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Doc#	Document Type	Town	Book/Page	File Date	Consideration
167440	MASTER DEED		73546/228	10/29/2019	0.00
Property-Street Address and/or Description					
SEE RECORD, 46A HUMMINGBIRD LN UNIT 1, 46B HUMMINGBIRD LN UNIT 2, 58 HUMMINGBIRD LN UNIT 3, 35 HUMMINGBIRD LN UNIT 17					
Grantors					
MOULTON CONSTRUCTION CORP, HUMMINGBIRD LANE CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
74939/333 AMEND 2020, 75557/409 AMEND 2020, 75959/225 AMEND 2020, 77691/285 AMEND 2021, 77691/293 AMEND 2021					
Registered Land Certificate(s)-Cert# Book/Pg					

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Hummingbird Lane, Groton

**MASTER DEED
OF
HUMMINGBIRD LANE CONDOMINIUM**

The undersigned Moulton Construction Corporation, being the owner of the units at the Hummingbird Lane Condominium (as hereinafter defined) ("Declarant"), which occupies the land in Groton, Middlesex County, Massachusetts described in Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this Master Deed Middlesex South District Registry of Deeds, do hereby submit said land together with the buildings and improvements and all easements, rights and appurtenances belonging thereto the provisions of the Act (as hereinafter defined) and propose to create, and hereby do create with respect to said premises, a Condominium to be governed by and subject to the provisions of the act, and to that end the Declarant declares and provides the following:

1. Definitions and Condominium Phasing

A. Definitions

The following terms shall have the following meanings in this Master Deed and in the Declaration of Trust of Hummingbird Lane Condominium Trust:

The Act shall mean Massachusetts General Laws, Chapter 183A et seq ("Condominiums"), as amended.

The Condominium shall mean the Condominium created by this Master Deed.

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed, or added to the Condominium by amendment to this Master Deed.

The Condominium Trust shall mean the Hummingbird Lane Condominium Trust, the unit owners' organization formed pursuant to the Act.

Plan # 877
of 2019

Declarant shall mean Moulton Construction Corporation, which maintains a principal place of business at 129 Skyfields Drive, Groton, MA 01450.

Dwelling shall mean a Unit intended exclusively for residential use.

Owner shall have the same meaning as the term "Unit Owner" in Section 1 of the Act.

Phase or Sub-Phase shall mean one or more units comprising a portion of, or an addition to, the Condominium.

Plan shall mean a plan entitled "Condominium Site Plan, Hummingbird Lane Condominium, Robin Hill Road, Groton, MA, Prepared for Moulton Construction Corporation" dated ~~02/03/20~~ , 2019 and prepared by Ducharme & Dillis Civil Design Group, Inc., which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan ~~877~~ of 2019.

Successors and Assigns shall mean the successors and assigns of the Declarant, but the term "successors and assigns" specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of the Declarant unless such deed, mortgage or other instrument referring specifically to this Section 1A of this Master Deed, so states.

Unit shall mean a Condominium Unit as the term is defined in Section 1 of the Act, and shall also refer to and mean Units 1 through 24, inclusive all as are shown on the Plan.

B. Condominium Phasing

This Declarant currently plans to develop the condominium as a phased Condominium, each phase of which shall include one or more building(s) containing one or more Units. Article 14 hereof sets forth the Declarant's easements and rights to add additional buildings, units, exterior parking spaces, garages, and Phases, and the procedure by which the Declarant may amend this Master Deed at any time and from time to time, and all Unit Owners, and all those claiming by, through, or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any Owner, or any mortgagee, or any Trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party shall be necessary to add additional buildings, Units, Garages, exterior parking spaces, and Phases to the condominium. Phase 1 of the condominium as described below

shall be comprised of four units and shall constitute the first phase as shown on the plans. It is the declarant's intention to add twenty additional units through various sub-phases. Subsequent sub-phases may consist of one or more Units; if all phases are created there will be a total of twenty-four Units.

