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### MASTER DEED OF JEFFERSON LANDING

27 Jefferson LLC, a Massachusetts limited liability company having a usual place of business at 110 Pleasant Street, Suite 100, Marlborough, MA 01752 (hereinafter "Declarant") being the owner of the land with improvements thereon located at 27 Jefferson Street, (hereinafter the "Premises") located in Marlborough, Middlesex County, Massachusetts (the "Municipality") by duly executing and filing this Master Deed with the Middlesex South Registry of Deeds(the "Registry") does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), proposes to create, and hereby does create with respect to the Premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides as follows:

**Section 1. Name.** The name of the Condominium shall be:

Jefferson Landing ✓

**Section 2. Description of the land.** The land on which the Condominium is located is generally known as **27 Jefferson Street Marlborough, Middlesex County, Commonwealth of Massachusetts 01752** and is more particularly described in **Exhibit A** attached hereto and made a part hereof together with any easements, encumbrances, restrictions and appurtenant rights therein specified.

**Section 3. Description of the Building** A description of the Building comprising the Condominium, stating the number of stories, the number of Units therein; the principal materials of which it is constructed, and other relevant descriptive specifications or information is set forth in **Exhibit B** attached hereto and made a part hereof.

**Section 4. Description of Units** The Units of the Condominium, their respective designations, locations, approximate areas, number of rooms, immediate common area to which each Unit has access, the boundaries defining the Units, and any other data necessary for proper identification of the Units is set forth in **Exhibit C** attached hereto and made a part hereof.

**Brecher, Wyner, Simons, Fox & Bolan P.C.**  
189 Wells Avenue  
Newton Centre, Massachusetts 02459-3348

Plan # 1/23-2622  
PROPERTY ADDRESS: 27 JEFFERSON STREET MARLBOROUGH

**As-built plan square footage:** The Units square footage is based on a gross rentable square footage calculation method. The square footage calculation includes measurements from the exterior wall to the centerline, then from the centerline of unit to units demising walls.

**Boundaries of Units:**

The boundaries of the units with respect to floor, ceiling, walls, windows, and doors are as follows:

1. FLOORS: The plane of the upper surface of the lowest sub-floor;
2. CEILING: The plane of the lower surface of the topmost ceiling joists or rafters, as the case may be;
3. WALLS: The plane of the exterior surface of the wall studs or furring;
4. DOORS AND WINDOWS: The plane of the exterior surface of doors leading to Common Areas; the exterior surface of window glass and the exterior surface of the window frames.
5. EXTERIOR BUILDING WALLS: The plane of the exterior surfaces of wall furrings.

**Section 5. Description of the Common Areas and Facilities (the "Common Elements")**

The Common Elements consist of the common areas and facilities of the Condominium, exclusive of the Units and subject to the rights of Unit Owners to exclusive use of the following appurtenances (if any): the designated parking areas, and exclusive use easement areas (which may be shown as or designated "Limited Common Areas"), include, without limitation, the following:

- (a) The land, together with and subject to all rights, easements, restrictions and agreements of record insofar as the same are in force and applicable;
- (b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the Building (other than any portion thereof included in the Units), all roofs, and the area in the Building between the upper surface of the sub flooring and the lower surface of the ceiling joists below it;
- (c) All entrances, vestibules, and exterior front stairs and interior rear stairs of the Building; elevator, the mailboxes and similar facilities in such areas; the gutters, down spouts, storm windows and screens;
- (d) All yards, plantings, gardens, parking areas, patios, terraces, steps and walkways located outside the Building and on the land, subject to any exclusive rights as set forth herein;

(e) All lighting fixtures and fences located outside the Building and on the land;

(f) All installations of central service equipment providing power, light, heat, telephone, and other electronic intelligence transmission, hot and cold water and air-cooling, including all equipment attendant thereto, all furnaces, hot water heaters, conduits, junction boxes, meters, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building or on the land and all such facilities contained within any Unit which serve other parts of the Building whether or not the same may serve the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit exclusively or contained within any common area or Limited Common Area and serving a single Unit exclusively as to which equipment/utilities same shall be deemed a part of the unit served exclusively thereby.);

(g) All other apparatus and installations existing or hereafter installed in the Building or on the land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium; and

(h) Any additional Common Elements as listed in Chapter 183A and located in the Condominium.

