is subject to such rights, easements, covenants, permits, approvals, restrictions and encumbrances as are of record and in force, as well as the rights and easements established herein. The Land is additionally subject to such reservations, rights, interests and easements as are hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings (as defined below) and other improvements thereon constituting "Phase 1" of the Condominium, are described herein. The Land is also shown on the site plan created by New England Engineering entitled "Condominium Site Plan - Phase 1 Units 1, 2, 3, 4, 6, 15 17 & 18 46 F & 50 F Condominiums #46 and #50 Frankfort Street in Fitchburg, Massachusetts" recorded with the Worcester North District Registry of Deeds at Plan Book 542, as Plan No. 1 (the "**Site Plan**"). The Land and the Condominium are to be developed in a number of phases, as more fully described hereinafter.

THE DECLARANT HEREBY ONLY SUBMITS PHASE I, BEING THE EIGHTEEN (18) UNITS IDENTIFIED AS UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 TO THE CONDOMINIUM AT THIS TIME. THE DECLARANT'S PRESENT

INTENTION IS TO ADD ADDITIONAL UNITS THROUGH FUTURE PHASES. WHEN ALL PHASES ARE COMPLETED THERE MAY BE A TOTAL OF UP TO EIGHTEEN (18) UNITS.

4. Units at 50 Frankfort Street. The number of units at the building at 50 Frankfort Street shall never exceed sixteen (16) units. Such units shall consist of five (5) one bedroom units and eleven (11) two bedroom units. Notwithstanding any other provision in this Master Deed to the contrary, neither the Trustees nor the Unit Owners shall have the authority to amend this paragraph 4.

5. Description of the Buildings in Phase 1. The Building(s) located on the Land and comprising Phase 1 of the Condominium (the "**Phase 1 Building(s)**") in/are described on Schedule B attached hereto. The Phase 1 Building(s), and any building or portion thereof later added to the Condominium, are hereinafter collectively referred to as the "Buildings."

6. Descriptions of the Units. Phase 1 of the Condominium is comprised of eighteen (18) Units whose location, designation, approximate area, initial percentage interest, and immediately accessible common areas are set forth in Schedule C attached hereto and/or are shown on the Condominium floor plans filed herewith (the "**Condominium Plans**") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built.

The boundaries of the Units in the Condominium with respect to the floors, ceilings, walls, exterior doors and windows are as follows:

Floors: The upper surface of the concrete slab at the lowest level of the Unit, the planes of the upper and lower surfaces of the floor joists of other floors of the Unit;

Ceilings: The plane of the lower surface of the ceiling or roof rafters and joists;

Walls: The plane of the surface of the wall studs facing the interior of the Unit;

Exterior Doors: The exterior surface of each Unit door (including the garage door), in its entirety, including the frame, jambs, screens, storm doors, hardware, threshold and flashing, and including the exterior molding or trim, if any, and caulking;

Windows: The exterior surface of the Unit windows, in their entirety, including the frame, mullions, sash, stiles, screens, storm windows, hardware, flashing, exterior molding or trim, if any, and caulking;

Other: Smoke and carbon monoxide detectors; heat detectors, if any; electric fireplace, if any; exterior light fixtures on the Unit; together with all wiring and light fixtures, wiring and HVAC vents and duct work within walls and ceilings, and any equipment for sub-metering, as well as all pipes, wires, plumbing leading from common piping back to Unit, dryer vents, toilet, bath and shower piping, chimneys and flues and/or other wires, pipes, equipment or conduits for utilities of any kind. All such utility conduits, wires, pipes and equipment exclusively serving a Unit, whether located within or without the boundaries of the Unit, shall be part of the Unit and shall be maintained, repaired and replaced by the

Unit Owner at his sole cost and expense. All non-structural elements of each garage shall also constitute part of each Unit.

Each of the Units shall have as an appurtenance thereto the exclusive right and easement to use ("**Exclusive Use**"), consonant herewith and subject to the rules and regulations promulgated pursuant to the By-Laws as may be amended from time to time (the "**Rules and Regulations**"), the following Exclusive Use Areas (the "**Limited Common Areas and Facilities**" or "**Limited Common Elements**");

- a. Each Unit shall also have the Exclusive Use of the driveway appurtenant to the Unit; provided, however, the use of such driveway shall be in conformity with the provisions hereof and of the Trust and Rules and Regulations. The Trust shall be responsible for all ordinary and extraordinary maintenance, repair and replacement of parking areas and driveway, the cost of which shall be included in Common Charges.
- b. Each Unit shall have the Exclusive Use of those parking space(s), if any, as set forth in their individual unit deed which shall be appurtenant to the Unit; provided, however, the use of such parking space(s) shall be in conformity with the provisions hereof and of the Trust and Rules and Regulations.
- c. Any exterior lights and light fixtures serving the Unit. The Trust shall be responsible for all ordinary and extraordinary maintenance, repair and replacement of exterior light fixtures, the cost of which shall be included in Common Charges; provided, however, the prompt replacement of all light bulbs and the cost thereof shall be the responsibility of the Unit Owner.

7. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium (the "**Common Elements**" or "**Common Areas and Facilities**") consist of all of the Property and improvements as defined above, exclusive of the Units and subject to the Declarant's rights herein, including, without limitation, the following:

- a. The Land, subject to and with the benefit of rights and easements applicable or appurtenant thereto, including all rights and easements reserved to the Declarant;
- b. The slabs, foundations, columns, girders, beams, supports, structural components and roofs of the Buildings; siding; exterior walls, floors and ceilings within the Buildings (other than any portion of said walls, sub-floors and floors and ceilings, included in the Units as specified in Section 6 above); interior structural or bearing walls, walls dividing Units from other Units (but not including non-bearing walls within the Unit) and other structural components, even if contained entirely within any Unit;
- c. All drainage and storm water management systems and improvements, including any detention or retention basins, located on the Property;

- d. Installations of central services such as power, light, sewer, water, and waste disposal, including all equipment attendant thereto, but not including: (i) equipment contained within and/or servicing a single Unit, and (ii) wires, conduits and equipment reserved by the Declarant;
- e. All conduits, chutes, ducts, shafts, pipes, plumbing, wiring, flues, cables and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit, which serve multiple Units or parts of the Building other than the single Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement;
- f. All fire suppression systems and components wherever located in, on, or around the Buildings;
- g. All green space areas, other landscaping, irrigation elements, driveways, and the exterior improvements upon the Property; and,
- h. All other property not included within the definition of Unit, including such additional Common Elements as may be defined in the Act.

All of the Common Elements shall be subject to the provisions hereof and of the Trust, and to Rules and Regulations promulgated pursuant to the Trust with respect to the use thereof.

All Unit Owners shall have a Beneficial Interest in the Common Areas and Facilities set forth in Schedule C, as amended from time to time. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase (both as defined herein) containing additional Units (the "**Additional Units**") pursuant to the provisions of this Master Deed, the Beneficial Interest to which the Phase 1 Units (and Units added by way of previously recorded Phasing Amendments, as defined herein) is entitled shall be reduced accordingly and the Beneficial Interest to which the Phase 1 Units and all additional Units subsequently included herein shall be determined in accordance with the above.

The Beneficial Interest shall be set forth in the Phasing Amendments to the Master Deed by which the additional Unit or Units resulting in such change of Beneficial Interest is added to the Condominium. Each Unit Owner and mortgagee, by acceptance of a Unit deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Trust. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

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

8. Plans. Simultaneously with the recording of this Master Deed, the Declarant has recorded Condominium Plans for the Phase 1 Units showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Buildings or that they have no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built.

9. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit. The Trustees, and any property manager or managing agent, and any other person authorized by the Trustees or by any property manager of the managing agent (the "**Property Manager**"), shall have a right of access to each Unit at reasonable times and upon reasonable notice (which notice shall be given not less than twenty-four (24) hours except in the event of emergencies as set forth below) for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the common expenses (as provided for, or defined in, the Declaration), or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

11. Intended Use. The Buildings, the Units and the Common Areas and Facilities are intended to be used solely for residential purposes and lawful and permitted accessory uses thereto, the Common Elements being used incidental thereto. The use of all Units and the Common Areas and Facilities are subject to the restrictions set forth in this Master Deed, in the Declaration of Trust, the By-Laws, and the Rules and Regulations, as the same may be amended from time to time. The Buildings, the Units and the Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

12. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Buildings and the Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust and Rules and Regulations, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

- a. No Unit shall be used for any purpose other than as a single-family residential home and for those limited uses accessory thereto as may be permitted in accordance with

applicable building and zoning requirements. Notwithstanding the foregoing, in no event shall any Unit be used for any business purpose where customers, clients, patients or other patrons frequent the Unit or the Common Areas and Facilities.

