Stamski And McNary, Inc.
Engineering - Planning – Surveying
1000 Main Street Acton, MA 01720

Application for Active Adult Neighborhood Special Permit

Under the Stow Zoning Bylaw and the Stow Planning Board Rules and Regulations for Active Adult Neighborhood

for

The Cottages at Wandering Pond

Athens Street
Map R02 Parcels: 1A,3,4,5,18,19,20-7
Stow, MA 01775

Applicant: The Cottages at Wandering Pond Realty Trust
148 Park Street
North Reading, MA 01864

Date: June 30, 2022

SM-3719C

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STAMSKI AND MCNARY, INC.
1000 Main Street
Acton, Massachusetts 01720
(978) 263-8585, FAX (978) 263-9883

PRINCIPALS
JOSEPH MARCH, P.E., P.L.S.
GEORGE DIMAKARAKOS, P.E.

ASSOCIATE
JONATHAN BOLLEN, P.L.S.

June 30, 2022

Town of Stow
Town Clerk
380 Great Road
Stow, MA 01775

Re: Active Adult Neighborhood Special Permit Application
Athens Street, Map R02 Parcels: 1A, 3, 4, 5, 18, 19, 20-7

Dear Town Clerk,

Please note that on this day, an Application for an Active Adult Neighborhood Special Permit for the reference property was filed on behalf of our client, The Cottages at Wandering Pond Realty Trust, with the office of the Planning Department.

Thank you for your attention to this matter.

Respectfully,

Stamski and McNary, Inc,

George Dimakarakos, P.E.

STAMSKI AND MCNARY, INC.
1000 Main Street
Acton, Massachusetts 01720
(978) 263-8585, FAX (978) 263-9883

PRINCIPALS
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June 30, 2022

Town of Stow
Town Clerk
380 Great Road
Stow, MA 01775

Re: Active Adult Neighborhood Special Permit Application
Athens Street, Map R02 Parcels: 1A, 3, 4, 5, 18, 19, 20-7

Dear Planning Board,

We hereby submit an Application for an Active Adult Neighborhood Special Permit for the reference property on behalf of our client, The Cottages at Wandering Pond Realty Trust. The submission has been made in accordance with Section 5.4 of the Stow Zoning Bylaw and the Stow Planning Board Rules and Regulations for Active Adult Neighborhood Special Permits.

Thank you for your attention to this matter.

Respectfully,

Stamski and McNary, Inc,

George Dimakarakos, P.E.

3.1

APPLICATION FORM

APPLICATION FOR AN
ACTIVE ADULT NEIGHBORHOOD SPECIAL PERMIT

Refer to the "Rules and Regulations for Active Adult Neighborhood Special Permits" available from the Planning Board Office for details on the information and fees required for this APPLICATION. Contact the Planning Board Office at 978-897-5098 with any questions concerning the Rules. Incomplete applications may be denied.

Please type or print your APPLICATION.

1. Location and Street Address of Site Athens Street
   Map R02, Parcels: 1A, 3, 4, 5, 18, 19, 20-7
   Name of Proposed Development Active Adult Neighborhood

2. Applicant's Name and Address
   Telephone
   Bruce Wheeler, Trustee; The Cottages at Wandering Pond Realty Trust 617-538-2472
   148 Park Street, North Reading, MA 01864 Telephone

3. Record Owner's Name & Address
   see attached
   Telephone

4. Zoning District(s) of Parcel(s) Active Adult Neighborhood Overlay District / Industrial
   Town Property Map Sheet & Parcel Number(s) Map R02, Parcels: 1A, 3, 4, 5, 18, 19, 20-7

5. Deed Book and Page number(s) or Land Court Certificate number(s):
   32202/299, 73006/574, 73077/274, 64918/352

6. a) Total Area of Development 114.85 acres
   b) Total Area of OPEN SPACE 73.0 acres
   c) Number of lots 1
   d) Number of units 141
   e) Number of affordable units 15 affordable, 8 middle income.

The undersigned hereby apply to the Planning Board for a public hearing and an AAN Special Permit under Section 8.7 of the Zoning Bylaw.

The undersigned hereby certify that the information on this APPLICATION and plans submitted herewith is correct, and that the APPLICATION complies with all applicable provisions of Statutes, Regulations, and Bylaws to the best of his/her knowledge.

The above is subscribed to and executed by the undersigned under the penalties of perjury in accordance with Section 1-A of Chapter 268, General Laws of the Commonwealth of Massachusetts.

6/27/2022
Date

Signature of Petitioner

RECORD OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the APPLICATION presented above.

6/27/2022
Date

Signature of Record Owner

RECORD OWNER

EFMC ASSOCIATES LIMITED PARTNERSHIP
36 PARMENTER ROAD
HUDSON, MA

TOWN MAP R2 PARCELS 1A, 3, 18, &19
DEED BOOK 32202 PAGE 295
PLAN No. 1440 OF 1973
PLAN No. 1152 OF 1972
PLAN No. 355 OF 1979
PLAN No. 1022 OF 1997

GOSHEN LANE REALTY TRUST
148 PARK STREET
NORTH READING, MA

TOWN MAP R2 PARCELS 4 & 5
DEED BOOK 73006 PAGE 546

GREYSTONE PAINTING CORP.
21 WELLINGTON AVENUE
HUDSON, MA

TOWN MAP R2 PARCEL 20-7
DEED BOOK 64918 PAGE 352
PLAN No. 306 OF 1996

ATHENS STREET REALTY TRUST
142 CHESTNUT STREET
BOSTON, MA

TOWN MAP R2 PARCEL 6
DEED BOOK 73077 PAGE 274
PLAN No. 98 OF 1947

3.2

CERTIFIED ABUTTERS LIST

Town of Stow
BOARD OF ASSESSORS
380 Great Road
Stow, Massachusetts 01775-1122
(978) 897-4597
Email: Assessors2@Stow-MA.gov

REQUEST FOR CERTIFIED ABUTTERS' LIST

Date of Request: 6/2/22

Property Owner: EFMC Associates Limited Partnership

Property Location: ~~Athens Street~~ GOSHEN LN

Parcel ID: (Map & Lot): Map R02 Lots: 1A, 3, 18, 19

Requesting Board: Planning Board

Requestor Information:

Name: Aidan Schlotman

Mailing Address: 1000 Main Street, Acton, MA, 01720

Email address: Abs@stamskiandmcnary.com

Phone Number: 978-263-8585 x218

FEE: $20.00 for first 20 abutters or less:
PLUS: $1.00 per abutter above 20 entries and $2.00 per sheet of labels.

Assessors' Office Use Only:

Deposit: $ _____ Cash ☐ Check ☐ (check # _____)

Addt'l Fee: $ 24- Cash ☐ Check ☐ (check # _____)

The Board of Assessors has 10 business days to provide all Certified Lists of Abutters.
The list is valid for 90 days from the date of Certification.
Applications submitted without all necessary information may be returned for completion.

BENTLEY BUILDING CORP
12 MURPHY DRIVE, SUITE 100
NASHUA, NH 03062

HAGERTY RYAN
HAGERTY DAWN
225 HUDSON RD
STOW, MA 01775

EFMC ASSOCIATES LIMITED
PARTNERSHIP
36 PARMENTER ROAD
HUDSON, MA 01749

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

ATHENS STREET REALTY TRUST
D BRUCE WHEELER TRUSTEE
142 CHESTNUT ST
BOSTON, MA 02108

DUCHI KENNETH
JOAN M DUCHI
209 HUDSON ROAD
STOW, MA 01775

EFMC ASSOCIATES LIMITED
PARTNERSHIP
36 PARMENTER ROAD
HUDSON, MA 01749

EFMC ASSOCIATES LIMITED
PARTNERSHIP
36 PARMENTER ROAD
HUDSON, MA 01749

EFMC ASSOCIATES LIMITED
PARTNERSHIP
36 PARMENTER ROAD
HUDSON, MA 01749

STOW CONSERVATION TRUST, INC.
PO BOX 397
STOW, MA 01775

STOW CONSERVATION TRUST, INC.
P0 BOX 397
STOW, MA 01775

ALBANY ROAD-STOW LLC
155 FEDERAL ST, STE 1202
BOSTON, MA 02110

CPI RADANT TECHNOLOGIES DIV, INC
C/O COMMUNICATION & POWER
255 HUDSON RD
STOW, MA 01775

WHISPERING WOODS
HOMEOWNERS ASSC
2 SCHOOL ST
ACTON, MA 01720

STOW CONSERVATION TRUST, INC.
PO BOX 397
STOW, MA 01775

ASHLEY DEVELOPMENT LLC
2 SCHOOL ST
ACTON, 01720

GREYSTONE PAINTING CORP
180 GATES POND RD
BERLIN, MA 01503

KILMARTIN JEREMIAH
KILMARTIN CELESTE
190 MAPLE ST
STOW, MA 01775

MASSUCCI MARTIN M
MASSUCCI TABATHA A
89 KETTELL PLAIN ROAD
STOW, MA 01775

STEVENSON CHARLES N
STEVENSON JONI B
88 KETTELL PLAIN RD
STOW, MA 01775

BENTLEY BUILDING CORP
12 MURPHY DRIVE, SUITE 100
NASHUA, NH 03062

HAGERTY RYAN
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225 HUDSON RD
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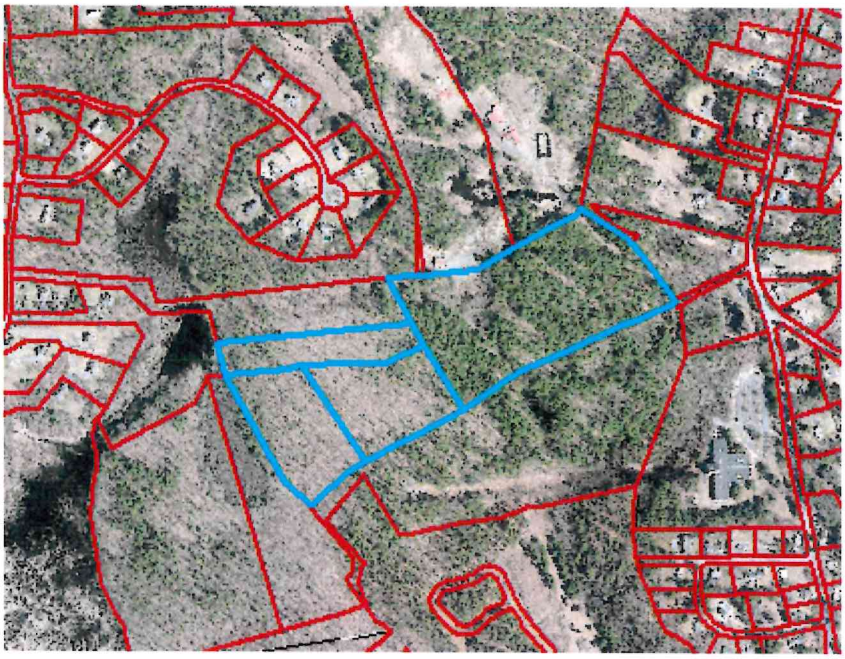

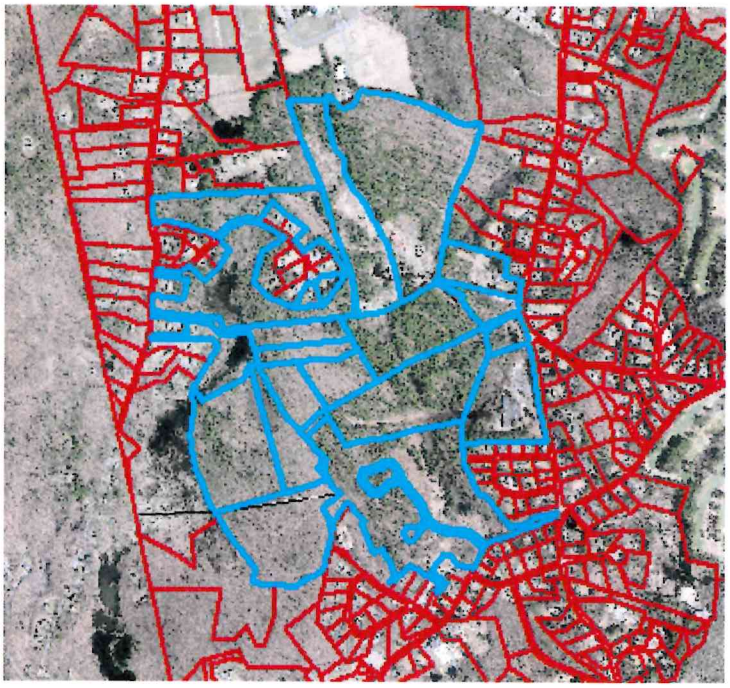

ABUTTERS LIST

0 Goshen Ln

MAP R2 **PARCELS** 1A,3,18,19

MAP/PARCEL	PROPERTY LOCATION		OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
000R-1 00064A	33	WALCOTT ST	BENTLEY BUILDING CORP		12 MURPHY DRIVE, SUITE 100	NASHUA	NH	03062	61592	591
000R-2 000002	225	HUDSON RD	HAGERTY RYAN	HAGERTY DAWN	225 HUDSON RD	STOW	MA	01775	69465	202
000R-2 000003	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000004	0	ATHENS ST	GALLAGHER III, GEORGE E. (TRUSTEE)	GOSHEN LANE REALTY TRUST	148 PARK ST	NORTH READING	MA	01864	73006	546
000R-2 000005	0	GOSHEN LN	GALLAGHER III, GEORGE E. (TRUSTEE)	GOSHEN LANE REALTY TRUST	148 PARK ST	NORTH READING	MA	01864	73006	546
000R-2 000006	217	HUDSON RD	ATHENS STREET REALTY TRUST	D BRUCE WHEELER TRUSTEE	142 CHESTNUT ST	BOSTON	MA	02108	73077	274
000R-2 000007	209	HUDSON RD	DUCHI KENNETH	JOAN M DUCHI	209 HUDSON ROAD	STOW	MA	01775	26225	466
000R-2 000018	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000019	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 00001A	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 00001B	0	GOSHEN LN	STOW CONSERVATION TRUST, INC.		PO BOX 397	STOW	MA	01775	51808	87
000R-2 000020	0	MAPLE ST	STOW CONSERVATION TRUST, INC.		P0 BOX 397	STOW	MA	01775	44599	206
000R-2 0001-1	255	HUDSON RD	ALBANY ROAD-STOW LLC		155 FEDERAL ST, STE 1202	BOSTON	MA	02110	78929	340
000R-2 0001-2	0	HUDSON RD	CPI RADANT TECHNOLOGIES DIVISION INC	C/O COMMUNICATION & POWER INDS LLC	255 HUDSON RD	STOW	MA	01775	63908	529
000R-2 00016D	0	KETTELL PLAIN RD	WHISPERING WOODS HOMEOWNERS ASSC		2 SCHOOL ST	ACTON	MA	01720	30437	16
000R-2 00019A	0	GOSHEN LN	STOW CONSERVATION TRUST, INC.		PO BOX 397	STOW	MA	01775	51808	87
000R-2 0016-3	OFF	KETTELL PLAIN RD	ASHLEY DEVELOPMENT LLC		2 SCHOOL ST	ACTON		01720	30437	16
000R-2 0020-7	0	MAPLE ST	GREYSTONE PAINTING CORP		180 GATES POND RD	BERLIN	MA	01503	64918	352
000R-2 0020-9	190	MAPLE ST	KILMARTIN JEREMIAH	KILMARTIN CELESTE	190 MAPLE ST	STOW	MA	01775	68045	299
000R-2 16A-11	89	KETTELL PLAIN RD	MASSUCCI MARTIN M	MASSUCCI TABATHA A	89 KETTELL PLAIN ROAD	STOW	MA	01775	31843	49
000R-2 16A-12	88	KETTELL PLAIN RD	STEVENSON CHARLES N	STEVENSON JONI B	88 KETTELL PLAIN RD	STOW	MA	01775	38530	354

Certified by the Stow Board of Assessors: _____

Stuart Carter, MAA

Date Certified or Re-Certified: 6/3/22

Ft: 300

Town of Stow
BOARD OF ASSESSORS
380 Great Road
Stow, Massachusetts 01775-1122
(978) 897-4597
Email: Assessors2@Stow-MA.gov

REQUEST FOR CERTIFIED ABUTTERS' LIST

Date of Request: 6/2/22

Property Owner: George Gallagher, III, Goshen Lane Realty Trust

Property Location: Athens ~~Road~~ STREET & GOSHEN LN

Parcel ID: (Map & Lot): Map R02, Lots: 4 & 5

Requesting Board: Planning Board

Requestor Information:

Name: Aidan Schlotman

Mailing Address: 100 Main Street, Acton, MA, 01720

Email address: abs@stamskiandmcnary.com

Phone Number: 978-263-8585 x218

FEE: $20.00 for first 20 abutters or less:
PLUS: $1.00 per abutter above 20 entries and $2.00 per sheet of labels.

Assessors' Office Use Only:

Deposit: $ _____ Cash ☐ Check ☐ (check # _____)

Addt'l Fee: $ 93 – Cash ☐ Check ☐ (check # _____)

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The list is valid for 90 days from the date of Certification.
Applications submitted without all necessary information may be returned for completion.

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

ATHENS STREET REALTY TRUST
D BRUCE WHEELER TRUSTEE
142 CHESTNUT ST
BOSTON, MA 02108

DUCHI KENNETH
JOAN M DUCHI
209 HUDSON ROAD
STOW, MA 01775

JAMES AND KATHERINE WOOD LT
WOOD MAURICE J S & KATHERINE J T
147 HUDSON ROAD
STOW, MA 01775

HALPERN JOHN H
143 HUDSON RD
STOW, MA 01775

EFMC ASSOCIATES LIMITED
PARTNERSHIP
36 PARMENTER ROAD
HUDSON, MA 01749

WHISPERING WOODS
HOMEOWNERS ASSC
2 SCHOOL ST
ACTON, MA 01720

ASHLEY DEVELOPMENT LLC
2 SCHOOL ST
ACTON, MA 01720

GREYSTONE PAINTING CORP
180 GATES POND RD
BERLIN, MA 01503

PHOENIX DANIEL J
199 HUDSON RD
STOW, MA 01775

MAHESHWARAM SRUTHI
VADLA SHIVA PRASAD
197 HUDSON RD
STOW, MA 01775

TANG CAILIN
SHI HONGYUE
155 HUDSON ROAD
STOW, MA 01775

RICKETTS ROBERT J
RICKETTS BENITA C
68 KETTELL PLAIN RD
STOW, MA 01775

STEVENSON CHARLES N
STEVENSON JONI B
88 KETTELL PLAIN RD
STOW, MA 01775

AOUN CHARLES M
AOUN ELIZABETH P
84 KETTLE PLAIN RD
STOW, MA 01775

AJGAONKAR KAMLAKAR D
AJGAONKAR VIRA
78 KETTELL PLAIN ROAD
STOW, MA 01775

BOSE CORPORATION
THE MOUNTAIN MS#6B1
FRAMINGHAM, MA 01701

TOWN OF STOW
380 GREAT RD
STOW, MA 01775

FULFORD, ADAM
FULFORD, LESLEY
114 MAPLE ST
STOW, MA 01775

MOSELEY PHILIP B & ELIZABETH A TR
KETTELL FARM REALTY TRUST
32 MAPLE ST
STOW, MA 01775

TERRY, RUTH A. P.
14 ARBOR GLEN DR
STOW, MA 01775

MCDONNELL EILEEN T
16 ARBOR GLEN DR UNIT 2
STOW, MA 01775

WIECHMANN TERRY
18 ARBOR GLEN DR
STOW, MA 01775

LEVEY SANFORD
LEVEY JANICE
20 ARBOR GLEN DR UNIT 4
STOW, MA 01775

MCMAHON NANCY R
22 ARBOR GLEN UNIT 5
STOW, MA 01775

DELUTY ANN L LIVING TRUST
DELUTY ANN L TTE
24 ARBOR GLEN DRIVE
STOW, MA 01775

CHABOT RICHARD L
CHABOT ANNE J
26 ARBOR GLEN
STOW, MA 01775

JOHNSON FAMILY REVOCABLE TRUST
JOHNSON FREDERICK C & JOAN A TRS
28 ARBOR GLEN DRIVE
STOW, MA 01775

SACK, DANIEL J.
SACK, SALLY A.
30 ARBOR GLEN DR
STOW, MA 01775

MURPHY CHARLES H REV LIVING TR
MURPHY CHARLES H TRUSTEE
26080 MANDEVILLA DR
BONITA SPRINGS, FL 34134

VANO DENNIS A
VANO PATRICIA A
42 ARBOR GLEN DR
STOW, MA 01775

SAMSON FAMILY TRUST
SAMSON SHELLIM P & JUDITH S
48 HEATHER LN UNIT 18
STOW, MA 01775

BURROUGHS, LORA
56 HEATHER LN
STOW, MA 01775

SULLIVAN JOHN J 2012 TRUST
SULLIVAN JOHN J TRUSTEE
1 CARLTON DR
ACTON, MA 01720

59-27 HEATHER LANE NOM. TRUST
STALLARD DAVID V & ELIZABETH
59 HEATHER LN UNIT 27
STOW, MA 01775

VASSILOVSKI AMIEL
VASSILOVSKI JUDITH
51 HEATHER LANE
STOW, MA 01775

BERNARD NANCY M REV TRUST
BERNARD NANCY M, TTEE
45 HEATHER LANE
STOW, MA 01775

SHAOSONG ZHANG
35 HEATHER LN
STOW, MA 01775

STREFF, CHARLES EDWARD (LE)
SPRING, MEGHAN
32 ARBOR GLEN DR
STOW, MA 01775

AARONSON, CHARLES D.
AARONSON, ANGELA JOY
38 ARBOR GLEN DR
STOW, MA 01775

GRAVES ELAINE M
44 ARBOR GLEN DR UNIT 16
STOW, MA 01775

MUZERALL, KATHY
50 HEATHER LN
STOW, MA 01775

LEE HOFFMAN
58 HEATHER LN
STOW, MA 01775

CREMMEN, SANDRA F. TRUSTEE
CREMMEN, RICHARD M. TRUSTEE
63 HEATHER LN
STOW, MA 01775

FROBERG NAN M
FROBERG WILLIAM
55 HEATHER LANE
STOW, MA 01775

MYERS FAMILY LIVING TRUST
MYERS FREDERICK J & THECKLA F
PO BOX 845
STOW, MA 01775

ROBERT & SHIELA LEAONARD LIV TR
LEONARD ROBERT E & SHEILA-BETH
39 HEATHER LN UNIT 34
STOW, MA 01775

HEBERT LORNA
33 HEATHER LN
STOW, MA 01775

HEYDT MITCHELL A
HEYDT KATHLEEN L
34 ARBOR GLEN DR UNIT 11
STOW, MA 01775

MASCOTT CHARLES G
DENATALE CLAIRE
40 ARBOR GLEN DRIVE UNIT 14
STOW, MA 01775

PEDUZZI, ANNIE C. (TRUSTEE)
ANNIE C. PEDUZZI FAMILY TRUST
46 ARBOR GLEN DR
STOW, MA 01775

VERSOI, THOMAS D.
54 HEATHER LN
STOW, MA 01775

DELANEY BARBARA M
62 HEATHER LANE
STOW, MA 01775

PITHIS KONSTADINOS
PITHIS NANCY
61 HEATHER LANE UNIT #26
STOW, MA 01775

SCHNARE ANN M
53 HEATHER LANE UNIT 29
STOW, MA 01775

GANNON TRUST
GANNON MARCIA S TRUSTEE
47 HEATHER LANE UNIT 32
STOW, MA 01775

HOLBROOK CAROLYN L & JOHN (LE)
HEATHER LANE REALTY TRUST
PO BOX 253
STOW, MA 01775

ISAAC DEBRA SPAINHOWER
31 HEATHER LANE
STOW, MA 01775

MARTIN THE CLIFFORD D REV TRUST
MARTIN CLIFFORD D TRUSTEE
29 HEATHER LANE UNIT 39
STOW, MA 01775

OWENS MARTIN F TRUST
OWENS M & WOLFENDEN B (TTEES)
23 HEATHER LN UNIT 42
STOW, MA 01775

KUSTOM DOLORES LIVING TRUST
KUSTOM DOLORES C TRUSTEE
15 HEATHER LANE UNIT 45
STOW, MA 01775

DILANNI, JOHN D.
DILANNI, KIMBERLY
14 HEATHER LN
STOW, MA 01775

ALICE L MORTENSON
22 HEATHER LN
STOW, MA 01775

GIBNEY MARY G
30 HEATHER LN UNIT 54
STOW, MA 01775

CONNER CHRISTINE
38 HEATHER LN UNIT 57
STOW, MA 01775

PARELLO RONALD R
PARELLO KATHLEEN J
31 ARBOR GLEN DR UNIT 60
STOW, MA 01775

GAULT, GERALD G, SR. & CAROL A.
GERALD AND CAROL GAULT LIV TRUST
25 ARBOR GLEN DR
STOW, MA 01775

CHEN HOCHIN
CHEN CHAOTUNG
19 ARBOR GLEN DR
STOW, MA 01775

SCHAUBHUT RALPH GORDON
SCHAUBHUT KAREN A
27 HEATHER LANE UNIT 40
STOW, MA 01775

BOULEY WILLIAM & LOUISE (LE)
NATHAN & GRETA BOULEY (TTEES)
19 HEATHER LN
STOW, MA 01775

TRASK PETER M
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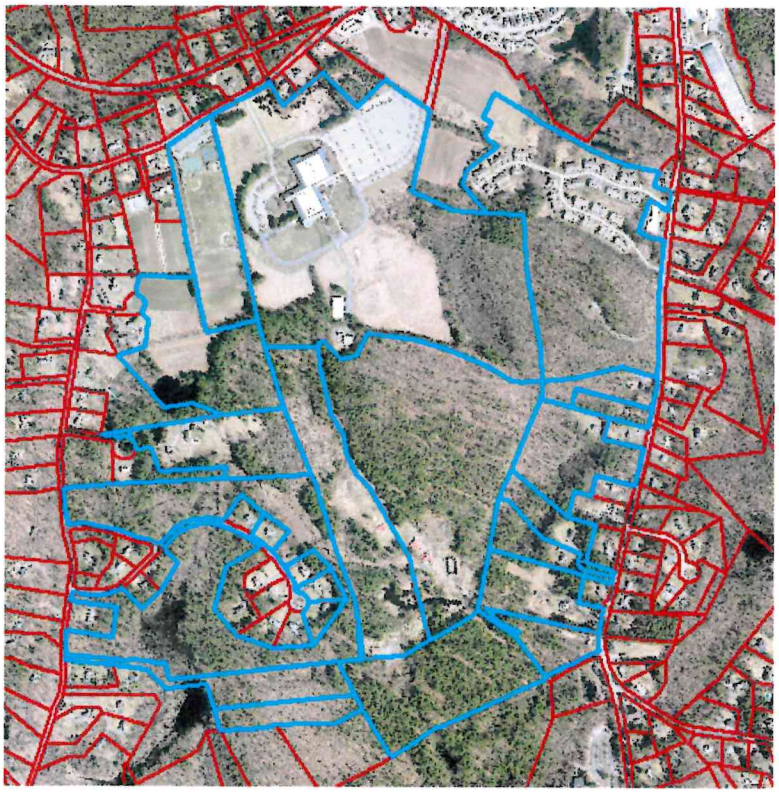