Phase 1:

Phase 1 shall consist of the units shown as Units 1, 2, 3, and 17; Units 1 and 2 are situated in a two-unit building, Units 3 and 17 are situated in single unit detached buildings.

Subsequent Phases or Sub-Phases:

This Master Deed may be amended from time to time in order that subsequent sub-phases may be added by the Declarant in accordance with the provisions of Section 14 B herein, and the Declarant hereby reserves the right and easement to construct within the common areas and facilities twenty additional Units in one or more phases or sub-phases together with decks, driveways, utilities, and other appurtenances associated with those Units or with the Condominium.

2. Name

The name of the Condominium shall be the "Hummingbird Lane Condominium" (hereinafter sometimes referred to as the "Condominium").

3. Description of Land and Use Description

The Land upon which the building(s) and improvements are now or are hereafter to be situated is described in Exhibit A attached hereto and made a part hereof.

4. Description of Buildings

The building(s) hereinafter the "building or building(s)" on the land shown on the Plan which comprise Phase 1 are described in Exhibit B attached hereto and made a part hereof.

5. Designation of the Units

(a) The Condominium shall consist of not more than 24 Dwellings; all units are located on the land described in Exhibit A. The designations, locations, approximate areas, immediately accessible common areas and facilities and other descriptive specifications of each of the Units in Phase 1 are set forth in Exhibit B, attached hereto, and as shown on the site Plan of the Condominium, recorded herewith, as required by Section 8 of the Act.

(b) Dwellings: Each Unit shall be a three bedroom dwelling with two and one half baths, and the boundaries of each of the Dwellings with respect to the floors, ceilings, walls, doors, and windows thereof are as follows:

(i) Concrete Floors: The plane of the upper surface of the concrete basement floor slab.

(ii) Concrete Walls: The plane of the interior finished surface of the concrete walls.

(iii) Roofs or Upper Boundaries: The plane of the interior facing surface of the roof rafters or ceiling joists.

(iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the exterior wall studs facing the interior of the unit.; entrance doors and garage doors, door frames and window frames and the windows, including the glass, sash, screens, storm windows (if any), and storm doors shall be considered within the boundaries of and shall be a part of the Unit

(c) Each Dwelling includes the decks, porches, sun rooms (if any), screened porches (if any), patios, stairs and landings if any, walkways leading to the unit, driveway serving the unit and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Dwelling.

(d) Each dwelling is served by a separate heating system, all portions of which whether located within or without the unit, are a part of the unit it serves.

(e) Each Dwelling includes the ownership of all utility installations contained therein which exclusively serve the Dwelling.

(f) Each Dwelling shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Dwellings in the condominium, provided nevertheless that the areas of lawn immediately adjacent to the units shall be reserved for the use of occupant(s) of that unit who shall not, however, make such use or place any personal property on or within as would interfere with maintenance of the common areas.

6. Common Areas and Facilities

The Common Areas and Facilities of the Condominium shall consist of the land shown on the Plan including all improvements located thereon other than the Units.

7. Restriction on Use/Age Restrictions

The following restrictions (a.) shall be for the benefit of all the Unit Owners of the Units and for the Trustees as the persons in charge of the common elements; (b.) shall be enforceable solely by said Trustees; and (c.) shall, insofar as permitted by law, be perpetual, and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof, and no Unit Owner shall be liable for any breach of this article except for beaches which occur during the period of his or her ownership of a Unit:

