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***SUGARLOAF CONDOMINIUM***

***MASTER DEED***

Daniel F. Graves, Esquire  
525 Bernardston Road  
Suite #3  
Greenfield, MA 01301

**MASTER DEED  
SUGARLOAF CONDOMINIUM  
DEERFIELD, MASSACHUSETTS**

**A. CREATION OF CONDOMINIUM**

The undersigned, **RAGUS LLC**, a Massachusetts Limited Liability Company, with a principal place of business at 7 Oak Knoll Drive, South Deerfield, Franklin County, Massachusetts, hereinafter referred to as the “**Declarant**,” being the sole owner of the land off of Sugarloaf Street, Deerfield, Franklin County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by reference, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter “Subject Property,” to the provisions of Massachusetts General Laws, Chapter 183A. Further, **Declarant** does hereby state its purpose to create, and does hereby create, a condominium development (hereinafter “condominium”) with respect to the Subject Property to be governed by and subject to the provisions of said Chapter 183A.

All terms and expressions herein used, which are defined in Massachusetts General Laws Chapter 183A, as amended, shall have the same meanings unless the context otherwise requires.

**B. NAME OF CONDOMINIUM**

The name of the Condominium shall be the ***SUGARLOAF CONDOMINIUM*** (hereinafter sometimes referred to as the “Condominium” or “Sugarloaf Condominium”).

**C. DESCRIPTION OF THE LAND**

The premises that constitute the Condominium consists of the land described on Exhibit A, which is attached hereto and incorporated herein by reference and made a part hereof, together with the buildings and improvements erected or hereafter erected thereon.

***Declarant*** hereby expressly reserves to itself and its successors-in-title and their nominees, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on this Condominium and/or any other Condominium which it may create on its adjacent or proximate land, provided that in the exercise of the rights reserved by the ***Declarant*** in this paragraph, the ***Declarant*** will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

The said premises are subject to and enjoy the benefits of the easements and restrictions contained in any document containing Easements and Restrictions created by the ***Declarant*** to be recorded.

**D. DESCRIPTION OF BUILDINGS**

The Buildings and the site are more fully shown in a set of plans entitled prepared for *RAGUS LLC*, recorded herewith as Exhibit "B," which is attached hereto and incorporated herein by reference and made a part hereof. Said Buildings are hereinafter called the "Building" or "Buildings."

Phase 1 of the Condominium consists of 8 units (the "Units") in Four buildings each building (the "Building"), containing a total of two (2) residential units.

The Buildings are wood-frame construction, some containing finished or unfinished attic spaces. Some will contain first floor storage areas and some Units will contain a foundation and basement while others may have a crawl space with a non structural thin slab floor; vinyl siding and asphalt and/or fiberglass roofing materials. All variations in attics and foundations shall be noted on the plans accompanying each Unit.

**E. DESCRIPTION OF UNITS**

The unit designations of each Unit, and a statement of its location, approximate area, number of rooms, potential exclusive use common areas and immediate common area to which it has access are set forth on the attached Exhibit "C"; the location of the same is shown on the Condominium Plans, which plans include but are not limited to the number of rooms, are, to the extent the same is necessary to comply with Massachusetts General Laws, Chapter 183A, Section 8, incorporated herein and made a part hereof. Said Exhibit "C" provides additional information concerning each Unit, including a statement of its approximate area and Common Elements Percentage Interest.

## **F. BOUNDARIES OF UNITS**

The boundaries of the Units of the Condominium are as follows:

- (a) Floors: The upper surface of the subflooring.
- (b) Walls and Ceilings: As to walls and ceilings, the plane of the interior surface of the studs and roof joists, basement walls and other structural members appurtenant to such roof joists, as applicable.
- (c) Certain units shall be designed to include a finished attic or access to an attic for storage, in which event, the attic shall be considered part of the Unit and the boundary shall be the plane of the roof joists. Certain Units may contain first floor storage space which also shall be considered part of the Unit.
- (d) Any permitted four season, three season, screened in porch, patio or "bump outs" constructed at time of initial construction by developer, of any nature shall be considered part of the Unit.
- (e) Windows and Doors: As to storm doors, the interior surface thereof; and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames. Doors and windows that open from a Unit are part of the Unit from which they open. Screen doors shall belong to Unit owners.
- (f) Each Unit includes the ownership of all piping, HVAC equipment, utility lines, heating and cooling ductwork, plumbing, electrical, bathroom, sump pumps, kitchen and other apparatus and equipment, and if applicable skylights, sun tubes, solar panels, and fireplaces which exclusively serve and are located within each such Unit. The pipes, wires or conduits within such pipe chase or other enclosure that serve more than one Unit are a part of the common areas and facilities.
- (g) Each Unit shall be subject to and have the benefit of this Master Deed, the Bylaws and any Rules and Regulations promulgated pursuant thereto, and the provisions of Massachusetts General Laws, Chapter 183A.
- (h) Fireplaces and flues located within chimneys are a part of the Unit served by such fireplace and flue.
- (i) In addition, any of the following items shall be part of the Unit and Unit Owner shall be responsible for the proper maintenance of the

same: Skylights, lighting “tubes”, permitted solar arrays, propane lines to patio and any custom windows. Any damage caused to common area by said items shall be the responsibility of the Unit owner. While belonging to the Unit Owner, none of said items may be installed without permission from the Developer (Ragus LLC) or Association subject any rules and regulations that may exist related to the same.

## G. PHASES

### Creation of Additional Phases to the Condominium

The Condominium currently consists of Phase 1, which is hereby created with the recording of this Master Deed, and includes Eight Units situated in Four Buildings, designated as Buildings 2, 5, 26, and 28, having access by either two common driveways (one serving each of the buildings) or individual driveways, all shown on the As Built Plans, which show the layout, location, unit numbers and dimensions of the Units as built. The **Declarant** intends, and hereby reserves the right, but not the obligation, to commit additional land and create up to thirty-four (34) additional phases, including any part thereof, as shown on the Plans hereinbefore mentioned.

All improvements intended for each future phase will be substantially completed prior to the addition of the intended phase. Improvements in future phases will be consistent with initial improvements in Phase 1 in terms of quality of construction. When, and if, all phases are completed, the Condominium will contain up to seventy (70) units. Said premises may be submitted to the provisions of Massachusetts General Laws, Chapter 183A and are subject to the right and easement hereby reserved by the **Declarant** to construct the buildings, parking areas, and roadways and other amenities on and over that portion of the premises shown as subsequent phases on the Condominium Plans referred to hereinabove. The **Declarant** also reserves the right to have, as an appurtenance to the addition of subsequent phases, an easement to pass and repass over all of the said land in said Condominium, including the right to store equipment and supplies, so far as the same is necessary and convenient for the construction and addition of the said additional phases.

The **Declarant** hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending ten (10) years next after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium; provided that in the exercise of the rights reserved by the **Declarant** in this paragraph, the **Declarant** will not unreasonably affect the use and enjoyment of the common areas and facilities in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The **Declarant** further reserves the right in the creation of subsequent phases (including the right to create subphases within one or more phases) to change the order of such phases, provided that in all instances the percentage of interest attributable to each such Unit then existing shall be determined in a manner in conformity with the provisions of Massachusetts General Laws, Chapter 183A, as amended.

The **Declarant** also reserves the exclusive right to create, bind and enforce a Road Utility Easement Agreement and Declaration of Covenants as to Road Maintenance.

The **Declarant** also reserves the exclusive right to grant temporary and/or permanent easements over and across the common areas of the Condominium land for access to and from buildings and parking spaces located on other phases.

The **Declarant** also reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and building for the purpose of installing utilities of any nature including but not limited to, electrical, plumbing, internet, propane, natural gas, telephone, and cable television lines serving the units in the Condominium, and such other equipment as may be necessary for the installation, and operation of the same.

The documents that will be recorded to add each phase will be the amendments to this Master Deed made under the provisions of this section, and an "as built" plan of the Units that are part of the phase being added.

#### **H. COMMON AREAS AND FACILITIES**

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities more fully defined herein (the "Common Elements") in the percentages set forth in Exhibit "D" attached hereto. The percentage interest of the respective Units in the Common Elements has been determined on the basis of the approximate relation of the fair value of each Unit at the date hereof bears to the aggregate fair value of all the Units as of the date of recording of this Master Deed and shall be referred to hereinafter as the Common Elements Percentage Interest.

With respect to Units that will be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the Common Areas Facilities shall be modified to reflect their then existing interest in the Common Areas. The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation in the Registry of Deeds of the amendment to this Master Deed adding a phase.

Each Unit shall have the unrestricted and perpetual right of ingress and egress to its doorways and garage. In addition, each Unit shall have the exclusive right and easement to use the entire driveway leading from Sugarloaf Street to its garage, as shown on said Condominium Plans, for parking and access to its garage. Should two (2) Units share a driveway, each Unit shall have the exclusive right and easement to use the one-half (1/2) of said driveway nearest to it for parking and access to its garage. Other than maintenance and other permitted or required access and subject to all rules and regulations, Unit owners shall generally have exclusive use of the front yard, side yard and back yard of their Unit. Units may have temporary exclusive easements for pets and gardens as outlined in the Association rules and regulations as amended from time to time and governed, granted and enforced by the Trustees. Easements shall also exist for any



permitted improvements (including but not limited to awnings, upgraded basement windows, ramps, generators, venting or piping for stoves, fireplaces, flues, permitted propane lines, lighting tubes, screen doors or other permitted upgraded items installed at construction or otherwise approved by the Association (structural changes of the Unit's exterior size and upgraded basement windows shall not be permitted after initial construction by Developer).

Except as hereinbefore reserved by the *Declarant* for the development of subsequent phases and as otherwise reserved by the *Declarant* in this Master Deed, no part of the Common Areas, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks or other commercial or recreational vehicles, boats, campers or trailers, or other items or goods, except noncommercial, duly registered operable automobiles belonging to the Unit owners and guests. No part of the outside areas shall be used for repairing or maintaining any vehicle.

The Common Areas and facilities of the Condominium (the "Common Elements") are comprised and consist of the following:

(in the event any of the areas defined as Common Elements herein are further defined in Section F of this Master Deed, said items shall be classified under Section F):

(a) Land described herein together with the benefit of and subject to the rights and easements and Common Areas and facilities shown on the Building Plans as defined herein; subject, however, to the right and easement of the *Declarant* to construct and add the buildings and Units and parking spaces and all necessary utilities and appurtenant items, constituting subsequent phases as hereinbefore and hereinafter described. Further, in conjunction therewith, to grant mortgages on all or part of the rights and easements reserved to the *Declarant* in this Master Deed and on all or part of the buildings and Units and parking spaces constituting such subsequent phases, including the rights and easements hereunder reserved, and hereafter to submit such phases by amendment to said Master Deed as provided in this Master Deed. Until such amendments are recorded by

the **Declarant** submitting any of said buildings and Units and parking spaces in such subsequent phases, the buildings and Units and parking spaces will remain the property of the **Declarant** and shall not constitute part of the Condominium and shall be subject to the rights of the **Declarant** set forth in this Master Deed.

(b) The foundations, all structural columns, structural girders, beams, slabs, supports, and floor, ceiling and roof beams and joists, and all structural members appurtenant to such floor, ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits, and all structural portions of the building.

(c) Installations of central services such as, power, light, telephone, gas and water. Any equipment servicing a single Unit, whether located within or without the Unit boundaries, including but not limited to heating, air conditioning and hot water equipment are part of the Unit in which the same is located and which it services, and are not part of the Common Areas and Facilities.

(d) All sewer, water, electric lines, drainage, chimneys and flue lines, conduits, utility lines, pipes and plumbing apparatus, and other facilities contained within the Common Areas and/or within any Unit, except those that exclusively serve individual Units and are located within the individual Units (subject to easements reserved in this Master Deed), not including the lighting fixtures, heating, plumbing fixtures, kitchen and bathroom fixtures and cabinets located within said Unit serving the same exclusively.

(e) The yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walks, railings, steps, and lighting fixtures, which shall be subject to certain exclusive use easements as shown on the site plan for the Condominium or otherwise articulated in this document.

(f) The general roadways, subject to the conditions, rights and provisions contained throughout this Master Deed.

(g) The roofs, which shall be a part of the Common Areas and Facilities (to be maintained, repaired and replaced by the Condominium Association).

(h) The patios, decks and appurtenances thereto ONLY to the extent said patios, decks and appurtenances thereto are located on common area and not specifically included in the floor plans attached to the Unit Deed when first conveyed. Said areas, if any, are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association. Said decks not included in said unit deed, may be located or constructed on common area only with the express written permission of the Trustees. Each Unit Owner shall only have an exclusive easement as long as permitted by Trustees for the use of the deck attached to their Unit.

(i) The maintenance, repair and improvement of the driveways and exterior portions of the Units shall be performed by the Association, and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in the Condominium as any other common expense.

(j) The Association also reserves the right and easement to enter onto the Premises, from time-to-time, at reasonable hours, for the purposes of reconstructing and repairing adjoining Units, Common Elements and Facilities, and to perform any obligations of the Association required or permitted to be performed under this Master Deed, and/or the Bylaws of the Association.

(k) All other parts of the Premises not defined as part of the Units and not included within the items listed above, and all apparatuses and installations existing (including any replacements thereof) necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein.

**I. PLANS**

A site plan exhibiting the land upon which the Condominium is constructed, the location and layout of the Buildings and a set of floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, and the Common Area Percentages are attached hereto as EXHIBITS A, B, C and D, are made a part hereof, and incorporated herein by reference.

Said set of Exhibits are as follows:

EXHIBIT A: Legal Description

EXHIBIT B: Phase I and Potential Future Phases

EXHIBIT C: Building Footprints

EXHIBIT D: Percentage In Common Area

Said set of plans, herein sometimes collectively referred to as the "Condominium Plans" or "Master Plan" are incorporated herein and made a part hereof by reference.

**J. USE OF UNITS**

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument (as well as the Bylaws from time to time established and/or amended). These use restrictions shall be for the benefit of all the Unit Owners and shall be, insofar as permitted by law, perpetual and to that end may be extended by the governing board of the trustees, from time to time if required for the continued enforceability thereof.

1. All Units in the Condominium shall be used for primarily residential purposes (with home businesses permitted only as articulated further herein).

2. Other than home businesses as permitted in section next, no industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the Premises of the Condominium. The **Declarant** or Trustees may permit a facility or club house designed to serve the Unit Owners, their guests and invitees to be operated within the the Condominium subject to rules and regulations as determined by the **Declarant** and Trustees.

3. A Unit owner may conduct a home business in a portion of the unit, provided the business has no signage, additional employees working within the Unit and has no customers or visitors accessing the Unit. The **Declarant** and Trustees may further regulate any home business being operated within a Unit so as to maintain the residential nature of the the Condominium.

4. Without the written permission of the Trustees, no "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted, nor shall any Unit be used or rented for transient, hotel or motel purposes. Notwithstanding the foregoing, until the **Declarant** or their successors-in-title or their nominees may have sold and conveyed all of the Units and completed its intended phases, the **Declarant** and their successors-in-title or their nominees, may use one or more Units for a sales office or model and **Declarant** shall have the right to post any and all marketing, rental and sales signs on Common Areas, Facilities and Units for sale by Declarant.

5. Nothing shall be done in any Unit or in, on or to the Common Elements, which will impair the structural integrity of any of the buildings or which would structurally change them;

6. Owners and occupants shall comply with and conform to all applicable laws and regulations of the Condominium, Bylaws, and all ordinances, rules and regulations of all governing authorities, and shall hold the Association harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

7. The Association shall have the right to regulate the presence of pets in the Condominium in the Rules and Regulations adopted by it pursuant to the Bylaws. However, no change to a Bylaw shall require an owner to remove an existing dog or cat owned by the owner and kept at the premises prior to said Bylaw change unless the animal is determined by the Board to be a threat to the safety of other owners and their guests.

8. QUALIFIED BUYER: The intent of the *Declarant* is that this Condominium is to provide a community for those fifty-five (55) years of age or older. As a result, each Unit of the Condominium shall be occupied by at least one natural person who will be fifty-five (55) years of age or over at the time of occupancy of said Unit. Said occupant shall intend and shall, in fact, reside in the Unit purchased. Said occupant shall be defined herein as the "Qualified Buyer." Said Qualified Buyer shall provide any and all reasonable and necessary confirming documentation as requested by the Developer (Ragus LLC), Trustees or Town of Deerfield to evidence compliance with this restriction obligation. The intention of said Qualified Buyer to reside in the Unit shall be evidenced by either a representation set forth in their Purchase and Sale Agreement for the Unit (said representation shall survive the delivery of the deed by this reference herein) or, the actual occupancy of that person evidenced by an affidavit executed by said person at or prior to the date of purchase of said Unit and as requested by the Trustees. The Trustees may establish a process to obtain an affirmation, no less than once annually of the fact that the person is fifty-five (55) years of age or older and that they do reside in said Unit. By acceptance of the deed, the Qualified Buyer shall for themselves, their heirs, assigns and occupants agree to provide their birth date along with sufficient documentation to certify the same. Said Qualified Buyer shall also agree to provide a sworn affidavit certifying they reside in the Unit. In the event that the title to the Unit shall be held by a non occupying owner or an entity other than a natural person, such as, but not limited to: a trust, a corporation, partnership or limited liability company (hereinafter "non occupying owner"), then in that event, the said non occupying owner shall execute both the Purchase and Sale Agreement and provide an affidavit identifying the individual(s) who will be occupying the Unit and act as a Qualified occupant hereunder and shall comply with the annual certification outlined prior herein.

It will not be a violation of the provisions governing a Qualified Buyer if, as a result of a death or disability of all residents of a Unit who were or are 55 or older:

- a.) the sole remaining resident(s) of the Unit are not age 55 or older. In such an event the remaining residents may continue to reside in the Unit but shall not allow additional non qualified residents to occupy the home that were not occupants prior to the death or disability of the qualified buyer;
- b.) the adult children (no more than two) of a disabled Qualified Buyer may take occupancy for the purpose of providing care to the Qualified Buyer with the intention of the Qualified Buyer returning to the premises

In the event of the death of a Qualified Buyer or a foreclosure or other involuntary transfer of a Unit, a one year exemption may be requested to the Trustees to allow for the marketing and transfer of the Unit to another eligible Qualified Buyer. The Trustees may adopt such Rules and Regulations as they may determine necessary for the enforcement and application of the provisions contained in this Section. In the event that any aspect of this provision or the Rules and Regulations subsequently adopted shall be found to not be in compliance with the provisions of the Fair Housing Act, HOPPA or any other similar federal or state legislation, then this section shall be automatically given full force and effect to the maximum extent possible without violating said legislation and regulations.



9. No owner or occupant of any Unit may, at any time, place, affix or adhere anything to the exterior of the Unit or make any change or modifications of the exterior of said Unit (including but not limited to painting, staining or changing the color of any exterior portion of the Buildings), except as permitted in the Rules and Regulations.

Further, no owner or occupant of any Unit may, at any time, make any change or modification to the interior of any Unit that would affect, or in any way modify, the structural or supportive characteristics of any of the Buildings; however, such owner may at any time, and from time-to-time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the Bylaws of the Association and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Deerfield where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Association. Such approval shall not be unreasonably withheld or delayed. Approval may be withheld when the request would result, in the sole judgment of the said Association Board then acting, in the impairment of the aesthetic continuity, structural integrity or the mechanical systems of the Condominium or which would diminish the structural support of any portion of the land or buildings thereon.

10. Other than those Units owned by ***Declarant***, a Unit may not be leased or rented by a Unit Owner for less than one (1) year intervals and no more than 20% of the Units within the Condominium shall be allowed to be utilized as rentals. Any Unit owner wishing to rent their Unit under these terms shall not rent the Unit without first confirming with the Trustees that it is permissible and that the then available percentage maximum has not been satisfied. In the event the percentage has been satisfied, the Trustees may establish a waiting list in the order of the requests made. The Association shall be provided with a copy of any lease. Any lease shall contain a provision that the occupants have been provided with a copy of the Condominium documents and Bylaws and shall include a statement that the tenants agree to be bound by the same. Nothing herein shall prohibit the ***Declarant*** from entering into Rental Agreements for Units in excess of 20% during the ***Declarant's*** time as Trustee.

11. Obstruction of the common driveways through the Condominium complex (including parking of vehicles) is prohibited. Parking on the grass or on any tree belt is prohibited. In all other respects, the Trustees of the Condominium Trust shall establish and enforce parking rules and regulations.

12. No noxious, illegal or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein either willfully or negligently, to be or become an annoyance or nuisance to the other owners or occupants. Unit owners, guests, tenants and invitees shall abide by the aquifer protection regulations for storage of hazardous materials.