The use of and other matters relating to the Common Elements shall be subject to the provisions of this Master Deed, the Declaration of Trust and any By-Laws and Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time with respect to the use thereof.

**Section 6. Undivided Interests in the Common Elements** The owners of each Unit shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages shown on **Exhibit C** attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date.

**Section 7. Floor Plans and Site Plan:** There is filed herewith and made a part hereof a Site Plan and a set of the floor plans of the Building showing the layout, location, unit number, and dimensions of each of the Units "As Built", and containing the verified statements required by Chapter 183A.

**Section 8. Condominium Trust and Unit Ownership:** The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the "**Jefferson Landing Trust**" which Condominium Trust is dated June 22, 2022 and recorded herewith. In accordance with Chapter 183A, the Declaration of Trust may enact By-Laws and establish a membership organization that all Unit Owners shall be members (the "Owners' Association") and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

**Stanislav Burdan of 110 Pleasant Street, Suite 100, Marlborough, MA 01752**

The Initial Trustee(s) of the Condominium Trust have enacted By-Laws pursuant to Chapter 183A, which are set forth in the Declaration of Trust

The right of a Unit Owner to sell, transfers, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction.

Each Unit Owner shall be required to pay a proportionate share of Common Expenses upon being assessed therefor by the Trust. Such share shall be proportionate to that Unit's Common Element interest. Initial assessments shall occur upon the conveyance of the first Unit. Any Unit owned by the Declarant shall be assessed its proportionate share only if and when said Unit is sold or rented by the Declarant

There may be no restriction upon any Unit Owner's right of ingress and egress to his/her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

In the event that the Trustees shall purchase a Unit pursuant to the provisions of the Declaration of Trust, together with the Unit's Undivided Interest, and the interest of such Unit Owner in any other assets of the Condominium, then, title to the Unit, together with such interests, shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (i) settling or shifting of the Building, (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees, (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or (iv) condemnation or eminent domain proceedings, then, in any of such events, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

There is excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit, and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located in such Unit. The Trustees and their authorized agents or employees shall have a right of access to each Unit from time to time during reasonable hours (or at any time, in case of emergency) for the maintenance, repair and replacement of the Common Elements located therein or accessible therefrom or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

**Section 9. Use of Units and Common Elements**

(a) **Residential Units**. Except as provided in the next ensuing sentence, the Residential Units shall be used only for residential purposes. The Residential Units may also be used for office purposes (i) only if such office use is accessory to the residential use of such Residential Unit, and (ii) only if and to the extent such accessory office use is permitted by applicable Legal Requirements, and (iii) only if no one shall be employed in such office except residents of such Residential Unit. There shall be no signs allowed in connection with such office use. Maximum occupancy shall not exceed two (2) persons per bedroom per Residential Unit. Occupancy by additional offspring by birth or adoption will be permitted, subject, however, to applicable Legal Requirements. The Owners Association shall have the right to enforce the use restrictions set forth herein.

(b) **Storage Spaces**. The Declarant reserves the right to convert certain areas located in the **Parking Level, First and Second Floor** of the building (such areas being shown on the Floor Plans as "Storage Spaces") into storage spaces for use by individual Unit Owners who purchase easements to use them. Any storage spaces so created will be on plans to be recorded with the Registry. The Declarant does hereby expressly reserve to itself the right to sell and convey easements for the exclusive use of designated storage spaces to certain Unit Owners for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the right to grant easements for the exclusive use of storage spaces, either in unit deeds or by separate instruments. Any Unit Owner who purchases an easement for the exclusive use of a storage space shall have the right to freely convey such easement, but only to another Unit Owner in the Condominium. Any Unit Owner who has an easement for the exclusive right to use a storage space shall be responsible to maintain, repair and replace such storage space, and shall bear all risks with respect to any property stored in such storage space. Storage spaces shall be used solely for storage of normal and customary household items. No hazardous or flammable substances shall be stored in any storage space. Each Unit Owner who is granted an easement for the exclusive use of a storage space shall have an appurtenant easement for access to such storage space.

