



**MASTER DEED OF
JEFFERSON UNION PLACE CONDOMINIUMS**

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I, Michael D. Meadows, Trustee of the Jefferson Union Realty Trust, u/d/t dated February 1, 2006, recorded in the Middlesex County Registry of Deeds, Land Court Division, in Book 45615, Pg: 493 (hereinafter the "Grantor") owner of the land in Lexington, Middlesex County, Massachusetts more particularly described in Exhibit A attached hereto and incorporated herein by reference, by duly executing and recording this Master Deed, do hereby submit said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances, belonging thereto (collectively called the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A, as amended, ("Chapter 183A"); and propose to create and do hereby create a condominium with respect to said Premises, to be governed by and subject to the provisions of Chapter 183A; and to that end, the Grantor declares and provides the following:

1. Name. The name of the Condominium shall be: Jefferson Union Place Condominiums (the "Condominium").

2. Description of Land. The Condominium shall consist of the land with the buildings and improvements thereon described in Exhibit A attached hereto and made a part hereof.

3. Trust. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Jefferson Condominiums Trust under Declaration of Trust of even date to be recorded herewith (the "Trust" or the "Condominium Trust").

Said Declaration of Trust establishes an organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are

31 Fletcher Street, Lexington

entitled hereunder. The name and address of the original and present Condominium Trustee(s) (the "Trustee" or the "Condominium Trustee") of the Trust is:

Michael D.Meadows of 166 Middle Road, Newbury, MA. 01951

Said Trustee has enacted By-Laws (the "By-Laws"), which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Building. The Condominium shall be those Units and the appurtenant interests thereto in the Buildings (the "Building") located as shown on a plan of land entitled "Jefferson Union Place Condominiums" 31 Fletcher Street, Lexington, Mass. and drawn by Oak Engineers, Brown's Wharf, Newburyport, MA. 01950, dated June 4, 2007 (hereinafter the "Site Plan") to be recorded herewith. The Condominium is comprised of three (3) Buildings. Building 1 consists of two and one half (2 ½) floors and contains nine (9) Units. Building 2 consists of two stories (2) and contains three (3) units. Building 3 is one story and contains one (1) unit. Each Unit occupies the designated areas as shown on the Floor Plans. The buildings are of wood frame construction with poured concrete foundations. The interior walls are plasterboard. The roof is composed of architectural grade shingles. Each Unit is separately heated by gas-fired forced hot air units and each unit has a separate air conditioning unit.

5. Description of the Units.

(a) The designation of each residential Unit, a statement of its location, approximate area, number of rooms, and immediate Exclusive Use Common Area to which it has access, as well as its proportionate interest in the Common Elements, are set forth on Exhibit B attached hereto and made part hereof and shown on the master floor plans to be recorded herewith.

(b) The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows;

(i) Floors: The plane of the uppermost surface of the subflooring;

- (ii) Ceilings: For units on the first floor of Buildings 1 and 2, the plane of the lower surface of the ceiling joists; for units on the second (2nd) floor of Buildings 1 and 2, the plane of the lower surface of the roof rafters and for the unit in Building 3, the plane of the lower surface of the roof rafters;
- (iii) Walls: The plane of the interior surface of the wall studs;
- (iv) Doors and Windows: As to the doors, the exterior surface thereof; as to the windows, the exterior surface of the glass and window frames.

(c) Each Unit shall have the exclusive right and easement to use the designated parking spaces as shown on the parking space schedule shown in Exhibit B.

- (d) Each Unit shall be subject to and have the benefit of the provisions of this Master Deed and all amendments thereto, the Condominium Trust and the By-Laws; the Rules and Regulations of the Condominium (the "Rules and Regulations"), as set forth in full and attached hereto and which are to have the same force and effect as if recited in full in the Master Deed; and of Massachusetts General Laws Chapter 183A, as amended.

6. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium (the "Common Elements") consists of the entire Premises other than the Units, including without limitation, the following portions of the Premises as may exist from time to time:

(a) The land subject to and together with the benefit of those matters set forth or referred to in Section 2 hereof, insofar as the same are from time to time in force and applicable.

(b) The fire escapes, foundations, structural columns, girders, beams, supports and those portions of exterior and interior walls, floors, ceilings and roofs not included as part of the Units.

(c) All utility lines and installations for central services such as power, lights, telephone, water, heating, and waste disposal including all equipment attendant thereto but excluding that equipment and those lines and installations which exclusively serve an individual Unit or are located wholly within that Unit.

(d) The utility room or rooms, yard, lawns, planting areas, garden area, walkways, and all improvements thereon and including walls, fences, steps, bulkheads, railings, roofs, porches, decks, hallways, stairways, foyers and improved or unimproved areas not within Units.