13. No owner or occupant or their guest shall make or permit any disturbing noises in the buildings by himself/herself, his/her family, servants, employees, agents, visitors and licensees, nor permit anything by such persons that will interfere with the quiet enjoyment, rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated any device, television set, radio or other electronic device on the Premises causing disturbance to other owners or occupants between the hours of 10:00 p.m. and 8:00 a.m. The *Declarant's* construction of units shall not be governed by this provision.

All of these restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Condominium Association and 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 continuous enforceability thereof.

**K. AMENDMENT OF MASTER DEED**

Until the first to occur of the following: (1) the *Declarant* waives the amendment right herein reserved by a recorded instrument; or (2) ten (10) years from the date of recording of this Master Deed; the Master Deed may be amended only by the *Declarant*. Thereafter, this Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the Bylaws of the Association, by an instrument in writing which is: 1) signed and acknowledged in proper form for recording by at least two-thirds (2/3) of the Unit Owners and; 2) written consent of the holders of at least fifty-one (51%) percent of the first mortgages on mortgaged Units (only required if such amendment would, as determined by a majority vote of the Board Members, materially affect the rights of any mortgagee), as evidenced by a duly authorized signature and acknowledgement in proper form for recording. However, the consent of the holders of a first mortgage shall be deemed given if said first mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal by certified or registered mail, return receipt requested. An affidavit so attesting to such notice, along with a copy of the notice and a copy of the return receipt, shall be sufficient when recorded at the Registry of Deeds.

Amendments shall be governed by the following:

- (a) Except to the extent that a lesser percentage is permitted under Chapter 183A of the Massachusetts General Laws, or as permitted pursuant to this Master Deed, if the amendment involves a change in percentage interest of Unit Owners in the Common Areas and Facilities, such vote change shall require approval by one hundred (100%) percent in interest of the Unit Owners whose percentage interest is impacted by said change, in addition to the written consent (or lack of objection after proper notice) of the holders of all first mortgages on all the mortgaged Units.

- (b) While not obligated to do so, or representing its intention to draft documents to comply with the Federal National Mortgage Association, **Declarant** reserves the right and power to amend this Master Deed to comply with requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, and to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership.
- (c) **Declarant** reserves for itself, its successors and assigns, at any time, the right and power, without the consent of any Unit Owner or mortgagee of any Unit Owner, to amend this Master Deed at any one time or from time-to-time, for the purpose of bringing this Master Deed into compliance with Massachusetts General Laws, Chapter 183A; or for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors; to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender; or to cure any ambiguity, inconsistency or formal defect or omission. Each such amendment shall be affected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the **Declarant**, its successors or assigns.

- (d) No amendment shall be effective until recorded with the Franklin Country Registry of Deeds. If the *Declarant* (or a successor *Declarant* or their executor or appointed representative) is no longer able to sign, said amendment shall be signed and acknowledged by either (a) Unit Owners and (b) a majority of the Trustees; or (c) the President or Vice President and the Treasurer or Assistant Treasurer of the Condominium Association with a certification by the Clerk or Assistant Clerk that the voting percentages required have been met.
- (e) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner(s) and mortgagee(s) of the Units so altered.
- (f) No instrument of amendment that alters the rights of the *Declarant*, set forth herein elsewhere, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the *Declarant*, so long as *Declarant* owns any Unit in the Condominium.
- (g) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws Chapter 183A, shall be of any force or effect.
- (h) All Unit Owners, Unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a Unit Deed or mortgage subject to the provisions hereof, do hereby assent to all such amendments by *Declarant*, and appoints *Declarant* and its successors and assigns and/or their attorney-in-fact to execute, seal, deliver and file on their behalf any and all such amendments, which power-of-attorney is coupled with an interest, shall be irrevocable, and shall run with the land.

- (i) Notwithstanding any of the provisions herein or of Massachusetts General Laws, Chapter 183A, the **Declarant**, its successors and assigns, reserve the right to construct and add to the Condominium such additional buildings, infrastructure, Units and parking spaces (or any lesser part thereof) as described in this Master Deed, and after such additions are substantially completed, to amend this Master Deed, creating subsequent Phases as hereinbefore described; each Unit Owner, his or her successor assigns and mortgagees shall, by the acceptance and recording of his or her Unit Deed, irrevocably appoint the **Declarant**, his or her successors, assigns, and mortgagees, as his or her attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph.
- (j) The right to amend this Master Deed to add such additional phase or phases, and the appointment of the **Declarant** as an attorney as aforesaid, shall expire upon the earlier of:
  - (i) Ten (10) years from the date of recording of this Master Deed (unless extended by **Declarant**), which shall be permitted in accordance with the process set forth herein for an amendment;
  - (ii) The recording of an instrument with the Registry of Deeds executed by the **Declarant** terminating the **Declarant's** right to add such additional phase or phases; or
  - (iii) The recording of the amendment adding the last phase (or by which all Units to which the **Declarant** is entitled) will thereupon have been added to the Condominium.

NO AMENDMENT TO THIS MASTER DEED SHALL BE EFFECTIVE  
UNTIL RECORDED IN THE FRANKLIN COUNTY REGISTRY OF DEEDS

## L. GOVERNING ASSOCIATION

The *SUGARLOAF CONDOMINIUM ASSOCIATION*, established by the Declaration of Trust of the Sugarloaf Condominium, hereinbefore and hereinafter has been and shall be referred to as the "Association." The Association shall be the organization of Unit Owners governed according to the terms of the Declaration of Trust of the Condominium (also known as the Declaration of Trust, to be recorded herewith), The "Association" will manage and regulate the Condominium:1.) pursuant to the Bylaws of the Association (included in the Declaration of Trust), 2.)this instrument, and 3.) in accordance with Massachusetts General Laws Chapter 183A.

The initial mailing address of the Association is 7 Oak Knoll, Deerfield Massachusetts.

The actions of the Association shall be enforced by the elected Trustees as established by the Declaration of Trust of the Sugarloaf Condominium. Said elected Trustees shall constitute the "Board" and which has been reference hereinbefore and hereinafter as the "Board". Actions requiring Association approval or otherwise regulated by the Association shall be done through the Trustees that have been duly appointed and are then acting.

The initial Trustee of the Association shall be *RAGUS LLC* (hereinafter the Trustee") and is hereby appointed by the *Declarant*, and shall serve until the first annual meeting of Unit Owners, at which meeting Trustees shall be elected by the membership of the Association.

A current list of the Trustees of the Trust shall be submitted to the Building Commissioner of the Town of Deerfield within thirty (30) days of any change among the Trustees, if and as required by local laws and ordinance.

After the initial Trustee serves, successor Trustees may elect, among themselves, officers of the Association consisting of a President, a Vice President, a Treasurer and Clerk. One person may hold more than one office.

The Bylaw(s) of the Association, hereafter the "Bylaws," shall refer to those Bylaws of the Association that have been duly adopted in accordance with the provisions of Massachusetts General Laws Chapter 183A. The Initial Bylaws are recorded

immediately after the Master Deed as part of Declaration of Trust, and are incorporated herein by reference. The Bylaws shall also include such amendments thereto as may from time-to-time be enacted in accordance with the terms thereof.

In addition to by laws, the Board may, at their election, establish certain Rules and Regulations for the use of the Common Areas and Facilities of the Condominium, which shall not be in conflict with existing law, the Master Deed or the Bylaws.

**M. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.**

Each Unit Owner shall have an easement in common with the owners of all the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving their Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to such Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in any of the Buildings.



**N. ENCROACHMENTS**

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time-to-time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time-to-time amended, or (4) repair or restoration of the building or any Unit therein, after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

**O. REMOVAL**

After all possible Units have been conveyed to Unit Owners by the first deed of the *Declarant*, the Unit Owners may remove the property from the provisions of Massachusetts General Laws, Chapter 183A and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time-to-time. Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, with undivided interests therein in the percentage of undivided interest previously owned by each owner in the Common Elements, subject to all mortgages and other restrictions of record.

## P. COVENANTS AND RESTRICTIONS

All present and future Owners, tenants, visitors, servants and occupants of Units and Parking Spaces shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time-to-time amended, the Unit Deed, the Declaration of Trust and the Bylaws, and the Rules and Regulations promulgated under the provisions of the Trust as the same may be from time-to-time amended.

Further, all present and future Owners, tenants, visitors, servants and occupants shall be subject to all rights, easements, agreements and restrictions of record including the Declaration of Reciprocal Easements and Restrictions, and all matters set forth in any document insofar as the same now are, or are in the future, in force and applicable.

The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, as the same may be from time-to-time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on said Exhibits attached hereto, and the Unit Deed, and the Declaration of Trust, the Bylaws and Rules and Regulations adopted thereunder, as the same may be from time-to-time amended, are accepted and ratified by such Owner, tenant, visitor, servant or occupant.

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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

The Covenants and Restrictions contained shall run with the land and shall benefit and be enforceable by the *Declarant*, the Association, and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. In the event an action is instituted against a

Unit Owner to enforce any provision of this Master Deed or the Bylaws and a court enters a judgment against the Unit Owner or an order enforcing said provision, then in addition to the judgment or order, the Unit Owner shall be liable for the legal expenses and costs incurred by the Association in the action.

#### **Q. RESERVATION OF RIGHTS**

The *Declarant* hereby expressly reserves to itself and its successors-in-title and its or their nominees, for a period ending ten (10) years next after the date on which this Master Deed is recorded, or the sale of all units and completion of all phases in the Condominium, whichever is first, the option to convey to the Sugarloaf Condominium Association, that specific area of land consisting of 20,405.96 square feet and shown as "Community Lot" on a plan entitled, "Definitive Plan The Condominiums at Sugarloaf Surveyed for The Futures Unlimited & Ragus LLC" by SVE Associates recorded in the Franklin County Registry of Deeds Plan Book 142 Page 77 and amended by ANR Plan recorded at Book 142 Page 79. Upon said conveyance, the land would be included in the Common Area of the Association.

The *Declarant* hereby expressly reserves to itself and its successors-in-title, and its or their nominees, all right, title and interest in the private ways shown as Snowberry Circle and Gray Lock Lane on a plan entitled, "Definitive Plan The Condominiums at Sugarloaf Surveyed for The Futures Unlimited & Ragus LLC" by SVE Associates as recorded in the Franklin County Registry of Deeds Plan Book 142, Page 77 and amended by ANR Plan recorded at Book 142, Page 79. By said reservation, Declarant shall have the absolute right to convey the private ways and services related to said ways to the Town of Deerfield and/or the Sugarloaf Condominium Association. If conveyed to the Association, the land would be included in the Common Area of the Association.

The *Declarant* also expressly reserves to itself and its successors-in-title, and its or their nominees, for a period ending ten (10) years next after the date on which this Master Deed is recorded, or the sale of all Units and completion of all phases in the

Condominium, whichever is first, the option to convey that specific area of land shown as Lot D on a plan entitled, "Definitive Plan The Condominiums at Sugarloaf Surveyed for The Futures Unlimited & Ragus LLC" by SVE Associates as recorded in the Franklin County Registry of Deeds Plan Book 142, Page 77 and amended by ANR Plan recorded at Book 142, Page 79. Upon said conveyance, the land would be included in the Common Area of the Association.

The ***Declarant*** also expressly reserves to itself and its successors-in-title, and its or their nominees, for a period ending ten (10) years next after the date on which this Master Deed is recorded, or the sale of all Units and completion of all phases in the Condominium, whichever is first, the option to convey that specific area of land located generally behind Lots 1, 2 and 3 and shown as "Proposed Public Drainage Easement, Area = 52,153.99 Square feet" shown on a plan of land entitled "Definitive Plan The Condominiums at Sugarloaf Surveyed for The Futures Unlimited & Ragus LLC" by SVE Associates as recorded in the Franklin County Registry of Deeds Plan Book 142, Page 77 and amended by ANR Plan recorded at Book 142, Page 79. Upon said conveyance, the land would be included in the Common Area of the Association.

The ***Declarant*** also expressly reserves to itself and its successors-in-title, and its or their nominees, for a period ending ten (10) years next after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the option to convey that specific area of land Located Generally behind Lot 17 and shown as "Proposed Public Drainage Easement, Area = 29,965.96 Square feet" shown on a plan of land entitled "Definitive Plan The Condominiums at Sugarloaf Surveyed for The Futures Unlimited & Ragus LLC" by SVE Associates as recorded in the Franklin County Registry of Deeds Plan Book 142, Page 77 and amended by ANR Plan recorded at Book 142, Page 79. Upon said conveyance, the land would be included in the Common Area of the Association.

Notwithstanding any reservation, during their respective times of potential ownership, the *Declarant*, or if the *Declarant* has conveyed all easements and rights to the Association, in which case, the Association, specifically reserves any and all necessary rights to seek to have the roadways accepted as a public roadway at any time. Nothing herein shall obligate the *Declarant* to petition the Town of Deerfield to take the roads serving the Condominium as a public way. *Declarant* further expressly reserves any and all necessary rights to, at any time, request that the Town of Deerfield take as public roadways, the roads and *Declarant* shall expressly have the right and authority to do the same.

#### **R. SOLAR**

The *Declarant* (or the subsequent governing Trustees) reserve(s) the right, which shall not be unreasonably withheld provided the Unit Owner abides by the process outlined herein, to grant to a Unit owner, the right to install and maintain a solar photovoltaic system (together, with all appurtenances and connections, hereinafter referred to as the "Equipment") on a portion of the common roof (the "Roof") of the Condominium building, located directly above the Owner's Unit and connecting to the Unit through other common areas of the Condominium, all as shown on the Plans, defined below (all such equipment, together with all appurtenances and connections, is hereafter referred to as the "Equipment"); provided said Unit Owner has complied with the Solar Bylaw contained within the Rules and Regulations of the Condominium.

Upon allowance, the Unit Owner shall have the right and easement to install the Equipment on the Roof above the Unit and to connect the Equipment to the Unit through the common areas of the Condominium in the Easement Area in accordance with the Plans and to operate, maintain, repair, replace and decommission said Equipment at any time and from time to time as deemed necessary by the Unit Owner in its reasonable discretion. The Board further grants the Unit Owner the right to access the roof and common areas of the Condominium at any time and from time to time, upon prior notice to the Board (except in the case of emergency) in order to exercise the easement and rights granted hereunder. Installation shall remain the personal property of the Unit Owner and no part of it shall become or be deemed a fixture, notwithstanding the manner in which the Equipment may be attached to the Roof or other common areas of the

Condominium and the Board shall have no right, title or interest in the Equipment or any component thereof, notwithstanding that such Equipment or portions thereof may be physically mounted or adhered to the roof and other common areas of the Condominium. Installation shall be performed by a qualified and insured contractor, in a good and workmanlike manner and pursuant to all applicable permits required by the Town of Deerfield, copies of which shall be provided to the Board prior to installation. The Unit Owner shall also provide the Board with a certificate of the contractor's insurance, in such form and amount reasonably satisfactory to the Board, naming the Board as an additional insured.

None of the Equipment shall constitute Common Elements of the Condominium and the Unit Owner shall be solely responsible for maintaining, repairing and replacing the Equipment as the Unit Owner deems necessary from time to time, at the Unit Owner's sole cost and expense, except for damage caused by the Board, its agents, servants and employees which damage the Board shall repair in a good and workmanlike manner within twenty (20) days of being notified of such damage by the Unit Owner. The Unit Owner shall arrange for disconnecting and temporarily removing the Equipment when requested by the Board, in its commercially reasonable discretion, solely for the purpose of repair and/or replacement of the Roof, its appurtenances or building components. The Unit Owner shall pay for all costs related thereto, including any costs of re-installation, provided that the Board shall make reasonable efforts to avoid and minimize any need for repair or re-installation.

The Unit Owner shall be responsible for removing snow and ice from the Easement Area, at their sole cost and expense. Upon failure to properly remove snow and ice and after reasonable notice, the Board may perform such removal of snow and ice or require the removal of the Equipment. The Unit Owner shall not conduct or permit activities on or about the portion of the Roof on which the Equipment is located that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Equipment. Without limiting the generality of the foregoing, the Board shall not erect or permit the erection of any temporary or permanent equipment or structures that block or impede the access of sunlight to the Equipment and the Unit Owner shall be entitled to remove, store, and dispose of any such equipment or structures that the Board does not remove within thirty (30) days of notice of the need for such removal delivered to the Unit Owner from the Board and charge all costs thereof to the Unit Owner as a common expense.

The Unit Owner shall not remove the Equipment without prior written notification to the Board, and in case of such removal, the Unit Owner shall restore the portion of the roof and other common areas affected thereby to approximately the same condition they were in prior to the installation thereof, reasonable wear and tear and damage by fire or other casualty excepted (the "Restoration").

The Unit Owner shall indemnify and hold harmless the Board, its agents, servants and employees, and the other Unit owners of the Condominium for and from any and all damage or loss to persons or property resulting from the installation, use, maintenance, repair or removal of the Equipment, except to the extent caused by the negligence or willful misconduct of an indemnified party hereunder.

Upon failure of Unit Owner to perform any of its obligations pursuant to this Agreement within sixty (60) days after written notice (except in case of emergency), the Developer (Ragus LLC) or Trustee as the case may be, may proceed to perform said obligations on the Default Party's behalf. All reasonable costs incurred by the Association, in the performance thereof shall be charged to the Unit Owner and paid promptly upon request. Upon such default of the Unit Owner, the Board may also terminate the Unit Owner's rights hereunder by written notice to the Unit Owner, and require the Unit Owner to perform the Restoration.

The foregoing shall not be construed as a limitation of the remedies available to the Association upon a default by a Defaulting Party hereunder, at law or in equity, which remedies shall be cumulative and not exclusive.

The Unit Owner agrees to pay all reasonable costs incurred by the Board in connection with this Agreement, including, but not limited to, legal and professional fees as required by G.L. c. 183A. In addition, all reasonable costs incurred by the Board in the enforcement of this Agreement, including reasonable attorneys' fees, shall be assessed to the Unit Owner. Such costs, together with any other reasonable costs or expenses assessed to the Unit Owner by the Board pursuant to this Agreement, and all costs of collection (including reasonable attorney's fees), shall constitute a lien on the Unit until paid, and may be collected by the Board in the same manner as unpaid common charges.

Any agreement to allow installation shall constitute a covenant running with the land, and shall inure to the benefit of, and be binding upon, any successors in title to the Unit Owner and the Board, and may be amended only by an instrument in writing signed by the Unit Owner and the Board.

**S. MISCELLANEOUS**

The following miscellaneous provisions shall apply to the entirety of this Master Deed:

**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.

**Gender.** The use of the masculine or feminine gender in this Master Deed shall be deemed to refer to the all genders regardless of use, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

**Invalidity.** The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement 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 though such invalid provision had never been included herein.

**Conflicts.** This Master Deed is set forth to comply with the requirements of General Laws, Chapter 183A, and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.



**Liability.** Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the **SUGARLOAF CONDOMINIUM** shall be bound by the provisions of this Master Deed. The **Declarant**, and any member of any legal entity in which they are a member, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the **Declarant's** interest in the real estate that constitutes the **SUGARLOAF CONDOMINIUM**.

**IN WITNESS WHEREOF**, RAGUS LLC has executed this Master Deed as a sealed instrument on the date first written above.

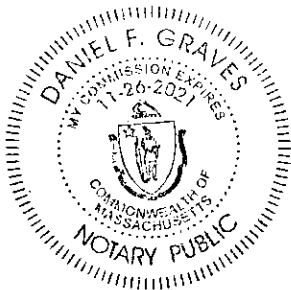
**RAGUS LLC**

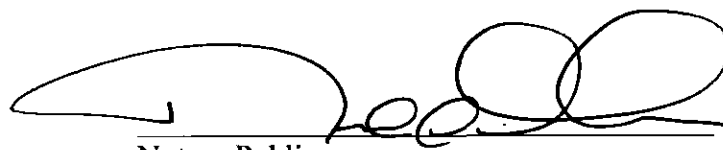
By   
MARK A. WIGHTMAN, Manager

**COMMONWEALTH OF MASSACHUSETTS**

Franklin, ss.