- b. The architectural integrity of the Buildings and the Units shall be preserved and to that end, without the express written consent of the Trustees, no exterior change, addition, structure, fence, projection, utility apparatus or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any Common Element without the express written consent of the Trustees, and no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of any decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the prior express consent in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate the interior of his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detracting.
- c. Unit Owners may keep in their Units one customary household pet (domesticated dogs, cats, fish, birds and other small, domesticated mammals) subject to the following conditions and such other reasonable conditions as the Trustee(s) may, by rule and regulation, impose:
 1. No dangerous breeds (including, but not limited to: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies) shall be kept in any Unit or allowed in the Common Elements. In no event shall dogs exceed 80 pounds.
 2. All animals kept at the property must be neutered/spayed and registered/licensed in accordance with applicable state or municipal laws and regulations.
 3. No more than a total of two pets shall be permitted in any single Unit.
 4. No poultry, livestock, horses, wild animals, feral animals, dangerous animals or exotic animals shall be allowed at the Condominium.
 5. Pets shall not interfere with the quiet enjoyment of the Condominium by its residents.
 6. Pets may not be left unattended outside the Unit.
 7. All dogs must be properly licensed by the City of Fitchburg and a copy of the license must be provided to the Trustees annually.

8. Unit Owners and residents must immediately pick up after their animals and properly dispose of all waste.
 9. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed.
 10. Any permitted pet shall not be allowed upon the Common Elements unless restrained by a leash, transport box or cage.
 11. Each Unit Owner keeping such a pet or pets who violates any of the above conditions or permits any damage to or soiling of any of the Common Elements or permits any nuisance or unreasonable disturbance or noise shall: be assessed by the Trustee(s) for the cost of the repair of such damage or cleaning or elimination of such nuisance; and/or, be levied such fine as the Trustee(s) may reasonably determine and such legal fees and costs as the Trustees may incur; and/or, be required by the Trustee(s) to permanently remove such pet from the Condominium upon five (5) days' written notice from the Trustee(s).
- d. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the Rules and Regulations, or the Act, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.
 - e. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.
 - f. No immoral, improper, offensive, or other unlawful use shall be made of the Condominium or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Unit Owner and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.
 - g. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
 - h. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No Unit, or Limited Common Element of Exclusive Use Area, 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.

- i. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, including the Limited Common Elements to which such Unit Owner has exclusive rights, any signs (other than a single, "For Sale" sign located in a Unit window) of any kind. This provision shall not apply to the Declarant.
- j. Driveways leading to garages may be occupied by private, noncommercial, passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles in accordance with this Master Deed, the Trust, the By-Laws and the Rules and Regulations. The term "private, noncommercial, passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. No vehicle shall be permitted to park in the driveways if it has any advertising or lettering, ladder racks, snowplow, pipe holders or the like equipment. Driveways shall not be used for storage; but the Owner of the Unit to which a driveway is appurtenant shall have the right to park private noncommercial passenger vehicles therein. Exterior parking spaces shall not be used for storage. No boats, campers, trailers, ATVs, four wheelers, unregistered vehicles, motor homes of any size or type, or inoperable vehicles shall be permitted to be parked in driveways, roadways or exterior parking spaces. No long-term storage of any vehicle shall be permitted.] No vehicle maintenance or repair shall be permitted in any driveways. No vehicle shall be parked in the common roadway overnight; provided, however, that limited parking on the roadway, so long as it does not obstruct the passage of other vehicles or present a safety concern, may be permitted by the Trustees.
- k. On-site parking, the dumpster and the pet relief area will be maintained in perpetuity.
- l. No Unit Owner shall use or store any grills (propane, charcoal, wood or electric) on any balcony or garage. Grills shall only be permitted to be used in accordance with all applicable fire-safety laws, codes and regulations. Fire pits, chimineas and other such devices are prohibited.
- m. The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

- n. The Unit Owners and the Trustees shall be subject to the Continuing Obligations as set forth in paragraph 28 hereof.

13. Rights Reserved to the Declarant.

- a. As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases" and "Sub-Phases". The Land, together with the Units described herein as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of eighteen (18) Units. The Condominium shall consist of additional Phases or Sub-Phases constructed and to be constructed, on the Land and the Property, which additional Phases or Sub-Phases, and the related construction and development to be added, without limitation, by adding additional land, expanding the Phase 1, or any later constructed, building, constructing a new building or buildings, or subdividing or reconfiguring the Phase 1, or later, Units. Until such time as additional Phases or Sub-Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any Buildings or portions thereof existing on the Land (other than Phase 1) and any other portions of the Buildings shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by the Declarant.
- b. The Buildings (and portions of Buildings) for Phase 2 and all subsequent Phases or Sub-Phases ("Future Phases") are to be constructed on the areas described or shown on said Site Plan or on areas to be shown on subsequently recorded Site Plan. When all Phases of the Condominium have been developed, it is anticipated that there may be a total of up to eighteen (18) Units in numerous Phases. The Declarant need not complete construction of or establish any additional Phase or Sub-Phase as part of this Condominium, however.
- c. The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.
- d. As described above, with respect to any portion of a Building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant reserves for the benefit of itself and its successors and assigns exclusive ownership of such Buildings or portions of Buildings, as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas located beyond Phase 1, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master Deed or in future amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

- e. The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete any grading, paving, or any construction of buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, septic system infrastructure, walkways, and drainage lines to service the Units constructed on the Land described in Schedule A.
- f. The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any Unit Owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to Units, Limited Common Areas, and Common Areas and Facilities as described herein and in the Phasing Amendments.
- g. The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the Buildings containing the Units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of the Act.
- h. The Declarant, in any Phasing Amendment, shall have the right, in its sole discretion, to create additional Units, as well as the right to create and designate Limited Common Areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Buildings in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be subject to Common Charges (as provided for, or defined in, the Declaration), and the Common Areas and Facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as Phase 1 in this Master Deed as Common Areas and Facilities. After the recording of such Amendment of this Master Deed creating said later Phases or Sub-Phases the total number of Units in the Condominium shall be the Units in Phase 1 and the Units subsequently created by Amendment(s) to the Master Deed.
- i. Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within twenty (20) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created and the Land where said phases were not created shall revert to the Declarant or its successors and assigns together with such easements over the Condominium Land for development, access

installation of utility lines and also such other purposes deemed necessary by the Declarant in its sole discretion.

- j. Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and locations of Units in any of such later Phases or Sub-Phases.
- k. Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by the Act. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Worcester North District Registry of Deeds (the "**Registry of Deeds**").
- l. Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.
- m. Upon the happening of any of the events described in (a), (b) or (c) below, certain portions of the Buildings as described in the Phasing Amendment(s) (subject to matters of record, and not including the Units constructed therein) shown as the areas (or parts thereof) beyond Phase 1 may become part of the Common Areas and Facilities (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) one hundred twenty (120) days after the time limit to record such Phasing Amendment(s) expires, as set forth above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect. Until such time as any such areas become part of the general Common Areas as described in this Section, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.
- n. The Declarant reserves the right for itself and its successors and assigns to construct the Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations (or permit(s) and approvals relating to the Property). The designation of each Unit in said Future Phases, 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 Elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall contain, with respect to Future Phases, all of the particulars required by the Act. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject to Common Charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove. All intended improvements in future Phases will be substantially completed prior to annexation in such Phasing Amendment(s).

- o. In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, Phase 1 and the areas beyond Phase 1, for all purposes necessary or desirable in order to construct Phase 1 and the later Phases or Sub-Phases and the Condominium Units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

- p. Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until one hundred and sixty (160) days after the last of the Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television, water, air and all septic and drainage pipes to serve any or all of the Buildings and/or Units and the Common Elements; to pass and repass by foot and vehicle over all driveways, roadways, access ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of

construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of Common Areas and Facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land.

- q. The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.
- r. The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall be deemed to be fully transferable, running with the land.
- s. Each Trustee, as well as each Unit Owner and mortgagee of a Unit, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running

with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each Unit Owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

- t. The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Trustee, as well as each Unit Owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, Unit Owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Trust.

14. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, in the name of a fiduciary, limited liability company, corporation, partnership or any other legal entity.

15. Units Subject to Master Deed and Declaration of Trust and By-Laws. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust and By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust and By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having

at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and By-Laws, or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

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

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

18. 6D Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) business days, provide a certificate in conformity with the Act, Section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement.