(d) **Compliance with Condominium Documents**. None of the Units, the Common Elements, or any portion of the foregoing, shall be used or maintained in a manner inconsistent with any of the Condominium Documents.

(e) **Rights of Declarant**. Until the Declarant or a successor declarant has sold and conveyed all of the Units, (i) the Declarant or its successors may, rent or lease Units, subject to the provisions of this Maser Deed, furnished or unfurnished; (ii) raise or lower the price of an unsold unit; and (iii) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the condominium

unit; (iv) proceed together with its contractors and other appropriate personnel, to perform or complete any construction, or the like in or to any of the Units or Common Elements, including any renovations, finishing work or the like in or to any Units, and exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed, and there is reserved to the Declarant an easement on, over across and through the Condominium for such purposes; (v) proceed, together with its contractors and other appropriate personnel, to complete any construction, landscaping or the like in or to any of the Common Area and Facilities and/or any renovations, finishing work or the exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the Provisions of this Master Deed.

(f) **Noise, Lighting, Odors and Signage Relative to Residential.**

It is the nature of multi-residential properties (such as this Condominium) that Units are built in close proximity to one another (resulting in sharing of common walls, floors, ducts, shafts and ceilings), and noise is frequently audible from one Unit to the next, no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Unit Owners, lessees and other occupants within the Condominium to recognize the acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is also recognized that sound insulation from an adjacent Unit in a manner comparable to a detached single-family residence is impossible to attain, and Unit Owners, lessees and other occupants hereby acknowledge that there will usually be some audio awareness of one's neighbors depending upon the situation. Unit Owners also acknowledge that Units may be subject to street and retail lighting, electric/neon signage and other types of illumination and that direct light and/or glare from such sources may be visible within the Units. Unit Owners, lessees and other occupants hereby further acknowledge that the Condominium (i) is located adjacent to or near commercial, retail, restaurants, bars, entertainment and/or parking facilities and activities, and (ii) is a multi-residential project located in an urban setting that may be subject to certain street and neighborhood noises and light sources and odors emanating from such facilities and activities, as well as construction noises and disturbances related to neighboring or adjacent properties.

**Section 10. Restrictions, on the use of residential Units.** In order to provide for congenial occupancy of the property and for the protection of the value of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the (made in accordance with Section 11 of Chapter 183A) promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 5 and 9 hereof, and may modify, remove and install non-bearing walls lying

wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirements of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;

(c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;

(d) Any designation of or use of common areas or construction in or on the common areas for the benefit of one or more units but not all units, must, before construction is begun, be approved by an Amendment to the Master Deed signed by One Hundred (100.00%) percent of the Unit Owners (and their mortgagees if required) and by a majority of the Trustees, and shall be subject to the same requirements as stated in subparagraph (b) of this Section. Notwithstanding the foregoing, with respect to construction in or on any portion of the common areas to which a unit owner individually has an exclusive right to use, the same must, before construction is begun, be approved in writing by the owner(s) of any unit(s) directly abutting such limited common area or whose unit(s), are directly affected thereby as well as be approved by a majority of the Trustees in writing, and shall similarly be subject to the requirements of subparagraph (b) of this Section. The cost of preparing and recording the Amendment to the Master Deed in the case of designation of Limited Common Area or the cost of obtaining written approval of any affected unit owners and the trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the unit(s) being benefited;

(e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(f) Except as may otherwise be provided in the Master Deed, Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements which they have an exclusive right to use;

(g) Unit Owners are responsible for the upkeep, maintenance, repair and replacement of the Common Elements in accordance with their percentage of interest in the

condominium as hereinafter set forth in this Master Deed. Any unit owner that has an exclusive use area shall maintain it and keep it clean.