On this 20<sup>th</sup> day of November, 2018, before me, the undersigned notary public, personally appeared Mark Wightman, Manager of Ragus LLC, who proved his identity to me by personal knowledge of signatory for a period of time establishing beyond doubt that he has the identity claimed; and swore to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
Notary Public  
My commission expires: 11/26/2021

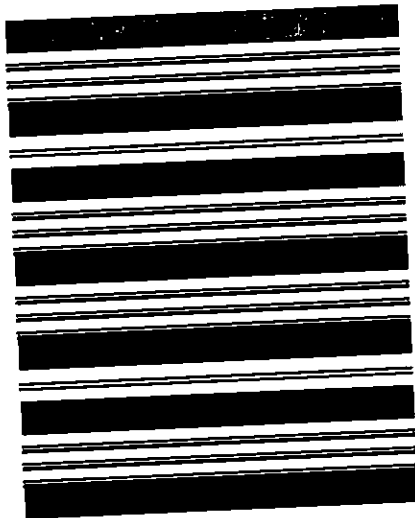
**EXHIBIT A**

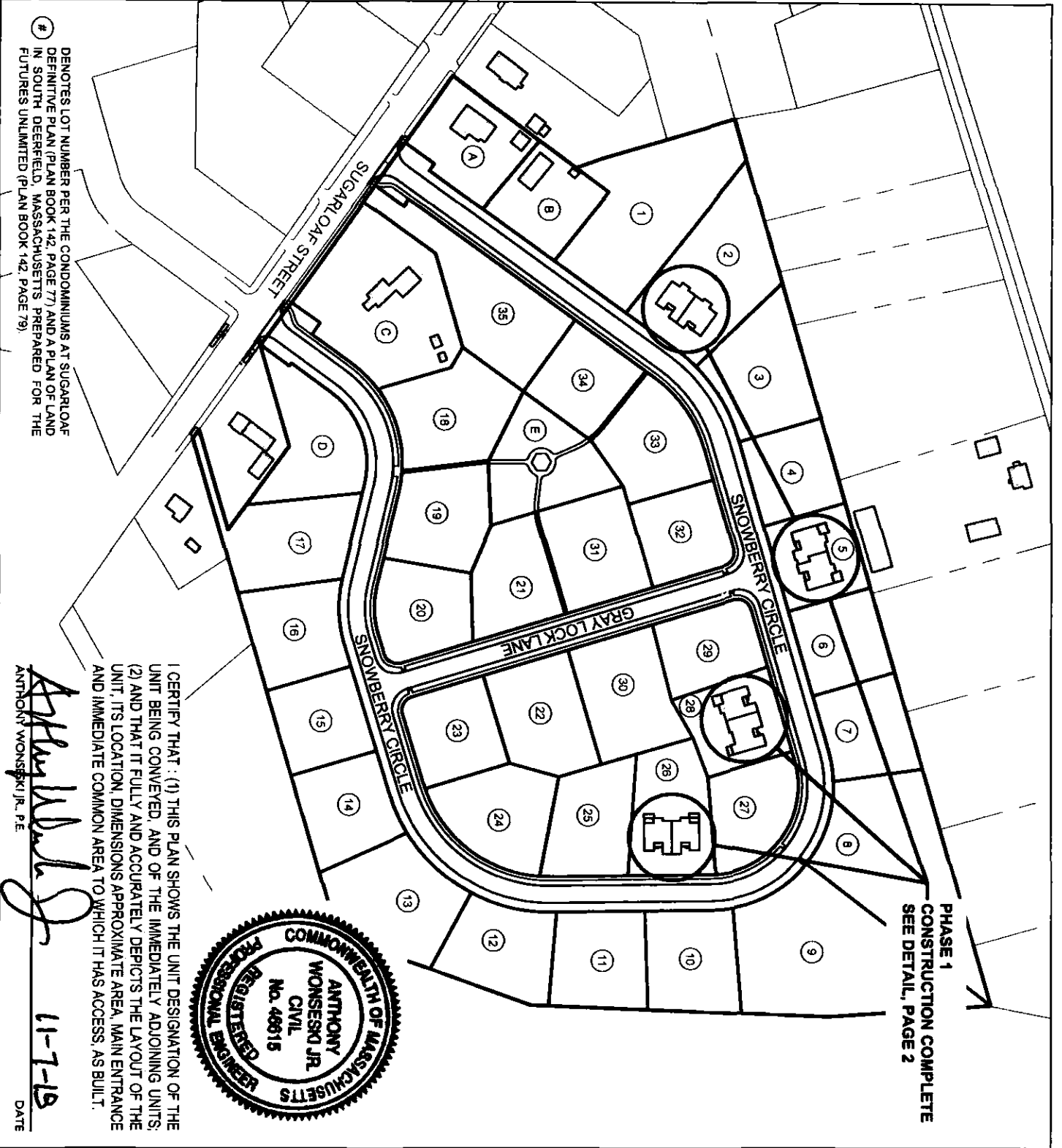
**DESCRIPTION OF LAND**

**The land in Deerfield, Franklin County, Massachusetts, shown as**

**Lot 2, Lot 5, Lot 26, and Lot 28; together with easements for: the utilities servicing said lots and travel over the private ways as constructed and shown as Snowberry Circle and Graylock Lane; all as shown on a plan entitled "Definitive Plan The Condominiums at Sugarloaf" by SVE Associates, filed with the Franklin County Registry of Deeds Plan Book 142 Page 77.**

**EXHIBIT B**  
**DESCRIPTION OF BUILDINGS**





PHASE 1  
CONSTRUCTION COMPLETE  
SEE DETAIL, PAGE 2



I CERTIFY THAT: (1) THIS PLAN SHOWS THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED, AND OF THE IMMEDIATELY ADJOINING UNITS; (2) AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

*Anthony Wonsko Jr.*  
ANTHONY WONSKO JR., P.E.

11-7-18  
DATE

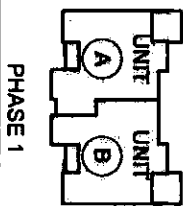
# DENOTES LOT NUMBER PER THE CONDOMINIUMS AT SUGARLOAF DEFINITIVE PLAN (PLAN BOOK 142, PAGE 77) AND A PLAN OF LAND IN SOUTH DEERFIELD, MASSACHUSETTS PREPARED FOR THE FUTURES UNLIMITED (PLAN BOOK 142, PAGE 79).

**SVE**  
© 2018

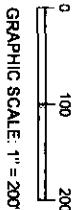
Engineering  
Planning  
Landscape Architecture  
Surveying

SVE Associates  
439 West River Road  
Brattleboro, VT 05302  
T 802.257.0561  
F 802.257.0721  
www.sveassoc.com

BUILDING / UNIT KEY



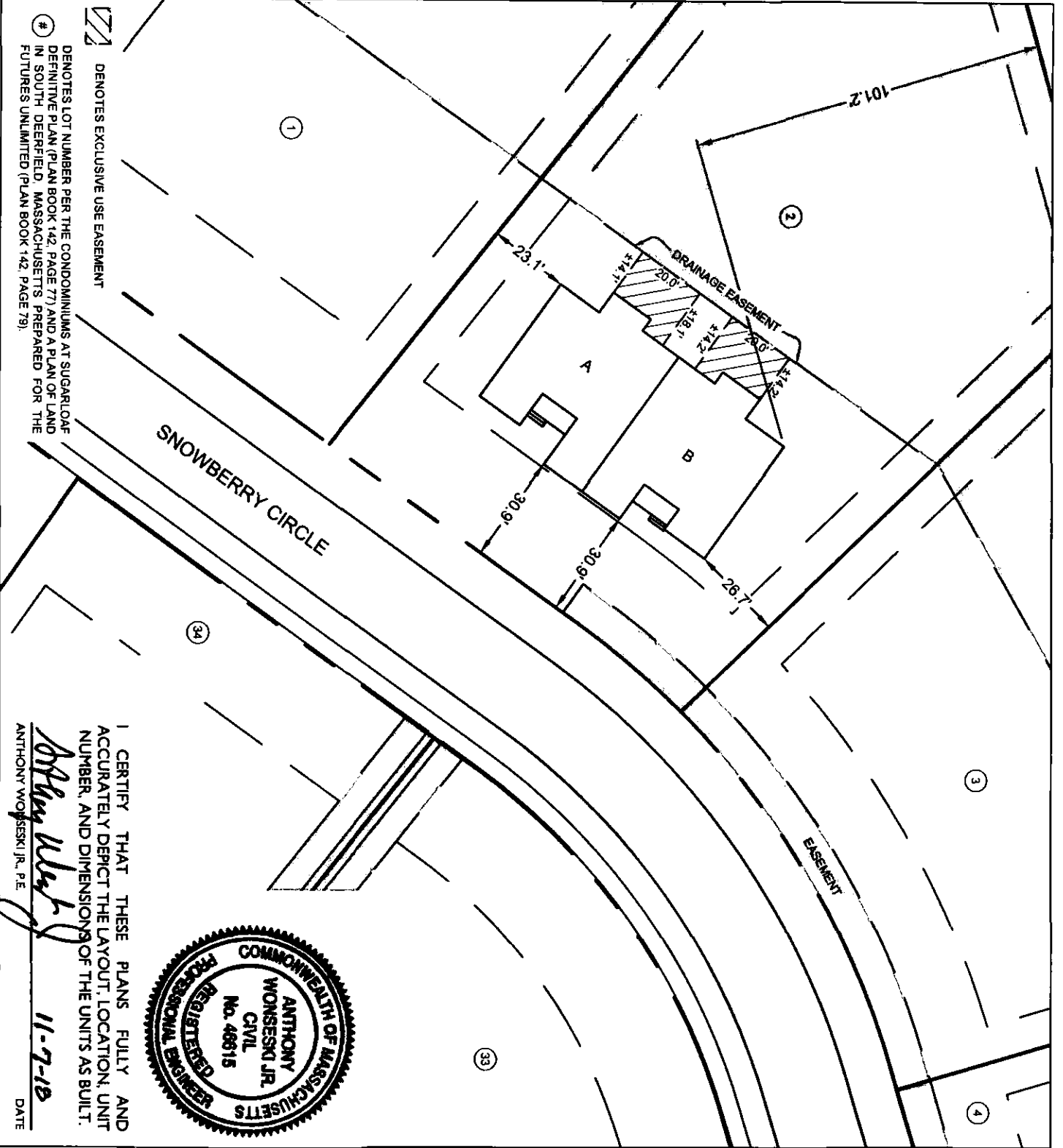
**CONDOMINIUM PLAN  
SITE PLAN**  
LOT 5 - UNITS A & B  
PHASE 1 - THE CONDOMINIUMS  
AT SUGARLOAF  
THE FUTURES UNLIMITED  
7 OAK KNOLL DRIVE  
SOUTH DEERFIELD, MA 01373





DRAWN: AIS  
CHECKED: AW

DATE: 23-OCT-18  
PROJ #: G1895

SHEET 1/2

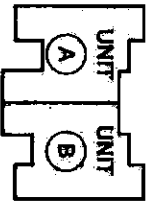



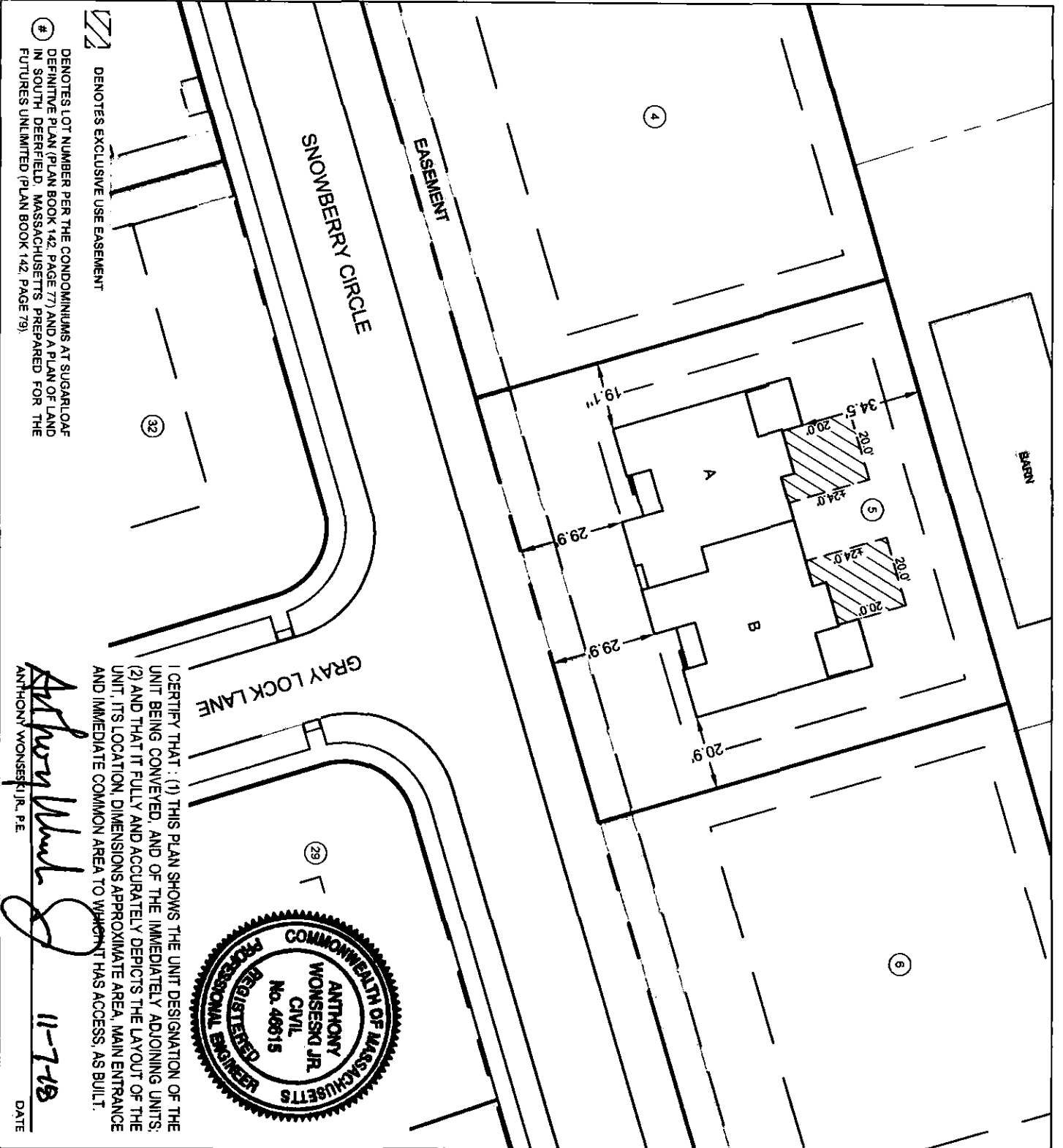
 DENOTES EXCLUSIVE USE EASEMENT  
 DENOTES LOT NUMBER PER THE CONDOMINIUMS AT SUGARLOAF DEFINITIVE PLAN (PLAN BOOK 142, PAGE 77) AND A PLAN OF LAND IN SOUTH DEERFIELD, MASSACHUSETTS PREPARED FOR THE FUTURES UNLIMITED (PLAN BOOK 142, PAGE 79).

I CERTIFY THAT THESE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBER, AND DIMENSIONS OF THE UNITS AS BUILT.

  
 ANTHONY WONSKI JR., P.E.  
 DATE: 11-7-18



<p><b>SVE</b> © 2018</p> <p>Engineering Planning Landscape Architecture Surveying</p> <p>SVE Associates 439 West River Road Brattleboro, VT 05302 T 802.257.0561 F 802.257.0721 www.sveassoc.com</p>	<p><b>BUILDING / UNIT KEY</b></p>  <p>PHASE 1</p>	<p><b>CONDOMINIUM PLAN LOCATION PLAN</b>                  LOT 2 - UNITS A &amp; B                  PHASE 1 - THE CONDOMINIUMS                  AT SUGARLOAF                  THE FUTURES UNLIMITED                  7 OAK KNOLL DRIVE                  SOUTH DEERFIELD, MA 01373</p>	<p>0 40 80                  GRAPHIC SCALE: 1" = 40'</p> <p></p> <p>PROJ. #: G1895</p> <p>DATE: 23-OCT-18</p> <p>DRAWN: AIS CHECKED: AW</p> <p>SHEET 2 / 2</p>
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**#** DENOTES LOT NUMBER PER THE CONDOMINIUMS AT SUGARLOAF DEFINITIVE PLAN (PLAN BOOK 142, PAGE 77) AND A PLAN OF LAND IN SOUTH DEERFIELD, MASSACHUSETTS, PREPARED FOR THE FUTURES UNLIMITED (PLAN BOOK 142, PAGE 79).

**///** DENOTES EXCLUSIVE USE EASEMENT

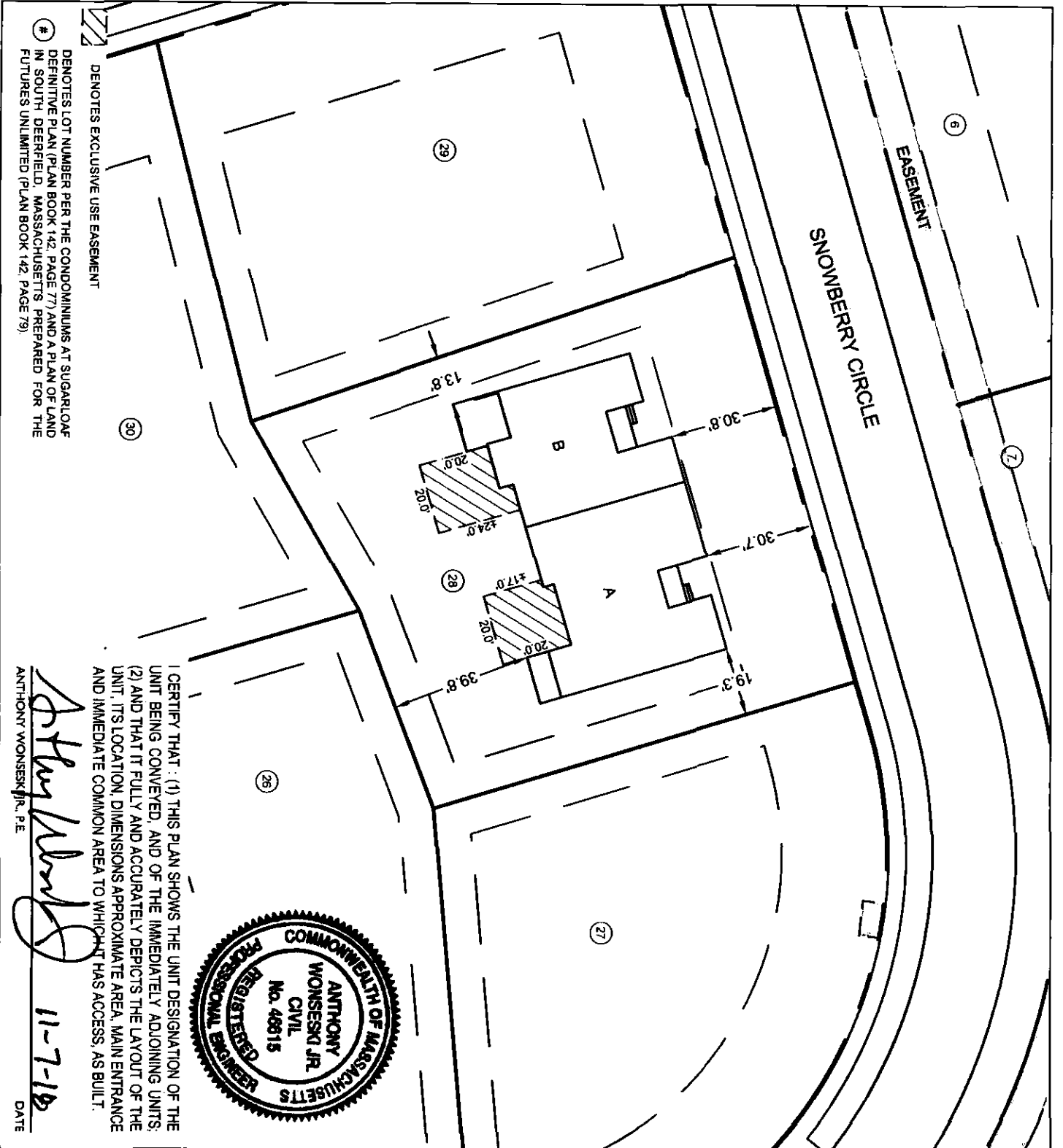
I CERTIFY THAT: (1) THIS PLAN SHOWS THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED, AND OF THE IMMEDIATELY ADJOINING UNITS; (2) AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.