19. Amendment of Master Deed.

- a. No Amendment to Section 4. Neither the Trustees nor the Unit Owners shall amend Section 4 as to the number of units at 50 Frankfort Street and to the number of one bedroom and two bedroom units thereon.
- b. Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds any rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns, and no amendment shall be valid without such signature of the Declarant and/or its successors and/or assigns.
- c. General Amendments. Except as set forth in Section 13 above relating to Phasing Amendments, and except as otherwise provided in this Section, this Master Deed

may be amended by an instrument in writing signed and acknowledged by a majority of the Board and consented to by Unit Owners (including the Declarant, if the Declarant owns any Units) entitled in the aggregate to not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities and duly recorded with the Registry of Deeds; provided, however, that:

1. The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than three (3) years from the date the amendment is recorded.
 2. Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered.
 3. Except as provided for in Section 13 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected.
 4. 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 Act shall be of any force or effect.
- d. Special Amendments. Notwithstanding any provision herein to the contrary, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium or retains right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any

regulations promulgated pursuant thereto by the Department of Housing and Urban Development ("HUD"), Massachusetts General Laws Chapter 151B, the Federal Housing Administration ("FHA"), Veterans Administration ("VA"), or any governmental agency, insurer or guarantor of Unit mortgages, including private mortgage insurers; (iv) to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the City of Fitchburg, or any of its boards, bodies or agencies; (v) to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the ownership of a Unit; or (vi) to correct mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission in this Master Deed, Trust, Schedule thereto, or any supplement or amendment thereto, including without limitation, the correction of measurements appearing on any plan recorded in connection with the Condominium; or (vii) to assist the Declarant in the sale, development and/or marketing of any Unit.

20. Fannie Mae Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record with respect to the Units and shall be enforceable by any first mortgagee:

1. Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to: (i) Foreclosure or take title to a Unit pursuant to the remedies in the mortgage; (ii) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or (iii) Sell or lease a Unit acquired by the mortgagee or its assignee.
2. Amendments of a material adverse nature to mortgagees must be agreed to by first mortgagees who have requested notice of such amendments in writing to the Condominium that represents at least fifty-one (51%) of the votes of Units that are subject to mortgages.
3. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least fifty-one (51%) of the votes of the Units that are subject to mortgages.
4. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
5. Mortgagees and guarantors of the mortgage on any Unit shall have the right to timely written notice of: (i) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; (ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iii) A lapse or cancellation, of any insurance policy maintained by the Trust; and, (iv) Any proposed

action that requires the consent of a specified percentage of mortgagees.

6. No Unit Owner or any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.
7. Except as provided in the Act, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee.
8. Any first mortgagee that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request, sent certified mail, return receipt requested, by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the FNMA with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

21. Withdrawal of Portions of Condominium Land. The Declarant and its successors and assigns reserve the right within the period of five (5) years from the date this Master Deed is recorded to remove any portion of the Property which has not been included as a developed area as part of any submitted Phase, or over which any exclusive, or limited, common area rights have been granted or assigned to any Unit from the Condominium hereby created by a conveyance of any portion of such land to the Declarant and its successors and assigns or to any other party, which conveyance shall convey said land or any portion thereof free of this Master Deed for any purposes for which such land may then or thereafter be legally used and expressly free of any use or restriction for the benefit of the Condominium to which it may have been subject by (a) being included in the description of the premises in Schedule A attached herewith, (b) dedicated to Condominium use or (c) by reason of the use and occupation of the dedicated premises in connection with the use and occupation of the Units of the Condominium, provided in all events, notwithstanding the foregoing and with the following to control in the event of conflict, Declarant shall have no right to remove any portion of the Property which has already been included as a developed area as part of any submitted phase. The Declarant and its successors and assigns reserve the right to pass over the Condominium land and to have all other rights necessary to develop the withdrawn land, including the right to have easements for public utilities and the like.

Each Unit Owner and each mortgagee of a Unit in the Condominium, their successors, heirs and assigns, shall by the acceptance of a deed, mortgage or any other instrument conveying an interest in any Unit, thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to convey such land as contemplated by this Section, recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest and each such Unit Owner, mortgagee or other party agrees for himself, his successors and assigns to execute, acknowledge and deliver any and all instruments which may be requested at any time to confirm the power of attorney so given or the conveyance of said land as herein contemplated.

22. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with the Act or if any provisions of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of Construction shall be used:

- a. In the event of a conflict between the Master Deed and the Act, as amended, the provisions of the Act shall control; and,
- b. In the event of a conflict between this Master Deed and the Declaration of Trust or By-Laws, this Master Deed shall control.

23. 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 provision had never been included herein.

24. 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.

25. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

26. M.G.L. c. 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of the Act, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of the Act in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of the Act. All terms and expressions herein used which are defined in Section 1 of the Act shall have the same meanings herein unless the context otherwise requires.

27. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of the Act in accordance with the procedure set forth in Section 19 of M.G.L. c. 183A, or any successor to such section.

28. Continuing Obligations of the Condominium Trust. Reference is made to permits, orders of conditions, approvals or easements of record affecting the Land. The Unit Owners shall be subject to and bound by the terms and conditions of all such permits, approvals or orders of conditions of record as they may be amended or modified from time to time (collectively, the “**Approvals**”), which approvals shall be deemed incorporated herein by this reference. These approvals include the following:

- a. Document entitled: “Decision of The Zoning Board of Appeals” dated October 12, 2022, which decision is recorded with the Worcester North District Registry of Deeds on May 3, 2023 at Book 10553, Page 156;
- b. Document entitled: “Site Plan Approval” dated April 5, 2022, which decision is recorded with the Worcester North District Registry of Deeds on November 20, 2023 at Book 10674, Page 1;
- c. Document entitled: “Decision of the Zoning Board of Appeals” dated January 26, 2021, which decision is recorded with the Worcester North District Registry of Deeds on November 20, 2023 at Book 10673, Page 368; and
- d. Document entitled: “Decision of the Zoning Board of Appeals” dated September 22, 2021, which decision is recorded with the Worcester North District Registry of Deeds on November 20, 2023 at Book 10673, Page 370.

All Unit Owners acknowledge that the Approvals create continuing obligations which shall become the responsibility of the Trust and/or the Unit Owners. To the extent there is any conflict between the requirements imposed by the Approvals and any provisions herein or in the Condominium Trust or Rules and Regulations, the provisions of the Approvals shall apply to the extent they are consistent with applicable law.

Without limiting the generality of the foregoing or any other provision in this Master Deed or the Declaration of Trust, and pursuant to the terms of the Approvals, all roads, drainage facilities, septic facilities and other utilities within the Condominium shall remain private and shall be maintained by the Trust and/or the Unit Owners as provided in this Master Deed and the Trust.

All unit owners acknowledge the condominium is subject to the terms and conditions of the document entitled: “Notice of Lease” by and between 179 Pratt Street, LLC and 50 F, LLC dated July 22, 2024, which document is recorded with the Worcester North District Registry of Deeds on August 6, 2024 at Book 10814, Page 98, as affected by a Confirmatory Notice of Lease recorded in Book 10818, Page 113.

All unit owners acknowledge the provisions set for in the Operation & Maintenance Plan entitled “Multi-Family Residential Project 50 Frankfurt & 179 Pratt Street Fitchburg, MA” prepared on November 17, 2021 and recorded with the Worcester North District Registry of Deeds on August ____, 2024 at Book ____, Page ____ (See Exhibit A attached hereto and made a part hereof).

29. Declarant’s Right to Add Additional of Land: The Declarant reserves the exclusive right, but not the obligation, to add additional land to the Condominium from time to time in accordance with Massachusetts General Laws, Chapter 183A, without the consent of the Condominium Association or the Unit Owners. Any such addition shall be made pursuant to the terms and conditions set forth in this Master Deed, and shall be consistent with the then-current requirements

of Massachusetts General Laws, Chapter 183A. The Declarant shall provide the Condominium Association and all Unit Owners with at least thirty (30) days' written notice prior to the addition of any land to the Condominium, which notice shall describe the land to be added and the allocation of beneficial interests.

30. Liability and Arbitration. Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that the only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or any member of the Declarant, shall have any personal liability hereunder. Furthermore, all claims, disputes and other matters in question arising out of or relating to the Declarant shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages.

Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when institution of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or barred by the limited warranty attached hereto and made a part hereof.


Notwithstanding the foregoing, the Board shall not undertake legal action relating to the Declarant or initial Trustee unless fifty-one percent (51%) of the Unit Owners of all units which may be created consent in writing to such legal action at a special meeting duly called by the Board and at which full disclosure is made by the Board and legal counsel as to the estimated cost of such legal action, said estimated costs shall include, but not be limited to, attorneys' fees.

In the event of arbitration, each party shall elect an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator. This Section may not be amended without the written consent of the Declarant for so long as the Declarant retains any rights hereunder.

[Signature(s) Appear on the Following Page(s)]

Witness the execution hereof under seal this 2nd day of August, 2024.