The intent of the Declarant is that the Units is to provide housing for those over the age of fifty-five (55). To that end, the Unit Owners of each Unit of the Condominium shall include in their number at least one person who will be age fifty-five (55) or over at the time of purchase of said Unit and who intends to reside in said Unit as his or her principal residence. The intention of said person to reside in the Unit as their principal residence shall be evidenced by either a representation set forth in their Purchase and Sale Agreement for the Unit or by an affidavit executed by said person at or prior to the date of purchase of said Unit. In the event that title to the Unit shall be held by an entity other than an individual said entity shall execute either or both of a Purchase and Sale Agreement and/or an affidavit identifying the individual(s) who will be age 55 or older as of the date of purchase and who intend to occupy the Unit as their principal residence and said individual shall be a beneficiary, stockholder, member or principal of such title holding entity. It will not be a violation of this provision if, as a result of a verified death or disability of all residents who are age 55 or over who occupied or intended to occupy a particular Unit, either (i) the sole remaining resident(s) of the unit are not age 55 or older in which case the other remaining residents may continue to reside in the unit, (ii) the adult children of said deceased or disabled resident(s) take occupancy of the Unit or (iii) at the time of closing the remaining proposed residents may purchase and reside in the Unit. Minor children, including but not limited to lineal descendants of the occupant of a Unit, may reside in a Unit only as long as the occupant(s) of that unit have legal custody of the child or children.

The Trustees may adopt such Rules and Regulations as they, in their discretion, may determine to be in the common interest of and for the common benefit of the Condominium with respect to the provisions of this section to the

extent that any aspect of this section shall be determined not to be in compliance with the provisions of the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 as amended) or of any other similar federal or state legislation, then the terms of this section shall be given full force and effect to the maximum extent possible without violating these statutes.

8. Percentage Ownership Interest in Common Areas and Facilities

The percentage ownership of each Unit in the Common Areas and Facilities shall be as follows:

Phase 1:

Unit 1 : 20.%

Unit 2 : 20%

Unit 3 : 30%

Unit 17: 30%

The percentage interest in Common Areas and Facilities of each unit in each phase shall be calculated in accordance with the provisions of the Act when each future phase is added to the condominium. If and when future phases are added the percentage interest in each existing unit will decrease.

The Declarant is not required to add the proposed future phases, and the Declarant may modify the number and configuration of buildings, Units, floor plans, and square footage in any future phases.

9. Purpose and Restrictions on Use

The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- a.) Each Dwelling shall be used only for residential purposes, home occupations, and uses ordinarily accessory thereto, (as defined from time to time by the Groton Zoning By-Laws) and for no other use. No more than two occupants per bedroom (total) of each dwelling shall be permitted.
- b.) Owners may lease, rent or license the use of their Dwelling subject to the provisions of Section 20(b) hereof to the extent allowed under the Groton Zoning Bylaw, provided nevertheless that Owners may only lease, rent, or license their unit to individuals who meet the criteria set forth in Section 7 hereof. Each Owner who leases, rents or licenses

the use of his Dwelling hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of:

(i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Dwelling claiming by, through or under such person; or

(ii) any legal action, including court enforcement proceedings, taken by an Owner or the Condominium Trustees against such Owner of his lessees, tenants, licensees or other such occupants to enforce the provisions of sub-paragraph 9 c.)..

d.) No unlawful activity or activity reasonably deemed to be offensive and contrary to the expressed intent of this Master Deed, the Condominium Trust and the duly adopted rules and regulations of the Condominium Trust, shall be permitted on any Exclusive Use Area or the common areas and facilities of the Condominium. Owners shall maintain their respective Units in an orderly and clean manner and shall promptly dispose of all refuse, garbage and other waste in a sanitary fashion. No refuse, garbage or other waste, or container therefore, shall be stored outside of a Dwelling.

10. Rights Reserved to the Condominium Trustees

Upon twenty-four hour advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Owner involved, or immediately and without notice in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit:

a.) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere.

b.) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

11. The Owners Organization

The organization through which the owners will manage and regulate the Condominium established hereby is the Hummingbird Lane Condominium Trust (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust dated July 31, 2019 and recorded herewith. Subsequent to the sale of all units by the Declarant, this Trust shall have two Trustees, each of

whom shall be an Owner of a Unit and who attend to the maintenance, repair, and common expenses associated with the Hummingbird Way Condominium.

Each owner shall have an interest in the Hummingbird Lane Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original and present Trustee of the Hummingbird Lane Condominium Trust, (hereinabove and hereinafter the "Condominium Trustees") is as follows:

David C. Moulton, Trustee
129 Skyfields Drive
Groton, MA 01450

The initial Trustee named above, David C. Moulton, shall serve as the sole Trustee of the Hummingbird Lane Condominium Trust until such time as all of the units have been constructed and have been conveyed by Moulton Construction Corporation; thereafter there shall be two Trustees chosen by the unit owners .