ABUTTERS LIST

0 Athens St, 0 Goshen Ln

MAP U2 **PARCELS** 4,5

MAP/PARCEL	PROPERTY LOCATION		OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
000R-2 000003	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000004	0	ATHENS ST	GALLAGHER III, GEORGE E. (TRUSTEE)	GOSHEN LANE REALTY TRUST	148 PARK ST	NORTH READING	MA	01864	73006	546
000R-2 000005	0	GOSHEN LN	GALLAGHER III, GEORGE E. (TRUSTEE)	GOSHEN LANE REALTY TRUST	148 PARK ST	NORTH READING	MA	01864	73006	546
000R-2 000006	217	HUDSON RD	ATHENS STREET REALTY TRUST	D BRUCE WHEELER TRUSTEE	142 CHESTNUT ST	BOSTON	MA	02108	73077	274
000R-2 000007	209	HUDSON RD	DUCHI KENNETH	JOAN M DUCHI	209 HUDSON ROAD	STOW	MA	01775	26225	466
000R-2 000014	147	HUDSON RD	THE JAMES AND KATHERINE WOOD LT U/A	WOOD MAURICE J S & KATHERINE J TTES	147 HUDSON ROAD	STOW	MA	01775	71749	332
000R-2 000015	143	HUDSON RD	HALPERN JOHN H		143 HUDSON RD	STOW	MA	01775	39957	578
000R-2 000018	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 00016D	0	KETTELL PLAIN RD	WHISPERING WOODS HOMEOWNERS ASSC		2 SCHOOL ST	ACTON	MA	01720	30437	16
000R-2 0016-3	OFF	KETTELL PLAIN RD	ASHLEY DEVELOPMENT LLC		2 SCHOOL ST	ACTON	MA	01720	30437	16
000R-2 0020-7	0	MAPLE ST	GREYSTONE PAINTING CORP		180 GATES POND RD	BERLIN	MA	01503	64918	352
000R-2 010A-1	199	HUDSON RD	PHOENIX DANIEL J		199 HUDSON RD	STOW	MA	01775	61724	134
000R-2 010A-2	197	HUDSON RD	MAHESHWARAM SRUTHI	VADLA SHIVA PRASAD	197 HUDSON RD	STOW	MA	01775	69598	317
000R-2 010A-3	155	HUDSON RD	TANG CAILIN	SHI HONGYUE	155 HUDSON ROAD	STOW	MA	01775	57297	396
000R-2 016A-6	68	KETTELL PLAIN RD	RICKETTS ROBERT J	RICKETTS BENITA C	68 KETTELL PLAIN RD	STOW	MA	01775	51877	399
000R-2 16A-12	88	KETTELL PLAIN RD	STEVENSON CHARLES N	STEVENSON JONI B	88 KETTELL PLAIN RD	STOW	MA	01775	38530	354
000R-2 16A-13	84	KETTELL PLAIN RD	AOUN CHARLES M	AOUN ELIZABETH P	84 KETTLE PLAIN RD	STOW	MA	01775	69201	407
000R-2 16A-14	78	KETTELL PLAIN RD	AJGAONKAR KAMLAKAR D	AJGAONKAR VIRA	78 KETTELL PLAIN ROAD	STOW	MA	01775	32036	94
000R-3 000016	688	GREAT RD	BOSE CORPORATION		THE MOUNTAIN MS#6B1	FRAMINGHAM	MA	01701	41641	546
000R-3 000018	60	OLD BOLTON RD	TOWN OF STOW		380 GREAT RD	STOW	MA	01775	51241	481
000R-3 00027A*	114	MAPLE ST	FULFORD, ADAM	FULFORD, LESLEY	114 MAPLE ST	STOW	MA	01775	79752	299
000R-3 023B-3	OFF	MAPLE ST	MOSELEY PHILIP B & ELIZABETH A TR	KETTELL FARM REALTY TRUST	32 MAPLE ST	STOW	MA	01775	31197	461
00R-10 00001G	14	ARBOR GLEN DR	TERRY, RUTH A. P.		14 ARBOR GLEN DR	STOW	MA	01775	75586	512
00R-10 00002G	16	ARBOR GLEN DR	MCDONNELL EILEEN T		16 ARBOR GLEN DR UNIT 2	STOW	MA	01775	50910	267
00R-10 00003G	18	ARBOR GLEN DR	WIECHMANN TERRY		18 ARBOR GLEN DR	STOW	MA	01775	71816	267
00R-10 00004G	20	ARBOR GLEN DR	LEVEY SANFORD	LEVEY JANICE	20 ARBOR GLEN DR UNIT 4	STOW	MA	01775	65801	201
00R-10 00005G	22	ARBOR GLEN DR	MCMAHON NANCY R		22 ARBOR GLEN UNIT 5	STOW	MA	01775	50072	429
00R-10 00006G	24	ARBOR GLEN DR	DELUTY ANN L LIVING TRUST	DELUTY ANN L TTE	24 ARBOR GLEN DRIVE	STOW	MA	01775	72836	580
00R-10 00007G	26	ARBOR GLEN DR	CHABOT RICHARD L	CHABOT ANNE J	26 ARBOR GLEN	STOW	MA	01775	70836	305
00R-10 00008G	28	ARBOR GLEN DR	JOHNSON FAMILY REVOCABLE TRUST	JOHNSON FREDERICK C & JOAN A TRS	28 ARBOR GLEN DRIVE	STOW	MA	01775	66345	88
00R-10 00009G	30	ARBOR GLEN DR	SACK, DANIEL J.	SACK, SALLY A.	30 ARBOR GLEN DR	STOW	MA	01775	75878	59
00R-10 00010G	32	ARBOR GLEN DR	STREFF, CHARLES EDWARD (LIFE EST.)	SPRING, MEGHAN	32 ARBOR GLEN DR	STOW	MA	01775	72471	205
00R-10 00011G	34	ARBOR GLEN DR	HEYDT MITCHELL A	HEYDT KATHLEEN L	34 ARBOR GLEN DR UNIT 11	STOW	MA	01775	63051	198
00R-10 00012G	36	ARBOR GLEN DR	MURPHY CHARLES H REVOCABLE LIVING TR	MURPHY CHARLES H TRUSTEE	26080 MANDEVILLA DR	BONITA SPRINGS	FL	34134	62897	9
00R-10 00013G	38	ARBOR GLEN DR	AARONSON, CHARLES D.	AARONSON, ANGELA JOY	38 ARBOR GLEN DR	STOW	MA	01775	75103	38
00R-10 00014G	40	ARBOR GLEN DR	MASCOTT CHARLES G	DENATALE CLAIRE	40 ARBOR GLEN DRIVE UNIT 14	STOW	MA	01775	70443	174
00R-10 00015G	42	ARBOR GLEN DR	VANO DENNIS A	VANO PATRICIA A	42 ARBOR GLEN DR	STOW	MA	01775	71961	347
00R-10 00016G	44	ARBOR GLEN DR	GRAVES ELAINE M		44 ARBOR GLEN DR UNIT 16	STOW	MA	01775	51895	49
00R-10 00017G	46	ARBOR GLEN DR	PEDUZZI, ANNIE C. (TRUSTEE)	ANNIE C. PEDUZZI FAMILY TRUST	46 ARBOR GLEN DR	STOW	MA	01775	77979	521
00R-10 00018G	48	HEATHER LN	SAMSON FAMILY TRUST	SAMSON SHELLIM P & JUDITH S	48 HEATHER LN UNIT 18	STOW	MA	01775	66185	288
00R-10 00019G	50	HEATHER LN	MUZERALL, KATHY		50 HEATHER LN	STOW	MA	01775	77932	225
00R-10 00020G	54	HEATHER LN	VERSOI, THOMAS D.		54 HEATHER LN	STOW	MA	01775	77102	124
00R-10 00021G	56	HEATHER LN	BURROUGHS, LORA		56 HEATHER LN	STOW	MA	01775	75393	357
00R-10 00022G	58	HEATHER LN	LEE HOFFMAN		58 HEATHER LN	STOW	MA	01775	73823	220
00R-10 00023G	62	HEATHER LN	DELANEY BARBARA M		62 HEATHER LANE	STOW	MA	01775	54178	24

Certified by the Stow Board of Assessors: _____ **Date Certified or Re-Certified:** 6/3/22 **Ft:** 300

Stuart Carter, MAA

ABUTTERS LIST

0 Athens St, 0 Goshen Ln

MAP U2 **PARCELS** 4,5

00R-10 00024G	64	HEATHER LN	SULLIVAN JOHN J 2012 TRUST	SULLIVAN JOHN J TRUSTEE	1 CARLTON DR	ACTON	MA	01720	66759	96
00R-10 00025G	63	HEATHER LN	CREMMEN, SANDRA F. & CREMMEN, RICHARI	SANDRA F. CREMMEN REVOCABLE TRUST	63 HEATHER LN	STOW	MA	01775	74247	23
00R-10 00026G	61	HEATHER LN	PITHIS KONSTADINOS	PITHIS NANCY	61 HEATHER LANE UNIT #26	STOW	MA	01775	65740	284
00R-10 00027G	59	HEATHER LN	59-27 HEATHER LANE NOMINEE TRUST	STALLARD DAVID V & ELIZABETH G TRS	59 HEATHER LN UNIT 27	STOW	MA	01775	5779	382
00R-10 00028G	55	HEATHER LN	FROBERG NAN M	FROBERG WILLIAM	55 HEATHER LANE	STOW	MA	01775	71835	566
00R-10 00029G	53	HEATHER LN	SCHNARE ANN M		53 HEATHER LANE UNIT 29	STOW	MA	01775	55304	573
00R-10 00030G	51	HEATHER LN	VASSILOVSKI AMIEL	VASSILOVSKI JUDITH	51 HEATHER LANE	STOW	MA	01775	70915	358
00R-10 00031G	49	HEATHER LN	MYERS FAMILY LIVING TRUST	MYERS FREDERICK J & THECKLA F MYERS TRS	PO BOX 845	STOW	MA	01775	70590	360
00R-10 00032G	47	HEATHER LN	GANNON TRUST	GANNON MARCIA S TRUSTEE	47 HEATHER LANE UNIT 32	STOW	MA	01775	55134	138
00R-10 00033G	45	HEATHER LN	BERNARD NANCY M REV TRUST	BERNARD NANCY M, TTEE	45 HEATHER LANE	STOW	MA	01775	71991	71
00R-10 00034G	39	HEATHER LN	LEONARD THE ROBERT & SHIELA LIVING TR	LEONARD ROBERT E & SHEILA-BETH TRS	39 HEATHER LN UNIT 34	STOW	MA	01775	61796	230
00R-10 00035G	37	HEATHER LN	HOLBROOK CAROLYN L LE & JOHN A LE	HEATHER LANE REALTY TRUST	PO BOX 253	STOW	MA	01775	52102	24
00R-10 00036G	35	HEATHER LN	SHAOSONG ZHANG		35 HEATHER LN	STOW	MA	01775	72966	316
00R-10 00037G	33	HEATHER LN	HEBERT LORNA		33 HEATHER LN	STOW	MA	01775	58932	352
00R-10 00038G	31	HEATHER LN	ISAAC DEBRA SPAINHOWER		31 HEATHER LANE	STOW	MA	01775	72171	46
00R-10 00039G	29	HEATHER LN	MARTIN THE CLIFFORD D REVOCABLE TRUST	MARTIN CLIFFORD D TRUSTEE	29 HEATHER LANE UNIT 39	STOW	MA	01775	66899	266
00R-10 00040G	27	HEATHER LN	SCHAUBHUT RALPH GORDON	SCHAUBHUT KAREN A	27 HEATHER LANE UNIT 40	STOW	MA	01775	69882	497
00R-10 00041G	25	HEATHER LN	BELTZ PHILIP R	BELTZ SHIRLEY J	25 HEATHER LN UNIT 41	STOW	MA	01775	68253	122
00R-10 00042G	23	HEATHER LN	OWENS MARTIN F TRUST	OWENS M & WOLFENDEN B (TTEES)	23 HEATHER LN UNIT 42	STOW	MA	01775	52903	522
00R-10 00043G	19	HEATHER LN	BOULEY WILLIAM & LOUISE LE	BOULEY REALTY TR NATHAN & GRETA TRS	19 HEATHER LN	STOW	MA	01775	54089	287
00R-10 00044G	17	HEATHER LN	MARTUCCI ANN MARIE	OSGOOD EDWARD F JR	17 HEATHER LN UNIT 44	STOW	MA	01775	53684	4
00R-10 00045G	15	HEATHER LN	KUSTOM DOLORES LIVING TRUST	KUSTOM DOLORES C TRUSTEE	15 HEATHER LANE UNIT 45	STOW	MA	01775	66353	413
00R-10 00046G	10	HEATHER LN	TRASK PETER M	TRASK JEANNE M	10 HEATHER LN	STOW	MA	01775	62869	341
00R-10 00047G	12	HEATHER LN	BOMBARDIERI ROCCO A	BOMBARDIERI MERLE A	12 HEATHER LN UNIT 47	STOW	MA	01775	60548	579
00R-10 00048G	14	HEATHER LN	DILANNI, JOHN D.	DILANNI, KIMBERLY	14 HEATHER LN	STOW	MA	01775	79031	473
00R-10 00049G	18	HEATHER LN	MOLA FAMILY TRUST	MASON CHRISTINE & MOLA FRANK M TRS	18 HEATHER LN UNIT 49	STOW	MA	01775	54028	360
00R-10 00050G	20	HEATHER LN	CAROL ANN BAER		20 HEATHER LN	STOW	MA	01775	73422	520
00R-10 00051G	22	HEATHER LN	ALICE L MORTENSON		22 HEATHER LN	STOW	MA	01775	73410	297
00R-10 00052G	26	HEATHER LN	COUGHLIN JR., THOMAS J.		9 BROOK MILL RD	STOW	MA	01775	77043	44
00R-10 00053G	28	HEATHER LN	ROWAN JOSEPH P	ROWAN ELIZABETH M	28 HEATHER LANE	STOW	MA	01775	72400	494
00R-10 00054G	30	HEATHER LN	GIBNEY MARY G		30 HEATHER LN UNIT 54	STOW	MA	01775	70336	61
00R-10 00055G	34	HEATHER LN	SCHWARTZ, RICHARD NEAL	SCHWARTZ, ANA LUISA	34 HEATHER LN	STOW	MA	01775	77896	195
00R-10 00056G*	36	HEATHER LN	BUMPUS, KATHRYN		36 HEATHER LANE	STOW	MA	01775	79762	257
00R-10 00057G	38	HEATHER LN	CONNER CHRISTINE		38 HEATHER LN UNIT 57	STOW	MA	01775	69646	566
00R-10 00058G	35	ARBOR GLEN DR	HATCH LAURENE, TTE	HATCH LAURENE S NOMINEE TRUST NO 1	35 ARBOR GLEN DRIVE	STOW	MA	01775	72618	391
00R-10 00059G	33	ARBOR GLEN DR	BARRETT DAVID M	BARRETT MARY T	33 ARBOR GLEN DR UNIT 59	STOW	MA	01775	51513	171
00R-10 00060G	31	ARBOR GLEN DR	PARELLO RONALD R	PARELLO KATHLEEN J	31 ARBOR GLEN DR UNIT 60	STOW	MA	01775	52151	275
00R-10 00061G	29	ARBOR GLEN DR	ROBERTS LARA		29 ARBOR GLEN DR	STOW	MA	01775	72584	338
00R-10 00062G	27	ARBOR GLEN DR	LUZ, ROBERT	LUZ, ANN	27 ARBOR GLEN DR	STOW	MA	01775	74359	118
00R-10 00063G	25	ARBOR GLEN DR	GAULT, GERALD G, SR. & CAROL A. (TTEES)	GERALD AND CAROL GAULT LIVING TRUST	25 ARBOR GLEN DR	STOW	MA	01775	79077	383
00R-10 00064G	23	ARBOR GLEN DR	RAFFA JAMES N	RAFFA BARBARA J	23 ARBOR GLEN DR UNIT 64	STOW	MA	01775	50053	185
00R-10 00065G	21	ARBOR GLEN DR	SHEEHAN ELAINE P		21 ARBOR GLEN DR UNIT 65	STOW	MA	01775	67466	487
00R-10 00066G	19	ARBOR GLEN DR	CHEN HOCHIN	CHEN CHAOTUNG	19 ARBOR GLEN DR	STOW	MA	01775	65746	104
00R-10 056-1A	OFF	HUDSON RD	ARBOR GLEN CONDOMINIUM		HUDSON RD	STOW	MA	01775	49887	511
* RECENT SALES										

Certified by the Stow Board of Assessors: _____

Stuart Carter, MAA

Date Certified or Re-Certified: 6/3/22

Ft: 300

Town of Stow
BOARD OF ASSESSORS
380 Great Road
Stow, Massachusetts 01775-1122
(978) 897-4597
Email: Assessors2@Stow-MA.gov

REQUEST FOR CERTIFIED ABUTTERS' LIST

Date of Request: 6/2/22

Property Owner: Greystone Painting Corp.

Property Location: Athens Street

Parcel ID: (Map & Lot): Map R02, Map 20-7

Requesting Board: Planning Board

Requestor Information:

Name: Aidan Schlotman

Mailing Address: 1000 Main Street, Acton, MA, 01720

Email address: abs@stamskiandmcnary.com

Phone Number: 978-263-8585 x218

FEE: $20.00 for first 20 abutters or less:
PLUS: $1.00 per abutter above 20 entries and $2.00 per sheet of labels.

Assessors' Office Use Only:

Deposit: $ _____ **Cash** ☐ **Check** ☐ (check # _____)

Addt'l Fee: $ 24 **Cash** ☐ **Check** ☐ (check # _____)

The Board of Assessors has 10 business days to provide all Certified Lists of Abutters.
The list is valid for 90 days from the date of Certification.
Applications submitted without all necessary information may be returned for completion.

11/2020

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

STOW CONSERVATION TRUST, INC.
PO BOX 397
STOW, MA 01775

WHISPERING WOODS
(HOMEOWNERS ASSOC)
2 SCHOOL ST
ACTON, MA 01720

STOW CONSERVATION TRUST, INC.
PO BOX 397
STOW, MA 01775

LOBONO CHRISTOPHER B
LOBONO EMILY C
168 MAPLE ST
STOW, MA 01775

ASHLEY DEVELOPMENT LLC
2 SCHOOL ST
ACTON, 01720

KAREN L DORHAMER-FADDEN, ET AL
189 MAPLE ST
STOW, MA 01775

GREYSTONE PAINTING CORP
180 GATES POND RD
BERLIN, MA 01503

BELIDA RONALD P
MIKOLAJCZYK THOMAS E
188 MAPLE STREET
STOW, MA 01775

KILMARTIN JEREMIAH
KILMARTIN CELESTE
190 MAPLE ST
STOW, MA 01775

COLON OSORIO FERNANDO
LAURIE A MARGOLIS
185 MAPLE ST
STOW, MA 01775

BOYLE JOHN P
LUCAS SUSAN H
175 MAPLE STREET
STOW, MA 01775

MCKEAG THOMAS H
ANNE M MCKEAG
167 MAPLE STREET
STOW, MA 01775

DOBBINS KARA J
DOBBINS KENNETH R II
85 KETTLE PLAIN ROAD
STOW, MA 01775

GIOVINAZZO PAUL S
GIOVINAZZO DEBRA J
194 MAPLE ST
STOW, MA 01775

FORRESTALL, MATTHEW P.
FORRESTALL, CATHERINE B.
87 KETTELL PLAIN RD
STOW, MA 01775

MASSUCCI MARTIN M
MASSUCCI TABATHA A
89 KETTELL PLAIN ROAD
STOW, MA 01775

STEVENSON CHARLES N
STEVENSON JONI B
88 KETTELL PLAIN RD
STOW, MA 01775

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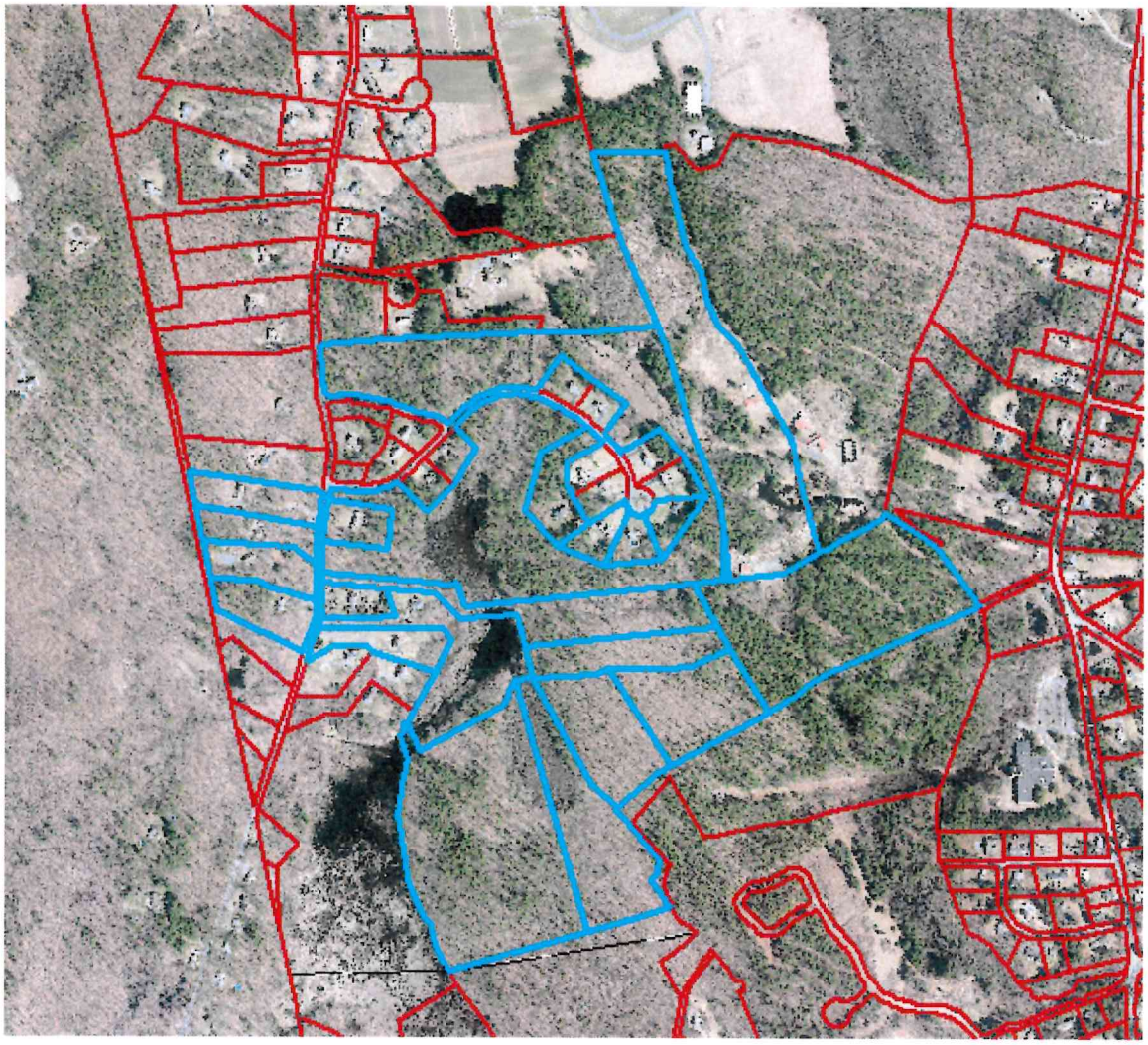
STOW, MA 01775



ABUTTERS LIST

0 Maple St

MAP R2 **PARCELS** 20-7

MAP/PARCEL	PROPERTY LOCATION		OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
000R-2 000003	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000005	0	GOSHEN LN	GALLAGHER III, GEORGE E. (TRUSTEE)	GOSHEN LANE REALTY TRUST	148 PARK ST	NORTH READING	MA	01864	73006	546
000R-2 000018	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000019	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 00001A	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000020	0	MAPLE ST	STOW CONSERVATION TRUST, INC.		P0 BOX 397	STOW	MA	01775	44599	206
000R-2 00016D	0	KETTELL PLAIN RD	WHISPERING WOODS HOMEOWNERS ASSC		2 SCHOOL ST	ACTON	MA	01720	30437	16
000R-2 00019A	0	GOSHEN LN	STOW CONSERVATION TRUST, INC.		PO BOX 397	STOW	MA	01775	51808	87
000R-2 0016-1	168	MAPLE ST	LOBONO CHRISTOPHER B	LOBONO EMILY C	168 MAPLE ST	STOW	MA	01775	54662	64
000R-2 0016-3	OFF	KETTELL PLAIN RD	ASHLEY DEVELOPMENT LLC		2 SCHOOL ST	ACTON		01720	30437	16
000R-2 0020-6	189	MAPLE ST	KAREN L DORHAMER-FADDEN INVEST TRUST	PATRICK L FADDEN INVEST TRUST; DORHAME	189 MAPLE ST	STOW	MA	01775	72320	108
000R-2 0020-7	0	MAPLE ST	GREYSTONE PAINTING CORP		180 GATES POND RD	BERLIN	MA	01503	64918	352
000R-2 0020-8	188	MAPLE ST	BELIDA RONALD P	MIKOLAJCZYK THOMAS E	188 MAPLE STREET	STOW	MA	01775	27805	346
000R-2 0020-9	190	MAPLE ST	KILMARTIN JEREMIAH	KILMARTIN CELESTE	190 MAPLE ST	STOW	MA	01775	68045	299
000R-2 0023-3	185	MAPLE ST	COLON OSORIO FERNANDO	LAURIE A MARGOLIS	185 MAPLE ST	STOW	MA	01775	15564	578
000R-2 0023-4	175	MAPLE ST	BOYLE JOHN P	LUCAS SUSAN H	175 MAPLE STREET	STOW	MA	01775	31312	284
000R-2 0023-5	167	MAPLE ST	MCKEAG THOMAS H	ANNE M MCKEAG	167 MAPLE STREET	STOW	MA	01775	20178	506
000R-2 016A-7	85	KETTELL PLAIN RD	DOBBINS KARA J	DOBBINS KENNETH R II	85 KETTLE PLAIN ROAD	STOW	MA	01775	60497	322
000R-2 020-10	194	MAPLE ST	GIOVINAZZO PAUL S	GIOVINAZZO DEBRA J	194 MAPLE ST	STOW	MA	01775	29375	478
000R-2 16A-10	87	KETTELL PLAIN RD	FORRESTALL, MATTHEW P.	FORRESTALL, CATHERINE B.	87 KETTELL PLAIN RD	STOW	MA	01775	76162	249
000R-2 16A-11	89	KETTELL PLAIN RD	MASSUCCI MARTIN M	MASSUCCI TABATHA A	89 KETTELL PLAIN ROAD	STOW	MA	01775	31843	49
000R-2 16A-12	88	KETTELL PLAIN RD	STEVENSON CHARLES N	STEVENSON JONI B	88 KETTELL PLAIN RD	STOW	MA	01775	38530	354

Certified by the Stow Board of Assessors: _____

Stuart Carter, MAA

Date Certified or Re-Certified: 6/3/22

Ft: 300

Town of Stow
BOARD OF ASSESSORS
380 Great Road
Stow, Massachusetts 01775-1122
(978) 897-4597
Email: Assessors2@Stow-MA.gov

REQUEST FOR CERTIFIED ABUTTERS' LIST

Date of Request: 6/2/22

Property Owner: Bruce Wheeler, Athens Street, LLC

Property Location: ~~Athens Street~~ 217 HUDSON RD

Parcel ID: (Map & Lot): Map R02, Lot: 6

Requesting Board: Planning Board

Requestor Information:

Name: Aidan Schlotman

Mailing Address: 1000 Main Street, Acton, MA 01720

Email address: abs@stamskiandmcnary.com

Phone Number: 978-263-8585 x218

FEE: $20.00 for first 20 abutters or less:
PLUS: $1.00 per abutter above 20 entries and $2.00 per sheet of labels.

