

Condo Association Prevails in Effort to Stop Long-Delayed Development

NEEDHAM, MASSACHUSETTS, U.S., January 20, 2022 /EINPresswire.com/ -- A Norton, MA [condominium owners association](#) has successfully halted additional development in their community, thanks to a summary judgment handed down by Bristol Superior Court at the end of

December. The case, *G. Lopes Construction, Inc. v. Trustees of the Red Mill Village Condominium Trust*, was brought about when G. Lopes Construction, which was the assignee of the original developer of the Red Mill Village Condominiums, filed suit in an attempt to extend the deadline of its phased rights to build an additional unit 14 years after the community had been



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established. The condo owner's association, represented by [Goldman & Pease](#), LLC. of Needham, MA, fought to retain control of the common area lot targeted for development.

“G. Lopes did not submit a building or site plan to the Trustees for approval, nor did the company obtain any permits to develop the subject lot prior to the deadline set forth in the Master Deed,” said [Howard Goldman](#), Esq., of Goldman & Pease. “They never provided the Trustees with any materials to indicate they had experience in building residential condominiums. In fact, during discovery, G. Lopes even admitted that it never had any intention to develop the lot, as they had never built a unit like Red Mill

Village, so it was not something that they wanted to do.”

In issuing the summary judgment, Superior Court Justice Jackie Cowin stated that the condominium owners, “...had a right to rely on the phasing provisions of the Master Deed to establish when and how their ownership interests in the common areas would become fixed,” and that, “As no construction... had begun by June 6, 2019, the owners' interest in the common areas became fixed as of that date, and no subsequent development may occur on the lot without their consent.”

“The summary judgment proved that you can’t try to change the rules of the game at the last minute,” said Attorney Goldman. “The contractor/assignee did nothing to develop the final lot for nearly four years after it acquired the development rights, and their attempt to circumvent the Master Deed in order to gain additional time was justifiably rejected by the Court.”

Goldman & Pease is a full-service business law and real estate firm that provides litigation, transactional, general counsel, and collection services to businesses, condominium associations, and individuals throughout Massachusetts and Rhode Island. For additional information, call (781) 292-1080 or visit www.goldmanpease.com.

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