The Condominium Trustees have enacted by the By-Laws pursuant to and in accordance with the provisions of the Act; these By-Laws are attached hereto as Exhibit "C".

12. Easement for Encroachment

If any portion of the Common Area and Facilities now or hereafter encroaches upon any Unit, or if any Unit including components of the septic system or other utility lines serving that unit now or hereafter encroaches upon the other Unit or any portion of the Common Areas and Facilities, and if any such encroachment shall occur hereafter as a result of (a) settling of the buildings; (b) alteration or repair to the Common Areas and Facilities or of the Exclusive Use Areas made by or with the consent of the Condominium Trustees; (c) as a result of repair or restoration of the building or any Unit, after damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or any portion of the Common Area and Facilities involved stands or remains.

13. Units Subject to Master Deed, Unit Deed and Condominium Trust

All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the condominium adopted pursuant to the

By-Laws, as they may be amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the deed of the Unit and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, 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 or conveyance thereof or lease, tenancy, license, or occupancy agreement or arrangement with respect thereto.

14. Amendments

- A. For such time as the Declarant owns any Unit in the condominium, the Declarant reserves the right at any time and from time to time to unilaterally amend this Master Deed to add additional phases as set forth below, to meet the requirements of any governmental entity, insurance company, insurance underwriting office or organization, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct typographical, mathematical, clerical, or scrivener's errors, or to cure any ambiguity, defect, omission or omission in this Master Deed.
- B. The Condominium is planned to be developed as a phased Condominium, each phase of which shall include one or more buildings and Units, and may include decks, garages, exterior parking spaces and driveways, and other appurtenances. Notwithstanding anything in this Master Deed or in the Condominium Trust, the By-Laws, or Rules and Regulations as may be promulgated or hereafter amended, the Declarant reserves to itself and its successors and assigns (and any party including, but not limited to, a mortgagee or mortgagees, to whom the Declarant has or may specifically assign its easements and rights set forth in this section, whether absolutely or by way of security) the following easements and rights:
 - a. The Declarant shall have the right and easement (but not the obligation) to construct, erect, and install on the property in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate and desirable:

1. additional buildings, Units, and the improvements associated therewith, including but not limited to roads, driveways, decks, walkways, garages, parking spaces, landscaping, fences or other barriers, other accessory structures of every character, conduits, pipes, wires, poles, or other lines, equipment, and installations of every character for the installation and furnishing of utilities, all and any other structures, buildings, improvements, and installations as the Declarant shall deem to be appropriate or desirable to the development of the Condominium as a phased Condominium; and
 2. may grant easements as may be necessary or desirable for the furnishing of utilities or attending to stormwater runoff.
- b. In the event there are unsold units, the Declarant shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns any such unsold unit(s) to lease, rent, or license the use of any unsold unit, use any such unit as a model for the purposes of the sale or leasing of units, and to utilize any unsold unit as an office for marketing or management purposes.
- c. The following provisions are set forth to further describe the scope of the Declarant's reserved rights and easements to all or any portion or portions of future phases or sub-phases to the Condominium and/ or to add new Units to the Condominium:
1. There are no limitations imposed on the locations of future buildings, structures, improvements, and installations to be constructed, erected, or installed on the Land pursuant to the rights reserved to the Declarant under this section.
 2. There are no minimum or maximum size limitations on the future phases or sub-phases to be added to the Condominium. A phase or sub-phase may consist of any number of buildings, Units, decks, garages, driveways, exterior parking spaces, and other appurtenances provided, however, that the total number of permitted Units for the entire Condominium shall not exceed twenty-four (24). The Declarant shall have the right to construct buildings, Units, phases, and sub-phases and add the same to

the Condominium in any order, and the Declarant shall not be obligated to construct any Buildings, Units, decks, garages, driveways, exterior parking spaces, and other appurtenances or phases or sub-phases in numerical or other order, but may construct buildings, Units, decks, garages, driveways, exterior parking spaces, and other appurtenances in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases. A sub-phase shall be a portion of a phase. The Declarant may construct and add to the Condominium by unilateral amendment to this Master Deed a sub-phase consisting of less than the number of units originally contemplated for a particular phase.