Assessors' Office Use Only:

Deposit: $ _____ Cash ☐ Check ☐ (check # _____)

Addt'l Fee: $ 24- Cash ☐ Check ☐ (check # _____)

The Board of Assessors has 10 business days to provide all Certified Lists of Abutters.
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Applications submitted without all necessary information may be returned for completion.

HAGERTY RYAN
HAGERTY DAWN
225 HUDSON RD
STOW, MA 01775

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

ATHENS STREET REALTY TRUST
D BRUCE WHEELER TRUSTEE
142 CHESTNUT ST
BOSTON, MA 02108

DUCHI KENNETH
JOAN M DUCHI
209 HUDSON ROAD
STOW, MA 01775

MURPHY BRIAN
203 HUDSON ROAD
STOW, MA 01775

CPI RADANT TECHNOLOGIES DIV. INC
C/O COMM. & POWER INDS LLC
255 HUDSON RD
STOW, MA 01775

CORNELL CHARLES A
ELIZABETH A CORNELL
206 HUDSON RD
STOW, MA 01775

BRYANT DAVID
SOUZA CRISTINA
210 HUDSON RD
STOW, MA 01775

SAUTA JAMES V
BETTY M SAUTA
218 HUDSON RD
STOW, MA 01775

MARCO COPPOLA
230 HUDSON RD
STOW, MA 01775

JOHNSON TREVOR C
JOHNSON KATHLEEN E
6 EDSON ST
STOW, MA 01775

HAGERTY RYAN
HAGERTY DAWN
225 HUDSON RD
STOW, MA 01775

EFMC ASSOCIATES LP
36 PARMENTER ROAD
HUDSON, MA 01749

GALLAGHER III, GEORGE E. (TRUSTEE)
GOSHEN LANE REALTY TRUST
148 PARK ST
NORTH READING, MA 01864

ATHENS STREET REALTY TRUST
D BRUCE WHEELER TRUSTEE
142 CHESTNUT ST
BOSTON, MA 02108

DUCHI KENNETH
JOAN M DUCHI
209 HUDSON ROAD
STOW, MA 01775

MURPHY BRIAN
203 HUDSON ROAD
STOW, MA 01775

CPI RADANT TECHNOLOGIES DIV. INC
C/O COMM. & POWER INDS LLC
255 HUDSON RD
STOW, MA 01775

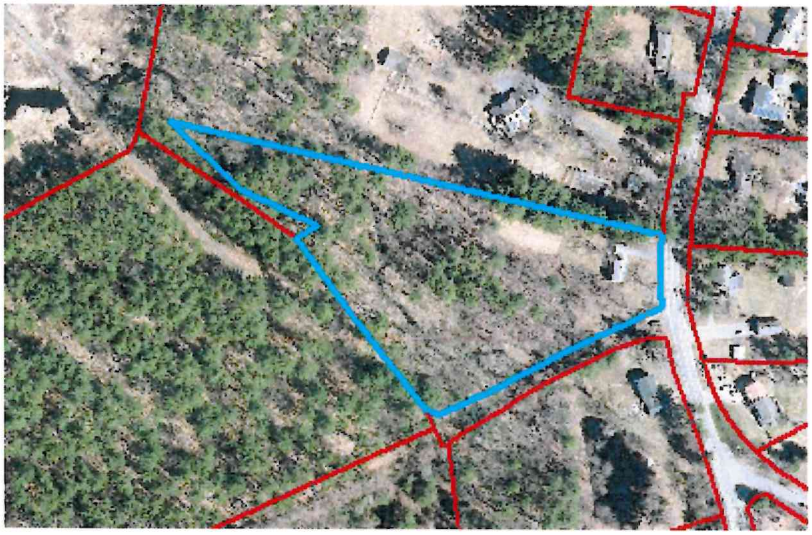
CORNELL CHARLES A
ELIZABETH A CORNELL
206 HUDSON RD
STOW, MA 01775

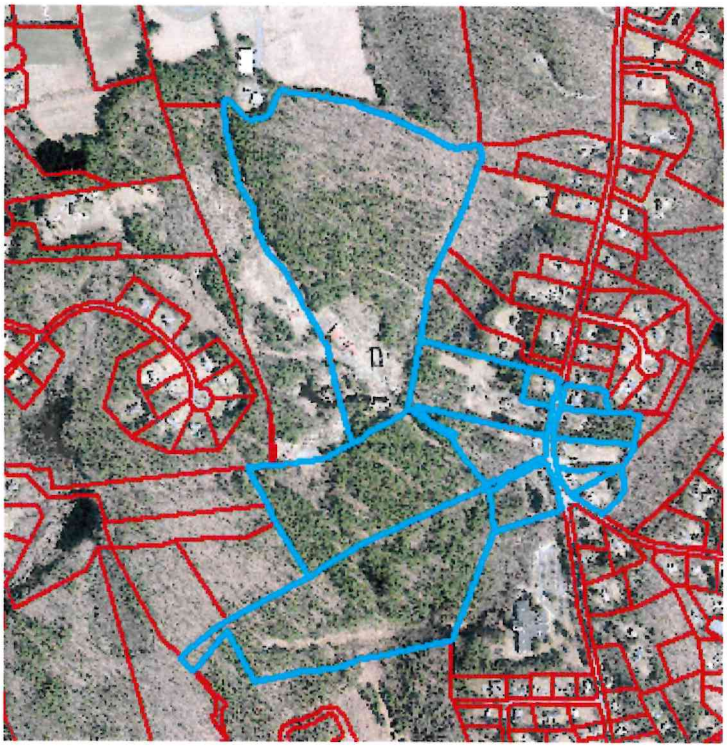
BRYANT DAVID
SOUZA CRISTINA
210 HUDSON RD
STOW, MA 01775

SAUTA JAMES V
BETTY M SAUTA
218 HUDSON RD
STOW, MA 01775

MARCO COPPOLA
230 HUDSON RD
STOW, MA 01775

JOHNSON TREVOR C
JOHNSON KATHLEEN E
6 EDSON ST
STOW, MA 01775





ABUTTERS LIST
217 Hudson Rd
MAP U2 PARCELS 6

MAP/PARCEL	PROPERTY LOCATION		OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
000R-2 000002	225	HUDSON RD	HAGERTY RYAN	HAGERTY DAWN	225 HUDSON RD	STOW	MA	01775	69465	202
000R-2 000003	0	GOSHEN LN	EFMC ASSOCIATES LIMITED PARTNERSHIP		36 PARMENTER ROAD	HUDSON	MA	01749	32202	295
000R-2 000004	0	ATHENS ST	GALLAGHER III, GEORGE E. (TRUSTEE)	GOSHEN LANE REALTY TRUST	148 PARK ST	NORTH READING	MA	01864	73006	546
000R-2 000006	217	HUDSON RD	ATHENS STREET REALTY TRUST	D BRUCE WHEELER TRUSTEE	142 CHESTNUT ST	BOSTON	MA	02108	73077	274
000R-2 000007	209	HUDSON RD	DUCHI KENNETH	JOAN M DUCHI	209 HUDSON ROAD	STOW	MA	01775	26225	466
000R-2 000009	203	HUDSON RD	MURPHY BRIAN		203 HUDSON ROAD	STOW	MA	01775	72776	24
000R-2 0001-2	0	HUDSON RD	CPI RADANT TECHNOLOGIES DIVISION INC	C/O COMMUNICATION & POWER INDS LLC	255 HUDSON RD	STOW	MA	01775	63908	529
00R-11 000015	206	HUDSON RD	CORNELL CHARLES A	ELIZABETH A CORNELL	206 HUDSON RD	STOW	MA	01775	12893	1
00R-11 000016	210	HUDSON RD	BRYANT DAVID	SOUZA CRISTINA	210 HUDSON RD	STOW	MA	01775	71498	474
00R-11 000018	218	HUDSON RD	SAUTA JAMES V	BETTY M SAUTA	218 HUDSON RD	STOW	MA	01775	19698	267
00R-11 000020	230	HUDSON RD	MARCO COPPOLA		230 HUDSON RD	STOW	MA	01775	73658	579
00R-11 000021	6	EDSON ST	JOHNSON TREVOR C	JOHNSON KATHLEEN E	6 EDSON ST	STOW	MA	01775	72879	338

Certified by the Stow Board of Assessors: _____
Stuart Carter, MAA

Date Certified or Re-Certified: 6/3/22

Ft: 300

3.3

USE DESCRIPTION

3.3 USE DESCRIPTION:

Habitech Communities presents 'The Cottages At Wandering Pond,' a proposed residential community off Athens Street. While designing Wandering Pond, significant consideration was given to the variety of floorplans and sizes, pricing and affordability, and layout of the neighborhoods to generate buyer diversity and help fulfill the demand for housing diversity and affordability within the marketplace while creating a beautiful, inviting, and quality product.

Wandering Pond will offer 141 homes across two product types - Cottages and Detached Condominiums, with 15% of homes designated as affordable. There will be 21 Cottages situated in an intimate cluster across two streets, with front elevations facing pedestrian walkways, green spaces, and rear-loading garages. They will be uniform in color, white, and range from 1,635 sq.ft. for affordable cottages to 1,799 sq.ft. for market-rate cottages. 120 Detached Condominiums will comprise the balance of the community with a palette of five to six exterior color options and range from 1,799 sq.ft. for affordable homes 1,799 sq.ft. and 2,400 sq.ft. for market-rate homes, which will also offer three unique front elevations. Affordable cottages and detached condominiums will be priced at $247,010, and market-rate homes will range from $645,000 to $790,000.

Regardless of product type, all homes will include two bedrooms, two and a half bathrooms, and a two-car attached garage. All primary bedroom ensuites will be located on the first floor, which will be attractive to age-targeted buyers 55 and up, and work-from-home options, including a first-floor study or second-floor den, will be enticing to young buyers and couples. The second floor includes the second bedroom and a full bath. In addition, all homes will include exclusive-use outdoor space, either a deck or patio, and an extensive landscaping schedule is planned throughout to compliment the natural wooded surroundings.

This sprawling community will offer five distinct neighborhoods based on the site's geography, connected with well-lit sidewalks. A winding trail will also be featured within the property, connecting Wandering Pond to the existing Stow trail system, and open for the public to enjoy.

The residents of Wandering Pond will have numerous private onsite amenities to enhance their lifestyle. A community clubhouse, The Cottagehouse, will include indoor and outdoor gathering spaces to encourage relaxation and socialization. The fireplaced Great Room and Catering Kitchen will be available to host private or neighborhood functions, and additional social rooms will feature game tables and TVs. Restrooms will be handicap accessible. The exterior will highlight cottage-style elements, wrap-around covered porches will offer plenty of outdoor seating and an attached gazebo with metal roofing. A second gazebo will be tucked into the trees by the water's edge, a perfect location for bird watching and leaf-peeping.

A grilling station and firepit will overlook an inground pool, and as the nation's fastest-growing sport, two pickleball courts will round out the community. A proposed Community Garden with a potting shed is also being considered.

The propose use is not expected to generate, store, use or dispose of HAZARDOUS MATERIALS or WASTES

3.4

Other Permits, Approval and Variances

3.4 OTHER PERMITS, APPROVALS, VARIANCES:

US EPA	NPDES GENERAL PERMIT
MA DEP	WATER QUALITY CERTIFICATION PUBLIC WATER SUPPLY GROUNDWATER DISCHARGE PERMIT
MA DHCD	AHI UNIT APPROVALS
MA EOEEA	MEPA CERTIFICATE
STOW PLANNING BOARD	ACTIVE ADULT NEAIGHBORHOOD SPECIAL PERMIT
STOW CONSERVATION COMMISSION	ORAD (OBTAINED) OOC
STOW BOARD OF HEALTH	DISPOSAL WORKS CONSTRUCTION PERMIT

3.5

Recorded Plans and Deeds

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2021 8:51:21 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
116950	DEED		73077/274	08/08/2019	500000.00

Property-Street Address and/or Description

217 HUDSON RD

Grantors

CURRAN KEITH W, CURRAN PATRICIA A

Grantees

WHEELER D BRUCE TR, ATHENS STREET REALTY TRUST

References-Book/Pg Description Recorded Year

Registered Land Certificate(s)-Cert# Book/Pg

Middlesex South Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 116950
Document Type	: DEED
Recorded Date	: August 08, 2019
Recorded Time	: 01:29:19 PM
Recorded Book and Page	: 73077 / 274
Number of Pages(including cover sheet)	: 4
Receipt Number	: 2353991
Recording Fee (including excise)	: $2,405.00

****
MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 08/08/2019 01:29 PM
Ctrl# 305555 28615 Doc# 00116950
Fee: $2,280.00 Cons: $500,000.00
****

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

After Recording Return To:
Habitech Acquisition and Permitting Trust
148 Park Street
North Reading, MA

QUITCLAIM DEED

We, **Keith W. Curran and Patricia A. Curran**, of **Stow, MA** for consideration paid, and in full consideration of FIVE HUNDRED THOUSAND AND 00/100 (500,000.00),

Grant to **D. Bruce Wheeler, Trustee of Athens Street Realty Trust**, under Declaration of Trust dated August 5, 2019, recorded at Middlesex South Registry of Deeds in Book 73075, Page 500 of 142 Chestnut Street, Boston, MA 02108

with **QUITCLAIM COVENANTS:**

A certain piece or parcel of land situated on the Northwesterly side of the Town Road leading from Hudson to Stow, in said Stow, and being shown as Lot B on a Plan of Land in Stow, a subdivision of land belonging to Urho Lampinen et ux, drawn by Horace F. Tuttle, Surveyor, dated January 7, 1947, and recorded with Middlesex South District Registry of Deeds, Book 7091, Page 57, bounded and described as follows:

Beginning at a point in the stone wall at the junction of a Private Way, shown on said plan, and the Northwesterly line of said Town Road; thence running in a SOUTHWESTERLY direction, as the wall now stands, by said Private Way, four hundred and twenty (420) feet, to a corner in the wall; thence turning and running NORTHWESTERLY, but more NORTHERLY, as the wall now stands, twenty (20) feet,
to a corner in the wall; thence turning and running NORTHERLY, as the wall now stands, two hundred and nine (209) feet, to a corner in the wall; thence turning and running NORTHWESTERLY by land now or formerly of Arthur Tornell, two hundred and seventy (270) feet, to a corner in the wall; thence turning and running NORTHEASTERLY by said Tornell land, one hundred and seventy-three (173) feet, to a corner in the wall; thence turning and running SOUTHEASTERLY by land of Urho Lanipinen, and land now or formerly of Otto Lampinen, eight hundred and seventy-eight (878) feet to the stone wall in the Northwesterly line of said Town Road; thence turning and running SOUTHWESTERLY by said Town Road, one hundred and thirty-three(133) feet, to the point of beginning.

Property Address: 217 Hudson Road, Stow, MA 01775

Containing according to said plan 4.22 acres.

We, the grantors hereunder, hereby release any homestead rights and any other rights that we may have in the granted premises and do on oath depose and say that there are no other persons entitled to claim an estate of homestead in said premises.

For Grantor's title see deed recorded on December 30, 2016 in the Middlesex (Southern District) Recording Office at Book 68689, Page 279.

[SIGNATURE AND NOTARY ON FOLLOWING PAGES]

Executed this 8 day of August, 2019.

Keith W. Curran

Patricia A. Curran

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX NORTH

On this 8th day of August, 2019, before me, the undersigned notary public, personally appeared the above-named, Keith W Curran and Patricia A Curran, proved to me through satisfactory evidence of identification, which were Driver's License, to be the person(s) who signed the preceding or attached document in my presence, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, by his/her/their free act and deed.

Notary Public Signature

LAURENCE J. ROSSI
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 30, 2023

My Commission Expires:

LAURENCE J. ROSSI
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 30, 2023

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2021 3:32:34 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
20688	DEED		64918/352	02/17/2015	50000.00

Property-Street Address and/or Description

MAPLE ST, GOSHEN LN, SEE DOC

Grantors

DECK BARBARA A TR, ALPHA TRUST

Grantees

GREYSTONE PAINTING CORP

References-Book/Pg	Description	Recorded Year
65357/403	CERT	2015

Registered Land Certificate(s)-Cert# Book/Pg

2

2015 00020688
Bk: 64918 Pg: 352 Doc: DEED
Page: 1 of 2 02/17/2015 01:05 PM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 02/17/2015 01:05 PM
Ctrl# 218774 30951 Doc# 00020688
Fee: $228.00 Cons: $50,000.00

LOCUS: Parcel 7, Maple Street and Goshen Lane, Stow, MA 01775

QUITCLAIM DEED

I, Barbara A. Deck, Successor Trustee of the Alpha Trust u/d/t December 31, 1977 recorded in the Worcester District Registry of Deeds in Book 20584, Page 114 and in the Middlesex South Registry of Deeds in Book 13598, Page 371, the First Amendment being recorded in the Worcester Registry in Book 20584, Page 140 and in the Middlesex South Registry in Book 19805, Page 94 and the Second Amendment is recorded in the Middlesex South Registry in Book 46853, Page 510, of Newton, Massachusetts 02459

For consideration paid and in full consideration of Fifty Thousand and 00/100 Dollars ($50,000.00)

Grants to Greystone Painting Corp., a Massachusetts corporation with a mailing address of 21 Wellington Avenue, Hudson, Massachusetts 01749

With Quitclaim Covenants

The land situated on Teele Road in Bolton, Worcester County, Massachusetts and on Maple Street in Stow, Middlesex County, Massachusetts and being shown as Parcel 7 on a plan entitled: "Plan of Land in Stow, MA (Middlesex County) and Bolton, MA (Worcester County) Owner: Yasin Balbaky, Trustee of the "Alpha Trust" Middlesex Registry of Deeds 13598/383, Plan by: Beals and Thomas, Inc., Two Westborough Business Parkway, Westborough, MA. 01581, Dated August 15, 1991, Revised September 20, 1991, Revised October 14, 1991" which plan is recorded at the Middlesex Registry of Deeds as Plan Number 306 of 1996, and to which plan reference is made for a more particular description.

Said Parcel 7 contains 7.599 acres of land, more or less, according to said plan.

The Grantor states that the property is land only and therefore, no one is entitled to any homestead rights in the property.

FLETCHER TILTON PC
161 WORCESTER RD, SUITE 501
FRAMINGHAM, MA 01701-5315

{Client Files/38804/0008/01677445.DOC }

Being a portion of the premises conveyed to Yasin Balbaky, Trustee of the "ALPHA TRUST" by virtue of a deed from Yasin Balbaky dated December 31, 1977, and recorded at the Middlesex South Registry of Deeds in Book 13598, Page 383. See also deed recorded in the Worcester District Registry of Deeds in Book 5028, Page 172.

WITNESS my hand and seal this 13th day of February, 2015.

Alpha Trust

Barbara A. Deck, Trustee

By: Barbara A. Deck, Trustee

COMMONWEALTH OF MASSACHUSETTS
County of Middlesex

On this 13th day of February, 2015, before me, the undersigned notary public, personally appeared Barbara A. Deck, proved to me through satisfactory evidence of identification, which was a state issued identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee of the Alpha Trust.

Christopher P. Yates

Notary Public: Christopher Paul Yates
My Commission Expires: 8/20/2021

CHRISTOPHER PAUL YATES
MY COMM. EXPIRES AUGUST 20, 2021
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

{Client Files/38804/0008/01677445.DOC }

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2021 3:14:57 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
109233	FORECLOSURE DEED		73006/546	07/29/2019	825000.00

Property-Street Address and/or Description

ATHENS ST, GOSHEN LN, SEE DOC

Grantors

BANK OF NEW ENGLAND, QUIRK ROBERT D, QUIRK ROBERT D TR, END OF THE ROAD REALTY TRUST

Grantees

GALLAGHER GEORGE E III TR, GOSHEN LANE REALTY TRUST

References-Book/Pg Description Recorded Year

41066/104 MTG 2003, 73006/554 AFF 2019, 73006/556 AFF 2019, 73006/558 AFF 2019

Registered Land Certificate(s)-Cert# Book/Pg

2019 00109233
Bk: 73006 Pg: 546 Doc: FD
Page: 1 of 6 07/29/2019 12:14 PM

6
1 - Bell
1 - Nom

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 07/29/2019 12:14 PM
Ctrl# 304743 32628 Doc# 00109233
Fee: $3,762.00 Cons: $825,000.00

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

Bank of New England

a corporation duly established under the laws of the State of New Hampshire and having its usual place of business at 31 Pelham Road, Salem, NH, 03079, the current holder of a mortgage from Robert D. Quirk, individually and as Trustee of End of the Road Realty Trust under Declaration of Trust dated July 15, 1996 and recorded with the Middlesex (South) Registry of Deeds at Book 26499, Page 168, to Southern New Hampshire Bank and Trust Co., now known as Bank of New England, dated September 29, 2003 and recorded with Middlesex (South) Registry of Deeds at Book 41066, Page 104, by the power conferred by said mortgage and every other power for Eight Hundred Twenty Five Thousand and 00/100 ($825,000.00) DOLLARS paid, grants to George E. Gallagher, III, as Trustee of Goshen Lane Realty Trust U/D/T dated May 22, 2019 and recorded in the Middlesex South District Registry of Deeds at Book 72712, Page 417, of 148 Park Street, North Reading, MA 01864, the premises conveyed by said mortgage.

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(Signature Page Follows)

Athens Street and Goshen Lane, Stow, MA

Please return to: D'Agostine, Levine, Parra & Netburn, P.C.,
P. O. Box 2223, Acton, MA 01720

WITNESS the execution and the corporate seal of said corporation as of this 25th day of July, 2019.

BANK OF NEW ENGLAND

By: _____
Name: Gary Austin
Its: Vice President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 25th day of July, 2019, before me, the undersigned notary public, Gary Austin personally appeared, proved to me through satisfactory evidence of identification, which was personally known, 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 purposes as said VICE PRESIDENT of BANK OF NEW ENGLAND and as the voluntary act of BANK OF NEW ENGLAND.

KRISTEN SCOTT
MY COMM. EXPIRES OCTOBER 21, 2022
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

_____, Notary Public
My commission expires: 10/21/2022

(Signature Page Foreclosure Deed)

AFFIDAVIT

I, Gary Austin, a Vice President of Bank of New England named in the foregoing deed, make oath and say that the principal and interest obligations mentioned in the mortgage above referred to were not paid or tendered, or performed when due or prior to the sale, and that I caused to be published on the 13th, 20th, and 27th of March, 2019 in the MetroWest Daily News, a newspaper published by or by its title page purporting to be published in Framingham, Massachusetts, there having a general circulation in Stow, a notice of which the following is a true copy:

(See attached Exhibit A—Legal Advertisement)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices by certified or registered mail, return receipt requested.

Pursuant to said notice, at the time and place appointed, Bank of New England sold the mortgaged premises at public auction by Justin Manning, a licensed auctioneer, of JJManning Auctioneers, to Habitech Acquisition and Permitting Trust, for EIGHT HUNDRED TWENTY-FIVE THOUSAND and 00/100 DOLLARS ($825,000.00) bid being the highest bid made therefor at said auction.

(Remainder of Page Intentionally Blank)

(Signature Page Follows)

WITNESS the execution and the corporate seal of said corporation this 10th day of April, 2019.

BANK OF NEW ENGLAND

By: _____
Name: Gary Austin
Its: Vice President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 10th day of April, 2019, before me, the undersigned notary public, Gary Austin personally appeared, proved to me through satisfactory evidence of identification, which was personally known, 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 purposes as said VICE PRESIDENT of BANK OF NEW ENGLAND and as the voluntary act of BANK OF NEW ENGLAND. and swore to the truth of the foregoing statement, before me.

_____
Kristen Scott, Notary Public
My commission expires: 10.21.2022

KRISTEN SCOTT
MY COMM. EXPIRES
OCTOBER 21, 2022
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

(Signature Page Affidavit of Sale)

Legal Notices

GOSHEN LANE, STOW AND
ATHENS STREET, STOW

LEGAL NOTICE

NOTICE OF MORTGAGEE SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement and Financing Statement given by Robert D. Quirk, individually and as Trustee of End of the Road Realty Trust under Declaration of Trust dated July 15, 1996 and recorded with the Middlesex (South) Registry of Deeds at Book 26499, Page 168 to Southern New Hampshire Bank and Trust Co., now known as Bank of New England, dated September 29, 2003 and recorded with Middlesex (South) Registry of Deeds at Book 41066, Page 104, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, will be sold at Public Auction on Wednesday, April 10, 2019, at 1:00 p.m., upon the mortgaged premises covering two (2) unnumbered certain parcels of land located on Athens Street and on Goshen Lane, Stow, Middlesex County, Massachusetts, hereinafter described, all and singular the premises described in said mortgage,

TO WIT:

PARCEL I (GOSHEN LANE, STOW, MASSACHUSETTS):

Beginning at the Northeasterly corner of the same at land of Charles S. Kachakeniel and running thence by land of said Kachakeniel South 36° 30' West 175 feet, South 25° 45' West 365 feet, South 6° 15' West 168 feet, South 30° West 119 feet, South 15° West 170 feet, South 8° East 136 feet, South 7° West 630 feet, South 25° 30' West 263 feet, and South 22° 30' West 376 feet to land of H. Harding Hale, thence by land of said Hale, North 80° West 210 feet and North 58° West 316 feet to land formerly of A.M. Teele; thence by land formerly of said Teele North 38° East 250 feet, North 30° East 162 feet, North 16° 45' East 355 feet, North 20° 30' East 313 feet, North 22 3/4° East 313 feet, North 15 1/2° East 270 feet, North 13° 30' East 246 feet, North 22° 30' East 200 feet, North 19° 30' East 300 feet, North 21° East 168 feet and South 55° East 407 feet, the last course by land of said Kachakeniel, to the corner first mentioned. Several of the lines of the western side being by land formerly of Goddard. Together with a right of way from said conveyed premises over the way as now existing.