(h) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of the By-Laws and Rules and Regulations;

(i) All maintenance and use by Unit Owners of gardens, terraces, patios, lights and all other facilities shall be performed so as to preserve the appearance and character of the same and of the Condominium without modification;

(j) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incidental to the use and occupancy of Units entitled to the use or benefit thereof;

(k) No nuisances shall be allowed on the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents;

(l) No Unit Owner shall alter his\her Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring buildings;

(m) No improper, offensive or unlawful use shall be made of the Units or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;

(n) Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Condominium, relating to any Unit shall be corrected by and at the sole expense of the owner of any such Unit, and those relating to any Common Elements shall be corrected by the Trustees; provided, however, that those relating to any Common Element to which one or more Unit Owners has an exclusive use easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit or Units which has the exclusive use easement to that part of the Common Elements which cause such violation;

(o) Unit owners shall maintain their units in such a way as to prevent any undue noise transmission between the units including, where necessary, the carpeting of floors over living space of other units;

(p) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages, or objects of any kind;

(q) The public areas and stairways, if any, shall be used for no purpose other than normal transit through them; and



(r) All unit owners shall follow and abide by Code of Massachusetts Regulations 527 Section 6:07.

(s) Pursuant to a Special Permit City Council Order No. 18-1007245C dated October 15, 2018, all units that are sold will be purchased by a person or persons who intend to reside in the units. Only the Declarant, its successors and assigns, may rent or lease any unsold units for the purposes set forth therein for terms of not less than twelve (12) months. No said unit shall be or continue to be rented by the Declarant its successors or assigns after the fifth anniversary of the date of issuance of the occupancy permit of said unit, or 7 years after the date of issuance of the first occupancy permit for the Condominium. All rentals, or leases of all Units shall be subject to the provisions of the Condominium Documents, Special Permit City Council Order No 18-1007245C, legal Requirements and any documents affecting title to the condominium land. The right to place any "rent to own" signs on any unsold or unoccupied Units are reserved for the Declarant only. No such unit shall be rented to any person or persons for more than three years unless, prior to the expiration of those three years, said person or persons execute a Purchase and Sale Agreement.

(t) There shall be a daily fine for any violation of this section of the Master Deed as set forth herein. Said fine schedule shall be

- (i) First day of offense shall be \$25.00 dollars per day;
- (ii) Second day of offense shall be \$50.00 dollars per day; and
- (iii) Third day and consecutive days thereafter shall be \$100.00 dollars per Day.

The restrictions set forth in this Section 10, (i) shall be covenants running with the land, (ii) shall be for the benefit of all Unit Owners, (iii) shall be administered on behalf of the Unit Owners by the Trustees, (iv) shall be enforceable by the Trustees, insofar as permitted by law, (v) may be waived in specific cases by the Trustees (except as to subparagraphs (f), (m), (n) and (o) of this Section 10), (vi) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his/her ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and/or any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

**Section 11. Alteration of Exterior Hallway/Corridor walls, Exterior Building Walls, Façade**

(i) Residential Condominium Unit Owners shall have no rights to alter, hang items on corridor walls unless specifically permitted by the Trustees, however any

Condominium Unit Owner that owns all Units located on a single floor may decorate and use the Corridor walls with the consent of the Trustees.

**Section 12. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgagee of Residential Units .**

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-- action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, 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 the mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(c) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except for no more than six (6) month's delinquent common charges and costs and attorney's fees as provided in M.G.L.Ch., 183A, Section 6(c);

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of

recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for Common Expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

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

(g) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and at least seventy-five (75%) percent of the allocated interests of the owners (other than the Declarant, developer, or builder) of the individual Units have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

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

(ii) Change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;

(h) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements;

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to two (2) months estimated Common Expenses for each Unit to be paid at time of the first conveyance of such unit by the Buyer which fund shall be maintained in a segregated account. The purpose of the working capital fund is to ensure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(j) Upon written request to the Trustees of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of

(i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(ii) Any default in the performance of any obligation under the condominium constituent documents or any delinquency in the payment of assessments or charges owed by the owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which default, or delinquency remains uncured for a period of sixty (60) days;

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

(iv) All meetings of the Condominium Trust, and shall be permitted to designate a representative to attend all such meetings;

(v) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage, or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;

(vi) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section 11 and in Section 12.