*Anthony Wonseski Jr.*  
 ANTHONY WONSESKI JR., P.E.  
 11-7-18  
 DATE

<p><b>SVE</b> © 2018</p> <p>Engineering          Planning          Landscape Architecture          Surveying</p> <p>SVE Associates          439 West River Road          Brattleboro, VT 05302          T 802.257.0561          F 802.257.0721          www.sveassoc.com</p>	<p><b>BUILDING / UNIT KEY</b></p> <p>PHASE 1</p>	<p><b>CONDOMINIUM PLAN          LOCATION PLAN</b>          LOT 5 - UNITS A &amp; B          PHASE 1 - THE CONDOMINIUMS          AT SUGARLOAF          THE FUTURES UNLIMITED          7 OAK KNOLL DRIVE          SOUTH DEERFIELD, MA 01373</p>	<p>0 40 80          GRAPHIC SCALE: 1" = 40'</p> <p>DRAWN: AJS          CHECKED: AW</p> <p>DATE: 23-OCT-18          PROJ # G1895</p> <p>SHEET 2 / 2</p>
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# DENOTES LOT NUMBER PER THE CONDOMINIUMS AT SUGARLOAF DEFINITIVE PLAN (PLAN BOOK 142, PAGE 77) AND A PLAN OF LAND IN SOUTH DEERFIELD, MASSACHUSETTS, PREPARED FOR THE FUTURES UNLIMITED (PLAN BOOK 142, PAGE 79).

⌘ DENOTES EXCLUSIVE USE EASEMENT

I CERTIFY THAT: (1) THIS PLAN SHOWS THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED, AND OF THE IMMEDIATELY ADJOINING UNITS; (2) AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

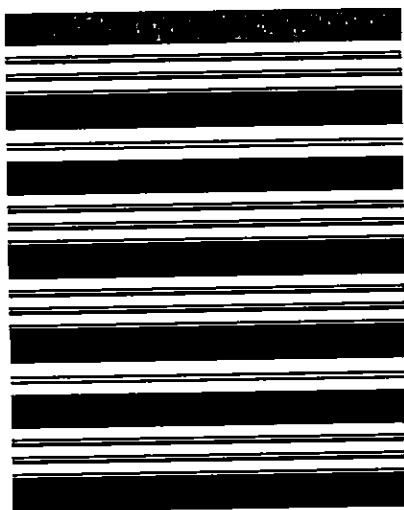
*Anthony Wonseski Jr.*  
 ANTHONY WONSESKI JR., P.E.  
 11-7-18  
 DATE



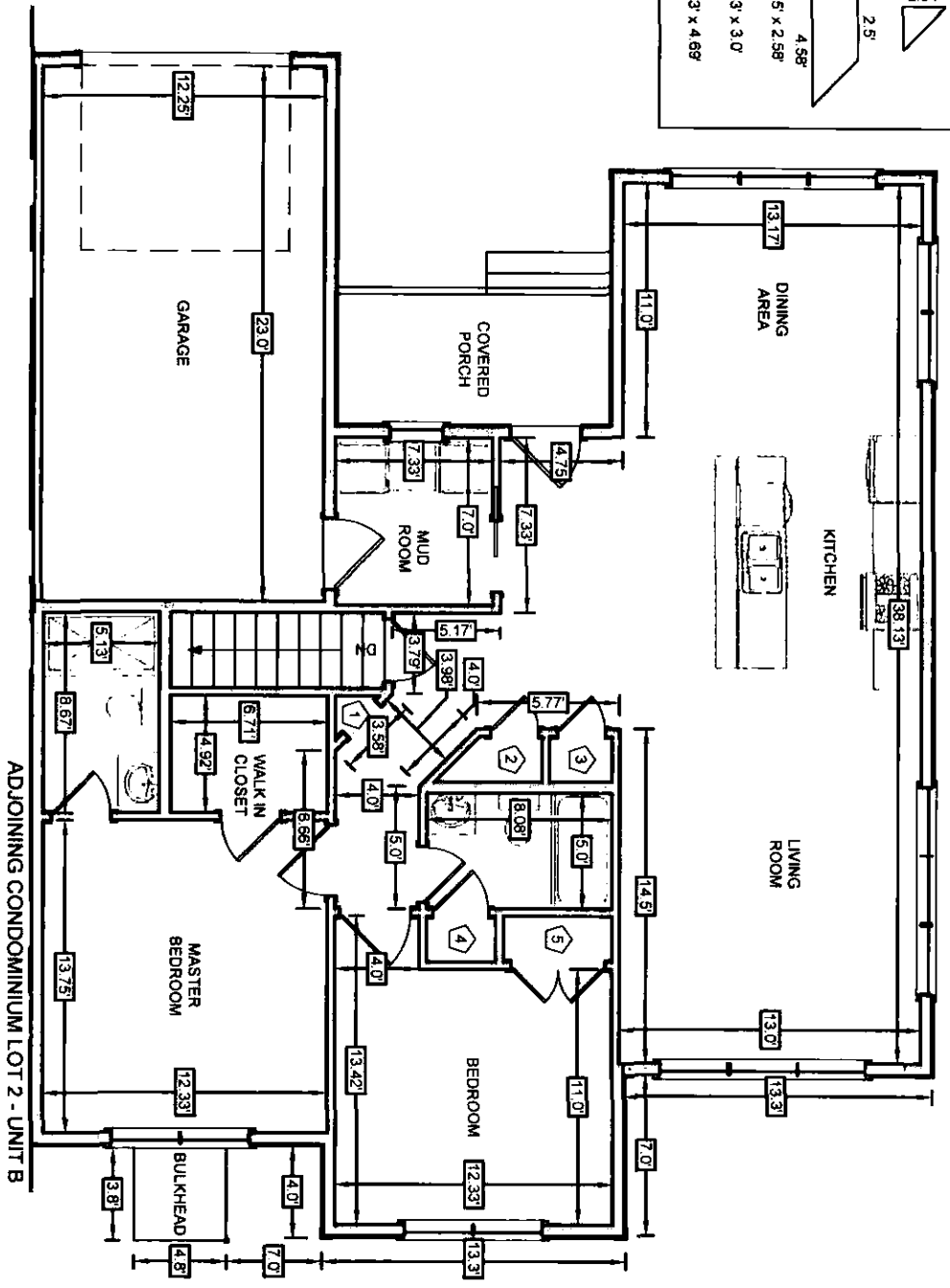
<p>0 40 80          GRAPHIC SCALE: 1" = 40'</p> <p>DRAWN: AUS          CHECKED: AV          SHEET 2/2</p> <p>PROJ. # G1895          DATE: 23-OCT-18</p>	<p><b>CONDOMINIUM PLAN LOCATION PLAN</b>          LOT 28 - UNITS A &amp; B          PHASE 1 - THE CONDOMINIUMS AT SUGARLOAF          THE FUTURES UNLIMITED          7 OAK KNOLL DRIVE          SOUTH DEERFIELD, MA 01373</p>	<p><b>BUILDING / UNIT KEY</b></p> <p>PHASE 1</p>	<p><b>SVE</b> © 2018</p> <p>Engineering          Planning          Landscape Architecture          Surveying</p> <p>SVE Associates          439 West River Road          Brattleboro, VT 05302          T 802.257.0561          F 802.257.0721          www.sveassoc.com</p>
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**EXHIBIT C**  
**EXHIBIT C: Building Footprints**



CLOSETS	
1	2.54'
2	2.5'
3	2.15' x 2.58'
4	2.33' x 3.0'
5	2.33' x 4.69'



LOT 2 - UNIT A  
 MAIN FLOOR AREA: ±1,178 SQ. FT.  
 GARAGE AREA: ±282 SQ. FT.



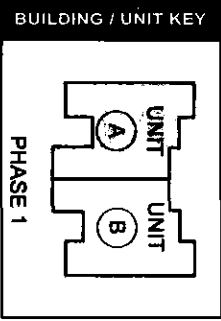
I CERTIFY THAT: (1) THIS PLAN SHOWS THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED, AND OF THE IMMEDIATELY ADJOINING UNITS; (2) AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

*Anthony Wonsess Jr.*  
 ANTHONY WONSESS JR., P.E.  
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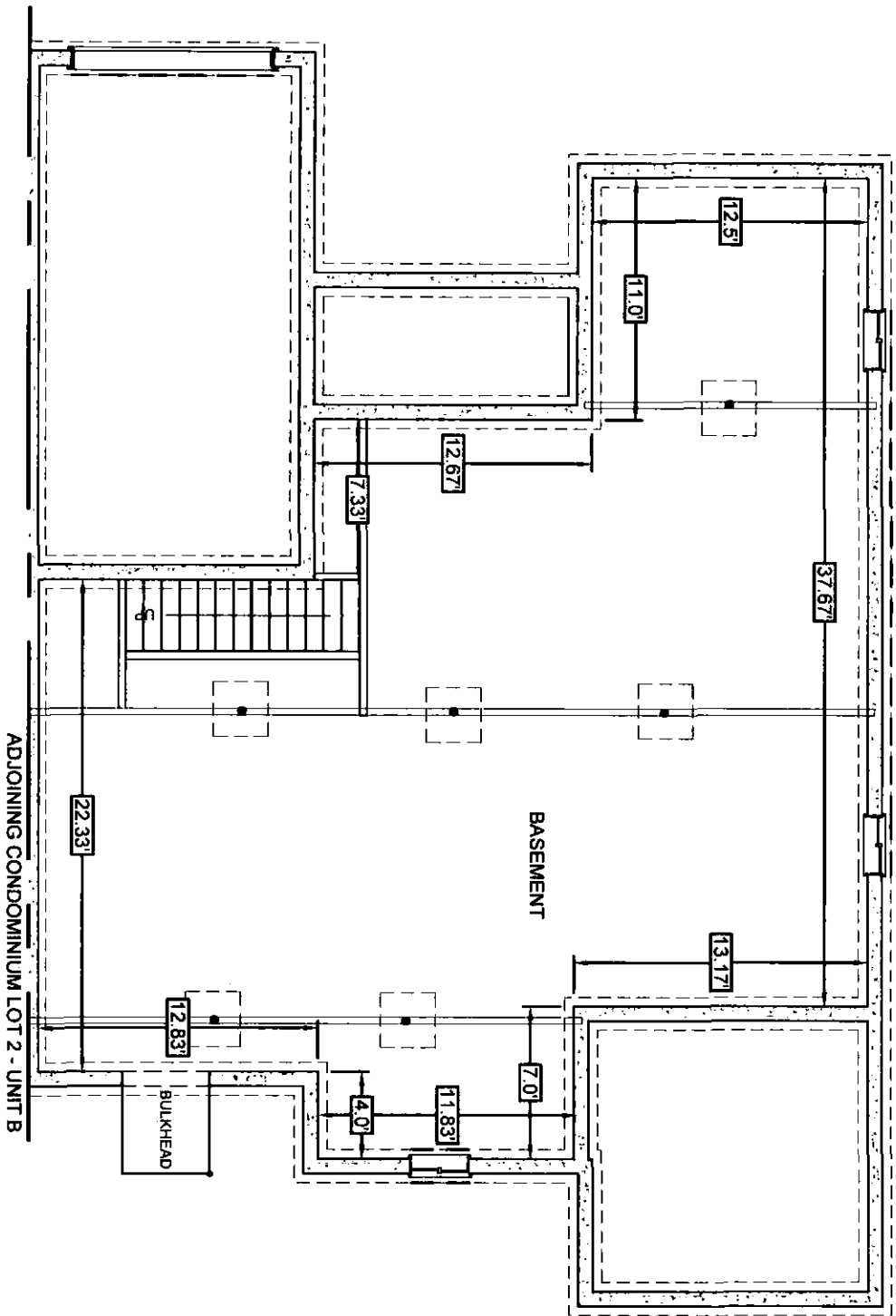
CONDOMINIUM PLAN  
 MAIN FLOOR  
 LOT 2 - UNIT A  
 PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK HOLLOW DRIVE  
 SOUTH DORSETFIELD, MA 01573

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LOT 2 - UNIT A  
BASEMENT AREA: ±1,175 SQ. FT.



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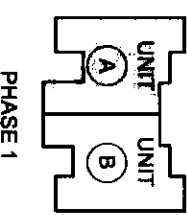
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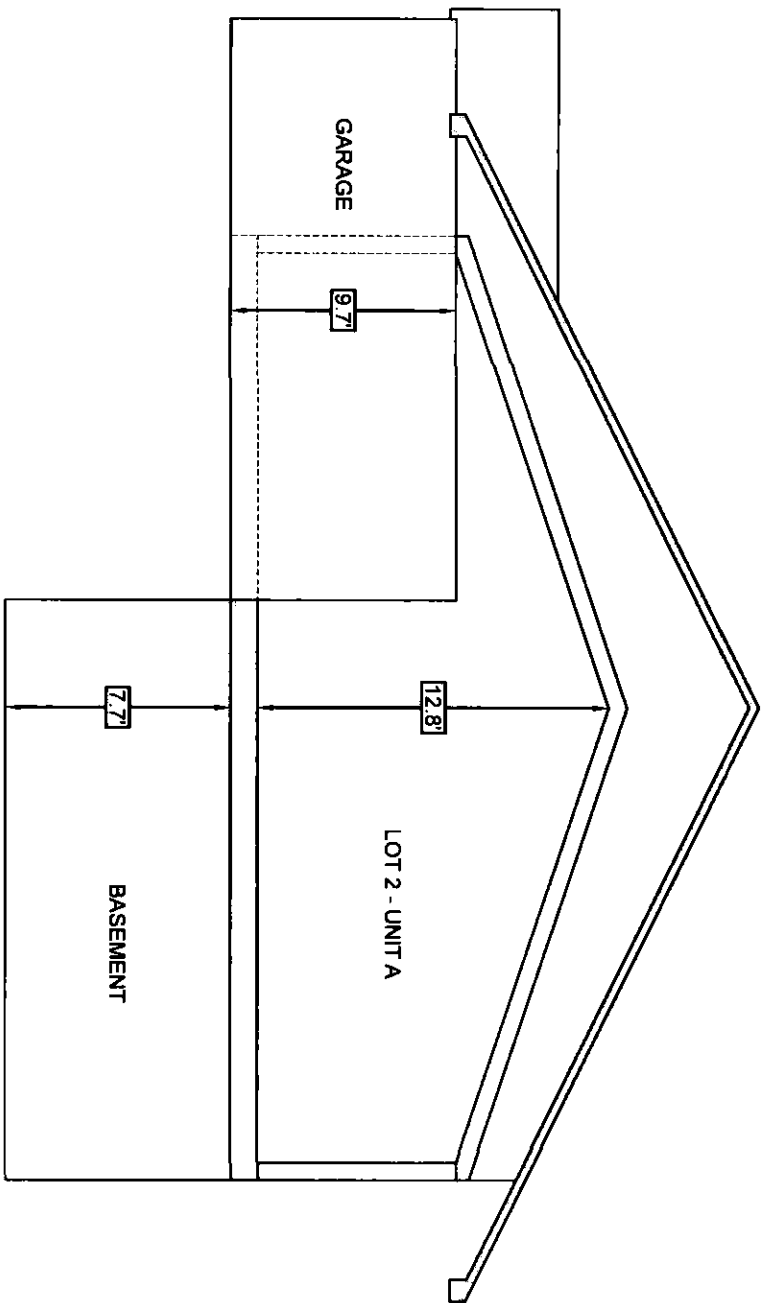


**CONDOMINIUM PLAN**  
**BASEMENT**  
**LOT 2 - UNIT A**  
PHASE 1 - THE CONDOMINIUMS  
AT SUGARLOAF  
THE FUTURES UNLIMITED  
7 OAK KNOLL DRIVE  
SOUTH DERRIFIELD, MA 01973

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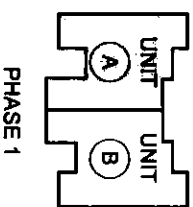
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**BUILDING / UNIT KEY**



**CONDOMINIUM PLAN  
 TYPICAL SECTION  
 LOT 2 - UNIT A**

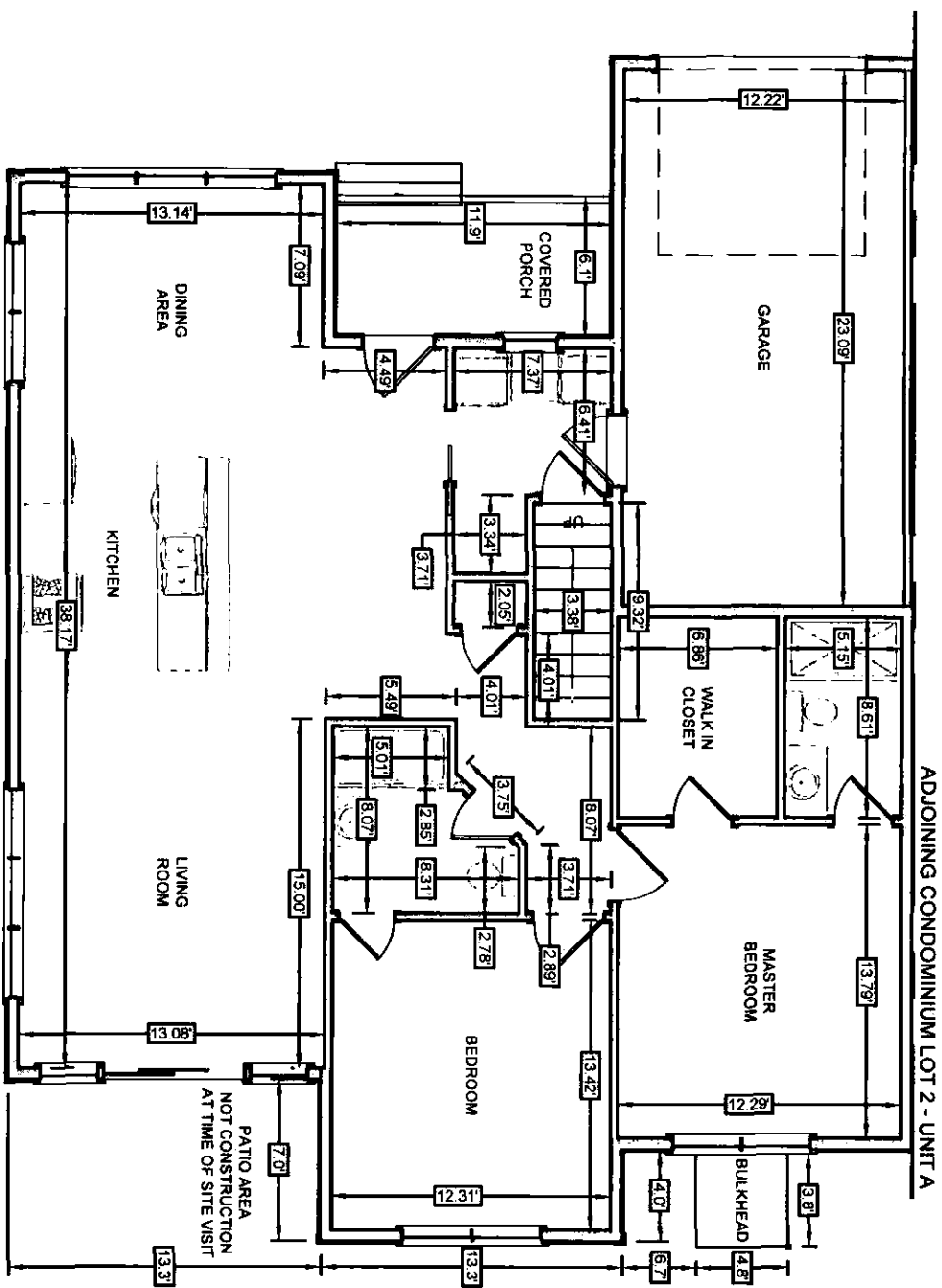
**PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED**  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01378

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 DRAWN: AUS  
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LOT 2 - UNIT B  
 MAIN FLOOR AREA: 41,226 SQ. FT.  
 GARAGE AREA: 4282 SQ. FT.