For title, see deed dated July 12, 1996 to Robert D. Quirk, Trustee of End of the Road Realty Trust, recorded with the Middlesex South Registry of Deeds at Book [illegible], Page [illegible].

PARCEL II (ATHENS STREET, STOW, MASSACHUSETTS):

Beginning at the Southeasterly corner of the same at land now or formerly of H. [illegible] and running [illegible] formerly of said Hale NORTH 8° [illegible] to land formerly of George H. Hale, [illegible] formerly of said Hale NORTH 30° EAST three hundred [illegible] feet; thence by land formerly of said Hale [illegible] EAST two hundred sixty-three (263) feet, NORTH 7° EAST six [illegible] the end of the wall, NORTH 3° WEST one hundred [illegible] NORTH 15° EAST one hundred seventy (170) feet, NORTH [illegible] one hundred thirteen (119) feet, NORTH 6° 15' EAST one hundred [illegible] NORTH 25° 45' EAST three hundred sixty-five (365) feet [illegible] EAST one hundred seventy-five (175) feet to land now or formerly [illegible] H. Phipps; thence by land now or formerly Phipps SOUTH 51° [illegible] feet, SOUTH 6° 45' EAST one hundred eighty-four (184) [illegible] SOUTH 65° EAST one hundred [illegible] (118) feet, NORTH 85° EAST one [illegible] (194) feet, SOUTH [illegible] 30' EAST three hundred (300) feet, [illegible] EAST four hundred [illegible] (444) feet, SOUTH 31° 15' EAST [illegible] (119) feet, [illegible] EAST one hundred (100) feet, [illegible] one hundred [illegible] SOUTH 38° 30' EAST ninety-two [illegible] SOUTH 38° 45' EAST [illegible] feet and SOUTH 48° EAST one [illegible] (118) feet to [illegible] of George H. Hale; thence by land [illegible] SOUTH 5[illegible] of George H. Hale, SOUTH 57° WEST [illegible] hundred [illegible] (317) [illegible] SOUTH 3[illegible] WEST two hundred sixty-nine [illegible] feet, SOUTH 63° 30' WEST [illegible] (439) feet, SOUTH 63° [illegible] two hundred thirty-[illegible] SOUTH 49° WEST two hundred [illegible] feet to a corner; thence [illegible] and land now or formerly of H. Harding Hale SOUTH 3[illegible] 45' WEST [illegible] twenty-five (425) feet to the corner first mentioned.

Reserving a right of way across said premises as now located from land now or formerly of said H. Harding Hale to other land formerly of said George H. Hale.

For title, see Deed dated July 16, 1963 to Robert D. Quirk, recorded with said Deeds in Book 10316, Page 591, and Release Deed dated July 21, 1989, recorded with said Deeds at Book 20092, Page 355.

Subject to:

As to PARCEL I (GOSHEN LANE, STOW, MASSACHUSETTS):

Right of way as set forth in Deed recorded with Middlesex South District Registry of Deeds at Book 4429, Page 371.

As to PARCEL II (ATHENS STREET, STOW, MASSACHUSETTS):

Right of way from land now or formerly of H. Harding Hale to land now or formerly of George H. Hale, as set forth in Deed dated April 20, 1961, recorded with said Deeds at Book 7730, Page 445.

Order of Conditions issued by Stow Conservation Commission, dated November 30, 1993, recorded with said Deeds at Book 25210, Page 140.

In the event of any error in the publication of this notice, the description of the premises contained in the Mortgage shall control.

TERMS OF SALE: Said premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes and assessments, tax sales, tax titles, other municipal liens and water and sewer liens, and restrictions and easements of record having priority over the mortgage described herein, if any there are, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

The high bidder will be required to pay Twenty-Five Thousand and 00/100 ($25,000.00) Dollars in bank treasurer's check or certified check as a non-refundable deposit on the date of sale. The high bidder will also be required to make an additional certified deposit to bring the total non-refundable deposit to 10% of the sale price on or before Tuesday, April 16, 2019. The balance of the purchase price is to be paid in bank treasurer's check or certified check at the law offices of Robinson & Cole, LLP, One Boston Place, 25th Floor Boston MA 02108 within thirty (30) days from the date of sale. A foreclosure deed will be provided to the purchaser for recording upon receipt in full of the purchase price.

The Buyer shall pay all costs of recording the deed including, without limitation, all state transfer stamp charges. The Buyer shall be required to sign a Memorandum of Sale at the auction sale. No deposit shall be required to be paid by the undersigned holder as a high bidder.

In the event that any successful high bidder at the public auction fails to perform in the time specified to purchase the respective premises, or shall otherwise default in its performance hereunder, the undersigned reserves the right, at its sole election, to substitute itself for such high bidder or to sell the respective premises by foreclosure deed to the next highest bidder for the respective premises at the public auction that delivers to the undersigned the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and executes a Memorandum of Sale providing for performance within forty-five (45) days of execution. The commencement of any proceeding under any bankruptcy or insolvency law by or against any such high bidder shall be deemed a default by such bidder hereunder.

The undersigned reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The undersigned further reserves the right to change the foregoing Terms of Sale by public announcement, written or oral made before the auction sale, or at the commencement thereof, or at the commencement of any adjourned sale.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF SALE.

DATED: March 7, 2019

BANK OF NEW ENGLAND
(Present holder of said mortgage)
by its attorneys,
Amanda S. Eckhoff, Esq.
Robinson & Cole, LLP
One Boston Place, 25th Floor
Boston, MA 02108
617-557-5988

AD#13778683
MWDN 3/13, 3/20, 3/27/19

1

ASSIGNMENT OF BID MEMORANDUM OF SALE

For consideration paid of less than One Hundred ($100.00) Dollars, the receipt and sufficiency of which is hereby accepted and acknowledged, **D. Bruce Wheeler, Trustee of the Habitech Acquisition and Permitting Trust, under Declaration of Trust dated June 23, 2014**, being the successful bidder at that certain foreclosure sale which occurred on April 10, 2019 by Bank of New England, a banking institution with a principal place of business at 31 Pelham Road, Salem, New Hampshire, for the real property being known as two (2) unnumbered certain parcels of land located on Athens Lane and Goshen Lane, Stow, as evidenced by Memorandum of Sale dated April 10, 2019, hereby assigns to **George Gallagher, III, Trustee of Goshen Lane Realty Trust, under Declaration of Trust dated May 22, 2019, recorded with the Middlesex South District Registry of Deeds in Book 72712, Page 417**, all of its right, title and interest in and to such bid and Memorandum of Sale.

Executed this 25th day of July, 2019.

D. Bruce Wheeler, Trustee
Habitech Acquisition and Permitting Trust

COMMONWEALTH OF MASSACHUSETTS

July 25, 2019

Suffolk County, ss

Then personally appeared before me, the undersigned notary public, D. Bruce Wheeler, proved to me through satisfactory evidence of identification, which was a MA License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Trustee of the Habitech Acquisition and Permitting Trust, as aforesaid.

Notary Public
My Commission Expires

KATHLEEN M. KELLY
Notary Public
Commonwealth of Massachusetts
My Commission Expires April 26, 2024

Please return to: DLPN, P. O. Box 2223, Acton, MA 01720

Athens Street and Goshen Lane, Stow, MA

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2021 3:27:20 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
969	DEED		32202/295	01/02/2001	306900.00

Property-Street Address and/or Description

HINES SEE RECORD

Grantors

RADANT SYSTEMS INC

Grantees

EFMC ASSOCIATES LIMITED PARTNERSHIP

References-Book/Pg Description Recorded Year

Registered Land Certificate(s)-Cert# Book/Pg

BK32202PG295

RETURN TO:

CHRISTOPHER R. DEAGAZIO, ESQUIRE
SHAPIRO, ISRAEL & WEINER, P.C.
[illegible] NORTH WASHINGTON STREET
BOSTON, MA 02114

Quitclaim Deed

Radant Systems, Inc., a Massachusetts corporation with a usual place of business at 29 Pine Ridge Road, Stow, Massachusetts 01775, for consideration of Three Hundred Six Thousand Nine Hundred and no/100 ($306,900.00) dollars grants to EFMC Associates Limited Partnership, with a usual place of business at 36 Parmenter Road Hudson, Massachusetts 01749, with quitclaim covenants

The following four parcels of land located in Stow, Middlesex County, Massachusetts:

Parcel No. 1: a certain parcel of land situated in the westerly part of Stow, Massachusetts, containing 4.88 acres, more or less, as set forth in the Plan of Land in Stow, Mass., dated June 14, 1973, Harlan H. Tuttle, Registered Land Surveyor, recorded in Middlesex South District Registry of Deeds Book 12555, Page 403, bounded and described as follows:

Beginning at the stone wall in the southwest corner, thence

NORTHERLY	along land formerly of Garabed Kahayan by three courses, 29.15 feet, 133.45 feet, and 36.16 feet to a point, thence turning and running
EASTERLY	by land of Yasin Balbaky 1,061.41 feet to a point, thence turning and running
SOUTHERLY	by land of Beaver Brook Realty, Inc. on said plan by two courses, 29.36 feet, and 99.90 feet to a fieldstone bound, thence turning and running
WESTERLY	along Wood Road Property line by several courses, 128.74 feet, 113.04 feet, 131.87 feet, 127.11 feet, 75.06 feet, 84.76 feet, 63.17 feet, and 372.41 feet, to point of beginning.

For grantor's title deed recorded with said Deeds dated January 24, 1980 and recorded February 8, 1980 in Book 13898, Page 202. Parcel No. 1 herein is Parcel II in said deed.

Parcel No. 2: a certain parcel of land situated in Stow, Middlesex County, Massachusetts, being shown on a plan entitled "Plan of Land in Stow, Mass., owned by Arthur Tornell, scale 1 inch equals 50 feet," Harlan E. Tuttle, Surveyor, dated August 28, 1972, recorded with said Deeds in Book 12292, Page 409, and bounded and described as follows:

NORTHEASTERLY	by Athens Street, 17.96 feet;
EASTERLY	by Athens Street, 33.00 feet;
SOUTHERLY	by land of Richard H. & Gwenyth M. Corzine, by eight courses as shown on said plan, measuring respectively, 201.38 feet, 122.09 feet, 331.13 feet, 163.54 feet, 86.70 feet, 121.32 feet, 57.57 feet, and 208.14 feet;
WESTERLY	by land of said Corzine and land of L. Casella and land of Yasin Balbaky, by three courses as shown on said plan, measuring respectively, 418.08 feet, 99.90 feet, and 305.67 feet;
NORTHEASTERLY	by land of Raimando & Aida Gelormini and land of Charles H. Davis, by two courses as shown on said plan, measuring respectively, 171.85 feet and 321.64 feet;

Athens St, Hudson 120 Stow

MASS. EXCISE TAX: 1399.92
MSD 01/02/01 03:51:26 969 45.00

NORTHERLY by land of said Davis and land of Robert D. Quirk as shown on said plan, by six courses measuring respectively, 230.01 feet, 51.24 feet, 84.44 feet, 113.51 feet, 139.84 feet, 15.92 feet;
NORTHWESTERLY by land of said Quirk as shown on said plan, 22.54 feet; and
EASTERLY by land of William H. & Dorothy S. Hastings and land of Ralph E. Thorne et al, as shown on said plan, by four courses, measuring respectively, 202.14 feet, 128.09 feet, 171.50 feet, and 209.06 feet.
Containing according to said plan 19.12 acres of land, more or less, and being said lot as shown on said plan however otherwise bounded and described.

For grantor's title see in deed recorded with said Deeds dated January 24, 1980 and recorded February 8, 1980 in Book 13898, Page 202. Parcel No. 2 herein is Parcel I in said deed.

Parcel No. 3: the land in the western part of said Stow, woodland bounded and described as follows:
Commencing at a stone bound at the northeast corner; then southerly four hundred nineteen (419) feet to an iron pipe beside the wall; then westerly six hundred two (602) feet to end of wall; then north six hundred (600) feet to middle of wood road; then easterly following said wood road six hundred ninety-seven (697) feet to first mentioned bound;

The above described land contains seven and one-half (7 1/2) acres, more or less and is shown as "OTHER LAND OR CORZINE (B 10918 P 380)" on "Compiled Plan of Land in Stow, Mass., Owned by: Richard H. & Gwenyth M. Corzine, Scale: 1 inch = 200 feet, April 4, 1979, Acton Survey & Engineering, Inc., 277 Central Street, Acton, Mass." recorded with Middlesex South District Registry of Deeds in Book 13677, Page 694.

For grantor's title see deed recorded with said Deeds dated April 7, 1979 and recorded April 25, 1979 in Book 13677, Page 694.

Parcel No. 4: The land in Stow being westerly from the road leading from Hudson to the Stow Great Road, past the Catholic Cemetery, containing six and one-half acres, bounded and described as follows:

BEGINNING at the southeasterly corner of the same at land of E.F. Wheeler and land of Hanscom and running thence by land of said Wheeler;

NORTH 3 degrees East 591 feet to land of Frank H. Hale; thence by land of said Hale

NORTH 55 Degrees West 422 feet to land formerly of A.M. Teele; thence by said Teele land

SOUTH 11 degrees 30' West 644 feet to an angle at other land of said Hale; thence by land of said Hale

SOUTH 10 degrees 30' East 188 feet to land of said Hanscom, now or formerly; thence by said Hanscom land

NORTH 87 degrees 25' East 282 feet to an angle; thence by the same land

SOUTH 84 degrees 15' East 97 feet to the corner first mentioned.

For Grantor's title see deed recorded with said Deeds dated April 7, 1979 and recorded April 25, 1979 in Book 13677, Page 694.

Grantor and Grantee herein agree that the Total Consideration of $306,900.00 for the four parcels of land conveyed to Grantee pursuant to this Deed is allocated as follows:
Parcel 1: $ 40,260.00; Parcel 2: $157,740.00; Parcel 3: $ 57,750.00; Parcel 4: $ 51,150.00.

This conveyance is made subject to the following restriction:
that neither Grantee nor Grantee's successors in title shall (a) erect a radio transmitting tower on the land granted herein, nor (b) erect any radio or telecommunications towers or broadcasting antennas on the land granted herein, so long as the antenna test range tower continues to be located on land of Grantor described as follows:

> The land in Stow, Middlesex County, Massachusetts, being shown as Lot 1A on a plan entitled "Compiled Plan of Land in Stow, Mass., Owned by: Richard H. & Gwenyth M. Corzine", dated April 4, 1979, by Acton Survey & Engineering, Inc., recorded with Middlesex South District Registry of Deeds, Book 13677, Page 694. Excepting from the above described premises, so much as was shown as Lots A and B on a plan entitled "Plan of Land in Stow, Massachusetts", dated August 27, 1997, by Acton Survey & Engineering, recorded with said Deeds, Book 27702, Page 548.

The Premises conveyed herein are conveyed subject to the following encumbrances:

1. Easements reserved in a Deed from Richard H. Corzine, et ux, dated April 7, 1979, recorded with said Deeds, Book 13677, Page 694.

2. Order of Conditions by the Department of Environmental Quality Engineering, recorded with said Deeds, Book 13717, Page 183, as affected by a Certificate of Compliance, recorded with said Deeds, Book 14616, Page 430.

3. Title to and rights of the public and others in so much of the premises as lies within the bounds of Athens Lane and Goshen Lane.

4. Rights of Way mentioned or referred to in a Deed of Martha E. Cooke, et al, dated August 29, 1889, recorded with said Deeds, Book 2244, Page 489 and in a Deed from Martha E. Cooke, dated August 29, 1889, recorded with said Deeds, Book 2850, Page 214, as more particularly set forth in Deeds from Walter W. Johnson, dated September 21, 1973, recorded with said Deeds, Book 12555, Page 401 and from Yasin Balbaky, dated September 21, 1973, recorded with said Deeds, Book 12555, Page 402.

5. Rights of Way shown on a plan recorded with said Deeds, Book 12292, Page 409.

The parcels of land being conveyed pursuant to this Deed do not represent all or substantially all of the assets of grantor, Radant Systems, Inc.

Executed under seal this 2nd day of January, 2001.

Radant Systems, Inc.

by Gilbert R. Bony
Gilbert R. Bony, President

by Oliver J. Bony
Oliver J. Bony, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. January 2, 2001

Then personally appeared the above-named Gilbert R. Bony, President of Radant Systems, Inc.,and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Radant Systems, Inc., before me,

Judith L. Hodell
Notary Public
My commission expires: 3/25/05

MIDDLESEX, ss. January 2, 2001

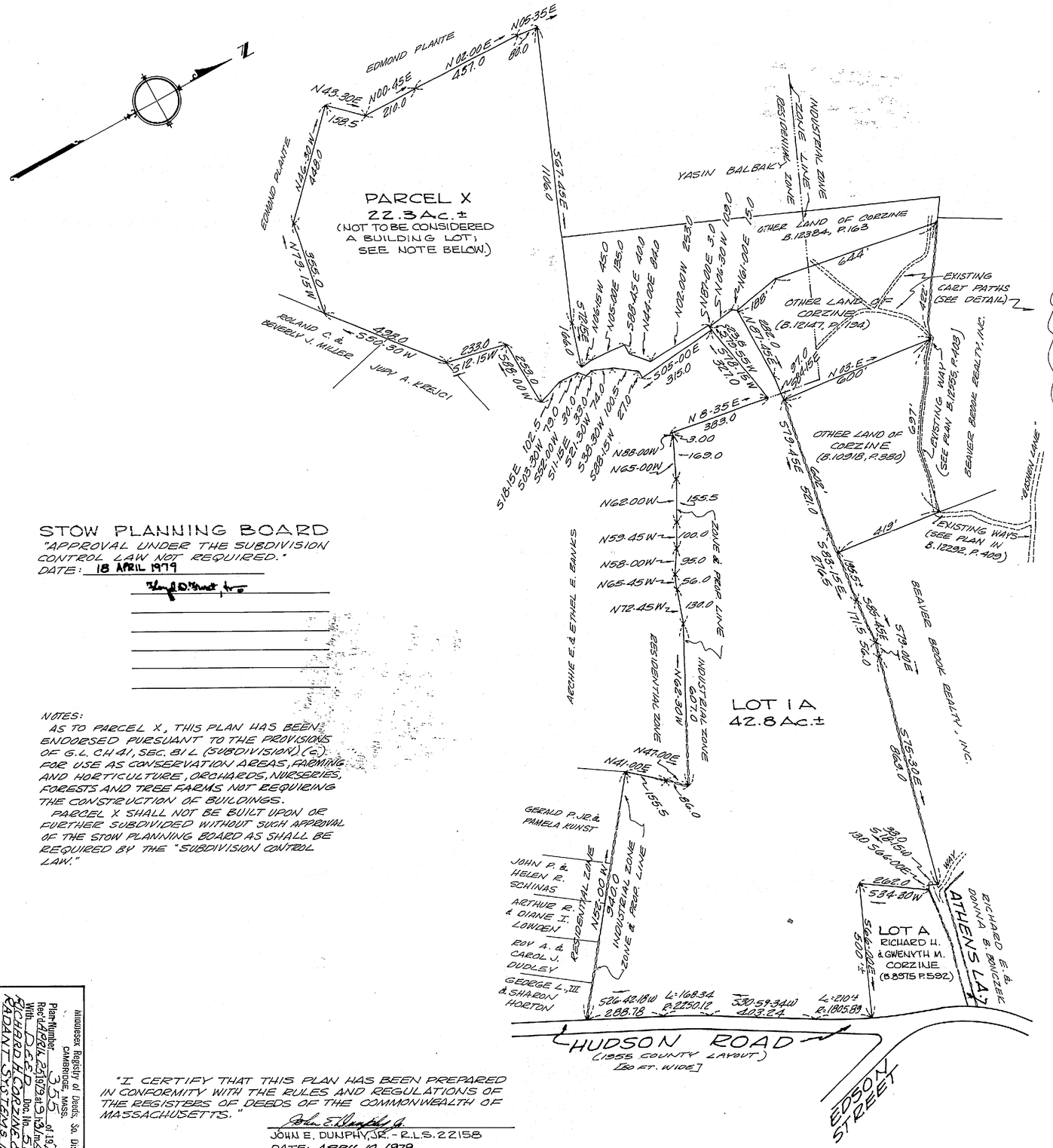
Then personally appeared the above-named Oliver J. Bony, Treasurer of Radant Systems, Inc.,and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Radant Systems, Inc., before me,

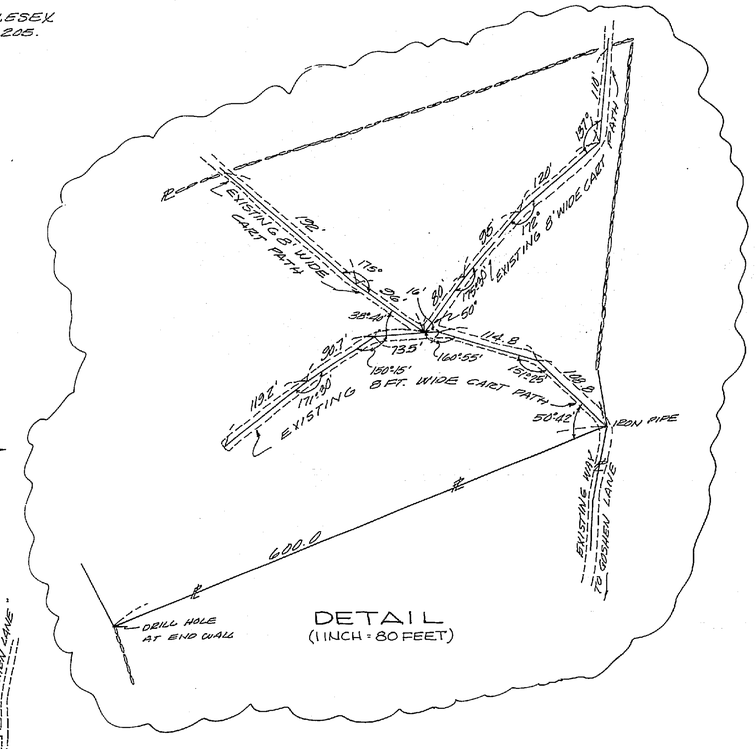
Judith L. Hodell
Notary Public
My commission expires: 3/25/05

1. (4 of 4)

01/03/01 8:36AM 01
000000 #3069
FEE $1399.92
CASH #1399.92
CANCELLED
CAMBRIDGE
DEEDS REGIS
MIDLE SOUTH

PARCEL Y & LOT 1A — SEE DEED RECORDED IN MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS IN BK. 9477, PG. 205.





STOW PLANNING BOARD
"APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED."
DATE: 18 APRIL 1979

Lloyd D. Grant, Jr.

NOTES:
AS TO PARCEL X, THIS PLAN HAS BEEN ENDORSED PURSUANT TO THE PROVISIONS OF G.L. CH 41, SEC. 81 L (SUBDIVISION) (c) FOR USE AS CONSERVATION AREAS, FARMING AND HORTICULTURE, ORCHARDS, NURSERIES, FORESTS AND TREE FARMS NOT REQUIRING THE CONSTRUCTION OF BUILDINGS.
PARCEL X SHALL NOT BE BUILT UPON OR FURTHER SUBDIVIDED WITHOUT SUCH APPROVAL OF THE STOW PLANNING BOARD AS SHALL BE REQUIRED BY THE "SUBDIVISION CONTROL LAW."

SEE THE FOLLOWING PLANS RECORDED IN MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS:
PLAN BY G. WOODBURY PARKER - DEC. 1914 - PLAN NO. 558 OF 1915
PLAN BY F.A. BOOTHROYD - DATED 1941 - BK. 6548, P. 577
PLAN BY HORACE F. TUTTLE - JAN. 7, 1947 - BK. 7091, P. 57
PLAN BY R. E. MAC CARTHY - OCT. 1949 - BK. 7506, P. 339
PLAN BY MIDD. COUNTY COMMISSIONERS - 1955 - PLAN BK. 441, PLAN 3
PLAN BY HARLAN E. TUTTLE - AUG. 28, 1972 - BK. 12292, PG. 409
PLAN BY HARLAN E. TUTTLE - JUNE 14, 1973 - BK. 12555, PG. 403

MIDDLESEX Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 355 of 1979
Rec'd 4/26/1979 at 9:13 m. 24 m
With RICHARD H. CORZINE GWYNETH M. CORZINE Doc. No. 58
RADIANT SYSTEMS, INC.
Recorded, Book 13677 Page 694
Attest: [signature] Register
FEB 2000
BY SW

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."
John E. Dunphy Jr.
JOHN E. DUNPHY, JR. - R.L.S. 22158
DATE: APRIL 10, 1979

COMPILED PLAN
OF LAND IN
STOW • MASS.
OWNED BY: RICHARD H. & GWENYTH M. CORZINE

SCALE: 1 INCH = 200 FEET APRIL 4, 1979
ACTON SURVEY & ENGINEERING, INC.
277 CENTRAL ST. • ACTON • MASS.

COMMONWEALTH OF MASSACHUSETTS JOHN E. DUNPHY Jr. 22158 REGISTERED LAND SURVEYOR
John E. Dunphy Jr.

GRAPHIC SCALE
0 100 200 400 600

FILE NO. 1248

NOTE: THIS LAND IS IN THE INDUSTRIAL ZONE.