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

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by at least seventy-five (75%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least Seventy-Five (75%) percent of the votes of units subject to mortgages held by eligible holders.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by at least seventy-five (75%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least seventy-five (75%) percent of the votes of units subject to mortgages held by eligible holders.

(iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be affected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Units subject to eligible holder mortgages;

(iv) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of Units to which at least seventy-five (75%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the votes of Units subject to eligible holder mortgages;

(l) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, Declarant, or builder or any lease may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice;

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

(n) If the Condominium shall cause to be prepared an audited financial statement for the immediately preceding fiscal year, any holder of a first mortgage of a Unit shall be entitled upon written request to receive a copy of same free of charge. If no audited statement is available, any mortgage holder shall be allowed to direct that an audited

statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

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

(i) The consent of owners of Units to which at least one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the owners of Units to which at least seventy-five (75%) percent of the votes in the Condominium Trust are allocated (except for subparagraphs (e), (g), (h) and (i) as to which consent of one hundred (100%) percent of the votes in the Condominium Trust shall be required) and the approval of eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the vote of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- d. Insurance or Fidelity Bonds;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- h. Boundaries of any Unit;
- i. Convertibility of Units into common areas or of common areas into Units;
- j. Leasing of unit estates by the Declarant only;

k. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit;

l. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units. The project documents may provide for implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. An affidavit by the Trustees referring to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

### **Section 13. Amendments.**

This Master Deed may be amended by an instrument in writing:

(a) Signed by the Unit Owners entitled to Seventy-five (75%) percent of the undivided interests in the Common Elements;

(b) Signed and acknowledged by a majority of the Trustees of the Condominium Trust; and

(c) Duly recorded with the Registry of Deeds wherein this Master Deed is recorded;

PROVIDED, HOWEVER, that:

(i) The date on which any such instrument 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 that same shall have been so recorded within six (6) months after such date;

(ii) No instrument of amendment which alters the dimensions of any Units shall be of any force or effect unless the same has been signed by the owners of the Unit so altered and the same has been assented to in writing by all holders of first mortgages of record;

(iii) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record or would materially adversely affect holders of mortgages shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;

(iv) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is

recorded as an Amended Master Deed, and the same has been assented to in writing by all holders of first mortgages of record;

(v) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements and the same has been assented to in writing by all holders of first mortgages of record;

(vi) No instrument of amendment which purports to increase or decrease or redefine the exclusive use right of any Unit or Units to portions of the Common Elements shall be of any force or effect unless signed by the Owners of all Units affected by such change, including any Unit affected by a change in its financial responsibility

(vii) 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 said Chapter 183A, as amended, shall be of any force or effect.

(d) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, 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; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A, or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. 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(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

**Section 14. Units Subject to Master Deed, Unit Deed, Declaration of Trust and By-Laws and Rules and Regulations.**

All present and future owners, tenants, visitors, employees and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the By-Laws and Rules and Regulations, as any of



them may be amended from time to time, and with any items affecting the title to the Condominium, as described in Exhibit A hereto. The acceptance of a Unit Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the and any items affecting title to the Condominium are accepted and ratified by the owner, tenant, visitor, employee, occupant or any person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the land and shall bind any such person, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof and (ii) a violation of any provisions set forth in clause (i) above shall be deemed to be a substantial violation of the duties of the Unit's Owner.

**Section 15, Chapter 183 A,**

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Condominium Trust and By-Laws, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

**Section 16 Arbitration of Disputed Unit Owners Action,**

In the event that any Unit Owner, by written notice to the other unit owner(s), shall dissent from any determination or action of the unit owner(s) herein, and such dispute shall not be resolved within thirty (30) days after such notice, then such dispute shall be submitted first to a minimum three (3) hour mediation with a mutually agreeable mediator or mediation program with costs to be divided equally between the parties. If the parties to the dispute cannot agree on a mediator, the mediation service offered by the Real Estate Bar Association of Massachusetts shall be the default mediator. Failure to mediate in good faith shall subject such party to sanctions in any subsequent arbitration or legal proceedings. If such dispute shall not be resolved through the mediation process, then the parties shall submit the matter to binding arbitration. For that purpose, one arbitrator shall be designated by the Unit Owner taking action, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated.