DECLARANT:
50 F, LLC

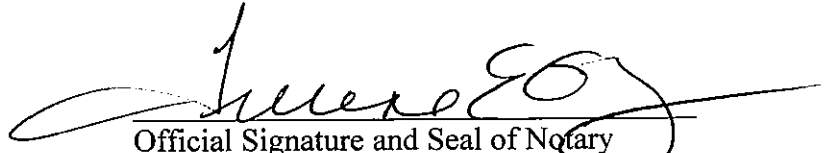

By: Mark Klinger
Its: Manager
Duly Authorized

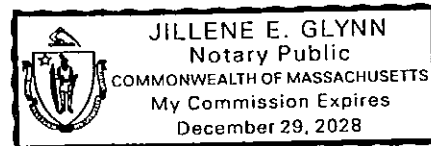
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

August 2, 2024

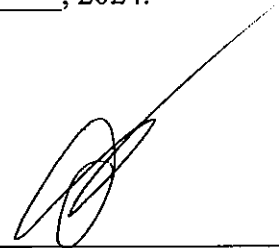
On this 2nd day of August, 2024, before me, the undersigned notary public, personally appeared Mark Klinger, duly authorized Manager of 50 F, LLC, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the duly authorized Manager of 50 F, LLC, a Massachusetts limited liability company.


Official Signature and Seal of Notary
My Commission Expires:



Witness the execution hereof under seal this 2 day of August, 2024.

DECLARANT:
50 F, LLC

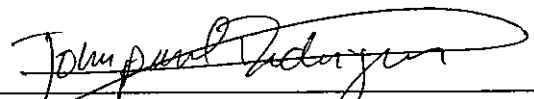


By: Eyal Preis a/k/a Eyal Price
Its: Manager
Duly Authorized

COMMONWEALTH/STATE OF New York
Nassau, ss: August 2nd, 2024

On this 2 day of August, 2023, before me, the undersigned notary public, personally appeared Eyal Preis a/k/a Eyal Price, duly authorized Manages of 50 F, LLC, proved to me through satisfactory evidence of identification, which was driver's license, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the duly authorized Manager of 50 F, LLC, a Massachusetts limited liability company.

JOHN PAUL RODRIGUEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02RO6308488
Qualified in Nassau County
Commission Expires July 28, 2026


Official Signature and Seal of Notary
My Commission Expires: 7/28/26

FRANKFORT COMMONS CONDOMINIUM

SCHEDULE A

LEGAL DESCRIPTION OF LAND

Incorporated by reference into and made a part of the Master Deed of Frankfort Commons Condominium, Fitchburg, Worcester County, Massachusetts:

As to the property known as 46 Frankfort Street, Fitchburg:

A certain parcel of land, with the buildings thereon, situated on the easterly side of Frankfort Street and the southerly side of Pratt Street, in Fitchburg, Massachusetts, and shown on a plan entitled, "Land in Fitchburg Mass. to be conveyed by Margaret Doehla", dated July 31, 1954, drawn by Alden S. Marble & Assocs, Reg. Engrs. & Surveyors, recorded with Worcester Northern District Deeds, Plan Book 98, Page 7, bounded and described as follows:

BEGINNING at the intersection of the lines of Pratt Street and Frankfort Street and running;

THENCE S. 10° 35' W. 58 feet by Frankfort Street;

THENCE S. 79° 25' E. 44.62 feet;

THENCE N 10° 35' E. 3 feet to a drill hole;

THENCE S. 79° 25' E. 89.45 feet;

THENCE S. 10° 35' W. 8.50 feet to a stake, the last five courses being by land of Barkley and Dexter;

THENCE S. 79° 22' E. 65.93 feet to a set stake

THENCE N. 10° 35' E. 63.56 feet by other land of Barkley and Dexter, formerly known as proposed Fayerweather Street, to a drill hole in a concrete post;

THENCE N. 79° 24' 30" W. 200 feet by Pratt Street to the point of beginning.

Under and subject to any existing covenants, easements, encroachments, conditions, restrictions, and agreements affecting the property.

Together with all and singular the improvements, ways, streets, alleys, passages, water, watercourses, right, liberties, privileges, hereditaments, and appurtenances whatsoever hereto belonging or in any ways appertaining and the reversions and remainders, rents, issues and profits thereat: and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor in law, equity, or otherwise howsoever, of and to the same and every part thereof.

For title reference see deed from Steven Joseph Mullan to 46 F LLC, which deed is recorded at Book 10029, Page 19 and deed from 46 F LLC to 50 F, LLC, which deed is recorded at Book 10814, Page 94.

As to the property known as 50 Frankfort Street, Fitchburg:

A certain parcel of land, with the buildings thereon, situated on the easterly side of Frankfort Street and the southerly side of Pratt Street, in Fitchburg, Massachusetts, and shown on a plan entitled, "Land in Fitchburg Mass. to be conveyed by Margaret Doehla", dated July 31, 1954, drawn by Alden S. Marble & Assocs, Reg. Engrs. & Surveyors, recorded with Worcester Northern District Deeds, Plan Book 98, Page 7, bounded and described as follows:

BEGINNING: at a point on the easterly side of Frankfort Street at a stake set at land now or formerly of Harry Doehla et al;

and running thence by the side of said street, North 10° 35' East, 96.91 feet to nail set in the driveway;

THENCE: South 79° 25' East, 44.62 feet to a set stake;

THENCE: North 10° 35' East, 3 feet to a drill hole in a concrete post;

THENCE: South 79° 25' East, 89.45 feet to a set stake;

THENCE: South 10° 35' West, 8.50 feet to a set stake;

THENCE: South 79° 22' East, 65.93 feet to a set stake (the last five courses being by land formerly of Margaret Doehla);

THENCE: By the westerly line of proposed Fayerweather Street, North 10° 35' East 63.56 feet to a drill hole in a concrete post;

THENCE: By the southerly side of Pratt Street, South 79° 24' 30" East, 20 feet to the midpoint of Fayerweather Street;

THENCE: South 10° 35' West, 205 feet to a point in the midpoint of Fayerweather Street;

THENCE: North 79° 25' West, 120.16 feet to a stone bound (this course being in part by land now or formerly of said Margaret Doehla and in part by land now or formerly of one Marranzino);

THENCE: North 10° 30' E. 50 feet to a nail set in the driveway;

THENCE: North 79° 25' West 100 feet to the point of beginning (the last two courses being by land now or formerly of Harry Doehla et al), being a portion of the whole containing 55,415 square feet, more or less.

Also conveying all rights, titles, interests and appurtenances belonging thereto, including all revisionary rights in the roads and streets adjoining the premises, as in Book 1060, page 553 and in Book 848, page 463.

The tenth course above correctly reads 120.16 feet as in prior deeds. The note in the deed recorded in Book 3126, page 330 incorrectly states that it should read 140.16 feet. The prior course runs through the center of proposed Fayerweather Street.

NOTE: Subject to the following:

1. Together with driveway easement, shown on Plan Book 98, Page 7, as set forth in Book 747, Page 220.
2. Easement granted to Harry Doehla et ux to maintain banking at the southwest corner of locus as set forth in Grant of Easement dated September 16, 1954 and recorded in Book 747, Page 220.
3. Notice of variance issued by the City of Fitchburg Board of Zoning Appeals recorded August 3, 1962 in Book 907, Page 152.
4. Notice of variance issued by the City of Fitchburg Board of Zoning Appeals recorded September 19, 1989 in Book 1877, Page 77.

For title reference see deed from Dennis Bradley to 50 F, LLC recorded with the Worcester North District Registry of Deeds at Book 10044, Page 306.

FRANKFORT COMMONS CONDOMINIUM

SCHEDULE B

DESCRIPTION OF BUILDINGS IN PHASE 1

Incorporated by reference into and made a part of the Master Deed of Frankfort Commons Condominium, Fitchburg, Worcester County, Massachusetts:

Number of Units in Phase 1: Eighteen (18)

Number of Buildings in Phase 1: Two (2)

Number of Stories: Two (2) stories above grade.

Principal Materials of Construction: The Buildings in Phase 1 are set on a poured concrete slab/basement. The Buildings are wood frame with vinyl siding and composite trim. The floor joists and roof joists are wood. The roofs are asphalt and/or fiberglass roof shingles.

Location of the Buildings: Shown on the Site Plan recorded herewith.