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 1440 of 1973
Rec'd NOV. 19 1973 at 10 h 55 m A.m
With DEED Doc. No. 118
LOUIS F. CASELLA ET UX
BEAVER BROOK REALTY, INC.
Recorded, Book 12555 Page 403

Attest: John F. Zaguolli
REGISTER

FEE 8.00
BY SW

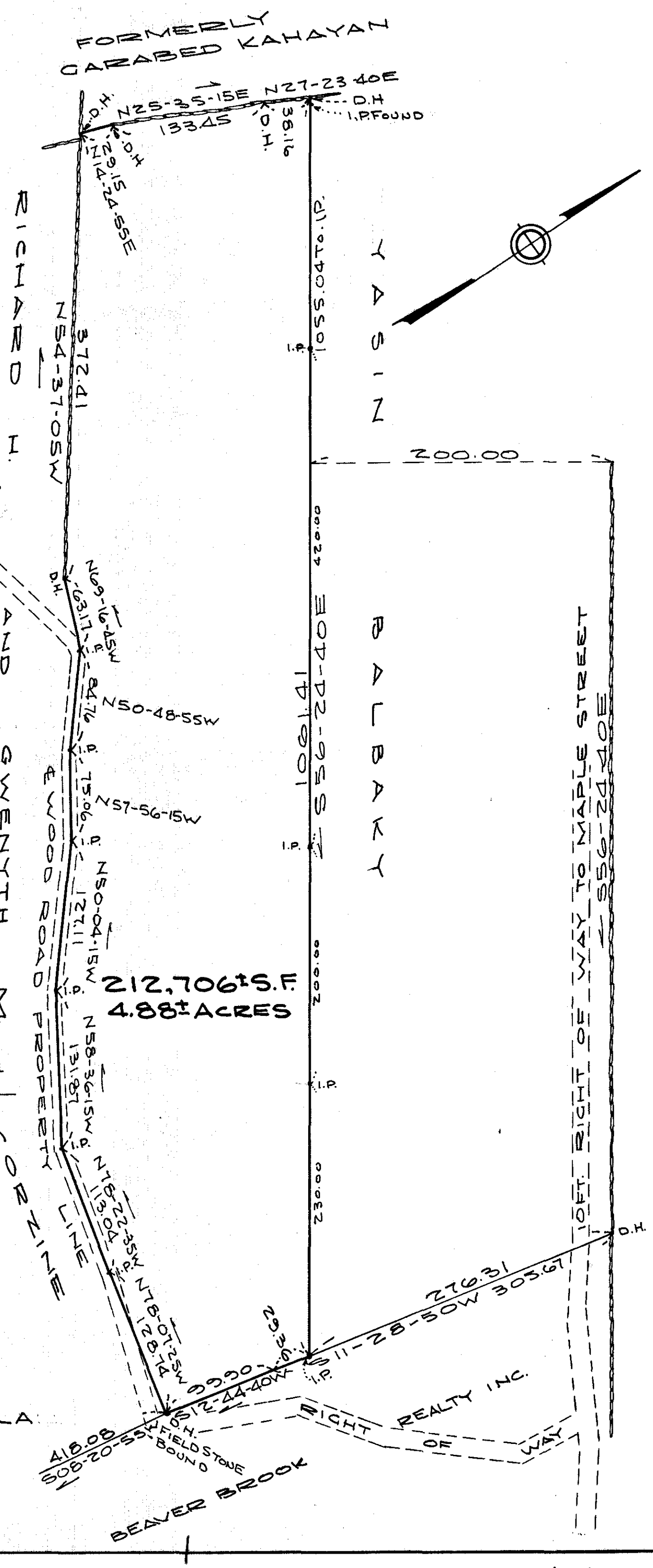
I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP, OR FOR NEW WAYS ARE SHOWN.

DATE: June 14, 1973.
Harlan E. Tuttle
REG. LAND SURVEYOR

COMMONWEALTH OF MASSACHUSETTS
HARLAN E. TUTTLE No. 3157
REGISTERED LAND SURVEYOR

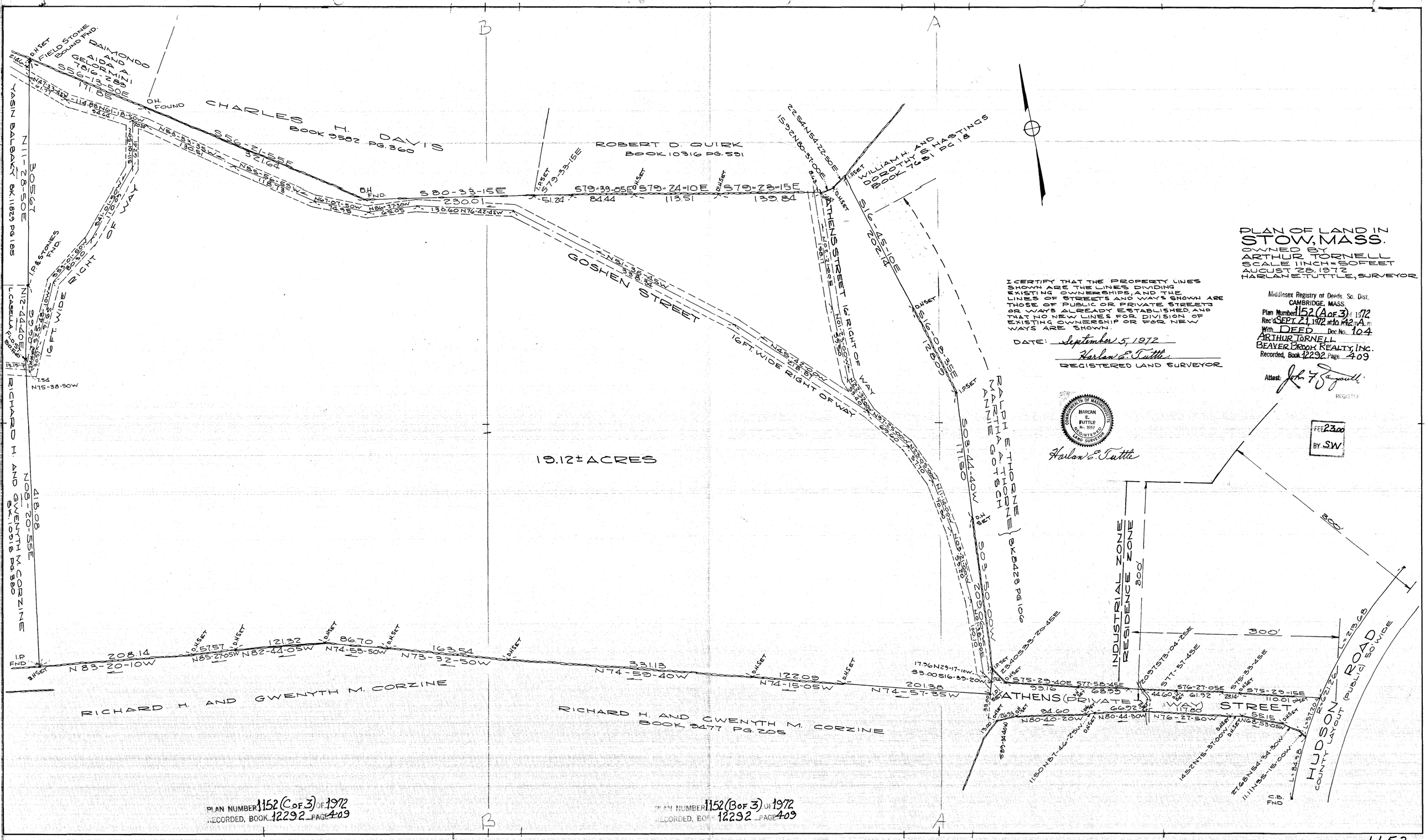
Harlan E. Tuttle

PLAN OF LAND IN
STOW, MASS.
OWNED BY:
LOUIS F. & RITA C. CASELLA
SCALE 1 INCH = 80 FEET
JUNE 14, 1973
HARLAN E. TUTTLE
SURVEYOR



1440
14-5-21-73

1440


PLAN OF LAND IN
STOW, MASS.
OWNED BY
ARTHUR TORNELL
SCALE 1 INCH = 50 FEET
AUGUST 28, 1972
HARLAN E. TUTTLE, SURVEYOR
I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.
DATE: September 5, 1972
Harlan E. Tuttle
REGISTERED LAND SURVEYOR
Middlesex Registry of Deeds So. Dist.
CAMBRIDGE, MASS.
Plan Number 1152 (A of 3) of 1972
Rec'd Sept. 21, 1972 at 10:42 A.M.
With DEED Doc No. 104
ARTHUR TORNELL
BEAVER BROOK REALTY, INC.
Recorded, Book 12292 Page 409
Attest:
REGISTER
FEE 23.00
BY SW
COMMONWEALTH OF MASSACHUSETTS
HARLAN E. TUTTLE
No. 8157
REGISTERED LAND SURVEYOR
Harlan E. Tuttle
CHARLES T. DAVIS
BOOK 9582 PG. 360
ROBERT D. QUIRK
BOOK 10316 PG. 581
WILLIAM H. AND DOROTHY S. HASTINGS
BOOK 7651 PG 18
RALPH E. THORNE
MARTHA A. THORNE
ANNE GOTSCH
BK 8428 PG 106
YASIN BALBAKY BK. 11829 PG. 185
RICHARD H. AND GWENYTH M. CORZINE
BK. 10918 PG. 380
RICHARD H. AND GWENYTH M. CORZINE
BOOK 9477 PG. 205
GOSHEN STREET
16 FT. WIDE RIGHT OF WAY
ATHENS STREET
16' RIGHT OF WAY
ATHENS (PRIVATE WAY) STREET
INDUSTRIAL ZONE
RESIDENCE ZONE
HUDSON ROAD
COUNTY LAYOUT (PUBLIC) 50' WIDE
19.12± ACRES
PLAN NUMBER 1152 (C of 3) OF 1972
RECORDED, BOOK 12292 PAGE 409
PLAN NUMBER 1152 (B of 3) OF 1972
RECORDED, BOOK 12292 PAGE 409

1152

1152

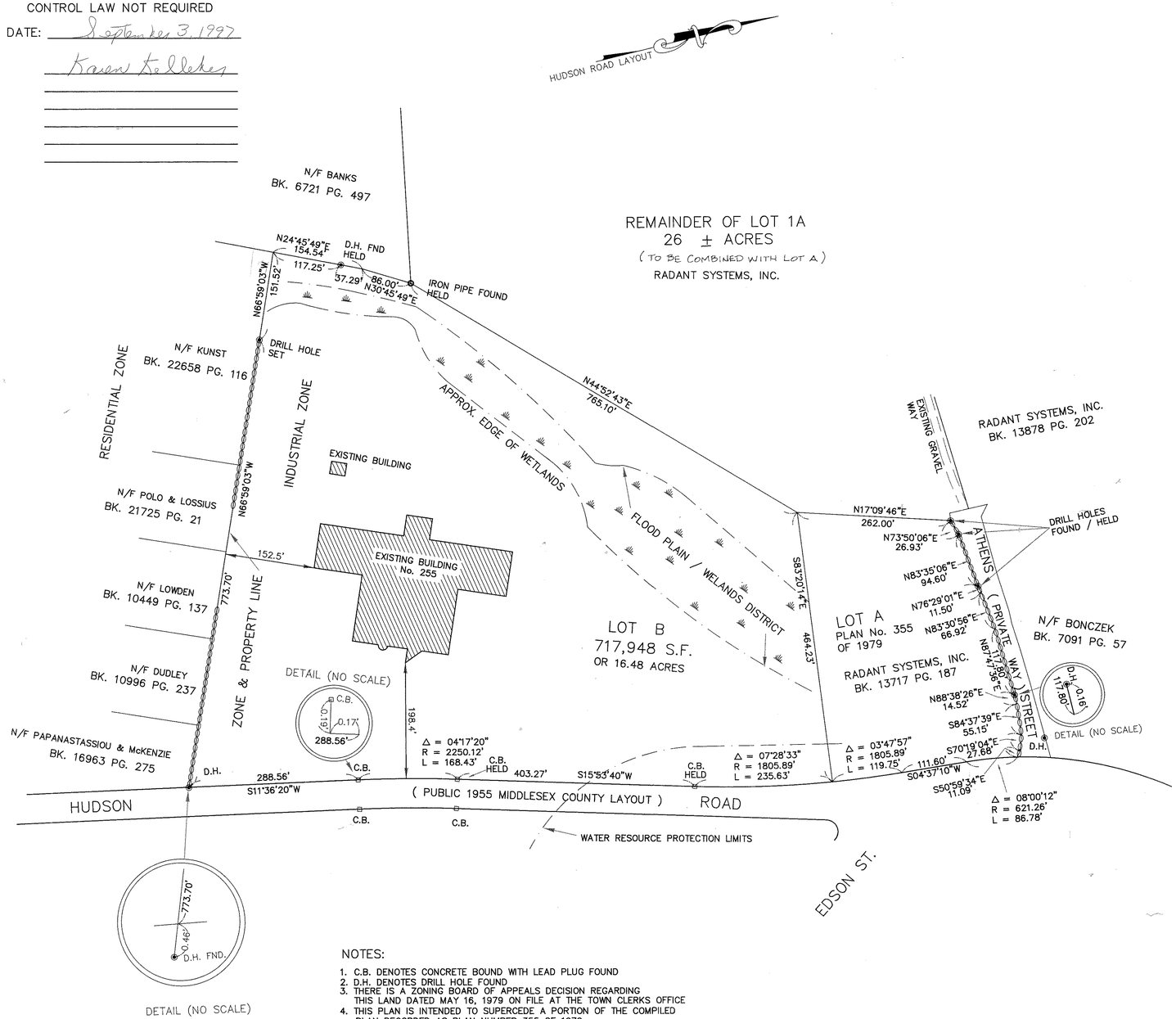
TOWN OF STOW PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

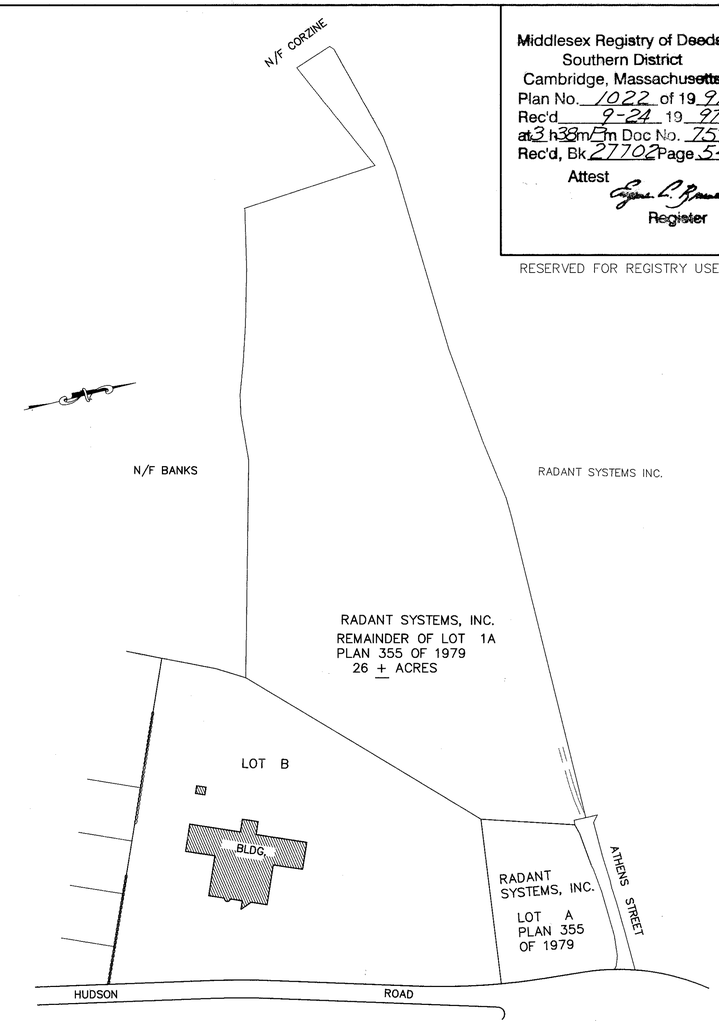
DATE: September 3, 1997

Karen Kelleher

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 1022 of 19 97
Rec'd 9-24 19 97
at 3 h 38 m Pm Doc No. 757
Rec'd, Bk 27702 Page 548
Attest
Register

RESERVED FOR REGISTRY USE





LOCUS PLAN
1"=200'

NOTES:

1. C.B. DENOTES CONCRETE BOUND WITH LEAD PLUG FOUND
2. D.H. DENOTES DRILL HOLE FOUND
3. THERE IS A ZONING BOARD OF APPEALS DECISION REGARDING THIS LAND DATED MAY 16, 1979 ON FILE AT THE TOWN CLERKS OFFICE
4. THIS PLAN IS INTENDED TO SUPERCEDE A PORTION OF THE COMPILED PLAN RECORDED AS PLAN NUMBER 355 OF 1979.

NOTE: LOCATION OF THE EDGE OF WETLANDS WERE NOT INCLUDED DURING OUR FIELD SURVEY AND ARE SHOWN APPROXIMATELY ONLY.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Daniel A. O'Driscoll
PROFESSIONAL LAND SURVEYOR

Sept. 3, 1997
DATE

COMMONWEALTH OF MASSACHUSETTS
DANIEL A. O'DRISCOLL
No. 39050
PROFESSIONAL LAND SURVEYOR

Daniel A. O'Driscoll
9/3/97

RECORD OWNER: RADANT SYSTEMS, INC.
PREPARED FOR: RADANT SYSTEMS, INC.
DEED REFERENCE: BOOK 13677 PAGE 694
PLAN REFERENCE: PL. No. 355 OF 1979
PL. No. 1152 OF 1972
PL. No. 108 OF 1954
PL. No. 98 OF 1947
PL. No. 1860 OF 1949
1955 MIDDLESEX COUNTY LAYOUT OF HUDSON ROAD
ASSESSORS REFERENCE: MAP R-2 PARCEL 1
ZONING DISRTICT: INDUSTRIAL

PLAN OF LAND
IN
STOW, MASSACHUSETTS
SCALE: 1'=100' AUGUST 27,1997

ACTON SURVEY & ENGINEERING
277 CENTRAL STREET ACTON, MASS.

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)

FILE No. 1248

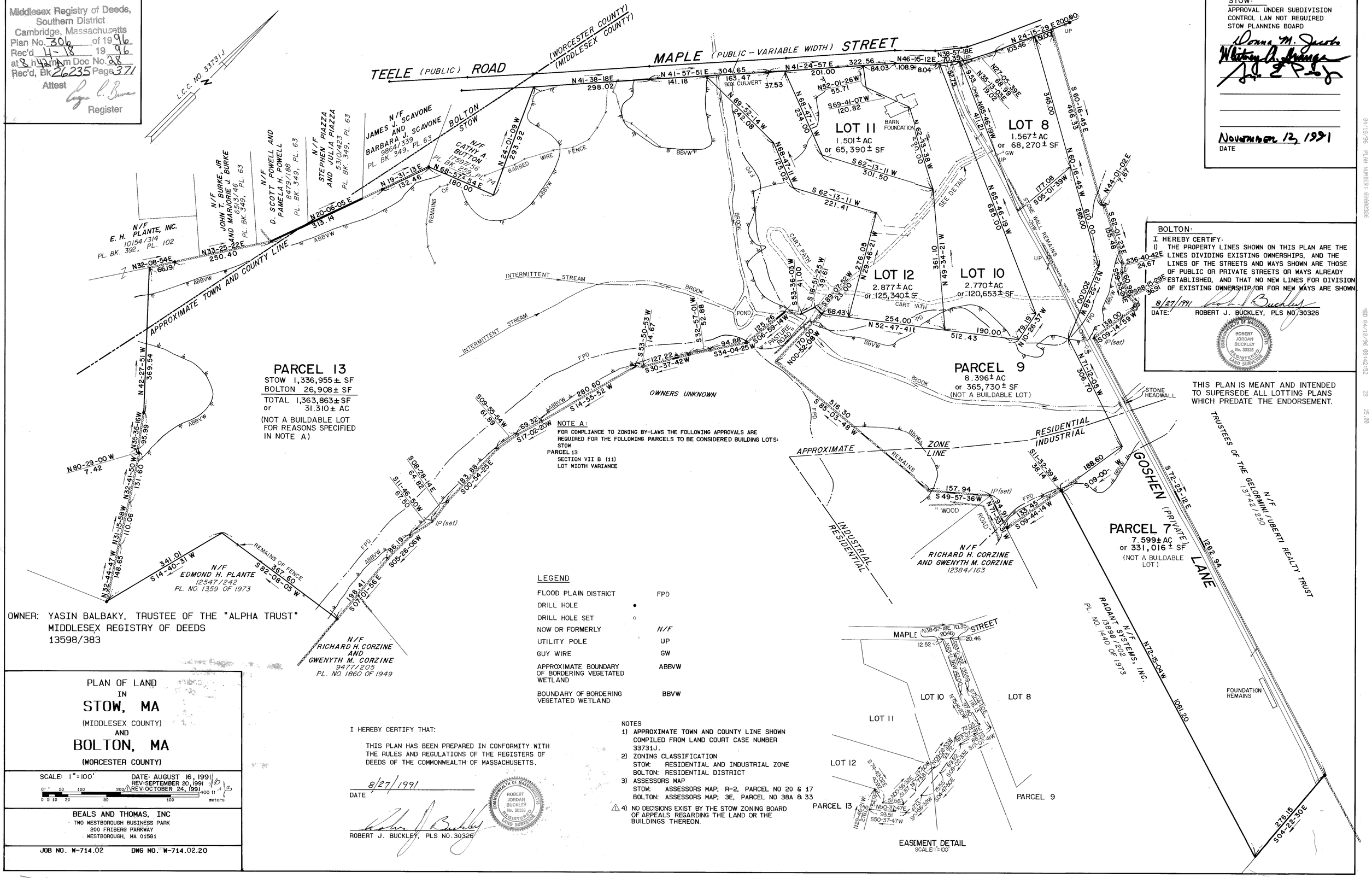
1022

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 306 of 1996
Rec'd 4-18 1996
at 8 hours Am Doc No. 28
Rec'd, Bk 26235 Page 371
Attest
Register

STOW:
APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED
STOW PLANNING BOARD

Donna M. Jurbs
Whitney A. Grange

November 13, 1991
DATE



BOLTON:
I HEREBY CERTIFY:
I) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

8/27/1991
DATE: ROBERT J. BUCKLEY, PLS NO. 30326

COMMONWEALTH OF MASSACHUSETTS
ROBERT JORDAN BUCKLEY
No. 30326
REGISTERED LAND SURVEYOR

THIS PLAN IS MEANT AND INTENDED TO SUPERSEDE ALL LOTTING PLANS WHICH PREDATE THE ENDORSEMENT.

LEGEND

FLOOD PLAIN DISTRICT	FPD
DRILL HOLE	●
DRILL HOLE SET	○
NOW OR FORMERLY	N/F
UTILITY POLE	UP
GUY WIRE	GW
APPROXIMATE BOUNDARY OF BORDERING VEGETATED WETLAND	ABBVW
BOUNDARY OF BORDERING VEGETATED WETLAND	BBVW

I HEREBY CERTIFY THAT:

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

8/27/1991
DATE

ROBERT J. BUCKLEY, PLS NO. 30326

COMMONWEALTH OF MASSACHUSETTS
ROBERT JORDAN BUCKLEY
No. 30326
REGISTERED LAND SURVEYOR

NOTES
1) APPROXIMATE TOWN AND COUNTY LINE SHOWN COMPILED FROM LAND COURT CASE NUMBER 33731J.
2) ZONING CLASSIFICATION
STOW: RESIDENTIAL AND INDUSTRIAL ZONE
BOLTON: RESIDENTIAL DISTRICT
3) ASSESSORS MAP
STOW: ASSESSORS MAP; R-2, PARCEL NO 20 & 17
BOLTON: ASSESSORS MAP; 3E, PARCEL NO 38A & 33
△ 4) NO DECISIONS EXIST BY THE STOW ZONING BOARD OF APPEALS REGARDING THE LAND OR THE BUILDINGS THEREON.

EASEMENT DETAIL
SCALE: 1"=100'

PLAN OF LAND
IN
STOW, MA
(MIDDLESEX COUNTY)
AND
BOLTON, MA
(WORCESTER COUNTY)

SCALE: 1"=100'
DATE: AUGUST 16, 1991
REV: SEPTEMBER 20, 1991
REV: OCTOBER 24, 1991

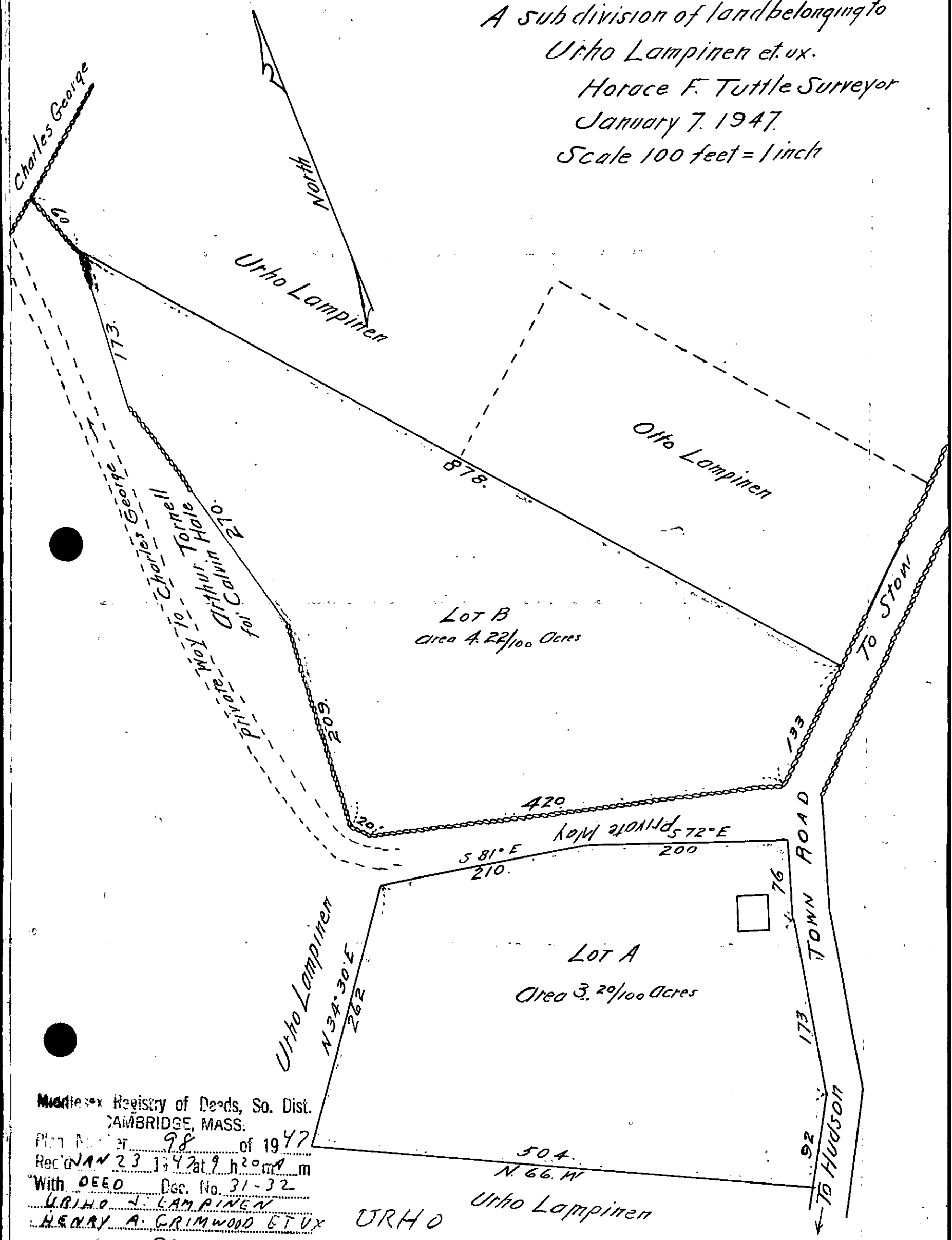
BEALS AND THOMAS, INC
TWO WESTBOROUGH BUSINESS PARK
200 FRIBERG PARKWAY
WESTBOROUGH, MA 01581

JOB NO. W-714.02 DWG NO. W-714.02.20

306

Land in Stow

A subdivision of land belonging to
Urho Lampinen et. ux.
Horace F. Tuttle Surveyor
January 7. 1947.
Scale 100 feet = 1 inch



Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 98 of 1947
Rec'd JAN 23 1947 at 9 h 20 m A m
With DEED Doc. No. 31-32
URHO J. LAMPINEN
HENRY A. GRIMWOOD ET UX

Attest: Albert D. Pettheim REGISTER

3.6

Drainage Calculations

(Under Separate Cover)

3.7

Earth Removal Calculations

Cut/Fill Report

Generated: 2022-06-29 13:34:29

By user: Nathanial.Cataldo

Drawing: Z:\3700-3750\3719C\CAD DRAWINGS\2020\Z:\3700-3750\3719C\CAD DRAWINGS\2020\3719C MAST PROF.CUT FILL.dwg

Volume Summary

Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
CUT FILL	full	1.000	1.000	2380233.74	71503.78	121962.42	50458.64<Fill>

Totals

	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	2380233.74	71503.78	121962.42	50458.64<Fill>

* Value adjusted by cut or fill factor other than 1.0

3.8

Water Resource Protection District

3.8 WATER RESOURCE PROTECTION DISTRICT

Approximately 35.5 acres of the roughly 114.85-acre site is located in the Water Resource Protection District. The proposed use is allowed in the overlay district. The most significant constraint in this instance, according to Zoning Bylaw Section 5.2.1.1 8., is a maximum limit of 10% of impervious coverage in the district. The maximum proposed impervious coverage is 3.55 acres (10%).