Such arbitration shall be conducted in accordance with the rules and procedures of the said Real Estate Bar Association of Massachusetts and shall be binding upon all parties. The costs of such arbitration shall likewise be borne equally by the parties unless the Arbitrator awards otherwise. Notwithstanding the foregoing, this paragraph shall not apply to claims for collection of amounts due the Condominium Trust herein for common charges and assessments which shall be enforced pursuant to M.G.L. c. 183A, Section 6.

**Section 17, Invalidity.** If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstance is held invalid, its

invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

**Section 18. Conflicts** This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

**Section 19. Waiver** No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

**Section 20. Captions** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

**Section 21. Miscellaneous**

- (a) Whenever in the Condominium Documents consent or approval is required, such consent or approval must be in writing.
- (b) Whenever in the Condominium Documents the word "Declarant" is used, said term shall also mean the Declarant's successors and assigns, or its or their designees, whether or not already so stated.

**Section 22. Definitions** All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

IN WITNESS WHEREOF, Declarant hereby executes this MASTER DEED under seal this 21<sup>st</sup> day of June 2022.

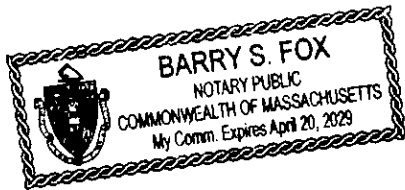
27 Jefferson LLC

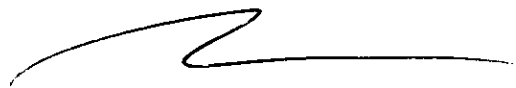
  
By: Stanislav Burdan  
It's: Manager

Commonwealth of Massachusetts

County: Middlesex

On this 21<sup>st</sup> day of June 2022 before me, the undersigned notary public, personally appeared Stanislav Burdan, Manager of 27 Jefferson LLC proved to me through satisfactory evidence of identification, which was a DRIVER'S LICENSE, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he signed it's voluntarily for this stated purpose as Manager of 27 Jefferson LLC



  
Notary Public: Barry S Fox  
My commission expires: 4/20/29

**EXHIBIT A  
MASTER DEED OF JEFFERSON LANDING**

Two (2) parcels of land in Marlborough, Middlesex County, Massachusetts, with the buildings and improvements thereon, being further described as follows:

**PARCEL 1**

A certain parcel of land located Westerly of Highland Street in Marlborough, Middlesex County, MA and being shown as Parcel-A on a plan of land entitled "Plan of Land in Marlborough, Mass/ Connerstone Consulting Civil Engineers and Land Surveyors 10 Southwest Cutoff, Suite 7, Northborough, Massachusetts 01532, Scale 1" = 20', Revisions 11-16-2012"; said Plan having been recorded at the Middlesex South District Registry of Deeds as Plan No 931 of 2012.

Said Parcel-A consists of 6,042 square feet according to said Plan.

**PARCEL 2**

A certain parcel of land located on the Northerly side of Jefferson Street in Marlborough, Middlesex County, Massachusetts and shown on a plan entitled " Plan of Land in Marlborough, Mass. Owned by Donald C. Morris Scale 1"= 20' Date: August 5, 1996, Highland Land Surveyors, Inc. 69 Maple Street Marlboro, Mass., Jack Costedio, Land Surveyor"; said Plan having been recorded at the Middlesex South District registry of Deeds as Plan No. 1061 of 1996 in Book 26737, Page 410. Said Parcel consists of 38,372 square feet according to said Plan.

For Title see deed to 27 Jefferson LLC dated November 20, 2018, and recorded at the Middlesex South Registry of deeds at Book 71913 Page 242.

**EXHIBIT B  
MASTER DEED OF JEFFERSON LANDING**

**Number of Residential Units**                      Eleven (11)

**Principal Materials of Construction:**

Parking Level Floor                      Concrete Foundations, Structural Steel, Wood Joists,  
reinforced concrete floors, mix of masonry and wood frame  
exterior walls.