FRANKFORT COMMONS CONDOMINIUM**SCHEDULE C****DESCRIPTION OF UNITS IN PHASE 1**

Incorporated by reference into and made a part of the Master Deed of Frankfort Commons Condominium, Fitchburg, Worcester County, Massachusetts:

Description of the Units in Phase 1 of the Condominium, together with their respective percentage interests in the Condominium, are as follows:

Unit No.	Address	Approximate Area (Sq. Ft.)	Percentage Interest*
1	50 Frankfort Street, Unit 1, Fitchburg, MA 01420	914 sqft	4.0690%
2	50 Frankfort Street, Unit2, Fitchburg, MA 01420	958 sqft	4.0690%
3	50 Frankfort Street, Unit 3, Fitchburg, MA 01420	984 sqft	4.1992%
4	50 Frankfort Street, Unit 4, Fitchburg, MA 01420	968 sqft	4.2969%
5	50 Frankfort Street, Unit 5, Fitchburg, MA 01420	1198 sqft	4.9642%
6	50 Frankfort Street, Unit 6, Fitchburg, MA 01420	1208 sqft	5.1270%
7	50 Frankfort Street, Unit 7, Fitchburg, MA 01420	1882 sqft	6.4941%
8	50 Frankfort Street, Unit 8, Fitchburg, MA 01420	1748 sqft	6.4941%
9	50 Frankfort Street, Unit 9, Fitchburg, MA 01420	1339 sqft	6.0059%
10	50 Frankfort Street, Unit 10, Fitchburg, MA 01420	1877 sqft	6.7546%
11	50 Frankfort Street, Unit 11, Fitchburg, MA 01420	1287 sqft	5.6803%
12	50 Frankfort Street, Unit 12, Fitchburg, MA 01420	1336 sqft	5.7780%
13	50 Frankfort Street, Unit 13, Fitchburg, MA 01420	1270 sqft	5.6803%
14	50 Frankfort Street, Unit 14, Fitchburg, MA 01420	1293 sqft	6.0059%
15	50 Frankfort Street, Unit 15, Fitchburg, MA 01420	1172 sqft	5.2897%

16	50 Frankfort Street, Unit 16, Fitchburg, MA 01420	1209 sqft	5.6803%
17	46 Frankfort Street, Unit 17, Fitchburg, MA 01420	1616 sqft	6.5918%
18	46 Frankfort Street, Unit 18, Fitchburg, MA 01420	1824 sqft	6.8197%

* Subject to reduction/modification, if, as and when future Phases are added to the Condominium.

Exhibit A



ALLEN & MAJOR
ASSOCIATES, INC.



MULTI-FAMILY RESIDENTIAL PROJECT
50 FRANKFURT & 179 PRATT STREET
FITCHBURG, MA
OPERATION & MAINTENANCE PLAN

DATE PREPARED

November 17, 2021

APPLICANT:

MKEP 770, LLC
265 Sunrise Highway, Suite 1368
Rockville Center, NY 11570

PREPARED BY:

Allen & Major Associates, Inc.
400 Harvey Road
Manchester, New Hampshire 03103

A&M PROJECT NO.: 2889-03

DRAINAGE REPORT*Residential Development – 50 Frankfort Street, Fitchburg, MA***Section 2.0****Operation & Maintenance Plan**

TABLE OF CONTENTS.....	2-1
INTRODUCTION	2-2
NOTIFICATION PROCEDURES FOR CHANGE OF RESPONSIBILITY FOR O&M	2-2
CONTACT INFORMATION	2-2
CONSTRUCTION PERIOD	2-3
LONG TERM POLLUTION PREVENTION PLAN	2-4
HOUSEKEEPING.....	2-4
STORING OF MATERIALS AND WASTE PRODUCTS	2-4
VEHICLE WASHING.....	2-4
SPILL PREVENTION AND RESPONSE	2-4
MAINTENANCE OF LAWNS, GARDENS AND OTHER LANDSCAPED AREAS	2-5
STORAGE AND USE OF HERBICIDES AND PESTICIDES	2-6
PET WASTE MANAGEMENT	2-7
OPERATIONS AND MANAGEMENT OF SEPTIC SYSTEMS	2-7
MANAGEMENT OF DEICING CHEMICALS AND SNOW	2-7
LONG TERM MAINTENANCE PLAN – FACILITIES DESCRIPTION	2-8
STORMWATER COLLECTION SYSTEM	2-8
DETENTION SYSTEM.....	2-8
PROPRIETARY SEPARATORS	2-8
INFILTRATION SYSTEMS	2-8
SUPPLEMENTAL INFORMATION	2-9
OPERATION & MAINTENANCE SCHEDULE & CHECKLIST	
ISOLATOR ROW MAINTENANCE PROCEDURES	

DRAINAGE REPORT*Residential Development – 50 Frankfort Street, Fitchburg, MA*

INTRODUCTION

In accordance with the standards set forth by the Stormwater Management Policy issued by the Department of Environmental Protection (DEP), Allen & Major Associates, Inc. has prepared the following Operation and Maintenance Plan for the parking lot development located at 50 Frankfort Street, Fitchburg, MA.

The plan is broken down into three major sections. The first section describes construction-related erosion and sedimentation controls (Construction Period). The second section describes the long-term pollution prevention measures (Long Term Pollution Prevention Plan). The third section is a post-construction operation and maintenance plan designed to address the long-term maintenance needs of the stormwater management system (Long Term Maintenance Plan).

NOTIFICATION PROCEDURES FOR CHANGE OF RESPONSIBILITY FOR O&M

The Stormwater Management System (SMS) for this project is owned by the MKEP 770, LLC (owner). The owner shall be responsible for the long-term operation and maintenance of this SMS as outlined in this Operation and Maintenance (O&M) Plan. Should ownership of the SMS change, the owner will continue to be responsible until the succeeding owner has assumed such responsibility.

In the event the SMS will serve multiple lots/owners, such as the subdivision of the existing parcel or creation of lease areas, the owner(s) shall establish an association or other legally enforceable arrangements under which the association or a single party shall have legal responsibility for the operation and maintenance of the entire SMS. .

CONTACT INFORMATION

Stormwater Management System Owner: MKEP 770, LLC
 265 Sunrise Highway, Suite 1368
 Rockville Center, NY 11570
 Phone: (646) 483-2517

Emergency Contact Information:

o Fitchburg Public Works	Phone (978) 829-1910
o Fitchburg Conservation Commission	Phone (978) 829-1891
o Fitchburg Fire Department (non-emergency line)	Phone (978) 345-9660

DRAINAGE REPORT

Residential Development – 50 Frankfort Street, Fitchburg, MA

CONSTRUCTION PERIOD

1. Contact the Conservation Commission Administrator and the Fitchburg Engineering Division at least fourteen (14) days prior to start of construction to schedule a pre-construction meeting.
2. Install the tubular sediment barrier and construction fencing as shown on the Erosion Control Plan.
3. Install the construction entrance at the location shown on the Erosion Control Plan.
4. Site access shall be achieved only from the designated construction entrance.
5. Stockpiles shall be stabilized with erosion control matting or temporary seeding whenever practicable.
6. Install silt sacks at each drain inlet as soon as practicable.
7. Install stone check dams at locations shown on the Erosion Control Plan as soon as practicable.
8. Install erosion control fabric on all vegetated slopes as shown on the Erosion Control Plan as soon as practicable.
9. All erosion control measures shall be inspected every fourteen days and within 24 hours of every rainfall event of 0.25" or greater.
10. All erosion control measures shall be maintained, repaired or replaced as required or at the direction of the owner's engineer, the City Engineer, or the City Conservation Agent.
11. Sediment accumulation up-gradient of the tubular sediment barriers greater than 6" in depth shall be removed and disposed of in accordance with all applicable regulations.
12. If it appears that sediment is exiting the site, immediate action shall be taken to stop the sediment from exiting the site. Silt sacks shall then be installed in all off-site catch basins adjacent to the site and the on-site erosion and sediment control measures shall be modified to prevent any future sediment from exiting the site.
13. The contractor shall comply with the General and Erosion Notes as shown on the Site Development Plans and Specifications.
14. The stabilized construction entrances shall be inspected every fourteen days and within 24 hours of every rainfall event of 0.25" or greater. The entrances shall be maintained by adding additional clean, angular, durable stone to remove the soil from the construction vehicle's tires when exiting the site. If soil is still leaving the site via the construction vehicle tires, adjacent roadways shall be kept clean by street sweeping.
15. Dust pollution shall be controlled using on-site water trucks and or an approved soil stabilization product.

DRAINAGE REPORT*Residential Development – 50 Frankfort Street, Fitchburg, MA*

LONG TERM POLLUTION PREVENTION PLAN

Standard #4 from the MA DEP Stormwater Management Handbook requires that a Long Term Pollution Prevention Plan (LTPPP) be prepared and incorporated as part of the Operation and Maintenance of the Stormwater Management System. The purpose of the LTPPP is to identify potential sources of pollution that may affect the quality of stormwater discharges, and to describe the implementation of practices to reduce the pollutants in stormwater discharges. The following items describe the source control and proper procedures for the LTPPP.

- **HOUSEKEEPING**

An Operation and Maintenance (O&M) plan has been prepared and is included in this section of the report. The owner (or its designee) is responsible for adherence to the O&M plan in a strict and complete manner.

- **STORING OF MATERIALS AND WASTE PRODUCTS**

There are no proposed exterior (un-covered) storage areas. The trash and waste program for the site includes an exterior screened trash enclosure. There will be a trash contractor used to pick up the waste material.

- **VEHICLE WASHING**

Outdoor vehicle washing has the potential to result in high loads of nutrients, metals, and hydrocarbons during dry weather conditions, as the detergent-rich water used to wash the grime off the vehicle enters the stormwater drainage system. The proposed project does not include any designated vehicle washing areas, nor is it expected that any vehicle washing will take place on-site.