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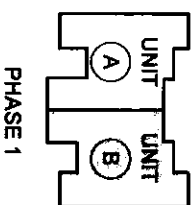
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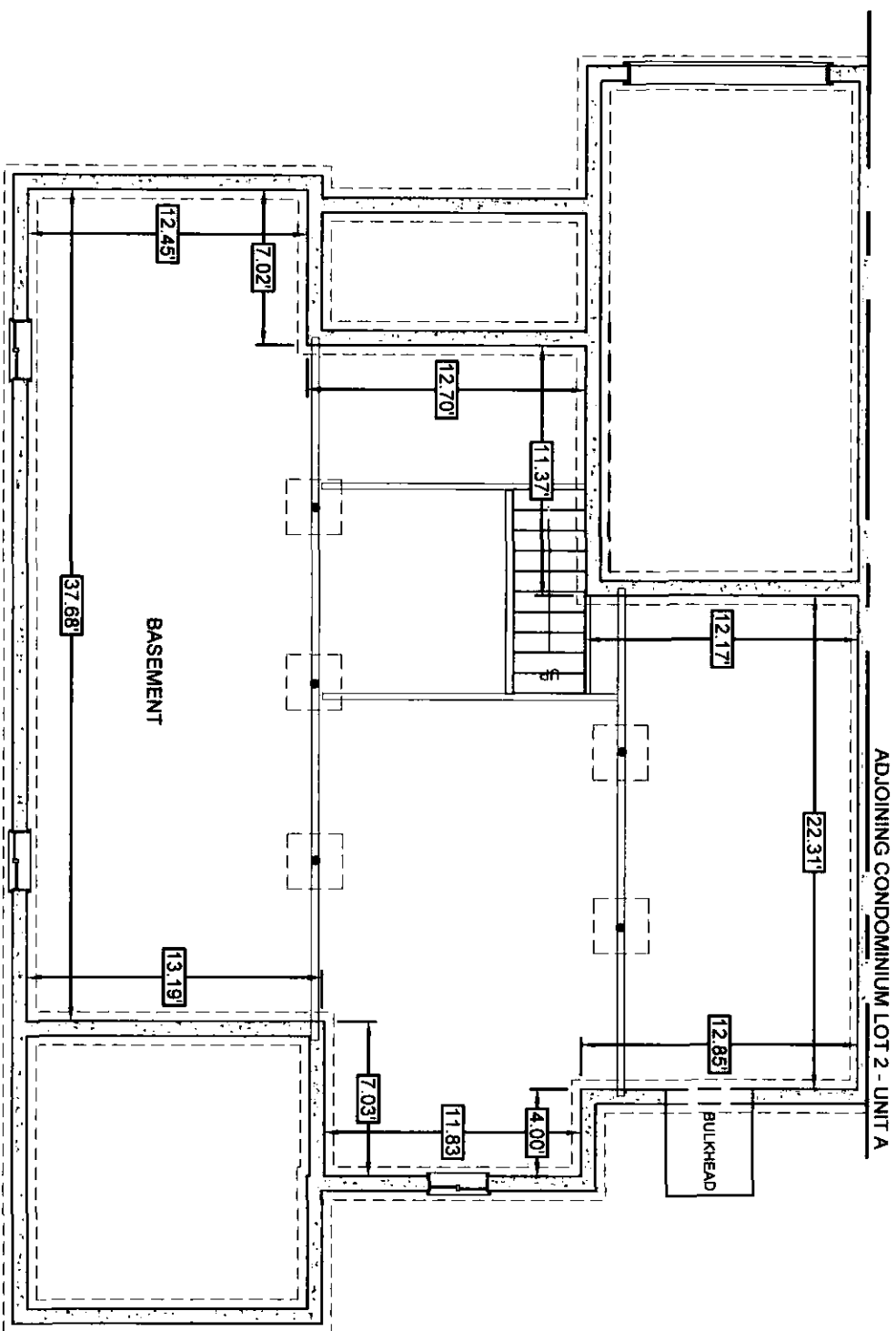
CONDOMINIUM PLAN  
 MAIN FLOOR  
 LOT 2 - UNIT B  
 PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK HOLLOW DRIVE  
 SOUTH DEERFIELD, MA 01373

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9-SHEET  
 1 / 3



LOT 2 - UNIT B  
 BASEMENT AREA: 41,213 SQ. FT.



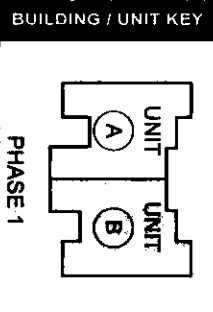
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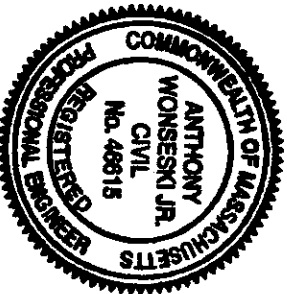
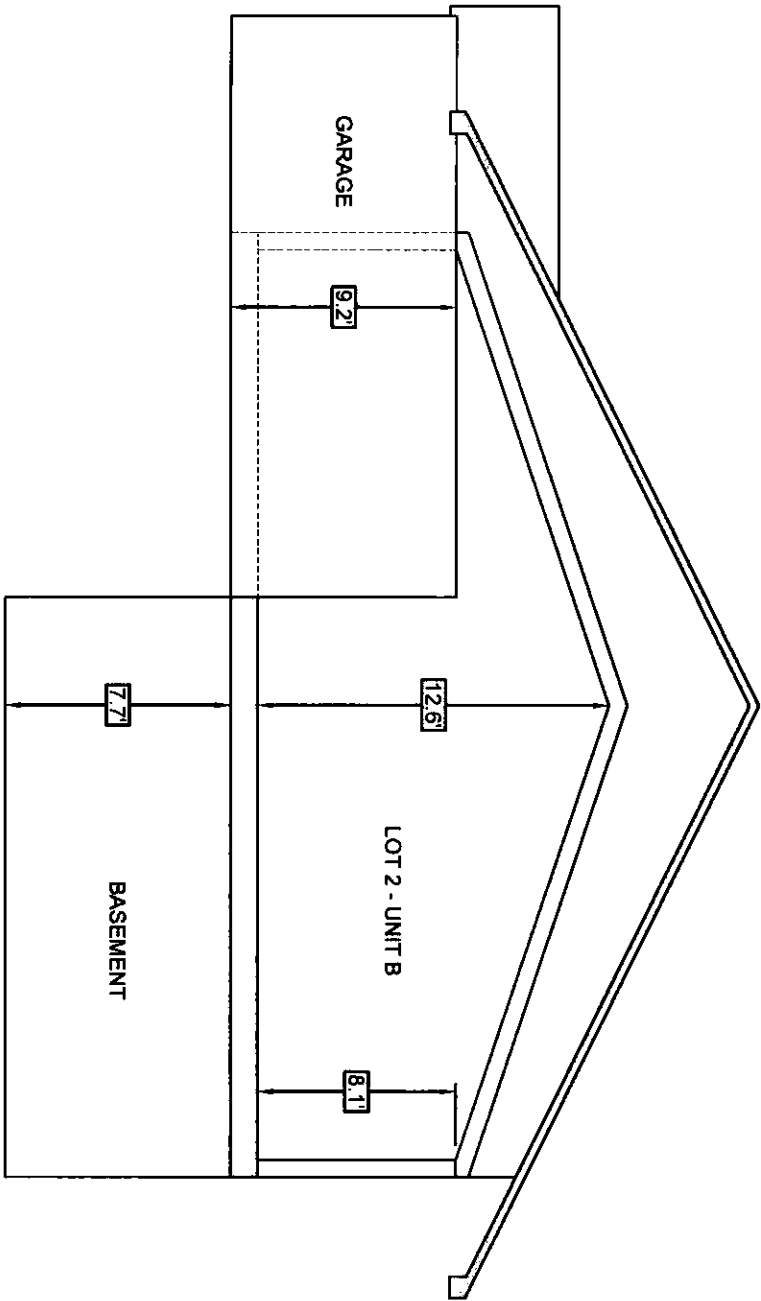
**CONDOMINIUM PLAN**  
**BASEMENT**  
**LOT 2 - UNIT B**  
 PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01973

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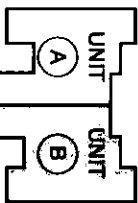
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**BUILDING / UNIT KEY**



PHASE 1

**CONDOMINIUM PLAN  
 TYPICAL SECTION  
 LOT 2 - UNIT B**

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DORSETFIELD, MA 01973

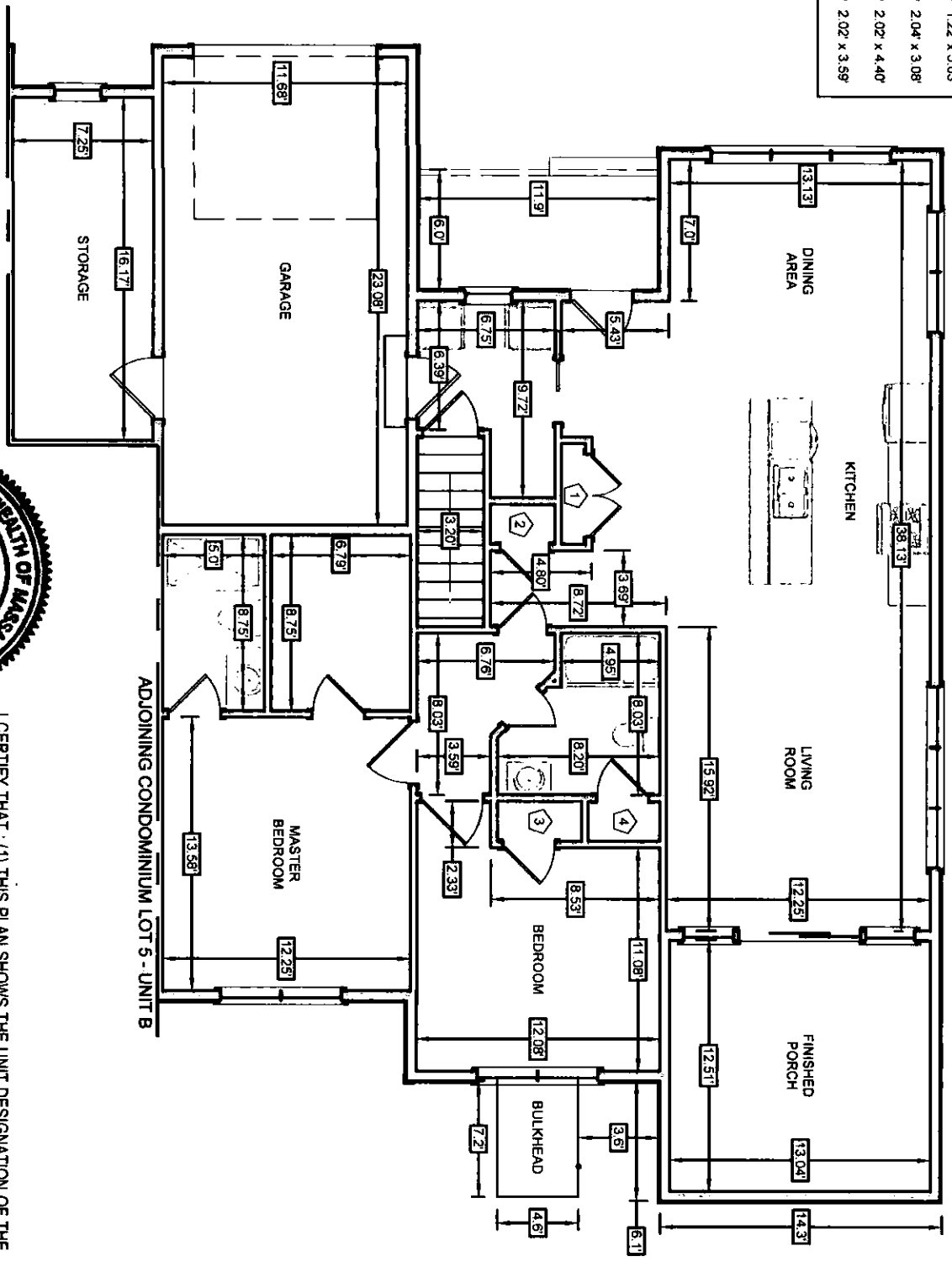
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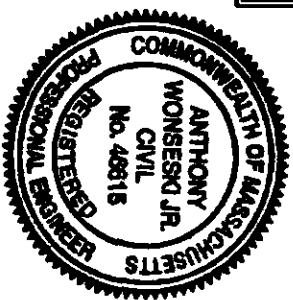
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 DRAWN: AJS  
 CHECKED: AW

SHEET 3 / 3

- CLOSETS**
- 1 1.22 x 5.05'
  - 2 2.04 x 3.08'
  - 3 2.02 x 4.40'
  - 4 2.02 x 3.56'



LOT 5 - UNIT A  
 MAIN FLOOR AREA: ±1,216 SQ. FT.  
 GARAGE AREA: ±270 SQ. FT.  
 STORAGE AREA: ±117 SQ. FT.  
 FINISHED PORCH: ± 163 SQ. FT.



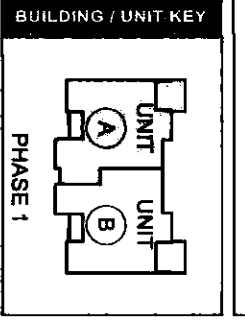
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ADJOINING CONDOMINIUM LOT 5 - UNIT B

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**CONDOMINIUM PLAN**  
 MAIN FLOOR  
 LOT 5 - UNIT A

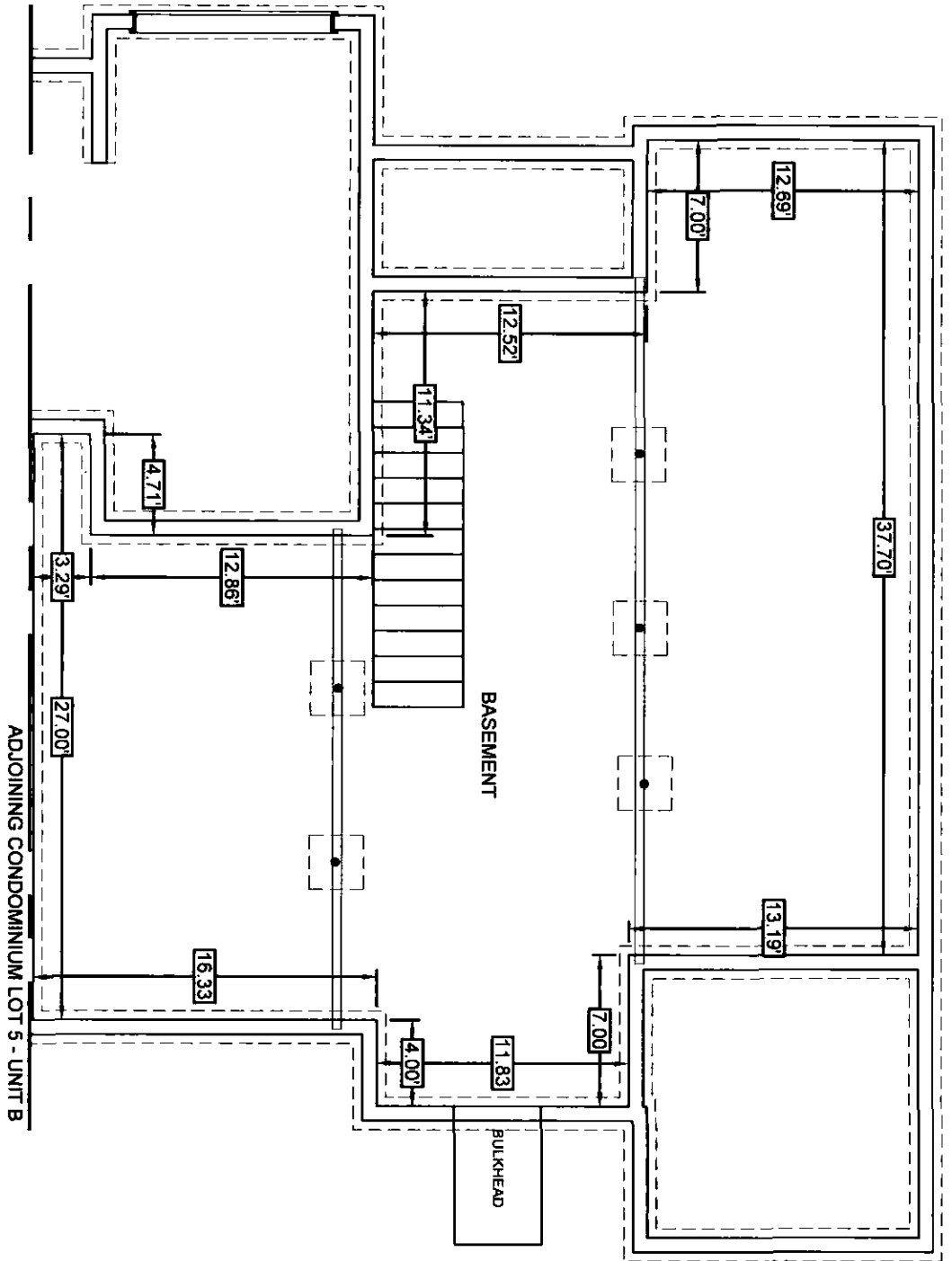
PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF

THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DORSETFIELD, MA 01973

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LOT 5 - UNIT A  
BASEMENT AREA: ±1,322 SQ. FT.



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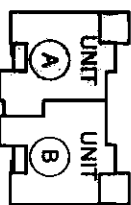
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BUILDING / UNIT KEY



PHASE 1

CONDOMINIUM PLAN

BASEMENT  
LOT 5 - UNIT A

PHASE 1 - THE CONDOMINIUMS  
AT SUGARLOAF

THE FUTURES UNLIMITED

7 OAK KNOLL DRIVE  
SOUTH DORSETFIELD, MA 01973

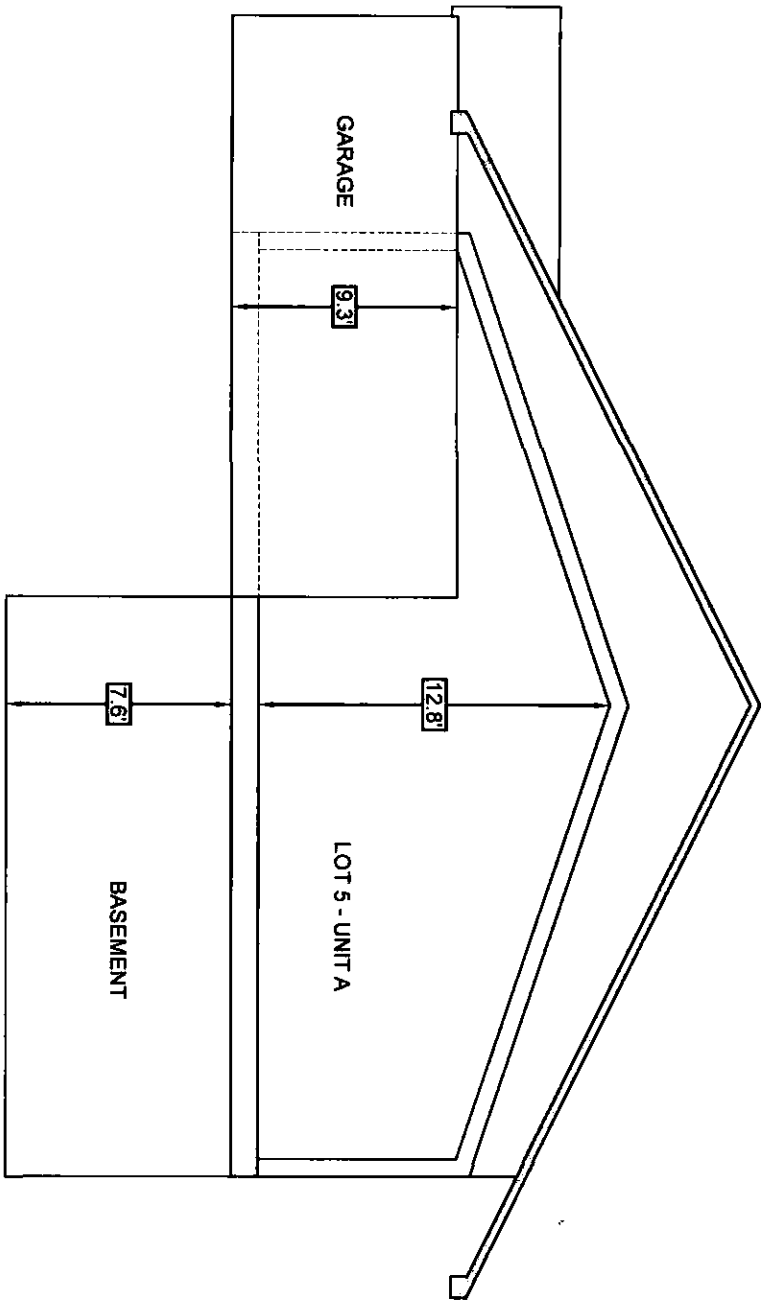
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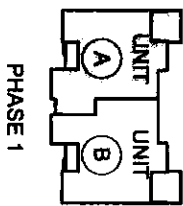
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**BUILDING / UNIT KEY**