1st Floor Through 2nd Floor      Wood frame, cementitious siding and panels on exterior;  
Membrane roofing, Casement Windows.

Roof Level                                      Wood frame, Membrane and Metal roofing, cementitious  
siding and panels on exterior;

**Post Office Address of Residential Condominium Units:**

27 Jefferson Street, Marlborough, MA 01752

**EXHIBIT C  
MASTER DEED OF JEFFERSON LANDING**

**ADDRESS FOR ALL RESIDENTIAL UNITS  
27 JEFFERSON STREET, MARLBOROUGH, MASSACHUSETTS**

**DESCRIPTION OF RESIDENTIAL CONDOMINIUM UNITS**

<u>Unit No.</u>	<u>Location</u>	<u>Approx. Area (Sq. Ft.)</u>	<u>Percentage Interest</u>	<u>Rooms</u>	<u>No. Rooms</u>	<u>Immediate Common Area to which Unit has Access</u>
101	First Floor	1349.7	9.07%	LD,K,BE,MB MBath,B	6	Common Hallway Stairway
102	First Floor	1347.3	9.07%	LD,K,BE,MB, MBath,B	6	Common Hallway Stairway
103	First floor	1349.7	9.07%	LD,K,BE,MB, MBath,B	6	Common Hallway Stairway
104	First floor	1349.7	9.07%	LD,K,BE,MB MBath,B	6	Common Hallway Stairway
105	First floor	1427.8	9.07%	LD, K,BE,MB MBath,B,ST	7	Common Hallway Stairway
106	First floor	1427.8	9.07%	LD,K,ME,BE, MBath,B, ST	7	Common Hallway Stairway
201	Second floor	1331.8	9.07%	LD,K,BE,MB MBath,B	6	Common Hallway, Stairway
202	Second floor	1348.2	9.07%	LD,K,BE,MB MBath, B	6	Common Hallway Stairway
203	Second floor	1700.1	9.30%	LD,K,BE,MB MBath,B,O	7	Common Hallway, Stairway
204	Second floor	1414.4	9.07%	LD,K,BE,MB MBath,B	6	Common Hallway Stairway
206	Second floor	1341.60	9.07%	LD,K,BE,MB MBath,B	6	Common Hallway Stairway

**RESIDENTIAL UNITS KEY:**

**LD=Living/Dining; K=Kitchen; BE=Bedroom; MB=Master Bedroom; B=Bath;  
MBath= Master Bath; O=Office, ST=Storage**

**I. LIMITED COMMON AREAS:**

- 1) Unit 102 shall have the exclusive right and easement to the Patio shown on the Site plan
- 2) Unit 104 shall have the exclusive right and easement to the Patio shown on the Site plan
- 3) Unit 106 shall have the exclusive right and easement to the Patio shown on the Site plan.

**III. COMMON AREA ACCESS RESIDENTIAL UNITS**

Unit numbers 1 through 11 shall have access to the common areas as set forth on the Condominium Floor Plan and site plan recorded herewith with the Master Deed.

**VI. STORAGE:**

The Declarant shall reserve the right to sell and assign numbered storage spaces upon the initial conveyance of some units. Said Units with storage shall have an exclusive easement and right to use said assigned storage space.

**V. PARKING:**

The Declarant reserve the right to assign numbered garage parking spaces as shown on the Unit Floor Plans record with the Master Deed. The Declarant shall reserve the right to assign numbered parking spaces upon the initial conveyance of units with assigned parking. All exclusive easements and rights of use for any parking space or parking areas, as may be shown on the Plans of the Condominium recorded herewith.

All exclusive easements and rights of use for any parking space or parking areas, as may be shown on the Plans of the Condominium recorded herewith shall be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit, provided, however, that notwithstanding the foregoing, a Unit Owner may convey such Owner's exclusive easement and right to use to another Unit Owner, the effect of which shall be that at all times the exclusive easement and right to use said parking spaces or parking areas shall be held by Unit Owners.