3.9

Traffic Impact Study

By

Vannasse & Associates

INC.

(Under Separate Cover)

3.10

Ownership and Maintenance of OPEN SPACE

Please Note: This document is a draft, preliminary and subject to change during the permitting process. Applicant reserves the right to make changes to comply with the final plan and final approvals.

THE MASTER DEED
OF
COTTAGES AT WANDERING POND CONDOMINIUM

D. Bruce Wheeler, Trustee of The Cottages at Wandering Pond Realty Trust, under Declaration of Trust dated June , 2022, recorded with the Middlesex South District Registry of Deeds in Book , Page , with a place of business at 148 Park Street, North Reading, MA 01867 (the "**Declarant**"), being the owner of the land off Athens Street in Stow, Middlesex County, Massachusetts, more particularly described in Exhibit "A," by duly executing and recording this Master Deed and subject to the outstanding title matters set forth on Exhibit "B", does hereby submit said land (the "**Land**"), together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (the "**Property**") to the provisions of Massachusetts General Laws Chapter 183A, as the same may be amended from time to time (the "**Act**"), and proposes to create, and does hereby create by this Master Deed, with respect to the Property, a condominium, to be governed by and subject to the provisions of the Act.

ARTICLE I.
NAME OF THE CONDOMINIUM AND ORGANIZATION OF UNIT OWNERS

Section 1.1: *Name of Condominium.* The condominium is to be known as Cottages at Wandering Pond Condominium (the "**Condominium**").

Section 1.2: *Organization of Unit Owners.* A trust through which the Unit Owners (as defined below) will manage and regulate the Condominium is being established concurrently herewith pursuant to the Act as the organization of unit owners for the Condominium (the "**Unit Owners**" and, individually, a "**Unit Owner**"). The name of the trust is the "COTTAGES AT WANDERING POND CONDOMINIUM TRUST" (the "**Trust**"). The Trust contains the

By-Laws of the organization of Unit Owners (the "**By-Laws**") and the current rules and regulations of the Condominium (which, as amended, from time to time, as provided in the Trust are referred to herein as the "**Rules and Regulations**"). The name of the initial Trustee is: Cottages at Wandering Pond, LLC, 148 Park Street, North Reading, Massachusetts.

ARTICLE II.
DESCRIPTION OF THE CONDOMINIUM AND BUILDINGS

The Condominium, as currently contemplated and if fully developed, will consist of no more than one hundred and forty-one (141) Units in multiple buildings and other improvements located on the Land. Units shall consist of detached single-family Units and groupings of three cottage Units, (each Unit abutting on at least two (2) sides other cottage Units).

ARTICLE III.
DESCRIPTION OF CURRENT AND FUTURE PHASES

Section 3.1: Phase 1. At the time of recording of this Master Deed, the Condominium shall consist of Phase 1, which shall include _____ ( ) units on the Land further described on Exhibit A, attached hereto. Phase 1 is also shown as Units _____ including the Exclusive Use Area adjacent thereto as further defined and restricted herein) on the plan entitled "Phasing Plan, Phase 1, Unit ____, _____, by Stamski & McNary, Inc., dated _____ and recorded with the Middlesex South District Registry of Deeds herewith and on the floor plans entitled "Cottages at Wandering Pond Condominium, Units _____, _____Stow, MA, Phase 1" Prepared for Cottages at Wandering Pond, LLC by _____, dated _____; and recorded in the Middlesexr South District Registry of Deeds herewith. Collectively, the above referenced plans and all future plans of future phases or other improvements on the Land and recorded in connection with the development of the Condominium may hereinafter be referred to as the "**Plans**".

§3.2: Future Phases. It is the intention of the Declarant to develop the Condominium in multiple phases (which are sometimes referred to herein as a "**Phase**" or "**Phases**"). Consistent with that intent and subject to the provisions of Section 7.2 herein, Declarant reserves the right, easement, privilege and license to construct up to one hundred and forty-one (141) Units within the Condominium and to include within the Condominium additional units beyond the initial Units included therein as of the date of this Master Deed (the "**Expansion Rights**"). Each unit included in the Condominium, whether in Phase 1 or in future phases pursuant to the terms hereof, shall be referred to as a "Unit" for the purposes of this Master Deed. Subsequently constructed Units are sometimes referred to in this Master Deed as "**Additional Units**." Buildings within Phase 1 of the Condominium shall be referred to as a "**Building**" or as "**Buildings**." Subsequently constructed buildings, including those buildings that contain Additional Units, as well as other common infrastructure such as the clubhouse and mail kiosks are sometimes referred to in this Master Deed as "**Additional Buildings**" or "**Additional Facilities**". Any references herein to the Additional Buildings, Additional Units or the Common

Elements to be included in the Condominium, shall be construed to relate to such Units, buildings, and Common Elements and Land not included in Phase 1 but thereafter included in the Condominium pursuant to the provisions of Section 7.2 of Article VII hereof.

The initial Phase is Phase 1, which consist of the aforementioned Units and all exclusive easement areas and other exclusive rights appurtenant to such Unit as described in Articles IV and V below. Each Building containing Units in Phase 1 consist of 1 or 2 stories and are of wood-frame construction with asphalt and/or fiberglass shingle roofs and vinyl siding exteriors. The Units within Phase 1 are more particularly described in Exhibit "C". Future Phases may include Units of the styles, construction type and materials within Phase 1 or other styles of units with different construction types and/or materials or some combination of the two. If other styles of Units are included in the Condominium, they shall be defined by the Amendment of the Master Deed by which such other styles are included in the Condominium.

Future Phases of the Condominium, if included therein, will consist of such parcels comprising the balance of the Land not included in Phase 1, together with the buildings and improvements hereafter to be erected on any of such portion of the Land, which may be included (but are not required to be included) in the Condominium as Additional Buildings and Additional Units pursuant to Section 7.2 of Article VII of this Master Deed. Nothing herein shall be construed to require the inclusion of any future Phase in this Condominium.

Section 3.3: *Reservation of Phasing Rights.* In addition to the Buildings in Phase 1, Declarant reserves from the Common Elements, for itself and its successors and assigns, the right and easement to construct on the Land one or more Additional Buildings and Additional Units in future Phases and add same hereafter to the Condominium pursuant to the provisions hereof. The Common Elements are hereby conveyed subject to the aforesaid right and easement. Maintenance facilities may be constructed on the Land and included in the Condominium as separate Phases or as part of a Phase in which an Additional Building with Additional Units is being included in the Condominium. The size, shape, configuration and location of Additional Buildings and the Additional Units are subject to change, in the sole discretion of the Declarant, prior to the inclusion of the Additional Buildings and Additional Units in the Condominium. Declarant reserves the right to add different floor plans and styles for Additional Buildings and Additional Units with future Phases and to include buildings and Units of other sizes and configurations. Additional Buildings and Additional Units may be added by the Declarant to the Condominium at any one or more times, in any combination and order, in accordance with the provisions hereof. Any Additional Buildings included in the Condominium will be consistent with the improvements in Phase 1 in terms of structure type (i.e., framework and scale) and quality of construction. Such Additional Buildings and Additional Units shall, if constructed, become part of the Common Elements or Units of the Condominium further described in Article IV and V below.

With respect to Additional Buildings and the Additional Units, this Master Deed will be amended pursuant to said Section 7.2 at the time or times that such Additional Building(s) and Additional Units therein are included in the Condominium, and each such amendment shall be recorded with the Middlesex South Registry of Deeds (the "**Registry**"), together with a site plan showing the Phases(s) then being added in the Condominium and a set of floor plans of each

such Additional Building(s) and Additional Unit(s), showing the layout, location, Unit designations, and dimensions of the Units, and bearing the verified statement of a registered architect, engineer or land surveyor that said plans fully and accurately depict the layout, location, Unit designations (if applicable) and dimensions of the Additional Units and/or the Additional Building(s) as built. The delivery and recording of this Master Deed is made expressly subject to, and Declarant does hereby reserve, the right and easement of the Declarant to construct Additional Buildings and Additional Units and other improvements on the portions of the land that are not within Phase 1 (including, without limitation, the rights of the Declarant reserved under Article V, Article VI and Article VII), and to undertake all activities on or in respect of the Land related thereto, including, without limitation, applying for all permits therefor, and the use and maintenance of construction equipment and facilities thereon and (b) to make Minor Adjustments as provided in Article V; the reservation of the foregoing right and easement being in no way intended to limit the rights and easements reserved to the Declarant under any of Article V, Article VI or Article VII of this Master Deed. The rights and easements to which this Master Deed is subject or which the Declarant has reserved under the terms of this Master Deed, including, without limitation, the Expansion Rights (as defined in Section 7.2 of Article VII hereof) may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which makes specific reference to this Master Deed.

ARTICLE IV.
DESCRIPTION OF UNITS AND THEIR BOUNDARIES

Section 4.1: *Description of the Units:* In respect of Phase 1, the designation of each Unit, a statement of its location, approximate area, number of rooms, the immediate Common Elements to which it has access, and its proportionate interest in the Common Elements as the same is calculated and adjusted (for subsequent phases) in accordance with Article X of this Master Deed, are set forth on Exhibit "C," which is attached hereto and made a part hereof, and/or are shown on the Plans referred to in Article III hereof. In respect of subsequent Phases, such information shall be set forth in the Amendment to the Master Deed pursuant to which such Phase is included in the Condominium, and such Amendment shall also set forth any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described herein.

Section 4.2: *Unit Boundaries:* The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

§4.2(A). Lower Boundary and Floors: The upper surface of the concrete basement floor or concrete first floor for units without basements;

§4.2(B). Upper Boundary: The plane of the lower surface of attic roof rafters;

§4.2(C). Interior Perimeter Walls: In the case of wood frame or non-exposed concrete or other non-exposed masonry perimeter walls adjacent to another Unit, the plane of the

surface of the wall studs facing such Unit; or, where applicable, the interior surface of exposed concrete or other exposed masonry walls; and

§4.2(D). Exterior Walls, Doors and Windows: The interior surface of exposed concrete or other exposed masonry walls; and the plane of the surface facing such Unit of the wall studs in the case of wood-frame walls or non-exposed concrete or other non-exposed masonry walls; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and/or screen of the window frames.

Section 4.3: Unit Appurtenant Rights: There is appurtenant to each Unit the following:

§4.3(A). The percentage of interest of the respective Units in the Common Elements and the association of Unit Owners as determined under Article X of this Master Deed.

§4.3(B). The right and easement to use that portion of the chimney flue, heating, air conditioning and ventilating equipment together with the pad on which it sits, electric meter, telephone wires, TV cables, propane tanks and water meter reading device (if any) serving such Unit(s) if located beyond the boundaries of the Units; and

§4.3(C). The exclusive right and easement to use the steps, walkways, decks/patios/porches, sheds and exterior lighting exclusively serving and/or extending from such Unit and/or referred to in the description of the Unit in Exhibit "C" or in the Amendment to the Master Deed by which such Unit is included in the Condominium.

§4.3(D). The exclusive right and easement to use the driveway and parking area immediately adjacent the Unit allowing access to such Unit as designated in the Unit Deed for such Unit or shown on the plans recorded with the Master Deed or with the Amendment to the Master Deed pursuant to which the Unit is being included in the Condominium, provided however, that there shall be no use of said driveway which impedes the use of the driveway by the other Unit Owner sharing same or results in an encroachment onto the Common Elements by a parked vehicle or other object that would impede foot traffic along the sidewalks or vehicular traffic along the other driveways and roads within the Condominium;

§4.3(E). The right and easement to use those exterior areas such as porches, patios and driveways adjacent to his or her Unit within the areas delineated as "**Exclusive Use Area**" or "**EUA**" or **"EUCA"** on the applicable Phase Plan filed with the Amendment to the Master Deed, for the purposes set forth in this §4.3(E) and subject to the following limitations:

§4.3(E)(1). The maintenance, upkeep and repair of the Exclusive Use Area and all improvements therein, shall be the responsibility of the Unit Owner who has the benefit of the exclusive easement to use the same. Such Unit Owners shall maintain their respective EUAs so as to keep same free of personal property and debris.

§4.3(E)(2). The Unit Owner of a Unit shall not make any exterior additions or alterations to the Building beyond the original building footprint as shown on the recorded floor plans pertaining to such Unit.

§4.3(E)(3). The use of the Exclusive Use Area shall be subject to the rules and regulations of the Trustees.

Section 4.4: *Mutual Easements:*

§4.4(A). There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving such Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and maintain, repair or replace the Common Elements contained thereon or elsewhere in the buildings. With respect to cable TV cables and equipment, the foregoing shall be subject to the exclusions and reservations set forth in Section 4.5, below.

§4.4(B). If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of settling or shifting of a building or otherwise, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, and any adjoining Unit, or any adjoining part of the Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 4.5: *Regulation of Satellite Dishes:* Notwithstanding any other provision hereof, any Unit Owner wishing to install a satellite dish, radio or television antenna or similar transmission device shall obtain the Trustees prior written permission for such installation. The Trustees have the right to refuse such installation and to regulate the placement of such devices to the extent allowed by applicable law.

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ARTICLE V.
DESCRIPTION OF THE COMMON ELEMENTS

Section 5.1: Common Elements: The common areas and facilities of the Condominium (the "**Common Elements**") consist of:

§5.1(A). The present fee title in the Land subject to the rights of the Declarant hereunder (including but not limited to the rights reserved in Articles IV – VII); and all portions of any building(s) then part of the Condominium and not included in any Unit by virtue of Article IV hereof, including, without limitation, the following to the extent such may exist from time to time and, subject also to the exclusive and non-exclusive rights of Unit Owners as set forth in Articles IV and VI, and the rights and elements reserved to the Declarant in this Master Deed:

§5.1(A)(1). The foundations, columns, girders, beams, supports, ceiling joists, studding, common walls, main walls, roofs, halls, corridors, lobbies, stairways, gutters, downspouts, mailboxes and other improvements including railings, exterior steps and exterior lighting fixtures exclusive of the portions of such improvements that are included within a Unit as described in Article IV hereof or in Exhibit C or as described in any Amendment of the Master Deed by which a Unit is included in or added to the Master Deed;

§5.1(A)(2). Those portions of floors, ceilings and walls not included in the Units as defined in Article IV hereof;

§5.1(A)(3). The walkways, steps, porches/decks/patios, sheds, parking areas and driveways, subject to the easements for the exclusive use of such areas granted to a Unit to the extent provided in Article IV;

§5.1(A)(4). Installations of central services, such as power, light, telephone, gas and water, and all conduits, chutes, ducts, plumbing, wiring, chimneys, propane tanks and other facilities for the furnishing of utility services or waste removal which are contained in portions of the buildings or common areas, and all such facilities located within the common areas or contained within any Unit which serve parts of the building other than the Unit within which such facilities are contained all subject to the easements for the use thereof granted to Unit(s) to the extent provided in Article IV;

§5.1(B). All additional buildings which do not house units including but not limited to the clubhouse, subject to the exclusive rights of the Declarant as provided in Article VI below;

§5.1(C). All lawns, gardens, ponds, roads, walks, pathways, dumpster areas, guest parking areas as shown on the Plans, mailbox kiosks and other improved or unimproved areas not within the Units, subject to the easements for the exclusive use of such areas granted to a Unit to the extent provided in Article IV;

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§5.1(D). All other Common Elements and features of the Condominium, however described, excepting only the Units themselves as hereinbefore defined and described. The rights in and to the Common Elements shall, however, always be subject to (i) such exclusive and non-exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may be hereafter established pursuant to the provisions of this Master Deed, the By-Laws of the Trust and the Rules and Regulations from time-to-time established thereunder; (ii) the rights and easements reserved to the Declarant under this Master Deed or otherwise permitted by law and (iii) rights of the Trustees to grant easements (including but not limited to exclusive use easements of limited common areas) pursuant to the Act.

§5.1(E). **The common septic system/wastewater treatment facility serving the Condominium, including but not limited to the common leaching areas (wastewater disposal area), all pipes and other appurtenances servicing the Condominium and the Units within the Condominium, all as further described herein (the "Septic System Facilities").**

§5.1(F). **The common well water system serving the Condominium, including but not limited to the common pipes and other appurtenances servicing the Condominium and the Units within the Condominium, all as further described herein (the "Well Water Facilities"). All easement rights (if any) located outside of the Land as described herein or granted hereafter pursuant to the terms hereof or of the then applicable provisions of the Act;**

§5.1(G). Such additional Common Elements as may be defined in the Act;

Section 5.2: Reservation of Rights by Declarant:

§5.2(A). *The Infrastructure:* (a) The Declarant reserves the right to grant and reserve drainage, slope and utility easements over, under, through and across the common areas of the Land and Buildings, for the installation, construction, maintenance and reconstruction of common infrastructure for the Condominium, as well as any and all related appurtenances related thereto or connected therewith, including but not limited to the pipes, conduits, controls, ducts, plumbing, cables, manholes, equipment and other facilities for the furnishing of utility service to and from the Units; for the installation, construction, maintenance and reconstruction of pipes and other conduits for the public water supply servicing the Units in the Condominium; for the installation, construction, maintenance, repair, operation or reconstruction of underground drainage facilities of all types and kinds, and for the installation, construction, maintenance, repair, operation or reconstruction of any and all other utilities of all types and kinds.

§5.2(B). *Minor Adjustments:* Notwithstanding the foregoing provisions of this Article V, the Declarant reserves from the Common Elements established under this Master Deed or any Amendment to this Master Deed, the portions of the Land adjacent to any building or the portion of any building (other than the portions thereof within a Unit conveyed to a Unit Owner), as may be applicable, within the Minor Adjustment Area further defined herein to do any of the following (**"Minor Adjustments"**): to add deck(s), porches or patios, to modify a hallway or foundation of a building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic or basement space into a Unit and to undertake other

similar activities; provided, however, that the foregoing reservation may not be exercised so as to result shall be deemed to that certain area that extends ten (10) feet beyond the foundation of the Buildings now or hereafter included within the Condominium.

If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, in the case of Phase 1, within three (3) years after the recording of the Master Deed, and in the case of future Phases, within three (3) years after the recording of the Amendment to the Master Deed pursuant to which such future Phase is included within the Condominium. No such Minor Adjustment shall take effect until an Amendment to the Master Deed is recorded with a revised Phase Plan depicting the Minor Adjustments made and the changes in the dimensions of any Unit resulting therefrom; such Amendment to the Master Deed shall reflect the new unit style, the Base for the purpose of determining the new percentage interest (as is further set forth in Article X hereof) and any adjustment in the Unit Owners percentage in the Common Elements determined in the manner provided in Article X. After the expiration of the aforesaid 3 years, if no such Minor Adjustments have been made, then the areas so designated shall automatically become a portion of the Common Elements.

If and to the extent the areas so reserved for Minor Adjustments are determined to be common areas and facilities within the meaning of the Act, the same shall be treated as limited common areas and facilities under this Master Deed and the Trust, and the Unit Owners shall be deemed to have been granted exclusive possession thereof by the amendment of the Master Deed depicting such Minor Adjustment and as having been granted an exclusive easement therefor.

§5.2(C). *Access to Units, Exclusive Use Areas and Common Areas:* The Trustees and/or the Declarant shall have, and are hereby granted, the easement and right of access to or through each Unit and any area or facility, the exclusive or non-exclusive use of which is provided to the Unit, for purposes of: (i) operation, inspection, protection, maintenance, repair and replacement of Common Elements or of other Units or any exclusive areas or facilities provided to such other Units; (ii) correction, termination and removal of things which interfere with the Common Elements or are otherwise contrary to or in violation of provisions hereof; and (iii) for such other purposes as the Trustees and/or the Declarant deem reasonably necessary, appropriate, or advisable. The Trustees shall give reasonable advanced notice to the Unit Owner that such access shall be necessary, except in the case of emergencies, in which case, no notice shall be required.

Except as otherwise provided herein, the Declarant and/or the Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, parking areas, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping in the Common Elements; and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

§5.2(D). *Permits and Approvals: Age Restrictions.*

§5.2(D)(1) **The Condominium is subject to the provisions of the Active Adult Special Permit for construction of senior housing, parking, drainage, improvements and**

associated infrastructure, ("Special Permit") dated _____as issued by the Town of Stow Planning Board herein described, recorded in the Registry in Book _____, Page _____ and in accordance therewith, all Units shall be subject to an age restriction limiting occupancy to at least one person who has attained a minimum age of fifty-five years (the "Qualified Occupant") and by:

- **i. Spouses;**
- **ii. Persons providing health care services to a Qualified Occupant of such Unit;**
- **iii. A child or grandchild of a Qualified Occupant of such Unit, provided hat such child or grandchild has attained the age of majority; or**
- **iv. One other person who has reached the age of majority, or any other child, grandchild or guest of any age but such child, grandchild or other guest may only stay for six months in any nine month period;**
- **vi. Notwithstanding the foregoing, no more than one of the persons occupying any Unit may be under fifty-five (55) years of age, exclusive of any nurses or other persons who provide health care services to the occupants of said Unit.**

§5.2(D)(2). In the event of the death of the Qualifying Occupant(s) of a Unit or other involuntary transfer of a Unit, a two (2) year exemption shall be allowed for the rental or sale of the Unit to another Qualifying Occupant(s) so long as the provisions of the Housing Laws, as such term is defined below, are not violated by such occupancy.

§5.2(D)(2). This Age Restriction is intended to be consistent with, and is set forth herein in order to comply with the Fair Housing Act, 42 USC §3607, as amended, the regulations promulgated thereunder, 24 CFR Subtitle B, Ch. 1, §100.300 et. Seq. and MGL Chapter 151B, §4 and the regulations as well as the regulations and requirements of the Department of Housing and Community Development (DHCD) relating thereto (collectively, the "Housing Laws"). The Age Restrictions set forth herein shall be construed so as to be consistent with the Housing Laws as well as any other federal and state laws, regulations and requirements, and nothing in these Age Restrictions shall require the Declarant or Unit Owners to take any action in violation of the Housing Laws or any other applicable state or federal law, regulations or requirements.

§5.2(D)(3). Notwithstanding the provisions hereof, in the event that any federal, state or municipal statute, regulation, ordinance, by-law, requirement, permit or approval applicable to, or received in connection with this Condominium is hereafter modified such that the Age Restrictions set forth herein become inconsistent with the terms thereof, these Age Restrictions shall be deemed to be likewise modified to be consistent with such modifications. Evidence of such modification shall be in the form of a Special Amendment to this Master Deed, recorded in accordance with the provisions set forth in Section §7.4 of this Master Deed.

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§5.2(D). ***Permits and Approvals:*** **Affordability-Restriction. Pursuant to the terms of the Special Permit, __( )_of the Units shall be designated as affordable units (the "Affordable Units"), restricted to terms of sale and occupancy pursuant to terms of the Town of Stow Zoning Bylaw and an Affordable Deed Rider, as approved by the department of Housing and Community Development, ("DHCD") as more fully set forth in the By-Law and Special Permit. The Affordable Units will be indicated as such in this Master Deed or an amendment thereto which creates said Affordable Units. The Affordable Units are restricted to households whose maximum income does not exceed the specified limits provided by the Section of the Town of Stow Zoning By-Law (the "Affordability Restriction"). The Affordable Units shall be sold only to income eligible persons or households. To the extent applicable, the Affordable Units shall be sold and resold consistent with the local preference criteria established from time to time by the Massachusetts Department of Housing and Community Local Initiative Program or other applicable state housing program.**

§5.2 (E). *Conservation Restriction and Trail Easements:* Parcels_____, as described further on Exhibit A of this Master Deed (the "Open/Conservation Land"), shall be subject to conservation restrictions and trail easements to be granted to the Town of Stow Conservation Commission pursuant to the provisions of G. L. c. 40,§8C and G. L. c. 184, §§31-33. Declarant reserves the right to grant such conservation restrictions and trail easements on Parcels _____, as described further on Exhibit A of this Master Deed, as Declarant deems necessary and appropriate in its sole discretion (the "Conservation Restrictions" and "Trail Easements") and no unit owner or owners shall have the right to object to such grant. Upon approval of the conservation restrictions and trail easement by the applicable state and municipal departments, the Declarant, (and the then Trustees) shall cause the final executed documents documenting same to be duly recorded at the Registry of Deeds. Thereafter, this Master Deed, the Conservation Land and the Trail Easement shall be subject to the provisions of such conservation restrictions or trail easements as if such restriction and easements were recorded prior to this Master Deed and at all times the Master Deed shall be considered subordinate to such conservation restrictions and trail easement. Alternatively, the Open/Conservation Land may be granted in fee, in whole or in part to the Town of Stow or to a non-profit conservation organization, and same shall be owned, managed and maintained by the Town of Stow or such nonn-profit conservation organization, at all times subject to the Conservation Restrictions and the Trail Easements.

§5.2 (f). *Permits and Approvals:* Unit Owner Obligations. In addition to the items set forth in this Article V, The Special Permit, as defined above, contains other conditions and obligations, which conditions and obligations, the Declarant, the Trustees and each Unit Owner, upon the acceptance and recording of a deed to a Unit affirmatively agrees to comply.

ARTICLE VI.

USE OF THE BUILDINGS, UNITS AND COMMON ELEMENTS

Section 6.1: *Restrictions on Use:* The following restrictions (a) shall be for the benefit of all the Unit Owners, 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 the provisions of this Article VI except such as occur during the period of his or her ownership of his or her Unit:

§6.1(A). Except as set forth herein, any and all Common Elements from time to time included in or serving the Condominium shall be used only for the private recreation and enjoyment of the Unit Owners and/or occupants of the Units and their families and guests, and shall not be used in a manner inconsistent with the terms hereof, the By-Laws of the Trust, and all Rules and Regulations promulgated pursuant thereto.