**CONDOMINIUM PLAN**  
 TYPICAL SECTION  
 LOT 5 - UNIT A

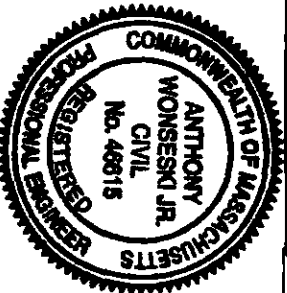
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 AT SUGARLOAF  
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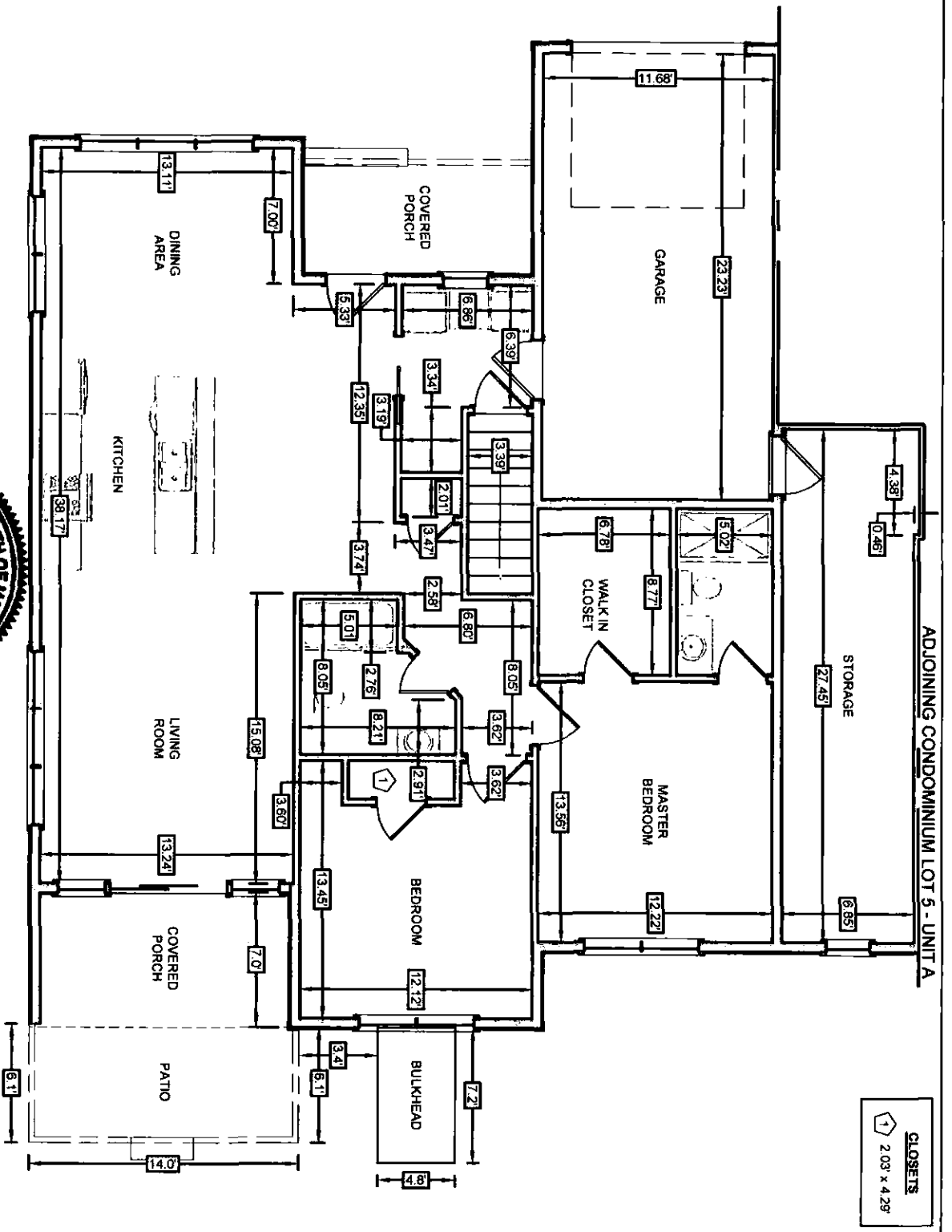
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 DRAWN: AJS  
 CHECKED: AW  
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 3 / 3

LOT 5 - UNIT B  
 MAIN FLOOR AREA: 4,124 SQ. FT.  
 GARAGE AREA: 4271 SQ. FT.  
 STORAGE AREA: 4190 SQ. FT.



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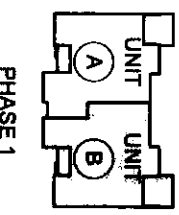
CLOSETS  
 2.03' x 4.29'



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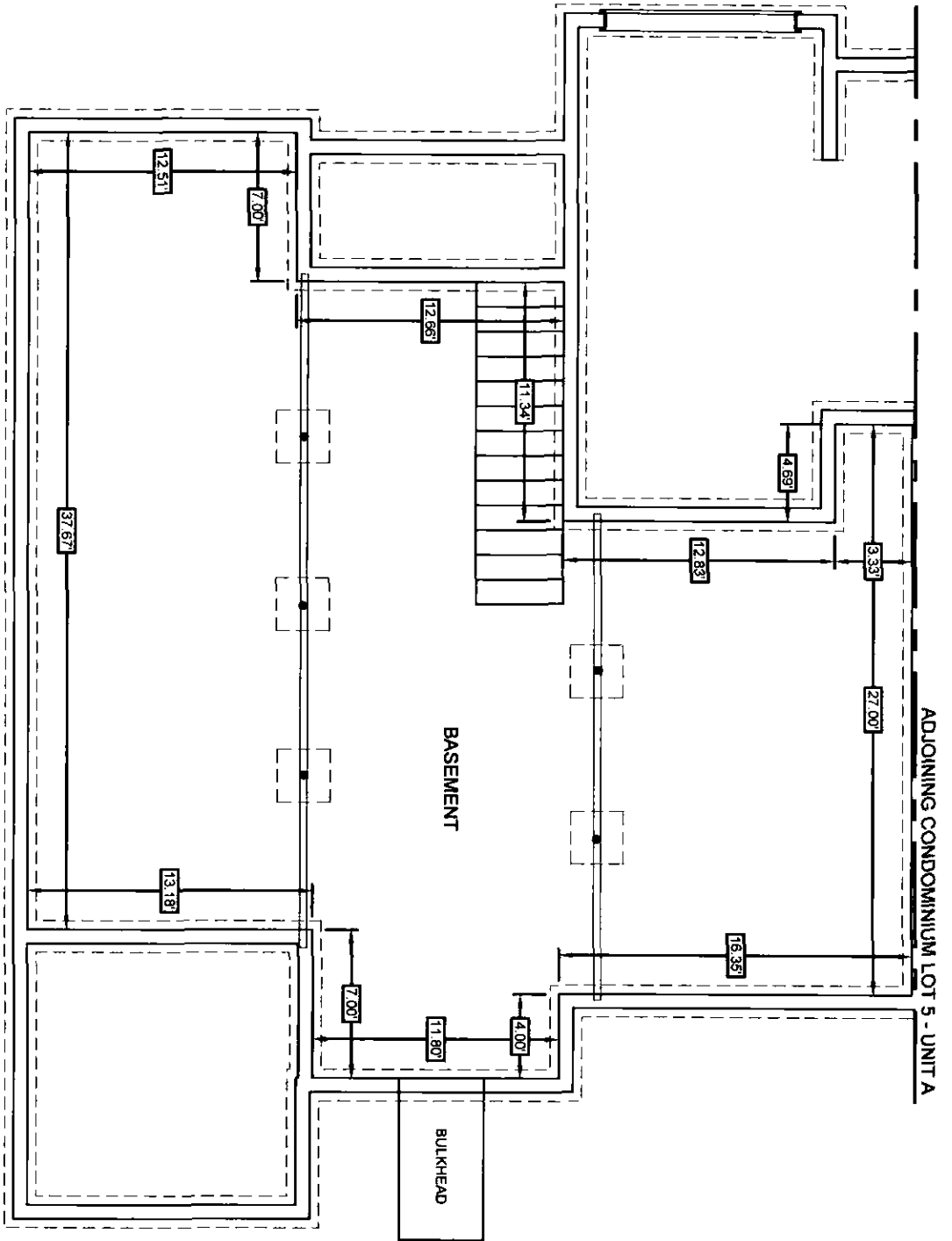
CONDOMINIUM PLAN  
 MAIN FLOOR  
 LOT 5 - UNIT B

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01373

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LOT 5 - UNIT B  
 BASEMENT AREA: ±1,319 SQ. FT.



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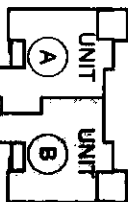
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BUILDING / UNIT KEY



PHASE 1

CONDOMINIUM PLAN

BASEMENT  
 LOT 5 - UNIT B

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01373

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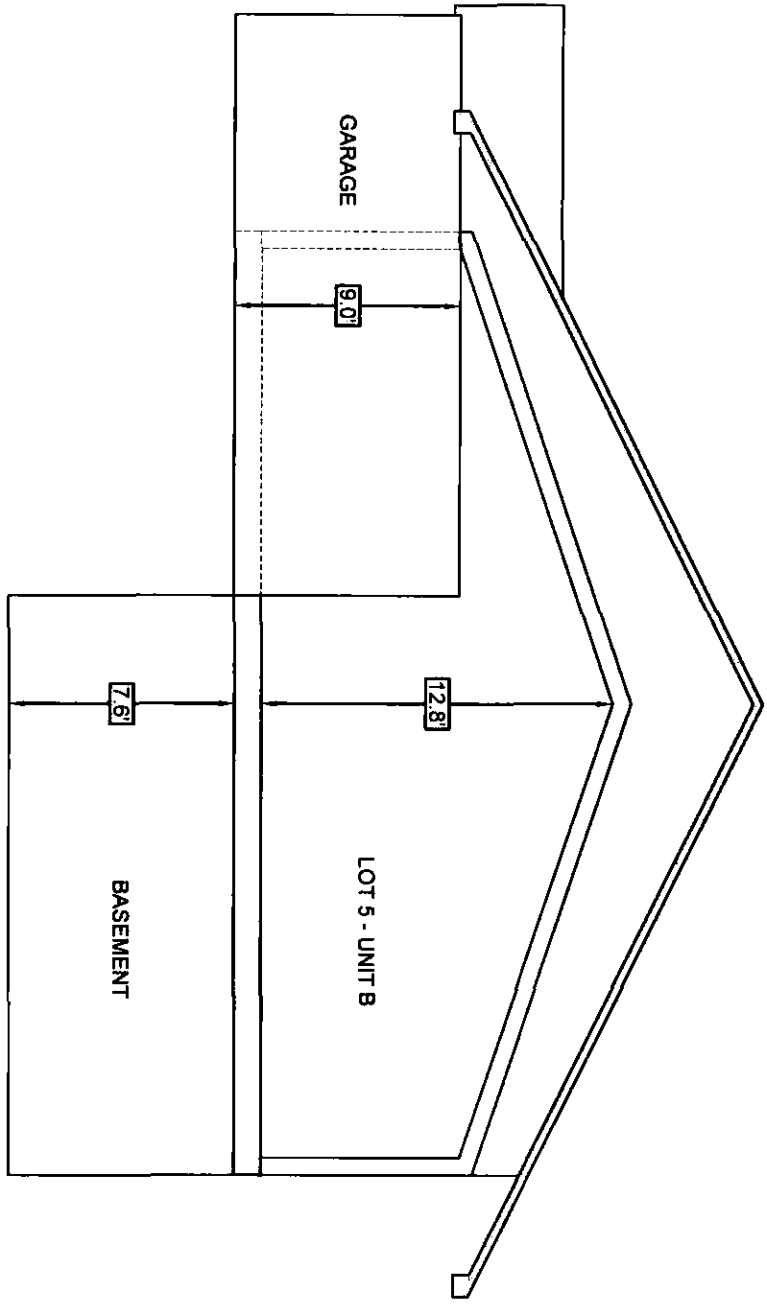
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**BUILDING / UNIT KEY**

PHASE 1

**CONDOMINIUM PLAN  
 TYPICAL SECTION  
 LOT 5 - UNIT B**

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED

7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01973

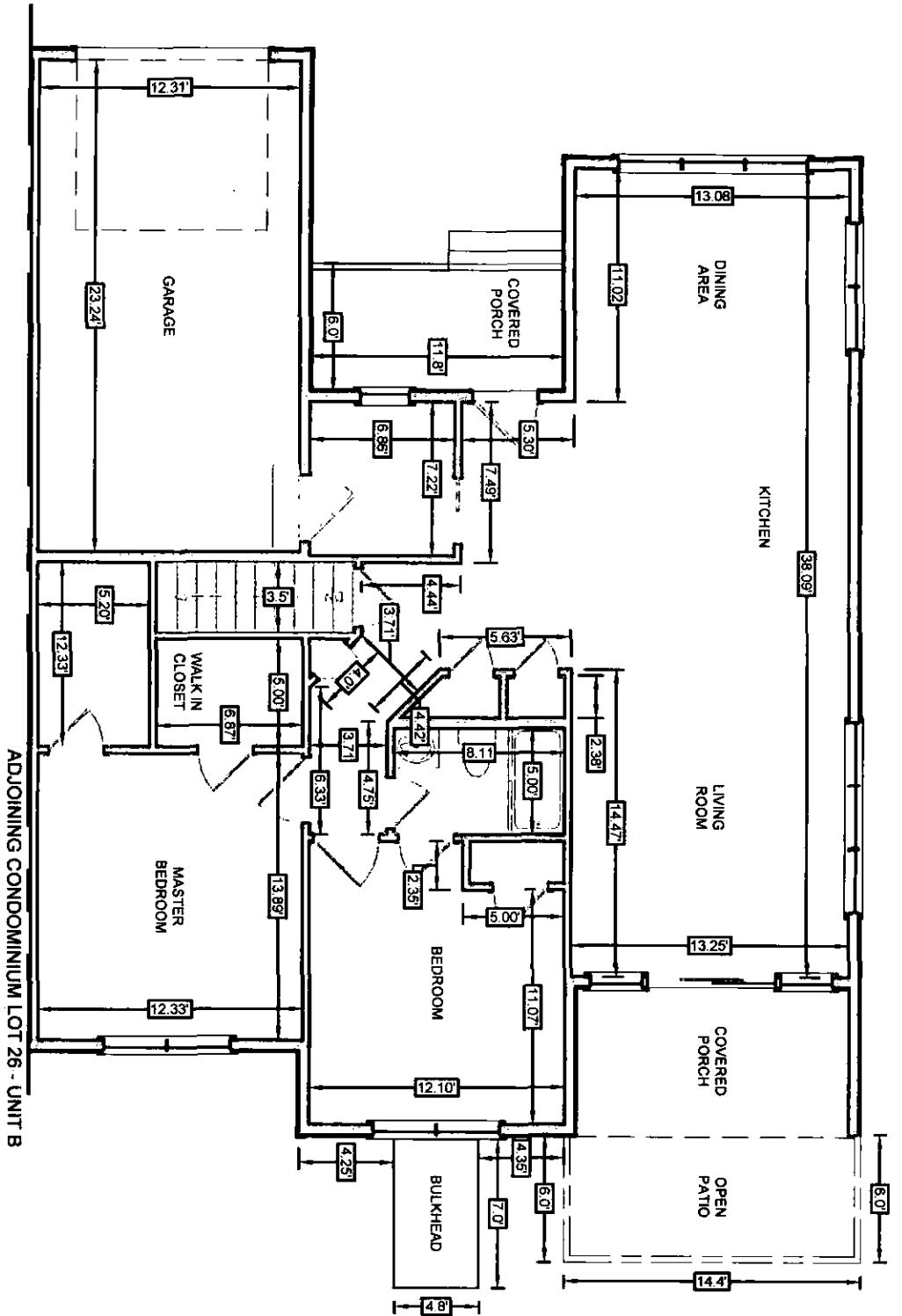
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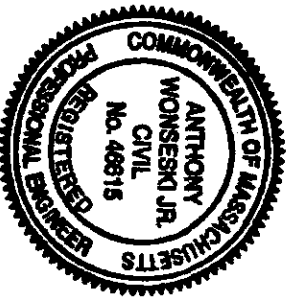
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DATE:  
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LOT 26 - UNIT A  
 MAIN FLOOR AREA: ±1,176 SQ. FT.  
 GARAGE AREA: ±286 SQ. FT.



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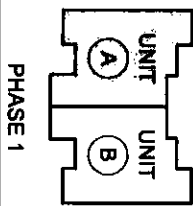
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BUILDING / UNIT KEY



PHASE 1

CONDOMINIUM PLAN  
 MAIN FLOOR  
 LOT 26 - UNIT A

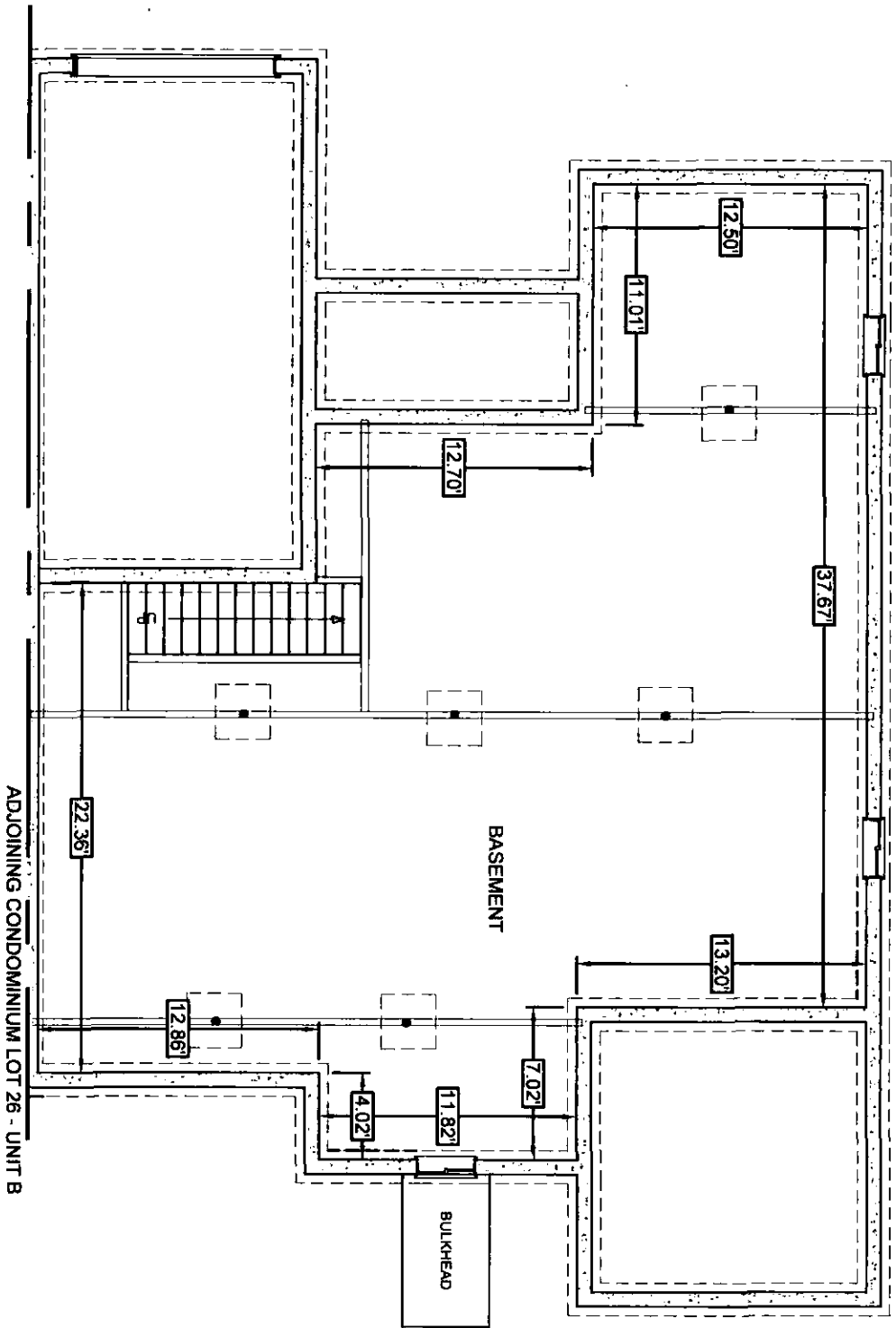
PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
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 1 / 3



LOT 26 - UNIT A  
BASEMENT AREA: ±1,177 SQ. FT.