3. The Declarant reserves the right to change the size, height, type of construction, architectural design, and construction materials of future buildings, Units, decks, garages, driveways, exterior parking spaces, and other appurtenances which are to be added to the Condominium as part of future phases. The Declarant shall not be limited to any specific type of building or Units and there shall not be any limit, other than that imposed by applicable Federal, State, or local law or regulations on the use, size, height, layout, and design of future buildings or Units, and the Declarant shall have the right to vary or change the boundaries of future Units from those described in Article 5 hereof.
4. The Declarant may add future buildings, Units, phases, or sub-phases to the Condominium by unilaterally executing and recording with the Middlesex South District Registry of Deeds amendments to this Master Deed which shall contain the following information:
 - a. An amended Exhibit "B" describing the land, buildings, Units, phases, or sub-phases being added to the Condominium;
 - b. An amended Exhibit "C" describing the designations, locations, approximate areas, number of rooms, immediately adjacent or accessible Common Areas and Facilities, and other descriptive specifications of the Unit or Units being added to the Condominium, as

well as setting forth any variations from the boundaries of same from those set forth in Article 5 herein, and setting forth the new percentage ownership interests of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit or Units , such percentage ownership to be calculated in accordance with the provisions of Chapter 183 A of the General Laws;

- c. Floor plan(s) of the Unit or Units being added to the Condominium; and
- d. An amended definition of the Common Areas and Facilities with respect to such Unit(s) should the boundaries of the Unit(s) being added to the Condominium vary from those described in Article 5 herein.

5. It is expressly understood and agreed that all Unit Owners, and all those claiming by, through, or under Unit Owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new phases to the Condominium and all other amendments as may be made pursuant to the provisions of this Article, and the only signature which shall be required on any such amendment is that of the Declarant or its successors and assigns., and any such amendment upon recording with the Middlesex South District Registry of Deeds shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon. Each Unit Owner understands and agrees that as additional Units or phases are added to the Condominium by amendment to the Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his/her/their Unit in the Common Areas and Facilities, together with his/her/their Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium shall be reduced, recalculated in accordance with the provisions of Chapter 183 A of the General Laws, and the value of his/her/their Unit will represent a comparable

proportion of the estimated aggregate value of all units then in the Condominium. These new percentage interests shall be set forth in an amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new Unit, Units, or phases to the Condominium, and such new percentage interests shall be effective upon the recording thereof.

6. By acceptance of his/her/their deed to his/her/their Unit, each Owner hereby consents for himself, his heirs, administrators, successors, assigns, and all those claiming by, through, or under him, including the holder of any mortgage or other encumbrance, or any other party whatsoever, to the Declarant's exercise of Declarant's reserved easements and rights under this article, and expressly agrees to the change to the percentage ownership interest in the Common Areas and Facilities when new Unit(s) or phase(s) are added to the Condominium.

7. In the event notwithstanding the provisions of this Article it should be determined that the signature of any Unit Owner other than the Declarant its, successors, or assigns is required on any amendment to this Master Deed which adds a Building(s), Unit(s), or new Phase(s) to the Condominium, then the Declarant, its successors, or assigns (as the case may be) shall be empowered as attorney in fact for the Owner of each Unit in the Condominium to execute and deliver any such amendment on behalf and in the name of each such Unit Owner, whether that Unit Owner's deed is from the Declarant as Grantor or any other party, and each Unit Owner hereby constitutes and appoints the Declarant as his/her/their attorney in fact for such purpose, and this power of attorney is coupled with an interest, and thus shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium and all other persons claiming by, through, or under him/her/their, including the holder of any mortgage or other encumbrance, or any other party whatsoever.