§6.1(B). The Units and the Common Elements of the Condominium shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees, no such Unit shall be used for any purpose other than for residential purposes as a dwelling for one (1) family or for no more than two (2) persons per bedroom, provided that nothing contained herein shall (i) prohibit any Unit Owner from having temporary guests as set forth herein, and provided further that said Trustees shall have the right to regulate the maximum number of occupants of any Unit or (ii) prohibit a person residing in any such Unit from using the same for his or her personal business or professional use as a so-called "home office" to the extent such use is permitted in accordance with the applicable zoning by-laws of the Town of Stow, Massachusetts. The provisions of this paragraph shall not be applicable to the rights of Declarant.

§6.1(C). The Units shall be subject to the further restriction that, unless otherwise approved in writing by the Trustees, no such Unit shall be rented, let, leased, or licensed for use or occupancy by others than the Unit Owners thereof except for periods of six (6) months or more. Units may only be so rented, let, leased or licensed to persons who have first been approved in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, religion, color, national origin, sex, age, ancestry or marital status, nor otherwise unlawfully or unreasonably withheld, nor delayed by more than ten (10) days. Notwithstanding such rental, letting, leasing or licensing, Unit Owners shall maintain electric and all other municipal service accounts in their Units in their own names. Those persons to whom such Units are rented, let, leased or licensed must comply with the Master Deed, Trust and Rules and Regulations established under the Trust. The Trustees, in their discretion, may waive the restrictions on leasing in respect of any Unit (except for provisions set forth in a deed rider) permanently or for such periods of time or for such occupancies otherwise limited under this Article VI as the Trustees may determine. The provisions of this paragraph shall not be applicable to the rights of Declarant.

§6.1(D). The architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing,

except as provided in this Master Deed, the Declaration of Trust or the Rules and Regulations established from time to time by the Trustees, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decalcomania, other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window. This paragraph shall not be applicable to the Declarant.

§6.1(E). No driveway providing access to a Unit shall be blocked by an automobile or vehicles or equipment so as to prevent access by other vehicles to or from other Units or the Common Areas.

§6.1(F). Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium, or contents thereof, applicable for housing, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements;

§6.1(G). Any Unit Owner may keep up to two dogs or two cats in the Unit (or one of each) subject always, however, to the restrictions and limitations contained in this Paragraph. No other animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees. All such pets must be registered with the Trustees. The keeping of any pet even with such approval shall be subject to rules adopted by the Trustees and subject to the condition that they are not kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise, as determined by the Trustees, shall be permanently removed from the Condominium. The Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance warning the Unit Owner that their pet may be permanently removed.

If the pet continues to create a nuisance or unreasonable disturbance the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash. The Unit Owner shall be responsible for any and all damages caused by the pet;

§6.1(H). No offensive activity shall be carried on in any Unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents, visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;

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§6.1(I). Each Unit Owner shall be obligated to maintain and keep in good order and repair his Unit and EUA, if applicable, in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from his Unit, or from the doors and windows thereof, any dirt or other substance.

§6.1(J). All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit;

§6.1(K). No Unit Owner, or occupant, his family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his Unit or EUA any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use;

§6.1(L). There shall be no restriction upon any Unit Owner's right of ingress and egress to his Unit, which right shall be perpetual and appurtenant to the Unit Ownership;

§6.1(M) No sign shall be displayed or erected on any Unit or an EUA except for name and number signs identifying the owner of the Unit or the street number and shall be not more than two (2) feet in area.

§6.1(N) No buried oil tanks shall be permitted on any of the Condominium Land;

§6.1(O) The decks, patios, balconies and porches, parking areas and sheds, if any, that are appurtenant to each Unit are subject to such limitations and conditions as are imposed by the Trustees. Other than chairs, benches, umbrellas, tables and barbecues of such number, nature and type as are normally and actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, are to be affixed or stored on decks, porches and patios, except with the approval of the Trustees, which approval may be withheld in their absolute discretion.

§6.1(P) No Unit shall contain more than ____ bedrooms without the express written approval of the Town of Stow Board of Health.

The Trustees, in the enforcement of these restrictions, may resort to all lawful remedies, including the levying of fines upon Unit Owners not to exceed one month's common charge for each violation, and all fines so levied and all other enforcement expenses, including reasonable attorneys' fees, shall be levied upon the Unit Owner found to be in violation, as a common expense, and all such expenses shall become a lien upon the Unit and subject to collection and enforcement as provided in the Act.

Section 6.2: <u>Reservation of Rights by Declarant:</u> No other use of the Common Elements and the Units than is provided for hereunder may be made without the prior written consent of

the Trustees of the Trust, provided that the Declarant may, until all of said Units in Phase 1 and any future Phases have been sold by the Declarant:

§6.2(A). Use any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units or related purposes;

§6.2(B). Use any parking spaces except those belonging to a Unit Owner for parking of trucks, for storage, or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units or in connection with related purposes;

§6.2(C). Place on the exterior of or in the window of any unsold Units, a sign, plaque or communication in connection with the sale or leasing of Units owned by the Declarant and otherwise, place within the Common Elements such signage as the Declarant may consider to be appropriate signs advertising Units for sale or inspection;

§6.2(D). In the event there are unsold units, the Declarant shall have the right to lease such Units and shall have all of the other rights as owner of these unsold Units, as any Unit Owner. Notwithstanding the foregoing the time limitations for leases set forth in §6.1(C) shall not apply to the Declarant.

§6.2(E). Proceed, together with its contractors and other appropriate personnel, to develop, renovate, repair and/or construct buildings, Units and facilities in connection with or relating to the Buildings, Additional Buildings or future Common Elements and exercise all rights and easements reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed. Such rights shall include, without limitation, the right to pass and repass over the Land, to use the Land to install and maintain construction trailers and temporary sale facilities and to use the Land for the transportation, storage and handling of materials and equipment and to connect with or add to utility facilities located in, upon or under the Land; and

§6.2(F). Use, and reserve to itself portions of the Common Elements and any parking spaces not assigned to Unit Owners, in connection with the construction, sale, management or leasing of Units or related purposes. The times and the manner in which Declarant uses any such Common Elements for such purposes shall be within the discretion of the Declarant.

Section 6.3: <u>Alterations; Maintenance Obligations:</u>

§6.3(A). *Unit Owner's Maintenance Obligations:*

§6.3(A)(1). The following shall be the sole expense and responsibility of each Unit Owners: The maintenance, repair and replacement of the Unit Owner's Unit and its various elements contained therein, the general cleaning and maintenance of the interior portions of such Unit, shed and decks/patios/porches, the maintenance, repair and

replacement of all exterior lighting, door hardware and all windows of each Unit. The following shall be a common expense: the maintenance, repair and replacement of decks, patios, porches (other than for general cleaning), the maintenance (including painting), repair and replacement of all exterior doors, door frames and window frames, the painting of all exterior surfaces of all Units, the maintenance, repair and replacement of the siding, roofs and structural components of all Units, the maintenance, repair and replacement of the driveway of a Unit (including snow removal) and the maintenance, repair and replacement of the landscaping and walkways (including snow removal) and the cleaning, repair and replacement of gutters and downspouts on the exterior of each of the units.

§6.3(A)(2). Without limiting the generality of the preceding subparagraph, each Unit Owner shall be responsible for the maintenance, repair and replacement of (i) the heating, ventilating and air conditioning equipment (ii) the chimney and flue, (iii) appliances, (iv) the electric meter and water meter reading device, (v) light bulbs for exterior lighting, (vi) smoke detectors, (vii) telephone, cable television and similar wires and conduits, and all other devices or equipment for such Unit, which are located in such Unit or which extend from such Unit and serve only such Unit;

§6.3(A)(3). Except as set forth in this Master Deed, the Unit Owner shall not make repairs or perform work to or within any Common Elements (or which are designated herein as a common expense) without the express written consent of the Trustees (or in such other manner as may be provided in the Trust); all maintenance, repairs or replacements shall be done in accordance with the By-Laws; and the Unit Owner shall be liable to the Condominium for any loss, cost or expense arising from such Unit Owner's misuse of or negligence with respect to the Unit or Common Elements.

§6.3(A)(4). If a Unit Owner shall by misuse, negligence or willful acts cause damage to any Common Element, the Unit Owner shall be liable for the cost thereof as part of and in addition to such owner's share of the Common Expenses. If any Unit Owner shall fail or neglect so to maintain, repair or replace any facility or item as required herein, or if any Unit Owner shall fail to perform any other work or take any other action required under this Master Deed, the Trust, the By-Laws or the Rules and Regulations issued thereunder, the Trustees shall do so. The Trustees shall then charge such Unit Owner for the costs thereof, and the Unit Owner shall be liable for such costs as part of and in addition to such Owner's share of the Common Expenses. Until such charges are paid by such Unit Owner, the same shall constitute a lien against the Unit pursuant to the provisions of this paragraph and of Section 6 of the Act.

§6.3(A)(5). The maintenance, alteration, repair and replacement obligations herein contained notwithstanding, the Trustees of the Trust may, in the exercise of their discretion, require other established levels of maintenance, repair and upkeep by the various Unit Owners with respect to those facilities and items which Unit Owners are required herein so to maintain, repair and replace. The Trustees also may reasonably regulate and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

§6.3(B). *Alterations of Units:* The Unit Owner of any Unit may at any time, and from time to time, make alterations to his or her Unit with the prior written consent of the Trustees subject to and in accordance with the provisions of all applicable permits, deed riders and restrictions, the Stow Zoning By-laws and this §6.3(B), which consent shall not be unreasonably withheld (a "**Permitted Alteration**").

§6.3(B)(1) For the purposes of this Master Deed, the following shall constitute a Permitted Alteration:

§6.3(B)(1)(a) the change of the use and designation of any room or space within such Unit, subject always to the provisions of Article VI hereof and of the Trust;

§6.3(B)(1)(b) the modification, removal or installation of interior non-bearing, non-structural walls lying wholly within such Unit;

§6.3(B)(1)(c) any replacement of exterior lighting and windows with those of comparable styles to the lighting or windows being so replaced.

§6.3(B)(1)(d) the conversion of an existing patio or porch into a screened porch.

§6.3(B)(1)(e) Except as set forth in Section 6.3(B)(1)(d), the expansion of any unit beyond the existing footprint at the time of conveyance of the first deed for such Unit shall not be permitted under this Master Deed. Furthermore, the expansion or alteration to create more than two bedrooms per Unit is not permitted.

§6.3(B)(2) The following procedures and requirements shall apply to all Permitted Alterations performed by a Unit Owner other than the Declarant:

§6.3(B)(2)(a) All Permitted Alterations must be completed by and at the sole and separate expense and responsibility of the Unit Owner making such Permitted Alterations.

§6.3(B)(2)(b) All Permitted Alterations must be completed in a good and workmanlike manner, in a fashion that will not impair the structural or architectural integrity of any part of the Building or any of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the Common Elements by others entitled thereto.

§6.3(B)(2)(c) All Permitted Alterations must be completed pursuant to all applicable laws, ordinances and regulations of governmental bodies having jurisdiction thereof (including without limitation, zoning, building, health,

sanitation and fire protection laws, ordinances and regulations, and pursuant to a building permit therefore, if required by law).

§6.3(B)(2)(d) All Permitted Alterations must be completed in accordance with plans and specifications there for which have been submitted to the Trustees and approved in advance of any work being performed, which approval shall not be unreasonably withheld or delayed. If the Trustees fail to approve or disapprove the plans (stating reasons for such disapproval) within 60 days of the date that plans were submitted to them in accordance with this paragraph, the Trustees shall be deemed to have approved said plans.

§6.3(B)(2)(e) The Unit Owner performing such Permitted Alterations shall be responsible for any damage to other Units or Common Elements caused by or attributable to the same or any work relating thereto.

§6.3(B)(2)(f) Such Unit Owner shall carry adequate and appropriate insurance relating to all such Permitted Alterations (including any such insurance which may reasonably be required by the Trustees).

ARTICLE VII.
AMENDMENT OF MASTER DEED

Section 7.1: *General Provisions:* This Master Deed may be amended by vote of at least 75% in beneficial interest of all Unit Owners, cast either in person or by proxy at a meeting duly held in accordance with the provisions of the Trust; or in lieu of a meeting, any amendment may be approved in writing by 75% in beneficial interest of all Unit Owners. Any amendment is subject to the following:

§7.1(A). Except with regard to an amendment by the Declarant as provided in Section 7.2 or Section 7.3 below or Article XI, the date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

§7.1(B). Any Amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Cottages at Wandering Pond Condominium Trust, who certify under oath in such instrument that the Amendment has been approved by the requisite number of Unit Owners, First Mortgagees and Trustees as may be set forth herein, is duly recorded in the Registry;

§7.1(C). No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

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§7.1(D). Except with regard to the Declarant's Expansion Rights as provided in Section 7.2 of this Article or the completion of Minor Adjustments under Article V hereof, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners affected by such alteration and said instrument is recorded as an Amended Master Deed;

§7.1(E). No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record shall be of any force or effect unless the same has been assented to by the record holder of such mortgage. The alteration of the percentage interest of a Unit Owner in the Common Elements as permitted under this Master Deed shall not be treated as an event which impairs the security of any such mortgage;

§7.1(F). No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act or any approval or permit issued by a board or officer of the Town of Stow shall be of any force or effect; and

§7.1(G). No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has fully exercised its Expansion Rights, unless the Declarant executes the instrument of amendment.

Section 7.2: *Reservation of Rights by Declarant:* Notwithstanding the foregoing, each Unit Owner and all those taking title from or through such Unit Owner, including, without limitation, any mortgagees, by accepting delivery of or recording a deed to such Unit, acknowledges and consents to the Declarant's Expansion Rights (as referred to in Article II of this Master Deed) and shall be deemed irrevocably to consent to the following (and in respect of which no separate approval or consent shall be required from any of the Unit Owners):

> At such times as construction of any of the Additional Buildings or Additional Units or Common Elements or Minor Adjustments (the "**Additional Improvements**") has been completed, the Declarant may, without the necessity of further consent from any Unit Owner or mortgagee, amend this Master Deed so as to subject any such Additional Improvements and/or any of the Land to the provisions of the Act. The foregoing amendment shall contain all of the particulars required by the Act. From and after the recording of such amendment, the Condominium shall include the Land and/or Additional Improvements added by such amendment and the Additional Units therein (if any) shall be subject to assessments and entitled to vote as provided in the Trust and the percentage interest of Unit Owners in the Common Elements shall be adjusted as provided in Article X. All taxes and other assessments relating to any such Land and/or Additional Improvements must be paid or otherwise satisfactorily provided for by the Declarant prior to the inclusion of such Land and/or Additional Improvements in the Condominium. All intended improvements or Common Elements in any future Phase must be completed sufficiently for the certification of plans provided for in Section 8 of the Act prior to annexation.

Each Unit Owner in the Condominium shall be treated as having constituted and appointed the Declarant the true and lawful attorney of such Unit Owner to execute, acknowledge, deliver and record any such amendments of the Master Deed and/or instruments, such power of attorney shall be treated as being granted as coupled with an interest and irrevocable. In no event shall the Master Deed be amended by the Declarant so as to provide for more than 141 Units.

The Declarant reserves and shall have the rights, without the consent of any Unit Owner, pursuant to and in accordance with the provisions hereof: (a) to demolish existing improvements on the Land located outside of Phase 1 or any other Phase submitted to the provisions of the Act and otherwise develop, renovate and construct the Additional Improvements, including Additional Buildings and Additional Units to be included therein as hereinbefore set forth, and all roads, ways, utilities and other improvements and amenities pertaining thereto and (b) to grant easements on, across, under, over and/or through the Common Elements and facilities or any portion thereof which the Declarant deems necessary or convenient (i) in connection with the development, renovation, construction or use of the Land, the Additional Units and/or the Additional Building(s), or (ii) in connection with providing access to and egress from any condominium or other residential development constructed by Declarant or any affiliate of Declarant, or any unrelated third party on land adjacent to the Land.

The foregoing reserved rights to amend the Master Deed and include the Land and/or Additional Improvements in the Condominium shall terminate and be of no further effect at the later of (a) fourteen (14) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or common area structures, the construction of which is commenced within such fourteen (14) year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium, or (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC.

Nothing herein shall be deemed to obligate the Declarant to commence or complete any such demolition, renovation or construction of Additional Units, Additional Buildings or other improvements on the Land or to include any building or other improvement constructed on the Land within the Condominium.

The Declarant expressly reserves the right and easement and shall have the right to make such use of the portions of the Land otherwise within the Common Elements of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete such development, renovation and construction of any Additional Units, Additional Buildings and/or other improvements. Neither the Trustees of the Trust nor any Unit Owners shall interfere with the Declarant's activities on the Land, or the rights reserved to the Declarant pursuant to this Article, relating to any such development, renovation and construction of Additional Buildings Additional Units and/or other improvements.

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Section 7.3: *Special Amendments:* Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record one or more special amendments (a "**Special Amendment**") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or the Trust:

§7.3(A). To comply with requirements of the Federal National Mortgage Association ("**FNMA**") or of the Federal Home Loan Mortgage Corporation ("**FHLMC**"), or any other governmental agency 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;

§7.3(B). To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering the ownership of a Unit;

§7.3(C). To bring this Master Deed or the Trust into compliance with the Act;

§7.3(D). To correct clerical, typographical or other errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto; and

§7.3(E). To make any other minor modifications, additions or deletions to this Master Deed provided that such shall not materially or adversely impair the rights of Unit Owners or mortgagees hereunder.

§7.3(F) To modify the terms of this Master Deed as necessary to make it consistent with any existing, amended or subsequent Special Permit or other municipal, state or federal permit received in connection with the development of this Condominium or municipal, state or federal statute or regulation that may be applicable hereto, including but not limited to the removal of all or a portion of the Conservation/Open Space land from the Condominium and conveyance of same to the Town of Stow or a non-profit conservation organization.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. By each Unit Owner's acceptance of a Unit deed, each Unit Owner and those taking title from or through such Unit Owner, including, without limitation, any mortgagees, shall be deemed to have consented to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of the Declarant to act pursuant to rights reserved or granted under this Sections 7.3(A) - 7.3(F) shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant, to the Trustees of the Trust at the time of the first annual meeting of the Unit Owners to occur after the later of (a) fourteen (14) years after the date of recording hereof, or (b) the date of final completion of any Additional Unit(s), Additional Building(s) and/or common area structures, the construction of which is commenced within such fourteen (14) year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium.

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ARTICLE VIII.
MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Declaration of Trust to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages ("**First Mortgagees**") of record with respect to the Units and shall be enforceable by any First Mortgagee:

§8.1. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws 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 its mortgage; or (ii) accept a deed (or assignment) in lieu of foreclosure in the even of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee.

§8.2. Any party who takes title to a Unit by foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;

§8.3. 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;

§8.4. Except as otherwise provided by this Master Deed or applicable law, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees that represent at least fifty-one (51%) percent of the votes of Units that are subject to mortgages, shall be required to:

§8.4.1 by any act or omission, seek to abandon or terminate the Condominium after substantial destruction or condemnation occurs or for other reasons agreed to by such mortgagees; or

§8.4.2 add or amend any material provisions of the Condominium documents of the Condominium of a material adverse nature to mortgagees.

As to any such addition or amendment, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after the proposal is made, provided such proposal is sent by certified mail, return receipt requested. An affidavit by the Trustees appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 60 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

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§8.5. Consistent with the provisions of Chapter 183A, 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;

§8.6. In no event shall any provision of this Master Deed of the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.

§8.7. A First Mortgagee, upon request made to the Trustees, shall be entitled to written notice of:

§8.7.1 any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;

§8.7.2 any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;

§8.7.3. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

§8.7.4. any proposed action which would require the consent of a specified percentage of First Mortgagees.

ARTICLE IX.
SALE/MORTGAGING OF UNITS

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); 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 Unit 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.

"**Appurtenant Interests**", as used herein, shall include: (1) the undivided interest of a Unit Owner in the Common Elements; (2) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the

proceeds of the sale or lease thereof, if any; (3) the interest of such Unit Owner in any other assets of the Trust; and (4) exclusive rights of Unit Owners as provided in this Master Deed.

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trust all unpaid common charges theretofore assessed by the Trust against such Owner's Unit and until he shall have satisfied all unpaid liens against his Unit.

ARTICLE X.
DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, as permitted and in accordance with the formula set forth herein and the provisions of Chapter 183A of the General Laws of Massachusetts. Any such amendments in subsequent phases to the Units then existing in the condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis.

Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit C annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those included in Phase 1.

From and after the inclusion(s) in this Condominium of Additional Building(s) or the completion of Minor Adjustments under Article V, the percentages to which Units in Phase 1 are entitled shall be reduced accordingly, and the percentage to which Units in Phase 1, and in each Additional Building(s) to the Condominium subsequently included therein, shall at all times be in accordance with the provisions of the Act and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the common areas and facilities attributable to each style of Unit in the Condominium (whether included therein in Phase 1 or a subsequent Phase), shall be entitled shall be a number (expressed as a percentage) equal to the Base for such Unit style, as specified herein or in an Amendment of the Master Deed, divided by the number S, determined as herein specified. The Bases for the several present and anticipated Unit styles shall be as follows:

Style A:

Style B:

Style C (Affordable):

The Bases for new Unit types included in Additional Building(s) to the Condominium shall likewise be determined by the Declarant in accordance with the provisions of the Act and in fair and equitable proportion to each other and to the Bases for present Unit types, and shall be set forth in an Amendment to the Master Deed by which such Addition(s) are included in the Condominium. The number S shall be the sum of the products of the then number of each type of Unit included in the Condominium times the Base for such Unit type. It is provided, however, that (a) the percentage figures so determined shall be rounded to the nearest one-thousandth (taking 5/10,000 as a major fraction), and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total, and (b) the percentage figures so determined and so rounded shall be set forth in the Amendment to this Master Deed by which the Additional Building(s) resulting in such change of percentage is included to the Condominium.

Notwithstanding anything contained herein to the contrary, Declarant reserves the right to assess condominium fees pursuant to the provisions of the Trust in the approximate relation that the area of the Unit bears to the aggregate area of all of the Units, which may take into account Unit location, amenities and EUAs benefitting the Unit.

ARTICLE XI.
UNITS SUBJECT TO MASTER DEED, UNIT DEED, AND TRUST

Section 11.1. All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed conveying such Unit, the Trust and By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, the items affecting the title to and the use of the Condominium as set forth in Article VI of this Master Deed, Exhibit "C," the Act and the Trust.

Section 11.2. The recording of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed conveying such Unit, the Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to and use of the Land are accepted and ratified by such Unit Owner or occupant, such Unit Owner's family, guests, employees, licensees or tenants and all of such provisions shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Section 11.3. A violation of the provisions of this Master Deed, such Unit Deed, the Trust and By-Laws or Rules and Regulations promulgated pursuant thereto or of any of the provisions of said Trust shall give rise to a cause of action by the Trust in the manner provided herein, which may be enforced in any manner permitted by law, including, without limitation, by court action for injunctive relief and/or damage.

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Section 11.4. Each Unit Owner shall be a member of the Trust and subject to all rights and duties appertaining to owners under this Master Deed, the Trust and By-Laws and Rules and Regulations promulgated pursuant thereto.

Section 11.5. Each Unit Owner shall have an interest in the Trust in proportion to such Unit Owner's percentage interest in the Common Elements, and such Unit Owner's voting rights shall also be proportionate to such percentage interest. Initial assessments shall be proportionate to such percentage. Initial assessments and voting rights shall occur upon the conveyance of the first Unit.

ARTICLE XII.
ASSIGNMENT OF RIGHTS OF GRANTOR

Section 12.1: *General Assignment Rights:* The Declarant, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Trust, at any time and from time to time, to any person, trust or other entity as may be determined by the Declarant. The provisions of this Article shall be for the benefit of the Declarant and Declarant's successors and assigns.

Section 12.2: *Cross-Easements:*

§12.1(A). The Declarant hereby reserves the right and easement, for itself, its successors and assigns, the right to use the roadways, walkways, utilities and drainage systems located on, in or under the Land, whether now existing or hereafter added to this Condominium, for all purposes for which such roadways, walkways, utilities and drainage systems are commonly used in the Town of Stow. Such rights are subject to, and shall not be exercised in any manner which unreasonably interferes with the rights of the Condominium to eliminate or relocate facilities thereon, to construct buildings thereon and to adopt restrictions, rules and regulations for the use thereof (provided such restrictions, rules and regulations apply equally to the Declarant, the Condominium and others entitled to the use thereof).

§12.1(B). The Declarant, its successors and assigns shall also have the right to connect into and use all roads and walkways and to connect into, extend, lay and modify utility lines and services in connection therewith on the Land or on adjacent land provided that no such connection, extension, laying or modification shall unreasonably interfere with the use of such land for the purposes then being used by the Condominium. In addition, Declarant shall have the right to use such Land to the extent reasonably necessary in order to facilitate any construction it undertakes on adjacent land. Promptly upon completion of the exercise of any of the rights pursuant to this Paragraph B, Declarant at its expense, shall restore such Land to its condition immediately prior to the exercise of such rights.

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ARTICLE XIII.
MISCELLANEOUS

Section 13.1: *Captions:* The captions herein inserted are 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.

Section 13.2: *Gender:* The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 13.3: *Definitions:* All terms and expressions used in this Master Deed which are defined in the Act shall have the same meaning here unless the context otherwise requires.

Section 13.4: *Waiver:* No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.

Section 13.5: *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 other provisions of this Master Deed and, in such event, all the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.

Section 13.6: *Conflicts:* This Master Deed is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail.

Signature page to follow

Draft

Witness my hand and seal this _____day of _____, 20__.

DECLARANT:

_____
D. Bruce Wheeler, Trustee of The Cottages at
Wandering Pond Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____

Then personally appeared before me, the undersigned notary public, D. Bruce Wheeler, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as Trustee of The Cottages at Wandering Pond Realty Trust, for its stated purpose.

_____
Notary Public
My Commission Expires:

Draft

Exhibit "A"

TO THE MASTER DEED
OF
COTTAGES AT WANDERING POND
CONDOMINIUM
(Legal Description)

Those certain parcels of land, together with the improvements thereon, situated in Stow, Middlesex County, Massachusetts and being shown as Parcel _____ on a plan entitled, "Plan of Land in Stow, Massachusetts", dated , recorded with the Middlesex South District Registry of Deeds as in Plan Book , Plan and to which plan reference may be had for a more particular description of said Parcels _____.

For title to the Declarant, see Deeds dated _____, recorded with the Registry in Book _____, Page _____.