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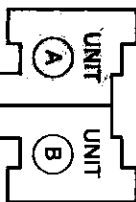
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BUILDING / UNIT KEY



PHASE 1

CONDOMINIUM PLAN

BASEMENT  
LOT 26 - UNIT A

PHASE 1 - THE CONDOMINIUMS  
AT SUGARLOAF

THE FUTURES UNLIMITED  
7 OAK ANGLE DRIVE  
SOUTH DERRIFIELD, MA 01973

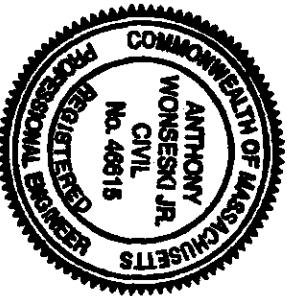
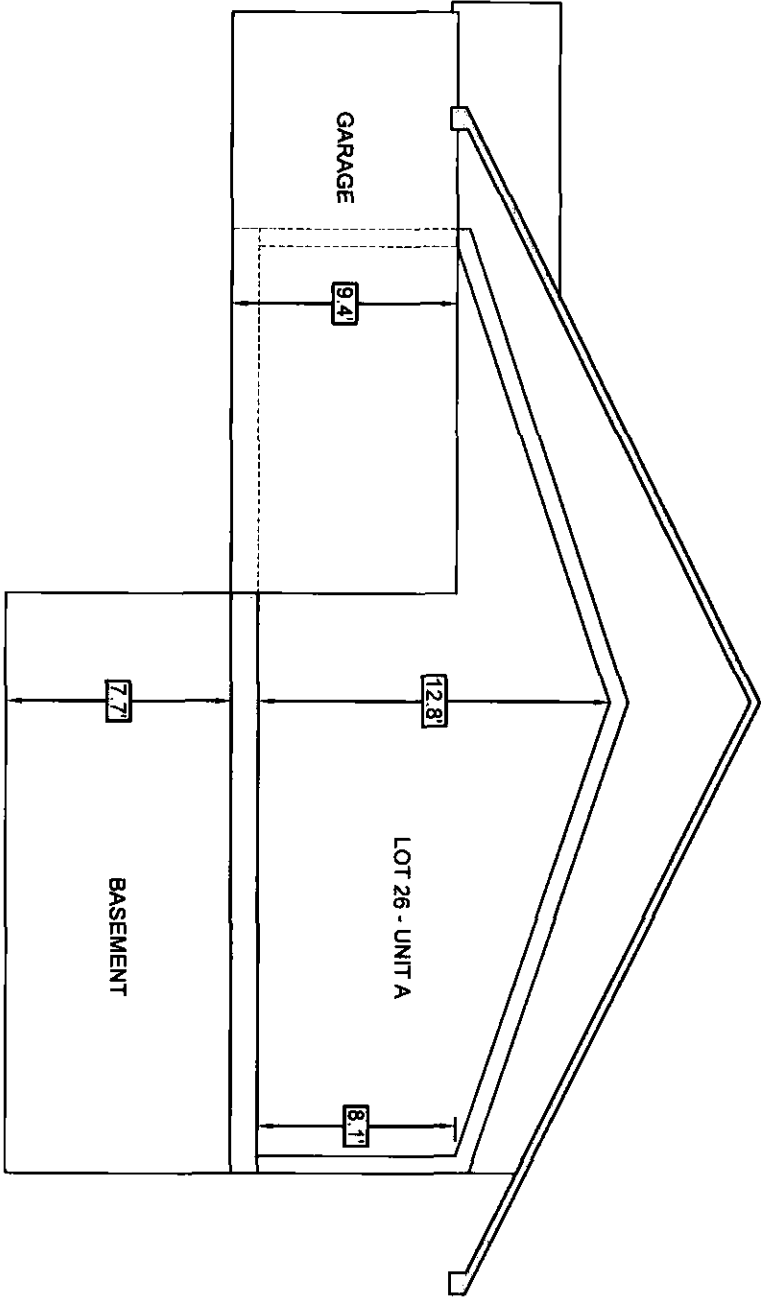
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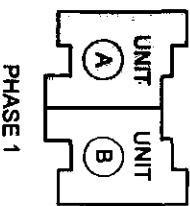
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**BUILDING / UNIT KEY**



**CONDOMINIUM PLAN**  
 TYPICAL SECTION  
 LOT 26 - UNIT A

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01973

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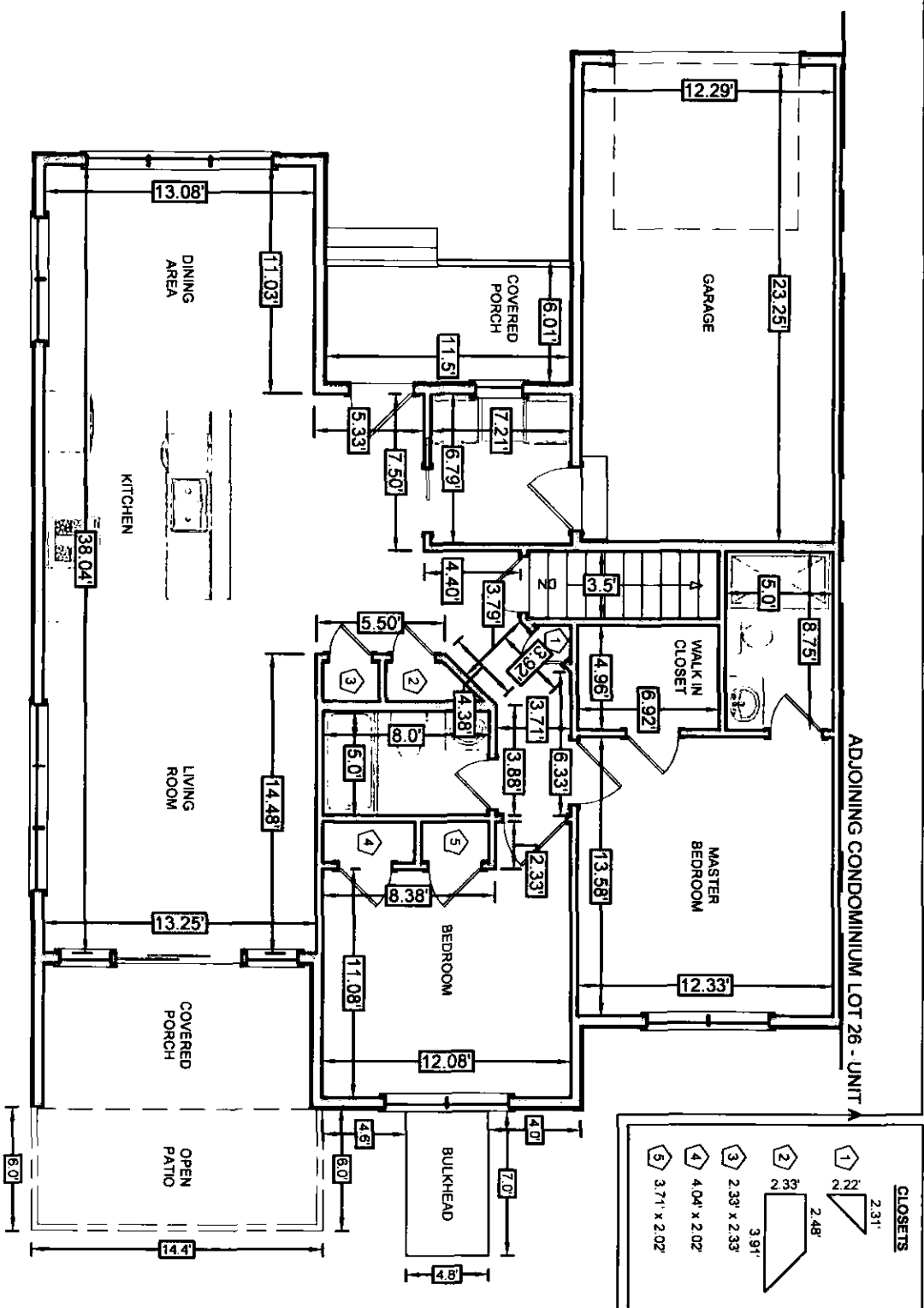


LOT 26 - UNIT B  
 MAIN FLOOR AREA: ±1,179 SQ. FT.  
 GARAGE AREA: ±286 SQ. FT.



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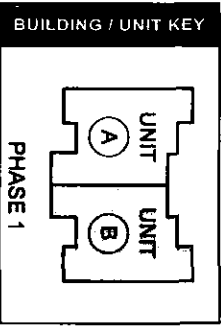
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CLOSETS	
1	2.31'
2	2.48'
3	3.91'
4	4.04' x 2.33'
5	3.71' x 2.02'

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**CONDOMINIUM PLAN**  
 MAIN FLOOR  
 LOT 26 - UNIT B

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01973

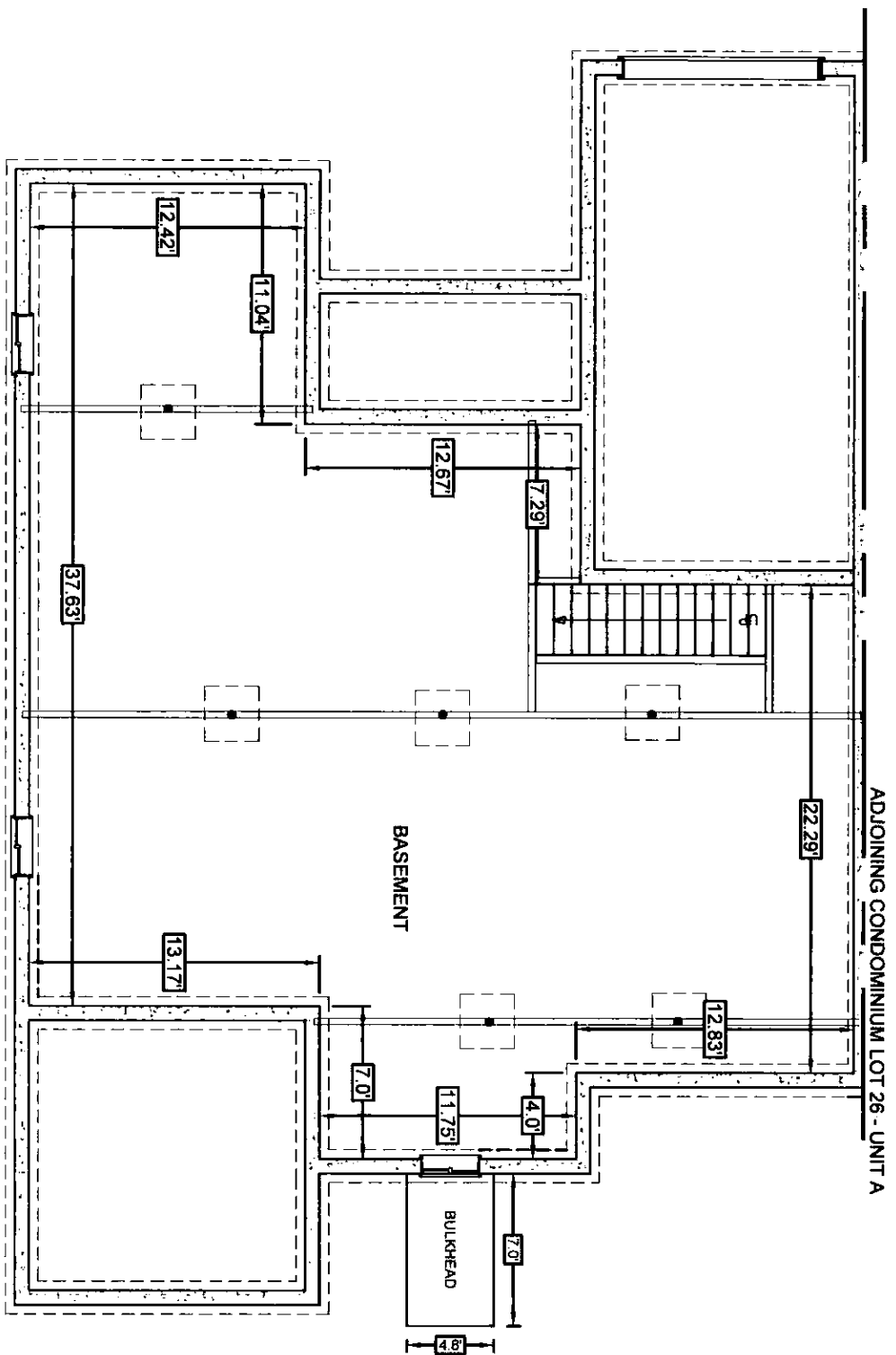
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LOT 26 - UNIT B  
 BASEMENT AREA: ±1,169 SQ. FT.



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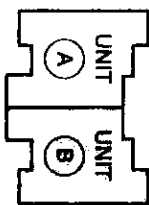
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BUILDING / UNIT KEY



PHASE 1

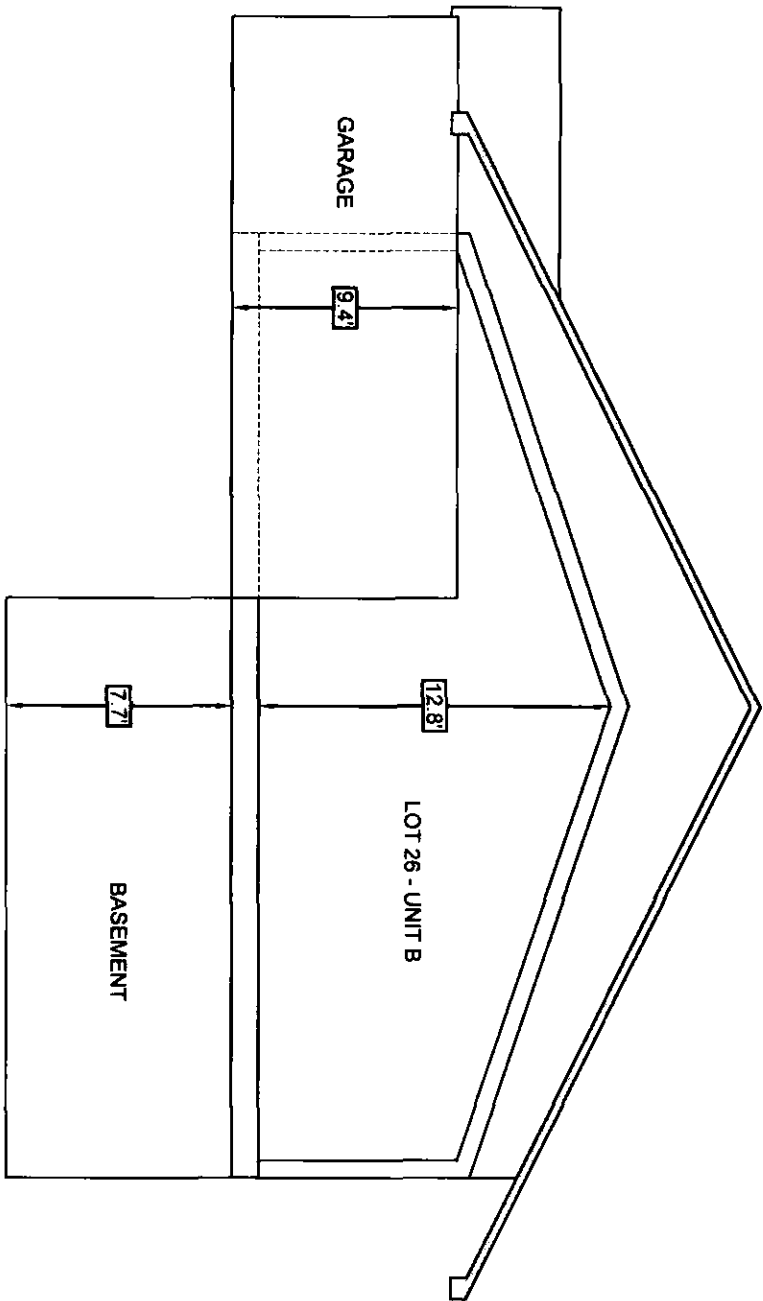
**CONDOMINIUM PLAN**  
 BASEMENT  
 LOT 26 - UNIT B  
 PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01373

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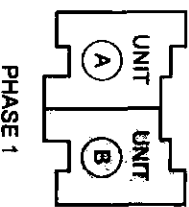
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**BUILDING / UNIT KEY**



**CONDOMINIUM PLAN**  
 TYPICAL SECTION  
 LOT 26 - UNIT B

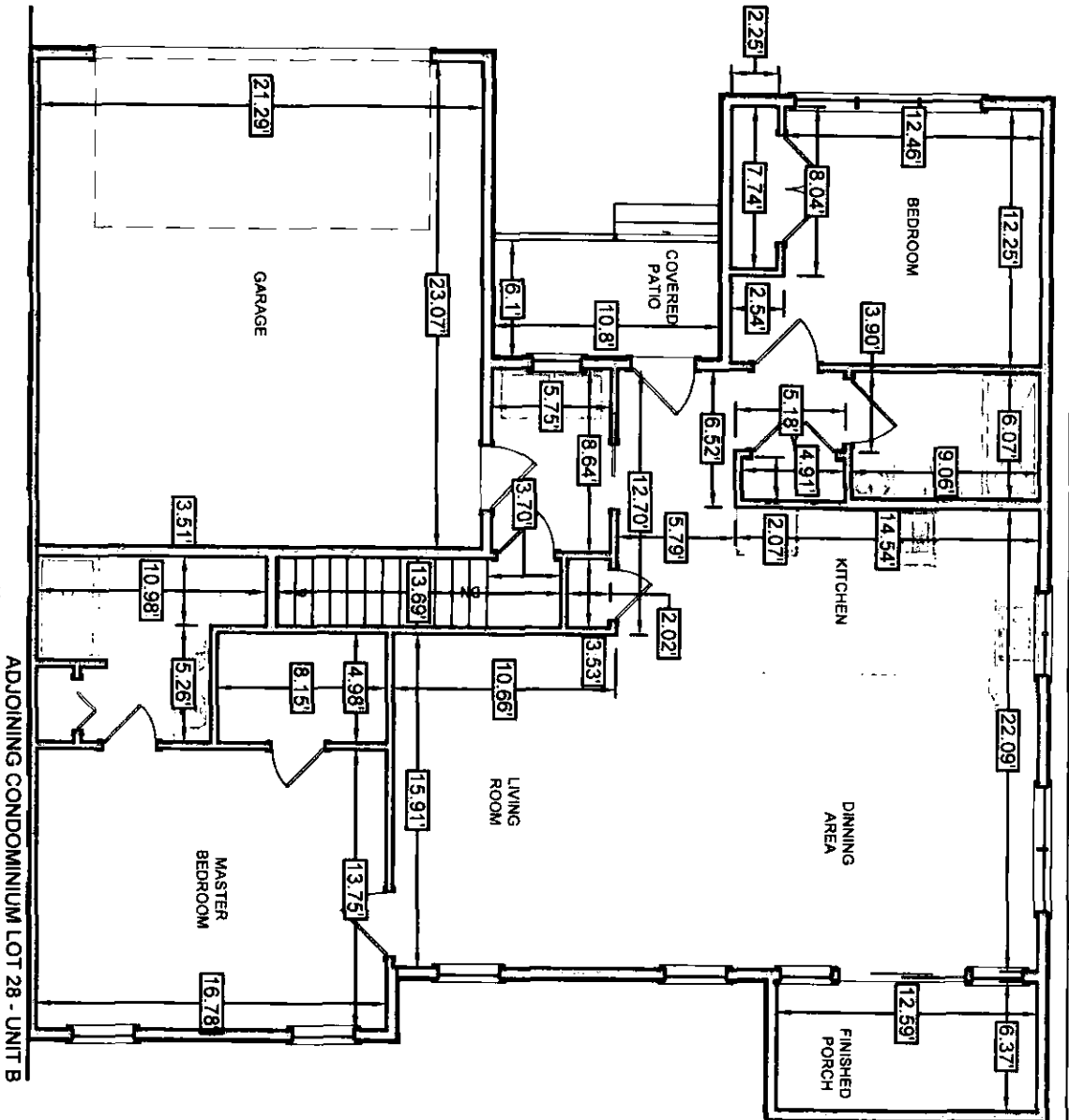
PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 700K RIVOLI DRIVE  
 SOUTH DENFIELD, MA 01773

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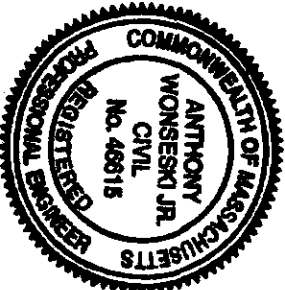
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LOT 28 - UNIT A  
 MAIN FLOOR AREA: ±1,349 SQ. FT.  
 GARAGE AREA: ±491 SQ. FT.  
 FINISHED PORCH: ±80 SQ. FT.