8. The Declarant hereby reserves the right to amend, restate, reaffirm, or otherwise take any steps as may be required to complete the Condominium and the construction of the buildings, improvements, Units, and the phasing of the same into the Condominium

notwithstanding that any of the same may be required to be to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law then in effect.

9. All units shall be substantially completed prior to being added to the Condominium by amendment to this Master Deed.

C. (a.) Subsequent to the time the Declarant does not own any Units this Master Deed may be amended by an instrument in writing, signed by the owners of all Units and recorded with the Middlesex South District Registry of Deeds.

(b.) No instrument of amendment which alters the dimensions of any unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c.) Where and to the extent required under the provisions hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units in the manner set forth herein.

(d.) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

15. Termination and Removal from Condominium Law

(a) Owners holding one hundred percent (100%) of the total voting power of the Owners shall be required to approve the removal of the Condominium described herein from the provisions of the Act and thereafter the provisions of Section 19 of the said Act shall apply.

(b) Upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefore set forth in Section 18 of the Act, as Section 19 may be modified by subparagraph (a) herein, the Condominium Trust shall terminate, provided that on or before the date for termination:

(i) Written consents to the termination are obtained from the holders of liens upon the Common Land and any of the Dwellings; and

(ii) To the extent required by the applicable local zoning by-Laws, written consents to the termination are obtained by any local government entity or its agencies.

16. Declarant's Reserved rights to Construct Future Common Use Facilities in the Common Areas and Facilities

The Declarant for himself and his successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he may determine to be appropriate or desirable, one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith, or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance.

17. Definition of "Declarant"

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall have the same meaning as set forth in Section 1 (A) hereof.

18. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Law to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of holders of the first mortgages (hereinafter "First Mortgages") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with

the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in this mortgage; or

(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 First Mortgagee through the procedures described in sub-paragraphs (i) and (ii) above.

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

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee, except as may otherwise be set forth in the Act.

(d) Except as provided by the Act (and the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the condominium, the Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

(i) By any act or omission, seek to abandon or terminate the condominium; or

(ii) Change the pro-rate interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or, determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the condominium; or

(iii) Partition or subdivide any Unit; or

(iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the

granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium ; or

(v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of the Act.

(f) Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(g) In no event shall any provision of this Master Deed or the Condominium Trust give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

(h) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number of address, any First Mortgagee or insurer or governmental guarantor of said first Mortgage (hereinafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;

(ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage holders as specified in this paragraph .

(i) To the extent permitted by applicable law, eligible Mortgage holders shall also be afforded the following rights:

(i) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(ii) Any election to terminate the legal status of the condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holders mortgages.

(iii) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of the Owners of both Units and the approval of eligible Mortgage Holders holding mortgages on the Units subject to Eligible Mortgage Holder mortgages.

(j) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(k) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(l) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records, and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under the reasonable circumstances.

(m) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

(n) Except for amendments to the Condominium documents of termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of Owners of both Units and the approval of Eligible Mortgage Holders holding mortgages on both Units subject to eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the owners of both Units and the approval of Eligible Mortgage Holders holding mortgages on both Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:

Voting:

Assessments, assessment liens or subordination of such liens, reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Responsibility for maintenance and repair of the several portions of the condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Units into The interests in the Common Areas and Facilities; convertibility of Common Areas or of Common Areas into Units;

Leasing of Unit estates:

Imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his or her Unit;

Any provisions which are for the express benefit of mortgage holders, eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any additions 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 section, when recorded at the Middlesex South District Registry of Deeds, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions or precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

This provisions of this paragraph may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South District Registry of Deeds in accordance with the requirements hereof.

In the event of any conflict between the provisions of paragraph 15 and the provisions of this paragraph, the provisions of paragraph 15 shall prevail.

19. Sale or Lease of Units

(a) Appurtenant Interests. No Owner shall execute any deed, 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, 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, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of, the Units to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

(b) Sale and Lease Subject to Condominium Documents. All sale contracts and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws.