- **SPILL PREVENTION AND RESPONSE**

Sources of potential spill hazards include vehicle fluids, liquid fuels, pesticides, paints, solvents, and liquid cleaning products. The majority of the spill hazards would likely occur within the building and would not enter the stormwater drainage system. However, there are spill hazards from vehicle fluids or liquid fuels located outside of the buildings. These exterior spill hazards have the potential to enter the stormwater drainage system and are to be addressed as follows:

1. Spill Hazards of pesticides, paints, and solvents shall be remediated using the Manufacturers' recommended spill cleanup protocol.
2. Vehicle fluids and liquid fuel spill shall be remediated according to the local and state regulations governing fuel spills.
3. The owner shall have the following equipment and materials on hand to address a spill clean-up: brooms, dust pans, mops, rags, gloves, absorptive material, sand, sawdust, plastic and metal trash containers.
4. All spills shall be cleaned up immediately after discovery
5. Spills of toxic or hazardous material shall be reported, regardless of size, to the Massachusetts Department of Environmental Protection at 888-304-1133.
6. Should a spill occur, the pollution prevention plan will be adjusted to include measures to prevent another spill of a similar nature. A description of the spill, along with the causes and cleanup measures will be included in the updated pollution prevention plan.

DRAINAGE REPORT*Residential Development – 50 Frankfort Street, Fitchburg, MA*

○ MAINTENANCE OF LAWNS, GARDENS AND OTHER LANDSCAPED AREAS

It should be recognized that this is a general guideline towards achieving high quality and well groomed landscaped areas. The grounds staff / landscape contractor must recognize the shortcomings of a general maintenance plan such as this, and modify and/or augment it based on weekly, monthly, and yearly observations. In order to assure the highest quality conditions, the staff must also recognize and appreciate the need to be aware of the constantly changing conditions of the landscaping and be able to respond to them on a proactive basis.

▪ Fertilizer

Maintenance practices should be aimed at reducing environmental, mechanical and pest stresses to promote healthy and vigorous growth. When necessary, pest outbreaks should be treated with the most sensitive control measure available. Synthetic chemical controls should be used only as a last resort to organic and biological control methods. Fertilizer, synthetic chemical controls and pest management applications (when necessary) shall be performed only by licensed applicators in accordance with the manufacturer's label instructions when environmental conditions are conducive to controlled product application.

Only slow-release organic fertilizers should be used in the planting and mulch areas to limit the amount of nutrients that could enter downstream resource areas. Fertilization of the planting and mulch areas will be performed within manufacturers labeling instructions and shall not exceed an NPK ratio of 1:1:1 (i.e. Triple 10 fertilizer mix), considered a low nitrogen mixture. Fertilizers approved for the use under this O&M Plan are as follows:

Type:	LESCO® 28-0-12 (Lawn Fertilizer)
	MERIT® 0.2 Plus Turf Fertilizer
	MOMENTUM™ Force Weed & Feed

▪ Suggested Aeration Program

In-season aeration of lawn areas is good cultural practice, and is recommended whenever feasible. It should be accomplished with a solid thin tine aeration method to reduce disruption to the use of the area. The depth of solid tine aeration is similar to core type, but should be performed when the soil is somewhat drier for a greater overall effect.

Depending on the intensity of use, it can be expected that all landscaped lawn areas will need aeration to reduce compaction at least once per year. The first operation should occur in late May following the spring season. Methods of reducing compaction will vary based on the nature of the compaction. Compaction on newly established landscaped areas is generally limited to the top 2-3" and can be alleviated using hollow core or thin tine aeration methods.

The spring aeration should consist of two passes at opposite directions with 1/4" hollow core tines penetrating 3-5" into the soil profile. Aeration should occur when the soil is moist but not saturated. The soil cores should be shattered in place and dragged or swept back into the turf to control thatch. If desired the cores may also be removed and the area top-dressed with sand or sandy loam. If the area drains on average too slowly, the topdressing should contain a higher percentage of sand. If it is draining on average too quickly, the top dressing should contain a higher percentage of soil and organic matter.

DRAINAGE REPORT*Residential Development – 50 Frankfort Street, Fitchburg, MA*▪ **Landscape Maintenance Program Practices:**♦ **Lawn**

1. Mow a minimum of once a week in spring, to a height of 2" to 2 1/2" high. Mowing should be frequent enough so that no more than 1/3 of grass blade is removed at each mowing. The top growth supports the roots; the shorter the grass is cut, the less the roots will grow. Short cutting also dries out the soil and encourages weeds to germinate.
2. Mow approximately once every two weeks from July 1st to August 15th depending on lawn growth.
3. Mow on a ten-day cycle in fall, when growth is stimulated by cooler nights and increased moisture.
4. Do not remove grass clippings after mowing.
5. Keep mower blades sharp to prevent ragged cuts on grass leaves, which cause a brownish appearance and increase the chance for disease to enter a leaf.

♦ **Shrubs**

1. Mulch not more than 3" depth with shredded pine or fir bark.
2. Hand prune annually, immediately after blooming, to remove 1/3 of the above-ground biomass (older stems). Stem removals to occur within 6" of the ground to open up shrub and maintain two-year wood (the blooming wood).
3. Hand prune evergreen shrubs only as needed to remove dead and damaged wood and to maintain the naturalistic form of the shrub. Never mechanically shear evergreen shrubs.

♦ **Trees**

1. Provide aftercare for new tree plantings for the first three years.
2. Do not fertilize trees, it artificially stimulates them (unless tree health warrants).
3. Water once a week for the first year; twice a month the second, once a month the third year.
4. Prune trees on a four-year cycle.

♦ **Invasive Species**

1. Inform the Conservation Commission Agent prior to the removal of invasive species proposed either through hand work or through chemical removal.

○ **STORAGE AND USE OF HERBICIDES AND PESTICIDES**

Integrated Pest Management is the combination of all methods (of pest control) which may prevent, reduce, suppress, eliminate, or repel an insect population. The main requirements necessary to support any pest population are food, shelter and water, and any upset of the balance of these will assist in controlling a pest population. Scientific pest management is the knowledgeable use of all pest control methods (sanitation, mechanical, chemical) to benefit mankind's health, welfare, comfort, property and food. A Pest Management Professional (PMP) will be retained who is licensed with the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs, Department of Agricultural Resources.

The site manager will be provided with approved bulletin before entering into or renewing an agreement to apply pesticides for the control of indoor or structural pests. 333 CMR 13.08.

DRAINAGE REPORT*Residential Development – 50 Frankfort Street, Fitchburg, MA*

Before beginning each application, the applicator must inform the conservation commission and post a state and local approved notice on all of the entrances to the treated room or area. The applicator must leave such notices posted after the application. The notice will be posted at conspicuous point(s) of access to the area treated. The location and number of signs will be determined by the configuration of the area to be treated based on the applicator's best judgment. It is intended to give sufficient notice that no one comes into an area being treated unaware that the applicator is working and pesticides are being applied. However, if the contracting entity does not want the signs posted, he/she may sign a Department approved waiver indicating this.

The applicator or employer will provide to any person upon their request the following information on previously conducted applications:

1. Name and phone number of pest control company
2. Date and time of the application;
3. Name and license number of the applicator
4. Target pests
5. Name and EPA Registration Number of pesticide products applied

The notification must be made in writing. The intent is so that individuals, who wish to avoid exposure or want to avoid encountering the applicator, can make necessary arrangements. Applicators are required by law to follow all directions on the pesticide label and must take all steps necessary to avoid applications with people present in a room or area to be treated. Individuals occupying a room or area to be treated at the time of application shall be informed of the procedure. Whenever possible, the applicator should not apply pesticides with anyone present. That may mean treating other areas and returning when occupants have left, asking people to leave the area while the work is being done, or treating before or after people occupy the room. If people do not leave, the applicator must make it clear that he is there to apply pesticides. The applicator will be prepared to provide whatever information possible about the pesticides and techniques used.

○ **PET WASTE MANAGEMENT**

Comply with regulations regarding the care of pets within public areas. Owners shall remove pet waste from public areas. The owner's landscape crew (or designee) shall remove any obvious pet waste that has been left behind by pet owners within the project area. The pet waste shall be disposed of in accordance with local and state regulations.

○ **OPERATIONS AND MANAGEMENT OF SEPTIC SYSTEMS**

There are no proposed septic systems within the limits of the project. The sanitary sewer is proposed to connect to the existing municipal sewer.

○ **MANAGEMENT OF DEICING CHEMICALS AND SNOW**

The owner's maintenance staff (or its designee) will be responsible for the clearing of the sidewalks and building entrances. The owner may be required to use a de-icing agent such as potassium chloride to maintain a safe walking surface. The de-icing agent for the walkways and building entrances will be kept within the storage rooms located within the building. De-icing agents will not be stored outside. The owner's maintenance staff will limit the application of sand and salt.