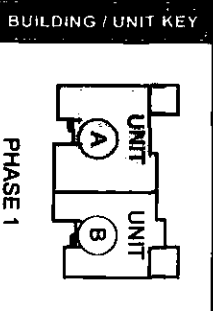
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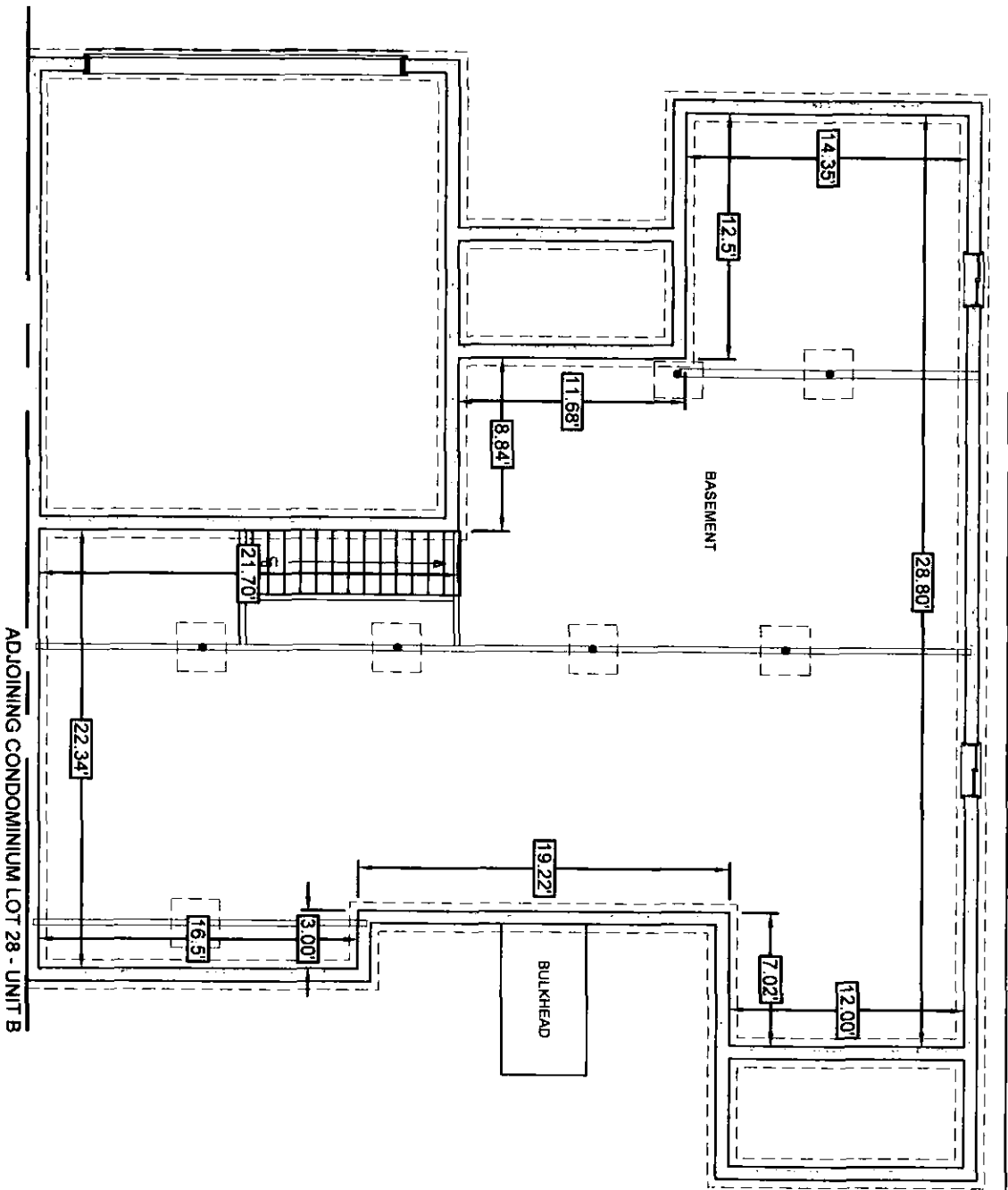


CONDOMINIUM PLAN  
 MAIN FLOOR  
 LOT 28 - UNIT A  
 PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01373

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LOT 28 - UNIT A  
BASEMENT AREA: 41,439 SQ. FT.



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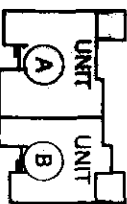
ADJOINING CONDOMINIUM LOT 28 - UNIT B

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BUILDING / UNIT KEY



PHASE 1

CONDOMINIUM PLAN

BASEMENT  
LOT 28 - UNIT A

PHASE 1 - THE CONDOMINIUMS  
AT SUGARLOAF

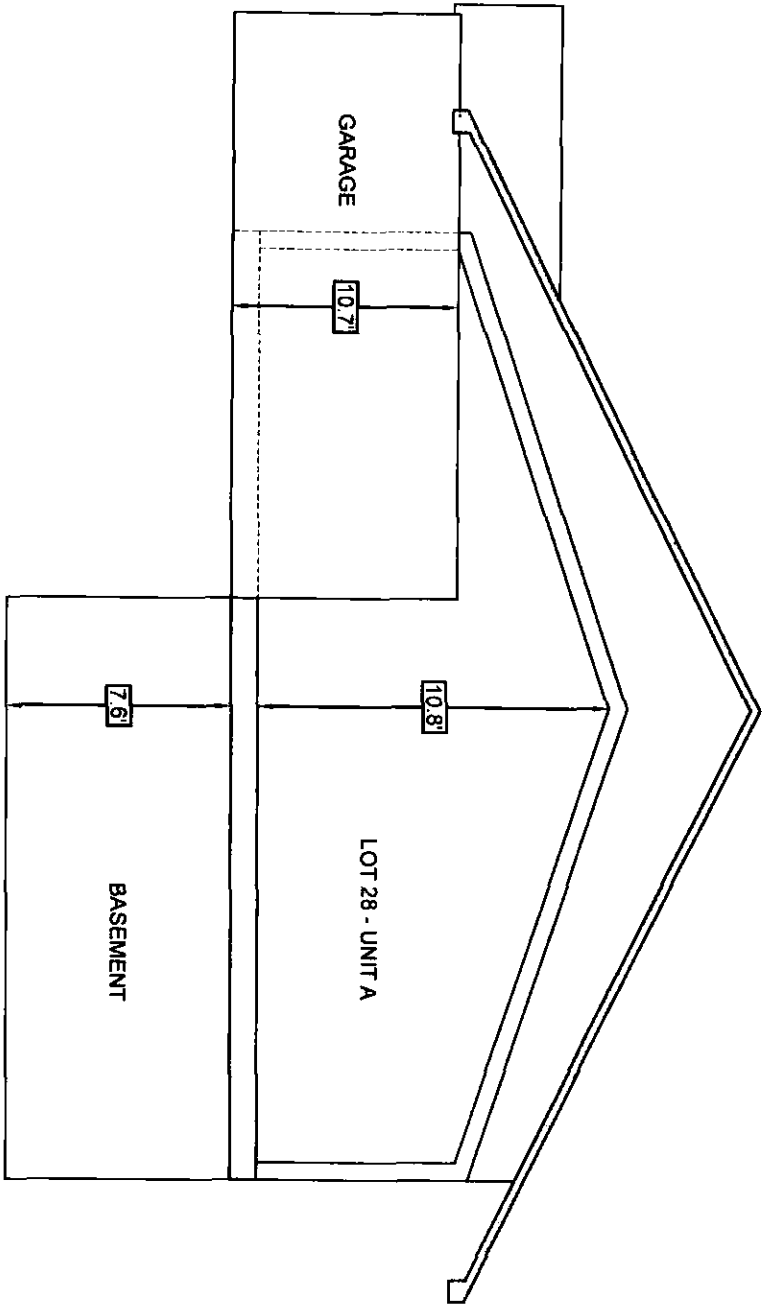
THE FUTURES UNLIMITED  
7 OAK KNOLL DRIVE  
SOUTH BERRFIELD, MA 01373

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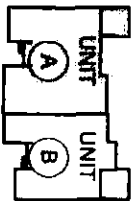
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**BUILDING / UNIT KEY**



PHASE 1

**CONDOMINIUM PLAN  
 TYPICAL SECTION  
 LOT 28 - UNIT A**

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01873

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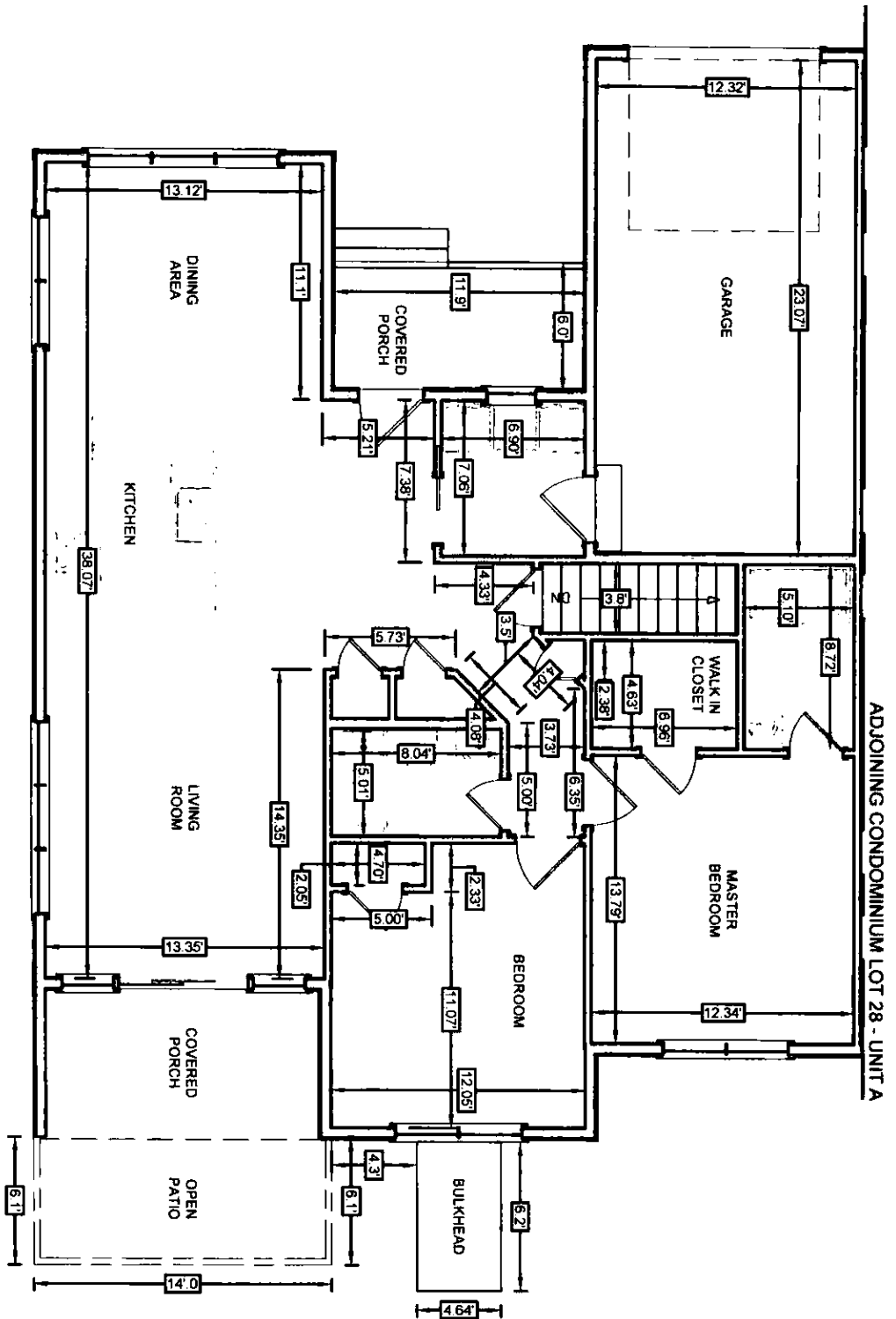
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LOT 28 - UNIT B  
 MAIN FLOOR AREA: ±1,176 SQ. FT.  
 GARAGE AREA: ±284 SQ. FT.



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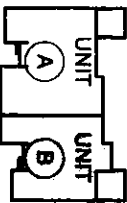
ADJOINING CONDOMINIUM LOT 28 - UNIT A



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BUILDING / UNIT KEY



PHASE 1

CONDOMINIUM PLAN  
 MAIN FLOOR  
 LOT 28 - UNIT B

PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01373

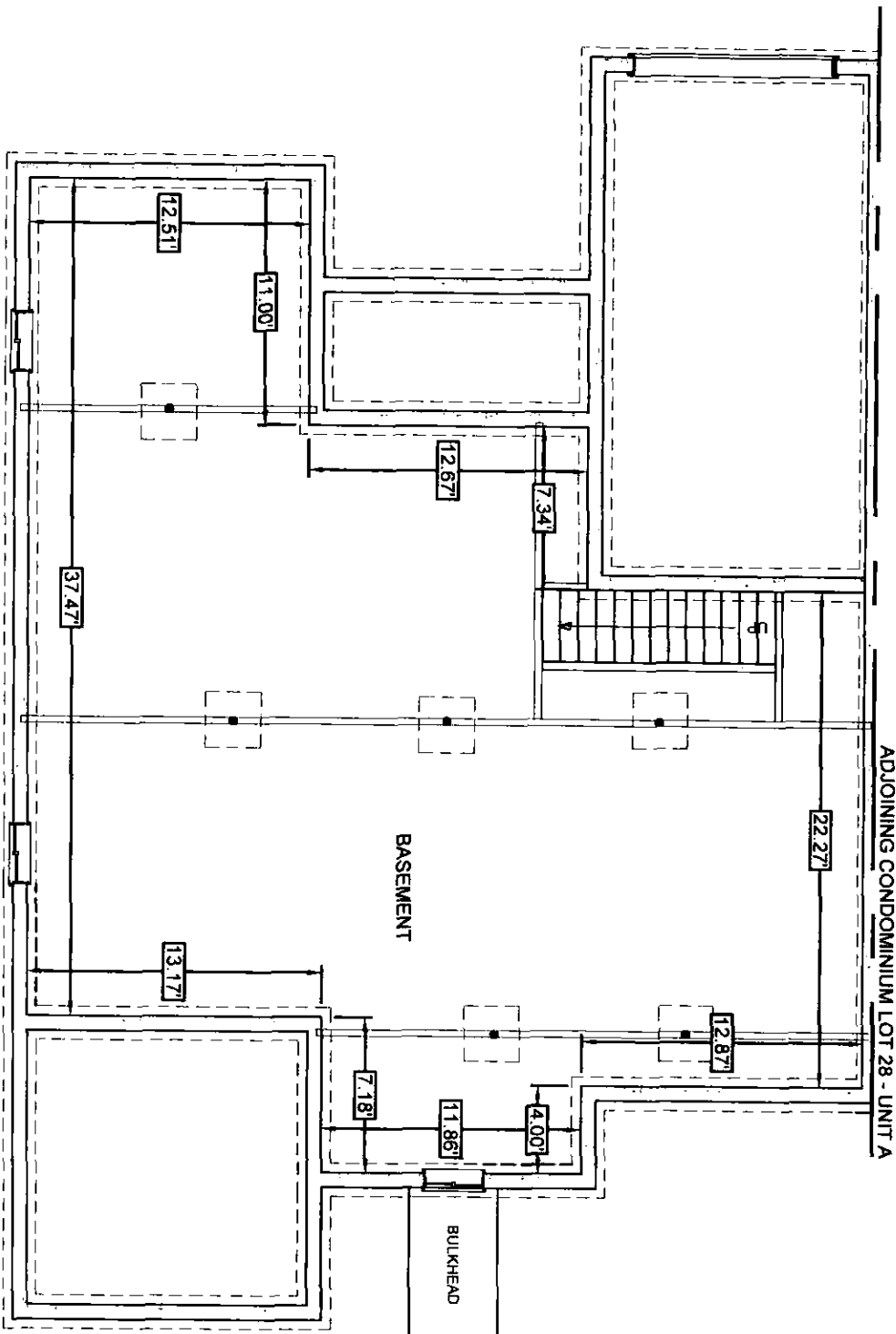
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LOT 28 - UNIT B  
BASEMENT AREA: ±1,174 SQ. FT.



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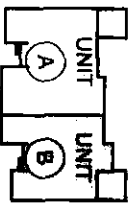
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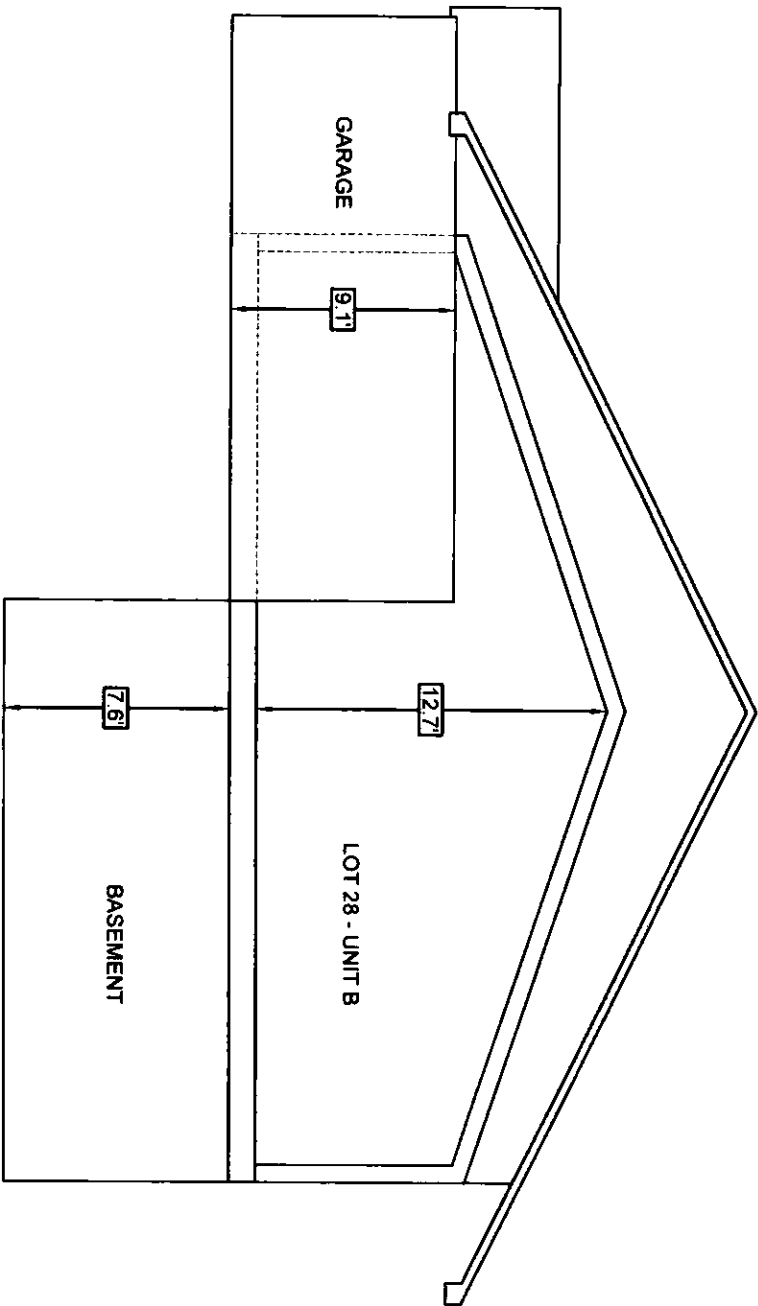
CONDOMINIUM PLAN  
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LOT 28 - UNIT B  
PHASE 1 - THE CONDOMINIUMS  
AT SUGARLOAF  
THE FUTURES UNLIMITED  
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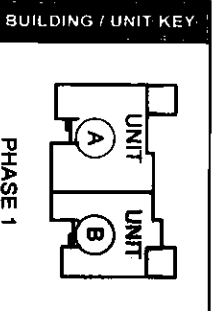
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**CONDOMINIUM PLAN**  
 TYPICAL SECTION  
 LOT 28 - UNIT B  
 PHASE 1 - THE CONDOMINIUMS  
 AT SUGARLOAF  
 THE FUTURES UNLIMITED  
 7 OAK KNOLL DRIVE  
 SOUTH DEERFIELD, MA 01373

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**EXHIBIT D**

**EXHIBIT D: Percentage In Common Area**

UNIT 9 A	12.5%
UNIT 9 B	12.5%
UNIT 17 A	12.5%
UNIT 17 B	12.5%
UNIT 30 A	12.5%
UNIT 30 B	12.5%
UNIT 22 A	12.5%
UNIT 22 B	12.5%