Draft

Exhibit "B"

TO THE MASTER DEED
OF
COTTAGES AT WANDERING POND CONDOMINIUM

(Encumbrances of Record)

The premises set forth in Exhibit A are subject to and with the benefit of easements, rights, restrictions and agreements of record, so far as the same are now in force and applicable, including but not limited to the following:

Draft

Exhibit "C"

TO THE MASTER DEED
OF
COTTAGES AT WANDERING POND CONDOMINIUM

(Unit Descriptions and Percentages)

A. The following is a description of the Units in Phase 1:

B. Percentage of Interest of Units in the Common Elements for Phase 1:

Draft

UNIT NO.	ADDRESS	SQUARE FOOTAGE	STYLE	PERCENTAGE INTEREST IN COMMON ELEMENTS	PHASE
1				%	1
2				%	1
4				%	1
41				%	1
42				%	1
43				%	1
45				%	1
46				%	1
47				%	1
48				%	1
		Total:		**100.000%**	

*The approximate square footage set forth herein includes the first and second floor, as well as the basement and garage, but excludes crawl spaces, decks, patios and porches.

Draft

3.11

AAN Design Process

3.11 ACTIVE ADULT NEIGHBORHOOD DESIGN PROCESS

Analysis of the subject property started in 2019. The applicant secured purchase options on several properties in the area. Initially, the applicant reached out to the Planning board in October of 2019 to have a dialogue about the AAN regulations. Over the course of the next two years, there was a continued exchange between the applicant and the Planning Board on working out a new AAN bylaw and regulations. Several conceptual studies were undertaken over that time and shared with the Board. The Board make significant alterations to the previous bylaw which resulted in a forward-looking AAN plan. The following outlines the general design considerations.

5.4.12.1 (ZONING BYLAW)

a. GROSS LOCUS AREA = 114.85 ACRES

b. REQUIRED OPEN LAND = 50% OF 114.85 ACRES = 57.42 ACRES (73 ACRES PROPOSED)

c. CONSERVATION RESOURCES TO BE PROTECTED:

PRIMARY CONSERVATION RESOURCES:
- -ZONE I AND IWPA OF PUBLIC WELLS (PROPOSED)
- -BORDERING VEGETATED WETLANDS
- -PERENNIAL STREAM
- -INTERMITTENT STREAM
- -35 FOOT NO DISTURB BUFFER
- -RIVERFRONT AREA
- -FLOODPLAINS

SECONDARY CONSERVATION REOURCES TO BE PROTECTED:
- -STONE WALLS
- -UNFRAGMENTED WOODS
- -SLOPES GREATER THAN 20%
- -ONE HUNDRED FOOT WETLAND BUFFER
- -LAND ADJACENT TO HALE CORZINE CONSERVATION LAND

The proposed OPEN LAND will encompass significant Resources, outlined above. The OPEN LAND will be significantly larger than the minimum requirement. Most of it will be in a large contiguous parcel that has been laid out to maximize protection of the Resources and optimally site the proposed dwellings. Existing trails and proposed trails will provide access throughout the OPEN land for public use as well as for the residents.

3.12

Letter Authorizing Completion Of Improvements

Please Note: This document is a draft, preliminary and subject to change during the permitting process. Applicant reserves the right to make changes to comply with the final plan and final approvals.

D. BRUCE WHEELER, TRUSTEE OF THE COTTAGES AT WANDERING POND REALTY TRUST
148 PARK STREET
NORTH READING, MASSACHUSETTS 01867

DRAFT

June 24, 2022

Planning Board
Town of Stow
380 Great Road
Stow, Massachusetts 01775

RE: Completion of Improvements at the Cottages at Wandering Pond, an Active Adult Neighborhood, located off of Athens Way, Stow

Dear Members of the Board:

Pursuant to Section 3.12 of the Stow Planning Board Rules and Regulations for Active Adult Neighborhood Special Permits, this letter authorizes representatives from the Town of Stow to enter onto the above-referenced premises to complete the streets and ways, services and other aspects of the Active Adult Neighborhood, in the event that the undersigned does not complete same in accordance with its obligations.

Very truly yours,

By:_____
D. Bruce Wheeler, Trustee

The Cottages at Wandering Pond Realty Trust

DRAFT

3.13

Mortgage Holders

Bank of New England

3.15

Restrictive Documents

I:\DeedRiderSAR-Massachusetts(Universal)
5/3016

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

For Projects in Which
Affordability Restrictions Survive Foreclosure

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200__. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No._____ (the "Comprehensive Permit");

(ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [ ] Massachusetts Housing Finance Agency ("MassHousing"), [ ] the Massachusetts Department of Housing and Community Development] ("DHCD") [ ] the Municipality; and [ ] _____, dated _____ and recorded/filed with the Registry in Book ____, Page ___/as Document No. _____ (the "Regulatory Agreement"); and

(iii) √ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

To be completed only by DHCD

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

To be completed only by DHCD

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

To be completed only by DHCD

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] _____ percent (___%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

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and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

To be completed only by DHCD

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

To be completed only by DHCD

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance. Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

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time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

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(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

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(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

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(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

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that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

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Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

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Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [√] shall [ ] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

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accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200_.

Grantor: Owner:

By _____ By _____

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COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

_____
Notary Public
My commission expires:

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3.17

Development Pro Forma

DRAFT

Cottages at Wandering Pond Pro Forma 6.30.22

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	Market Units			Affordable Units		
	Hazel	Mulberry	Petal	Hazel	Pebble	
	Detached 1	Detached 2	Cottages	Detached	Cottages	Totals
Units	3	99	18	18	3	141
Square Feet	1,799	2,400	1,799	1,799	1,649	
Revenue						
Base Prices	1,935,000	78,210,000	11,250,000	4,446,000	741,000	96,582,000
Costs						
Land	49,875	1,645,875	299,250			1,995,000
Infrastructure						
Engineering	12,500	412,500	75,000			500,000
Road, Crossings, Sewer and Water	246,312	8,128,292	1,477,871			9,852,475
Landscaping	12,500	412,500	75,000			500,000
Community Center						
Building	15,750	519,750	94,500			630,000
Pickle Ball	2,500	82,500	15,000			100,000
Pool	2,500	82,500	15,000			100,000
Trails and Gazebo	2,500	82,500	15,000			100,000
Home Construction Costs	998,445	42,768,000	5,893,524	5,504,940	865,725	56,030,634
Energy Efficiency Costs	45,000	1,485,000	270,000	270,000	45,000	2,115,000
Soft Costs-Units	18,000	594,000	108,000	72,000	12,000	804,000
Soft Costs-Project	30,000	990,000	180,000	180,000	30,000	1,410,000
Interest-5 Spokes	2,526	83,370	15,158			101,055
Interest-A&D Loan	18,471	609,544	110,826			738,841
Interest-Revolver	38,085	1,643,598	228,510	168,750	28,125	2,107,068
Overhead - 12%	155,161	6,298,625	919,307	660,593	103,887	8,137,573
Commissions/Marketing - 5.5%	106,425	4,301,550	618,750			5,026,725
Closing Costs	9,675	391,050	56,250	22,230	3,705	482,910
Total Costs	1,766,225	70,531,154	10,466,947	6,878,513	1,088,442	90,731,281
Profit/Loss	**168,775**	**7,678,846**	**783,053**	**(2,432,513)**	**(347,442)**	**5,850,719**
Margin	**8.7%**	**9.8%**	**7.0%**	**-54.7%**	**-46.9%**	**6.1%**

DRAFT

DRAFT

Cottages at Wandering Pond Pro Forma 6.30.22

DRAFT

	PER UNIT					
	Market Units			Affordable Units		
	Hazel	Mulberry	Petal	Hazel	Pebble	
	Detached 1	Detached 2	Cottages	Detached	Cottages	Totals
Units	3	99	18	18	3	141
Square Feet	1,799	2,400	1,799	1,799	1,649	
Revenue						
Base Prices	645,000	790,000	625,000	247,000	247,000	684,979
Costs						
Land	16,625	16,625	16,625	-	-	14,149
Infrastructure						
Engineering	4,167	4,167	4,167	-	-	3,546
Road, Crossings, Sewer and Water	82,104	82,104	82,104	-	-	69,876
Landscaping	4,167	4,167	4,167	-	-	3,546
Community Center						
Building	5,250	5,250	5,250	-	-	4,468
Pickle Ball	833	833	833	-	-	709
Pool	833	833	833	-	-	709
Trails and Gazebo	833	833	833	-	-	709
Home Construction Costs	332,815	432,000	327,418	305,830	288,575	397,380
Energy Efficiency Costs	15,000	15,000	15,000	15,000	15,000	15,000
Soft Costs-Units	6,000	6,000	6,000	4,000	4,000	5,702
Soft Costs-Project	10,000	10,000	10,000	10,000	10,000	10,000
Interest-5 Spokes	842	842	842	-	-	717
Interest-A&D Loan	6,157	6,157	6,157	-	-	5,240
Interest-Revolver	12,695	16,602	12,695	9,375	9,375	14,944
Overhead - 12%	51,720	63,622	51,073	36,700	34,629	57,713
Commissions/Marketing - 5.5%	35,475	43,450	34,375	-	-	35,651
Closing Costs	3,225	3,950	3,125	1,235	1,235	3,425
Total Costs	588,742	712,436	581,497	382,140	362,814	643,484
Profit/Loss	**56,258**	**77,564**	**43,503**	**(135,140)**	**(115,814)**	**41,494**
Margin	**8.7%**	**9.8%**	**7.0%**	**-54.7%**	**-46.9%**	**6.1%**

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3.18

Selection Requirements

3.18 SELECTION CRITERIA:

The affordable units will be leased or marketed in accordance with an Affordable Housing Marketing Plan to be prepared by a qualified Affordable Housing Consultant during the permitting process with the input of, and subject to the approval of, the Town of Stow and the Department of Housing and Community Development and will be put in place prior to the issuance of the first building permit.

3.19

Development Schedule

3.19 Development Schedule

Habitech Communities has thoughtfully considered the development schedule for The Cottages At Wandering Pond. The community is sprawling and strategically we have created 5 distinct neighborhoods that will align with the phasing progression and include 15% or 21 affordable homes. This will allow for immediate enjoyment of each resident's home and associated neighborhood. It is anticipated that approximately 24 residences will be constructed annually with the development reaching completion in 6 years.

The Greens(18 market/3 affordable) will be Phase I and will feature the unique plans, The Pebble and The Petal and will consist of developing two streets Buttercup Lane and Daisy Lane in conjunction with the surrounding pedestrian walkways and greens that complete this intimate enclave of cottage homes all under 1,799 sq. ft.
Phase II, The Meadow(14 market/2 affordable), will bring development to Lily Pad Lane which is located on the North side of Wildflower Way and across from Phase I. These detached condos, The Hazel and the family of Mulberry plans will be introduced to the market in this and future phases. Access from this Phase II to our free-standing gazebo amenity will also be installed for the neighborhood use at this point in development.

Phase III(42 market/7 affordable) will begin to incorporate the Countryside neighborhood at the most South West area of the community. This will finalize the development of all homes located off of Wildflower Way. Simultaneously with the completion of Phase III, Habitech will deliver the community common amenity building, The Cottagehouse, along Cottagehouse Lane. This will also include the swimming pool and 2 pickle ball courts. These amenities will provide a life-style value for all three of these completed neighborhoods.

The development of Wandering Pond Way, as we progress to the Northern area of the development, will lead to Phase IV, Water's Edge(9market/1 affordable). This cul-de-sac street, Stepping Stone Way will overlook the pond .

The final Phase V, Hillside(37 market/8 affordable), will include 3 streets, Daffodil Drive, Wandering Pond Circle and the final segment of Wandering Pond Way.

3.20

Unit Composition Table

Cottages at Wandering Pond

Builiding by Type	Number of Buildings	Compliance Affordable Threshold Percentage	Size: Square Feet	Number of Bedrooms	Number of Units for Handicapped	Compliance Number and Percentage of Units Less than 1,800 sf
affordable	3	**14%**	1,649			3
market rate	18		1,799			18
cottages	21					
affordable	18	**15%**	1,799			18
market rate	99		2,400			
market rate	3		1,799			3
detached condos	120					
Total Affordable Dwelling Units	21			2		
Total Market Dwelling Units	120			2		
Total Dwelling Units	141	**15%**				
					TBD	42
						30%

3.21

Development Team Information

3.21 DEVELOPMENT TEAM

APPLICANT/DEVELOPER/BUILDER:

THE COTTAGES AT WANDERING POND REALTY TRUST

148 PARK STREET

NORTH READING, MA 01864

617-538-2472

CIVIL ENGINEER - LAND SURVEYOR:

STAMSKI AND MCNARY, INC.

1000 MAIN STREET

ACTON, MA 01720

978-263-8585

LANDSCAPE ARCHITECT – LAND PLANNING:

HAWK DESIGN

PO BOX 1309

SANDWICH, MA 02563

508-833-8800

ARCHITECT:

REEVES DESIGN ASSOCIATES

18 TRAILSIDE TERRACE

MARLBOROUGH, MA 01752

508-460-0144

ATTORNEY:

D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

268 MAIN STREET

ACTON, MA 01720

978-269-7777

TRANSPORTAION ENGINEERS:

VANASSE & ASSOCIATES

35 NEW ENGLAND BUSINESS CENTER DRIVE, SUITE 140

ANDOVER, MA 01810

978-269-6830

WETLAND SCIENTIST:

GODDARD CONSULTING
291 MAIN STREET
NORTHBOROUGH, MA 01532

WETLAND SCIENTIST:

B&C ASSOCIATES, INC.
4 RICE STREET
HUDSON, MA 01749

WASTERWATER TREATMENT:

MOUNT HOPE ENGINEERING, INC.
1788 GRAND ARMY OF THE REPUBLIC HWY.
SWANSEA, MA 02777
508-379-1234

GEOHYDROLOGIST:

GEO HYDRO CYCLE, INC.
151 CALIFORNIA STREET
NEWTON, MA 02458
617-524-8074

WATER SUPPLY ENGINEER:

PROVENCHER ENGINEERING, LLC
6 WASSERMAN HEIGHTS
MERRIMACK, NH 03054
603-883-4444

ENVIRONMENTAL STRATEGISTS:

DURAND & ANASTAS ENVIRONMENTAL
27 PROSPECT STREET
MARLBOROUGH, MA 01752
774-249-8198

MARKETING AND SALES:

STREAMLINE COMMUNITIES
6 BOSTON ROAD
CHELMSFORD, MA 01824
978-952-6495

Resume of Comparable Neighborhoods

Development	Year	Town	Total Homes	Development Type	References
MacIntyre Crossing/Woods	2000-2005	North Reading	75	Conventional Single-Family	Danielle McKinight-Town Planner-978-357-5206, Leah Basbanes-Conservation Agent-978-357-5248
Villages at Stow	2005-2013	Stow	96	40B	Karen Kelleher-Planning Board Member-978-897-7258 Lori Clark-Planning Board Chair-978-897-5098
Whittridge Place	2006-2011	North Reading	36	40B	Danielle McKinight-Town Planner-978-357-5206, Leah Basbanes-Conservation Agent-978-357-5248
Ipswich River Pointe	2006-2013	Ipswich	36	40B	Bob Gambale-Chairman Board of Appeals-978-356-6672
The Willows	2006-2018	Ayer	97	40B	Mark Kotfila-Trustee-978-659-3708, 978-726-2387
Academy Hill	2006-2021	Groton	94	Open Space Bylaw Development	Takashi Tada-Town Planner-978-448-1105
Villages at Oak Hill	2011-2017	Franklin	114	Age Restricted Condominium Dev.	Bob Messier-Trustee-508-528-0876, 401-333-2383
Maspenock Woods	2016-2021	Hopkinton	31	Age Targeted Townhome Dev.	John Gelcich-Town Planner-508-497-9745

3.22

Development Impact Statement

DEVELOPMENT IMPACT STATEMENT - AAN SPECIAL PERMITS

Please type or print information in blanks below.

1. Name of Proposed Development The Cottages at Wandering Pond
2. Location Athens Street, Map R02, Parcels: 1A, 3, 4, 5, 18, 19, 20-7
3. Name of Applicant(s) The Cottages at Wandering Pond Realty Trust
4. Brief Description of the Proposed Project Construction of 141 Age targeted dwellings in an AAN
5. Name of Individual Preparing this DIS George Dimakarakos, P.E.
   Address 1000 Main Street, Acton, MA 01720 Business Telephone 978-263-8585
6. Professional Credentials Professional Engineer

A. Site Description

7. Present permitted and actual land uses by percentage of the site.

Uses	*Percentage*
Industrial	10
Commercial	
Residential	
Forest	90
Agricultural	
Other (specify)	100%

8. Total acreage on the site: 114.85 acres.

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)		
Forested	101.45	79.78
Agricultural (includes orchards, cropland, pasture)		
Wetland	11.1	11.1
Water Surface Area	1.0	
Flood Plain	5.0	5.0
Unvegetated (rock, earth, or fill)	2.0	2.0
Roads, buildings and other impervious surfaces	0.3	21.67
Other (indicate type)		

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: be sure to include overlay zoning districts.*

District	Percentage
Active Adult Overlay District	100%

10. Predominant soil type(s) on the site: Paxton Fine Sandy Loam, Merrimac Fine Sandy Loam, Hinckley Loamy Sand, Swansea Muck, Freetown Muck

Soil drainage (Use the US Soil Conservation Service's definition)

Soil Type	% of the Site
Well drained	77.4
Moderately well drained	6.0
Poorly drained	16.6

11. Are there bedrock outcroppings on the site? ____yes X no

12. Approximate percentage of proposed site with slopes between:

Slope	% of the Site
0 - 10%	63
10 - 15%	16
greater than 15%	21

13. What percentage of the site is located in the Water Resource Protection District? 31 %
How close is the site to a public well? 600 feet
To a surface water body? 0 feet
Proximity to a public well? 600 feet
Proximity to a surface water body? 0 feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Stow Conservation Commission).
____yes X no

If yes, specify: _____

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges? X yes ____no

If yes, specify: The northerly portion of the site contains a significant drumlin.

16. Are there any established footpaths running through the site or railroad right of ways?
_X_yes ____no

If yes, specify: There are several trails and paths through the site, refer to existing conditions plan.

17. Is the site presently used by the community or neighborhood as an open space or recreation area? ____yes _X_no

Is the site adjacent to conservation land or a recreation area? _X_yes ____no

If yes, specify: Hale Corzine Conservation Land

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view? ____yes _X_no

If yes, specify:

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site?
_X_yes ____no

If yes, specify resources found on site or contiguous to site There are wetlands, streams, and a small pond on site

If yes, have the required permits been granted or applied for? Please list permits and status
An ANRAD has been issued by the Conservation Commisson, verifying resource areas.

20. Is there any farmland or forestland on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? ____yes _X_no

If yes, specify:

21. Has the site ever been used for the disposal of hazardous waste? Has a 21E Study been conducted for the site? ____yes _X_no

If yes, specify results:

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste? ____yes _X_no

If yes, specify

23. Does the project contain any buildings or sites of historic or archaeological significance? (Consult with the Stow Historic Commission or the Stow Historical Society.)
___yes X no

If yes, please describe_____

24. Is the project contiguous to or does it contain a building in a local historic district or national register district?
___yes X no

B. Circulation System

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed subdivision?

Average weekday traffic	
Average peak hour volumes morning	
Average peak hour volumes evening	

See Traffic Study

27. Existing street(s) providing access to proposed subdivision:

Name Athens Street Town Classification Private
Name Goshen Lane Town Classification Private

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development:
Name of ways See Traffic Study

29. Location of existing sidewalks within 1000 feet of the proposed site? See Traffic Study

30. Location of proposed sidewalks and their connection to existing sidewalks:
Sidewalks are proposed on site.

31. Are there parcels of undeveloped land adjacent to the proposed site?___yes X no

Will access to these undeveloped parcels be provided within the proposed site?
___yes ___ no

If yes, please describe_____

If no, please explain why _____

C. Utilities

32. If dwelling units are to be constructed, what is the total number of bedrooms proposed? 282

33. If the proposed use of the site is nonresidential, what will the site be specifically used for and how many feet of Gross floor area will be constructed? _____

34. Storm Drainage

    a. Describe nature, location and surface water body receiving current surface water of the site: Perennial Stream on site

    b. Describe the proposed storm drainage system and how it will be altered by the proposed development: Stormwater management system in compliance with DEP Stormwater Standards

    c. Will a NPDS Permit be required? X yes ___ no

    d. Is the Site subject to the Stormwater Management Policy of the Department of Environmental Protection? X yes ____ no

35. Sewage Disposal - Describe nature of sewage disposal service proposed for the site.
    Sewage will be treated by an on site Wastewater Treatment Facility with a DEP Groundwater Discharge Permit.

    If a tertiary treatment facility is proposed, will it have any excess capacity?
    ____ yes X no

E. Municipal Services

36. In the event of fire, estimate the response time of the fire department (consult with Fire Dept.)

37. Describe all municipal services required by the development including but not limited to transfer station, public health nursing, police, fire, other emergency services (ambulance, etc.).
    All of these services will be rquired.

F. Measures to Mitigate Impacts

Attach brief descriptions of the measures that will be taken to:

37. Prevent surface water contamination. See Stormwater Report

38. Prevent ground water contamination. See Stormwater Report

39. Maximize ground water recharge. See Stormwater Report

40. Prevent erosion and sedimentation. See Stormwater Report and Erosion Control Plan.

41. Maintain slope stability. See Stormwater Report

42. Design the project to conserve energy. See Architect's Narrative

43. Preserve wildlife habitat. See Project Narrative

44. Preserve wetlands. See Project Narrative

45. Ensure compatibility with the surrounding land uses. See Project Narrative

46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event. See Stormwater Report

47. Preserve historically significant structures and features on the site. n/a

48. To mitigate the impact of the traffic generated by the development. See Traffic Study

49. To mitigate the impact on municipal services. See Fiscal Impact Analysis

Please use layman's terms, where possible, while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

3.22

Fiscal Impact Analysis

Durham Realty Group/*Advisory Services*
110 Durham Point Road
Durham, NH 03824
(603) 781-0935
www.drgadvisory.com

MEMORANDUM

TO: D. Bruce Wheeler

FROM: Craig Seymour

DATE: 6/30/2022

SUBJECT: Fiscal Impacts - Cottages at Wandering Pond, Stow MA

This memo presents DRG's preliminary findings regarding the fiscal impacts of the proposed development of 141 stand-alone condominium homes in Stow. This analysis is based on information provided by you and on financial and demographic data from the Town of Stow.

Project Description:

- 141 total units consisting of 21 affordable units and 120 stand-alone market rate homes ranging from 1,649 to 2,400 square feet. All units are 2-bedrooms with the primary bedroom located on the first floor.
- Assuming 1.75 persons per unit, the development will result in an increase in population of approximately 247 persons.
- Applying regional market-based ratios, the number of school-age children generated by the new development is estimated at 8.

Assessed Values:

- Units are assumed to be valued by the Stow assessor at $135 per square foot for the affordable units ($240,000 per unit) and $225 per square foot for the market rate units ($516,000).
- Total assessed value on completion (expressed in current dollars) is $66,999,650.

Property Tax Revenues:

- Applying the current $19.56 per thousand tax rate to the total assessed value results in an estimated annual property tax revenue of $1,310,514.

Other Tax Revenues:

- Total FY21 Local Receipts revenues for the Town were $231 per capita, resulting in an additional $56,905 in annual revenues to the Town.

Municipal Service Costs:

- Total FY21 costs to provide municipal services to Stow residents were $7,386,040. Allocating this between the residential tax base (94.5%) and the commercial/industrial tax base (5.5%) results in an average cost of $979 per resident, or $2,731 per household.
- These costs include expenditures for all General Government, Public Safety, Public Works Human Services and Culture/Recreation functions, and exclude any offsetting departmental revenues.
- Municipal fixed costs, such as for Debt Service and Capital Spending are not included, since the incremental increase in population will not affect these budgets.
- Education costs to the Town totaled $18,353,077 in FY21, before state aid and other revenues. This works out to $14,520 per school age child and includes school budget fixed costs that will likely not change due to the small number of additional children entering the system.
- Total estimated municipal expenditures as a result of the proposed development are $241,451 for Town services and $117,611 for education.

Net Fiscal Impacts:

- Subtracting the total annual municipal costs of $359,061 from the total tax revenues of $1,367,419 results in a net annual fiscal impact of positive $**1,008,358.**

3.24

AAN Site Plan (46 Sheets)
By Stamski and McNary, Inc.
Dated: June 30, 2022

Site Plantings (5 Sheets)
By Hawn Design
Dated: June 28, 2022

Architectural Plans (10 Sheets)
By Reeves Design Associates
Dated: June 30, 2022

3.24.13

Energy Efficiency Plan

Energy Efficiency Components

Houses to be constructed with continuous Zip Insulated 2” (R9.6) exterior sheathing over two-by-six exterior studs spaced 24” on center. Increasing the exterior stud spacing from 16” on center, to 24” on center, allows for more insulation between studs and less heat transference through wood members.

The continuous insulated Zip sheathing provides an additional R9.6 value, increasing the total exterior wall insulation value to over R30,. Seams on the sheathing are taped which minimize air leaks. Foam insulation is installed around all windows and exterior doors.

The windows will have low U values, the exterior doors will be fiberglass with better R values than steel doors.

In addition to increasing the R value in the exterior walls the attic insulation will be R60, blown-in cellulose. All penetrations between the 2nd floor and the attic are sealed to minimize any heat loss into the unconditioned attic.

The “all electric” homes will feature high efficiency heat pumps for heating/cooling, Energy Recovery Ventilators, and electric hot water heaters. All lighting will be LED.

Two electric car charging stations will be provided at the Clubhouse. Electric outlets for car charging will be option for all units.

3.27

Indoor Community Facilities

3.27 Indoor Community Facilities

While designing The Cottages at Wandering Pond, significant consideration was given by Habitech regarding the community amenities and how best to enhance the life-style of the diverse resident population. It became apparent that a well- blended array of both indoor and outdoor spaces that offered places for socialization, relaxation, exercise and inspiration were to be included to capitalize on something for everyone.

The Cottagehouse, centrally located would be the "hub" for the community. With wonderful spaces inside and the convenience of the catering kitchen, the opportunities are endless for gathering with fellow residents to cheer on a sports team, establish book clubs, cooking clubs and so much more. Why not even plan a friendly game of table shuffleboard or cards in the more intimate meeting room space. On warmer weather days, the outdoor spaces here will be abundant. Shaded seating under the covered porches or attached gazebo, or relish the sun on the exposed deck. And in the evening, perhaps gather for a neighborhood cookout at the community grilling station and socialize around the open-air fire pit.

Also, for the active life-style seeker, engage in a competitive game of pickle ball or swim a few laps in the Cottagehouse inground pool. Physical fitness and enjoying the beautiful setting can continue as community amenities expand to a vast trail system that envelops all of the neighborhoods. Seeking something more tranquil, take a moment to relax in an additional gazebo in the woods with a New England setting surrounding you. In combination with the health and wellness goals of a diverse population, Habitech plans to embrace a community garden complete with potting shed.

At the Cottages at Wandering Pond, there is a little something for everyone and then some!