DRAINAGE REPORT

Residential Development – 50 Frankfort Street, Fitchburg, MA

LONG TERM MAINTENANCE PLAN – FACILITIES DESCRIPTION

The following is a description of the stormwater management system for the project site.

○ **STORMWATER COLLECTION SYSTEM**

The stormwater collection system is a series of inlets located at low points within the limits of the paved area. The inlets consist of catch basins with deep sumps and hooded outlets within the pavement area.

○ **INFILTRATION SYSTEM**

There is one infiltration system within the proposed development. The infiltration system consists of the Stormtech SC-740 chambers and the Isolator Row for treatment and recharge of the stormwater. Copies of the maintenance requirements are included in the following sections.

DRAINAGE REPORT

Residential Development – 50 Frankfort Street, Fitchburg, MA

SUPPLEMENTAL INFORMATION (See following pages)

OPERATION & MAINTENANCE SCHEDULE & CHECKLIST
STORMTECH ISOLATOR ROW MAINTENANCE PROCEDURES

OPERATION & MAINTENANCE PLAN SCHEDULE

Party Responsible for O & M Plan: MKEP 770, LLC

Project: Multi-Family Residential Project

Address: 50 Frankfurt Street
Fitchburg, MA 01420

Date: _____

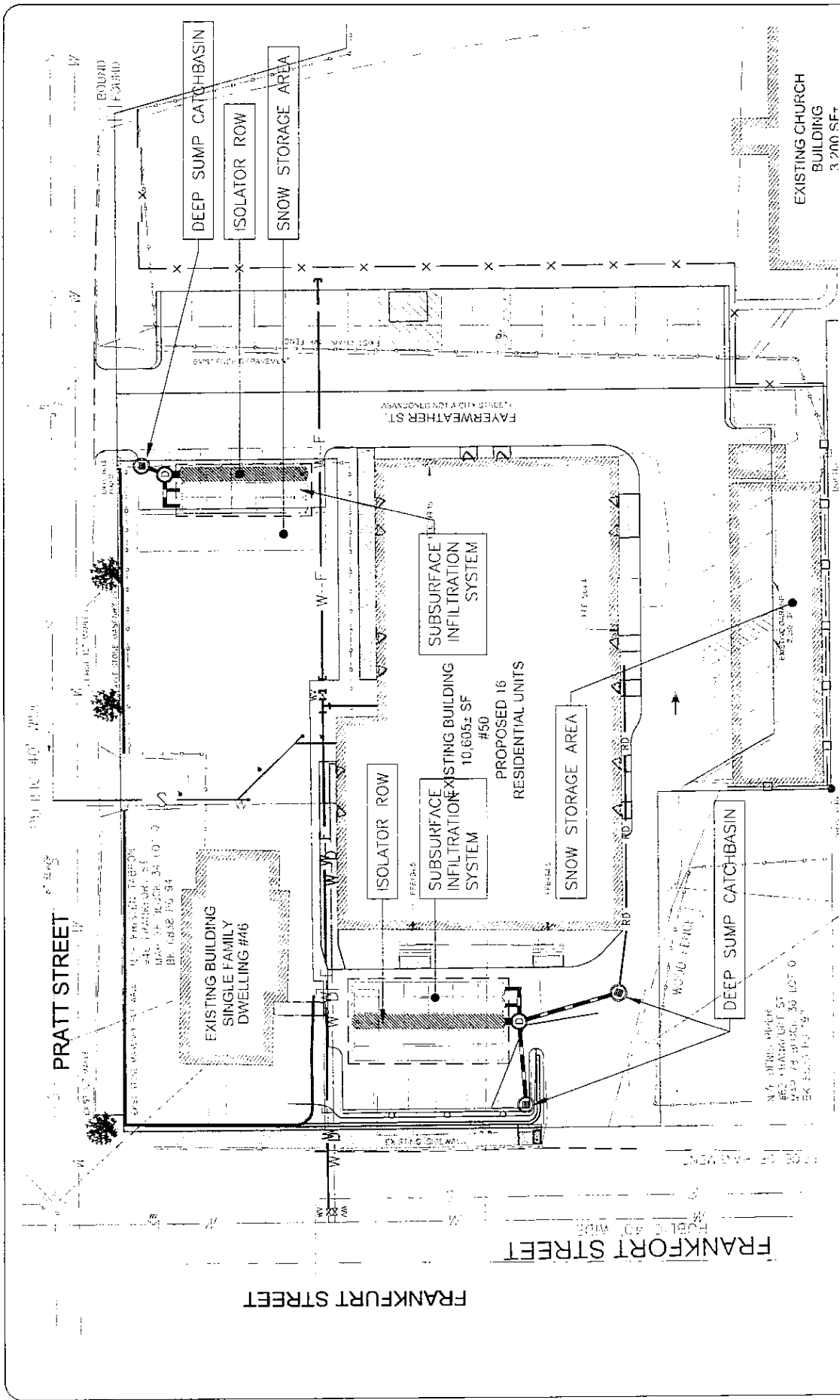
Address: 50 Frankfurt Street - Fitchburg, MA 01420


Main Phone Number:

O&M Main Point of Contact:

Structure or Task	Maintenance Activity	Schedule	Notes	Inspection Performed		Inspection Results
				Date:	By:	
BP1 Street Sweeping	Sweep, power broom or vacuum paved areas.	Sweeping should be conducted a minimum of twice a year. <ul style="list-style-type: none">• Early fall• Immediately following spring snowmelt to remove sand and other debris.	Since contaminants accumulate within 12 inches of the curbline. Street cleaning operations should concentrate in cleaning curb and gutter lines for maximum pollutant removal efficiency. Other areas can also be swept periodically, probably on a less regular basis.			
BP2 Deep Sump Catch Basins(s)	Vacuum sumps	Cleaned and inspected annually <ul style="list-style-type: none">• Early spring	Sediment should be removed when accumulated to a depth of 12", but not less than twice a year. Sediment and debris shall be removed by a vacuum truck. Disposal of the accumulated sediment and hydrocarbons must be in accordance with applicable local, state, and federal guidelines and regulations			
BP3 Subsurface Infiltration Trench	Trash removal & vegetation management	Cleaned and inspected a minimum of twice a year. <ul style="list-style-type: none">• Early spring• Late Fall	Sediment should be removed when accumulated to a depth of 3". Sediment and debris shall be removed by a vacuum truck. Disposal of the accumulated sediment and hydrocarbons must be in accordance with applicable local, state, and federal guidelines and regulations			
BP4 Snow Storage	Debris shall be cleared from the site and properly disposed of at the end of the snow season, but shall be cleared no later than May 15.		Avoid dumping snow removal over catch basins, in detention ponds, sediment forebays, rivers, wetlands, and flood plain. (See Site Plan for appropriate locations)			

Notes: 1. This O&M Plan Schedule must be maintained by the owner and remain in onsite office at all times.
2. Owner must keep the past 7 years of maintenance and inspection records on site.



PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil engineering • land surveying
environmental consulting • landscape architecture
W. W. Allen, P.E., S.E., S.D., S.L.
100 COMMERCE WAY, SUITE 3
WOBURN, MA 01801
TEL: (781) 935-0880 FAX: (781) 935-2896
WOBURN, MA • LAKEVILLE, MA • MANCHESTER, NH