21. Severability

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not 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 has never been included herein.

22. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

24. Governing Law

This Master Deed, the Condominium Trust and By-Laws and the condominium created and regulated thereby, shall be governed in all respects by the Act as it is in force as of the date of the recording of this Master Deed, provided, however, that a subsequent amendment of, revision to or substitution for the Act shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

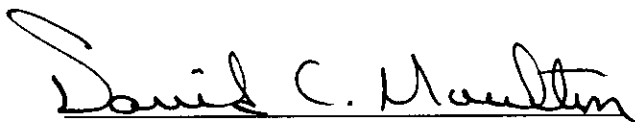
(a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or

(b) To the extent permitted by applicable law, the Owners by written instrument signed by Owners of all Units may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Owners required for it has been obtained, shall be recorded with the Middlesex South District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph to the contrary, the owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex South District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market this Condominium.

25. Dispute Resolution

Any Unit Owner who has a dispute, whether it be with regard to the administration of the condominium by the Trustee(s) or with another Unit Owner with regard to a matter over which the Trustee(s) have jurisdiction shall follow the process set forth in Article VI of the Hummingbird Lane Condominium Trust, which process shall be in addition to, rather than a limitation of, such remedies as exist under law or in equity.

In Witness Whereof, the said Moulton Construction Corporation has caused this Master Deed to be executed as an instrument under seal this 10th day of October 2019, by



David C. Moulton, its President,
Treasurer, and Officer Duly Authorized

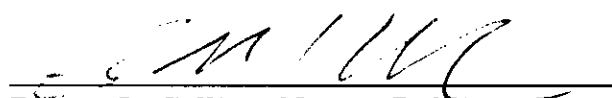
Commonwealth of Massachusetts

Commonwealth of Massachusetts

Middlesex, ss.

10/16/2019

Then appeared David C. Moulton , having provided evidence of his identity in the form of a current Massachusetts Driver's License, and acknowledged the foregoing to be his free act and deed executed voluntarily for the purposes stated therein, before me



Robert L. Collins, Notary Public
My commission expires: 11/18/2022

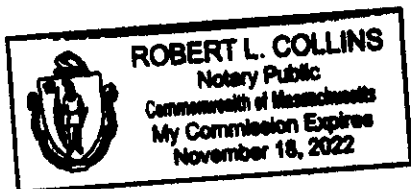


EXHIBIT "A" TO MASTER DEED
Hummingbird Lane Condominium

Description of Land

That certain parcel of land situated on Robin Hill Road in said Groton shown as Lot 1C-5C on a plan entitled "Plan of Land in Groton, Massachusetts Prepared for Fox Meadow Realty Corp." dated April 10, 2018, prepared by Ducharme and Dillis Civil Design Group, Inc., which said plan is duly recorded with the Middlesex South District Registry of Deeds as Plan 340 of 2018, bounded and described as follows:

SOUTHERLY and SOUTHWESTERLY	by	Robin Hill Road One Hundred Seventeen and 55/100 (117.55) feet;
NORTHWESTERLY	by	Lot A-10 One Hundred Three and 80/100 (103.80) feet;
SOUTHERLY	by	Lot A-10 One Hundred Seventy Six and 78/100 (176.78) feet;
EASTERLY	by	Lot A- 10 One Hundred Fifty Five and 68/100 (155.68) feet;
SOUTHERLY and SOUTHWESTERLY	by	Robin Hill Road in two courses of Sixty Nine and 12/100 (69.12) feet and Three Hundred One and 71/100 (301.71) feet;
NORTHWESTERLY	by	Parcel C shown on said plan as Assessor's Parcel 120-2.39 One Hundred Fifty and 0/100 (150.00) feet;
SOUTHWESTERLY	by	Parcel C Two Hundred Twenty Seven and 34/100 (227.34) feet;
NORTHEASTERLY	by	Parcel A One Hundred Thirty and 98/100 (130.98) feet;
WESTERLY	by	Parcel A Three Hundred Five and 56/100 (305.56) feet;

NORTHERLY by Parcel A Seven Hundred One and 62/100 (701.62) feet;

EASTERLY by Parcel A One Hundred Seventy and 69/100 (170.69) feet;

SOUTHEASTERLY by Parcel A Two Hundred Sixty Six and 16/100 (266.16) feet;

SOUTHERLY by Lot 36 A shown on said plan as land of Accione Ninety five and 51/100 (95.51); and

SOUTHEASTERLY by Lot 36A One Hundred and 0/100 (100.00) feet.