PROJECT:
MULTI-FAMILY RESIDENTIAL
46 & 50 FRANKFORT STREET
& 179 PRATT STREET
FITCHBURG, MA

PROJECT NO. 1235-15E
DATE: 11-17-21
SCALE: NONE
SHEET REF: -
DESIGNED BY: MM
CHECKED BY: MAM

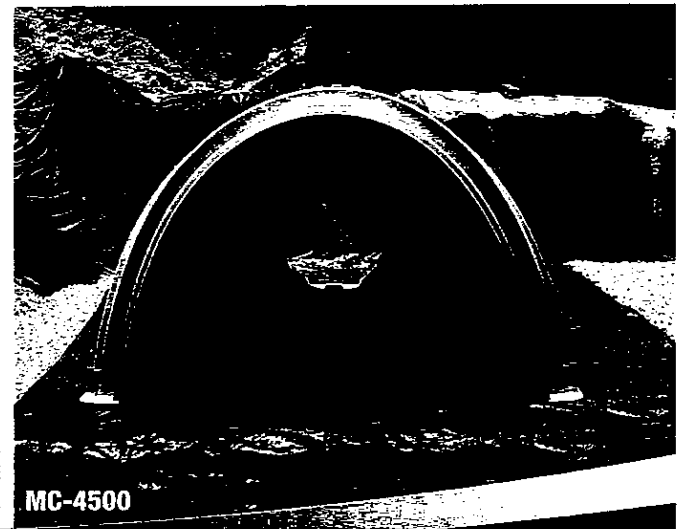
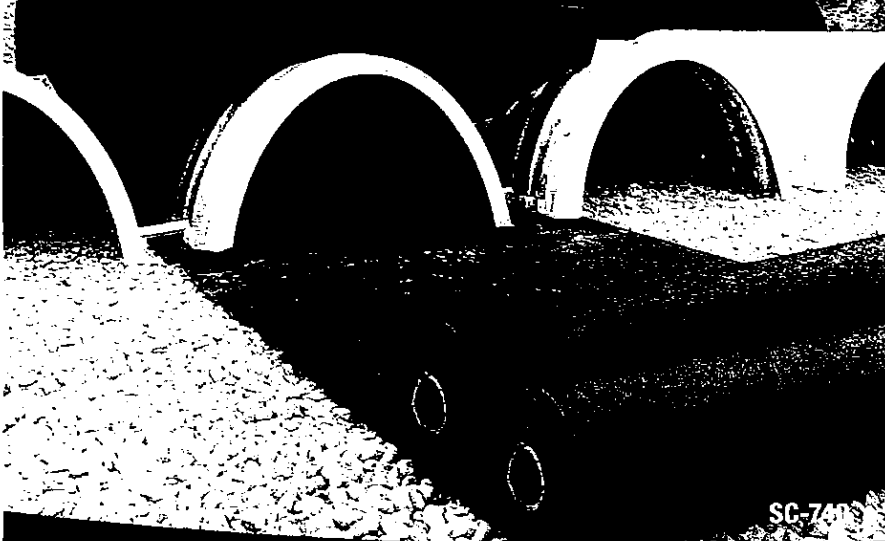
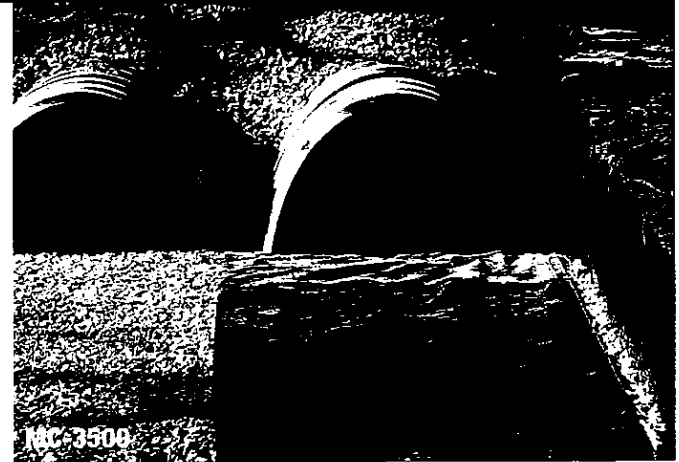
FIGURE NO.
BMP-01

O&M BMP FIGURE

APPLICANT/OWNER: MKEP 770 LLC - ROCKVILLE CENTER, NY



Isolator® Row O&M Manual



THE MOST ADVANCED NAME IN WATER MANAGEMENT SOLUTIONS™



STORMTECH ISOLATOR ROW

INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.

THE ISOLATOR ROW

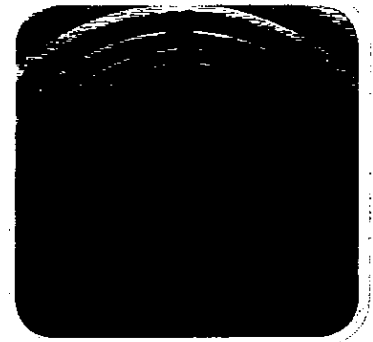
The Isolator Row is a row of StormTech chambers, either SC-160LP, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160LP, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

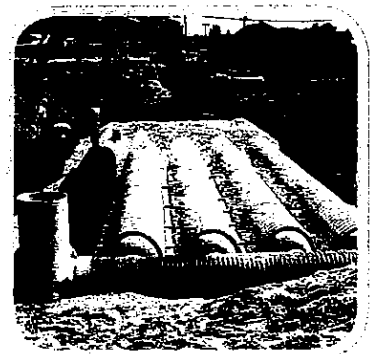
The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the overflow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

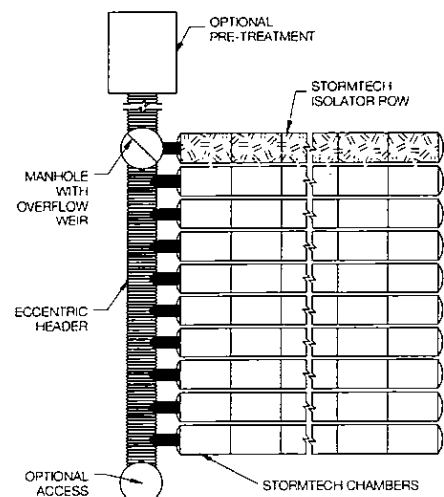
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.

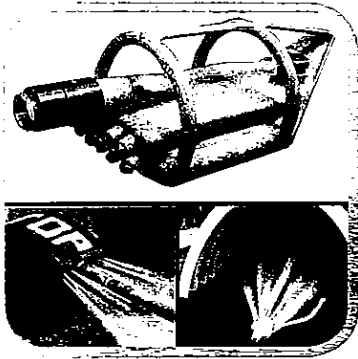


Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)





INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

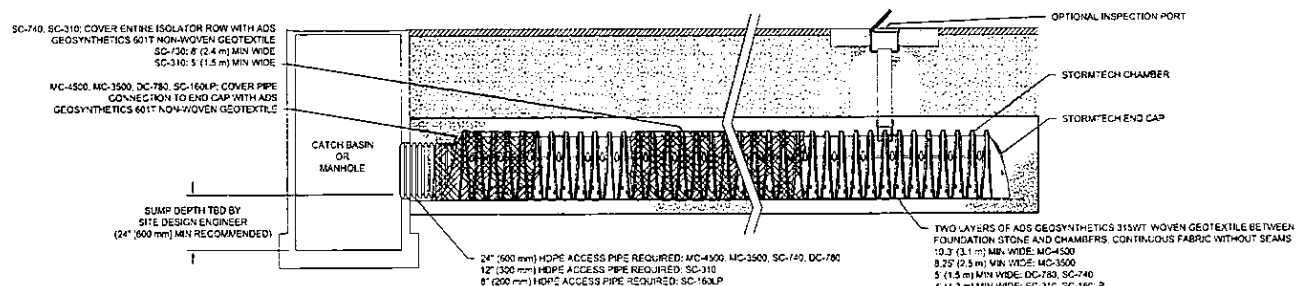
MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45° are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.

StormTech Isolator Row (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.



ISOLATOR ROW SYSTEM MAINTENANCE AND INSPECTION

STEP 1

Inspect Isolator Row for sediment.

A) Inspection ports (if present)

- i. Remove lid from floor box frame
- ii. Remove cap from inspection riser
- iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
- iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

B) All Isolator Rows

- i. Remove cover from manhole at upstream end of Isolator Row
- ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

STEP 2

Clean out Isolator Row using the JetVac process.

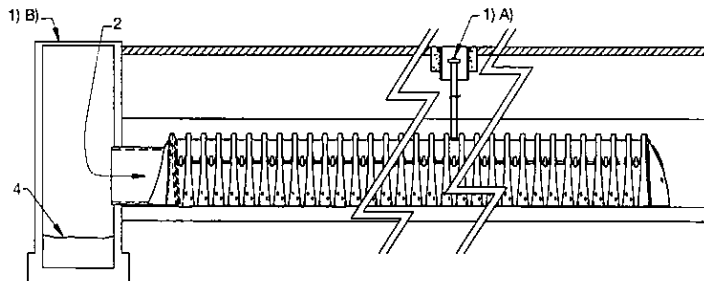
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

STEP 3

Replace all caps, lids and covers, record observations and actions.

STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



ATTEST: NO. WORC. REGISTRY OF DEEDS
KATHLEEN REYNOLDS DAIGNEAULT, REGISTER

SAMPLE MAINTENANCE LOG

DATE	DEPTH OF SEDIMENT (ft)	DEPTH OF SEDIMENT (ft)	DEPTH OF SEDIMENT (ft)	REMARKS	INITIALS
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DCM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DCM

ADS® StormTech® products and services are available on the ADS website, www.ads-pipe.com. The ADS logo and the Isolator Row logo are registered trademarks of Advanced Drainage Systems, Inc. StormTech and the Isolator Row are registered trademarks of StormTech, Inc. ADS® Advanced Drainage Systems, Inc. © 2011 2/13/13

StormTech
ADVANCED DRAINAGE SYSTEMS, INC.
MAINTENANCE

ADS

Advanced Drainage Systems, Inc.
4640 Trueman Blvd., Hilliard, OH 43026
1-800-821-6710 www.ads-pipe.com