Containing approximately 8.82 Acres , be the same, more or less, and all as is shown on said plans, to which reference is hereby made for a more complete description of said premises.

This conveyance is made subject to and with the benefit of a drainage easement running in favor of the Grantor, its successors and assigns, on that portion of the premises delineated on said plan as "Drainage Easement" for the installation, maintenance, and/or replacement of drainage system components necessary for the proper drainage of surface water runoff generated by Robin Hill Road as well as runoff generated by the improvements now or hereafter situated on Parcel 1 C- 5.

This conveyance is made subject to and with the benefit of an easement for the installation, maintenance, and replacement of subsurface sewer lines serving the premises as well as the homes situated on Oriole Drive, Lot A 10, and Lot 18B, and for sewer system components, tanks, pipes, generators, and other required components needed to allow for the disposal of sewage to the municipal sewer line situated in right of way for Robin Hill Road.

This conveyance is made subject to easements in the favor of the Grantor, its successors and assigns for the installation, maintenance, and replacement of driveways serving the homes situated on Parcel C and Lot A 10 to provide access from the same to the private way known as Hummingbird Lane.

There is excluded hereby the fee to the way Robin Hill Road, but there is hereby granted the right to pass, repass, and to utilize the said Robin Hill Road as streets and ways are commonly used in the Town of Groton.

EXHIBIT "B" TO MASTER DEED
Hummingbird Lane Condominium

Description of Buildings

PHASE 1:

Currently there are three buildings in a completed state on the land described in Exhibit "A." Units 1 and 2 are situated in two story duplex building. Units 3 and 17 are situated in detached two story buildings. All of the buildings are wood frame structures with vinyl siding; the roofs are asphalt shingles. All Units in Phase 1 have three bedrooms. Each Unit has a full and half bath on the first floor and a full bath on the second floor. Each unit has a front porch as well as a rear deck adjacent to the first floor. Each Unit has an attached garage.

FUTURE PHASES

If all of the contemplated buildings are constructed and added to the Condominium, there will be a total of eighteen buildings containing a total of twenty four units; twelve buildings will be duplex buildings containing two units in each, and twelve buildings will be detached single family buildings.

All of the buildings will be of wood frame construction with vinyl siding and asphalt shingled roofs. All of the Units will have three bedrooms. All of the Units will have an attached garage.

The Declarant has reserved the right to create decks, screened porches, and/or sunrooms appurtenant to the Units in the Future Phases as well as such other rights necessary to complete future phases as well as the utilities and infrastructure necessary for the Units in such further phases.

EXHIBIT "C" TO MASTER DEED
Hummingbird Lane Condominium

Description of Units

PHASE 1:

<u>Unit No.</u>	<u>Address of Unit</u>	<u>Proportionate Interest</u>	<u>Voting Interest</u>
1	46A Hummingbird Lane	20%	1
2	46 B Hummingbird Lane	20%	1
3	58 Hummingbird Lane	30%	1
17	35 Hummingbird Lane	30%	1

Note 1: The doors to each Unit access directly to the common areas.

Note 2: Each Unit in the Condominium has one (1) Vote.

Note 3: The percentage interest in the common areas and facilities of each unit in each phase will be calculated in accordance with the provisions of Chapter 183A of the General Laws when each future phase is added to the Condominium. If and when future phases are added, the percentage interest of each existing unit will decrease.

Note 4: The Declarant is not required to add the envisioned future phases, and may modify the number and configuration of the buildings, Units, floor plans of Units, and square footage of Units in any future phase.