(e) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacement thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Building and the Condominiums.

(f) All other items listed as such in Section One of Chapter 183A but only if the same have not been made a part of a Unit by the express terms of this Master Deed.

Each Unit shall be entitled to an undivided interest in the Common Elements in the percentage set forth opposite each Unit on Exhibit "B" attached hereto. The aforesaid percentages have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. The Common Elements shall be subject to the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the By-Laws and the Rules and Regulations with respect to the use and management thereof.

7. Plans. Simultaneous with the recording hereof, there shall be recorded a Site Plan showing the Premises and a set of floor plans of the Building (the "Master Plans") all in compliance with the provisions of Chapter 183A.

8. Purposes. The purpose of which the Building and the Units and other facilities therein, are intended to be used are as follows:

Each of the Units in intended to be used solely for residential purposes subject to the restrictions set forth in the following Section.

The Grantor may, until all of said Units have been sold by said Grantor,

(a) lease Units which have not been sold, subject to the restrictions set forth in the following section,

(b) use any Units owned by Grantor as models for display purposes for sale or leasing of Units,

(c) use of any one of the Units owned by Grantor for its office work purposes.

Use of the Building and Common Elements may also be restricted pursuant to provisions of the Condominium Trust and By-Laws and the Rules and Regulations.

9. Restrictions on Use. The Units, the Building and the Common Elements shall not be used (a) for any purpose other than a purpose permitted under Section 8 above or (b) in a manner contrary to or inconsistent with the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the By-Laws, or the Rules and Regulations or Chapter 183A.

All leases or rental agreements for Units shall be in writing and shall be specifically subject to the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of the Condominium. Any lease or rental of a Unit must be for a minimum of thirty (30) days.

The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, sign, banner or other device, no interior or exterior change, addition, structure, projection, decoration or other feature, shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This

paragraph shall not restrict the right of the Unit Owners to decorate the interior of their Unit as they may desire.

The foregoing restrictions and the Rules and Regulations are imposed for the benefit of the Owners from time to time of all of the Units and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. With the exception of the restrictions preserving the architectural design of the exteriors of the three buildings, these restrictions may be waived in particular respects and compliance herewith acknowledged only by an instrument in writing signed by the Owners at the time entitled to seventy-five percent (75%) or more of the undivided interest in the Common Elements and a majority of the Condominium Trustees, and such instrument, duly recorded with the Middlesex County, South District, Registry of Deeds, shall be binding on all present and succeeding Owners from time to time of the Units and on the Condominium Trustees then in office. No Owner of a Unit shall be liable for any breach of the provisions of this Section, except such as occur during his or her ownership thereof. Notwithstanding the foregoing, no Owner shall make a structural change to the interior of his or her Unit without the prior written approval of the Condominium Trustees which shall be based upon a report of a qualified structural engineer.

10. Unit Owner's Rights, Duties and Restrictions.

(a) Each Unit Owner shall be a member of the Condominium Trust;

(b) Each Unit Owner, including Grantor, shall be required to pay a proportionate share of the common expenses of the Condominium on being assessed therefor by the Trustees. Each Unit Owner's share shall be proportionate to his Unit's undivided interest in the Common Elements. Initial assessments shall occur upon the conveyance of the first Unit;

(c) Each Unit Owner's voting rights shall be proportional to his undivided interest in the Common Elements;

(d) Each Unit Owner shall have a perpetual right of ingress and egress to his or her Unit, which right shall be appurtenant to the Unit. Notwithstanding anything herein to the contrary, there shall be no restriction upon any Unit owner's right of ingress and egress to his or her Unit;

(e) The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction;

(f) All present and future owners, their employees, tenants and visitors shall be subject to, and shall comply with, the provisions of the Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the items affecting the title to the Premises as set forth in Section 2 above. The acceptance of a deed of conveyance or the entering into possession of any Unit shall constitute an agreement that:

(i) the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such owner, tenant, visitor, employee or occupant;

(ii) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and

(iii) a violation of the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and

Regulations by any such person shall be deemed a substantial violation of the duties of the Owner of a Unit.

(g) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, the Rules and Regulations and Chapter 183A, shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit owner, which may then be enforced in any manner permitted by law or in equity.

11. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, master television antennas, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

12. Encroachments. If any portion of the Common Elements shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Elements as a result of (a) settling of the Building, or (b) alteration or repair of the Common Elements made by or with the consent of the Condominium Trust, or (c) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as any such Building stands.

13. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time entitled to seventy-five percent (75%) or more

of the beneficial interest in the Common Elements, (b) signed by a majority of the Condominium Trustees then in office, and (c) duly recorded with the Middlesex South District County Registry of Deeds; PROVIDED, HOWEVER, that;

(a) the date on which any such instrument of amendment is first signed by the Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date;

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

(c) no instrument of amendment which alters the percentage of the beneficial interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless signed by the Owners of all the Units;

(d) 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 Chapter 183A shall be of any force or effect;

(e) no instrument of amendment affecting any Unit in any manner which impairs the security of a first or junior mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(f) no instrument of amendment which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect before Grantor has conveyed title to all units unless the Grantor executes the instrument of amendment;

(g) no instrument of amendment which disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect.

Notwithstanding anything herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust which amends this Master Deed or the Trust, at any time prior to the sale of all of the Units;

(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 to 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 or the Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

(iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Grantor to vote in favor of, making, or consenting 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 acknowledgement of, and a consent to the reservation of, the power to the Grantor to vote in favor of, making, executing and recording Special Amendment. The right of the Grantor shall terminate at such time as the Grantor no longer holds or controls title to a Unit.

14. Provisions for Protection of Mortgagees. Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust Contained, the following provisions shall govern and be applicable insofar and as far as long as the same are required in order to qualify mortgages or Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

(a) 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.

(b) 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 percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the sponsor, developer, or builder) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:

(i) by act or omission, sell or abandon or terminate the Condominium;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) 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 to 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 Areas and Facilities) for other than the repair, replacement or reconstruction of such condominium property.

(c) 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 the distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of Units and/or Common Elements.

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

(e) 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 (hereafter 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 loss or any casualty loss which affects a material portion of the condominium or any Unit on which there is a first mortgage held, insured, or

guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(ii) any delinquency in the payment of assessments or charges owned by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains insured for a period of sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Jefferson Union Place Condominiums Trust;

(iv) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section; and

(f) To the extent permitted by applicable law, eligible mortgage holders shall also afford the following rights:

(i) any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible holder mortgages.

(ii) except as otherwise provided herein, no reallocation or interest in the common areas resulting from a partial condemnation or partial destruction of the condominium may be effected 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 fifty-one percent (51%) of the votes of such remaining Units subject to eligible holder mortgages.

(iii) when professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the trust shall require the prior consent of owners of Units to which at least seventy-five percent (75%) of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible holder mortgages.

(g) Any agreement for professional management of the Condominium, or any other contract providing for service of the developer, sponsor, 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.

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

(i) 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 seventy-five percent (75%) of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least seventy-five percent (75%) 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 percent (75%) of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes 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 established, 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. Rights to use common areas;
- 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. The interests in any common areas;
- j. Convertibility of Units into common areas or of common areas into Units;
- k. Leasing of Unit estate;
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any first mortgage holder that does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by

the Trustees for approval of any addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Section, when recorded at the 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 Article IV of the Condominium Trust.

The Grantor intends that the provisions of this Section shall 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 this intention. All provisions of this Master Deed and the Condominium Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

15. Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflict with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(a) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(b) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions have never been included herein;

(c) In the event of any conflict between the provisions of this or any other provisions of the Master Deed or the Condominium Trust, the provisions of this Section shall control.

16. Priority of Lien.

(a) To the extent permitted by applicable law, any lien of the Trust for common expenses, assessments or other charges becoming payable on or after the dated 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 Trust in connection with unpaid assessments shall be subordinate to said mortgage.

(b) A lien for common expense 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 become 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 assessments made thereafter.

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

18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the provisions hereof.

19. Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings here unless the context otherwise requires.

20. Grantor's Additional Rights; Assignment of Grantor's Rights. In addition to all other rights of Grantor hereunder, Grantor reserves unto itself, its workmen, servants, contractors and work crews, the following rights to be in full force and effect until the last Unit is sold: access, ingress and egress over and upon the Common Elements, including that deemed by the Grantor to be necessary for marketing purposes; the roof as

necessary to facilitate to work reconstruction, rehabilitation, improvement and other work in progress or contemplated by Grantor during normal working hours; to store construction materials, equipment and supplies in the portions of the ground floor areas of the Building not subject to a right of exclusive use appurtenant to any Unit; to restrict (for periods of not more than six (6) hours at any time during one day) the use by Unit Owners of Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least on means of access to his Unit during such periods of restriction); to leave debris resulting from construction in the Common Element, but only during working periods, provided the same do not endanger safety and provided Grantor removes all such debris as soon as reasonable practicable; to interrupt for brief periods of time not exceeding three (3) hours during daylight hours, water, electric and other utilities necessary to facilitate construction or the installment of appliances or fixtures on the Units and/or Common Elements under construction; to park vehicles used in connection with the construction work or incident thereto in parking areas which have not been assigned to any specific Unit by designation of the Grantor.

21. Assignability. Grantor, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the By-Laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Grantor, or to the Condominium Trust.

IN WITNESS WHEREOF, the said Michael D. Meadows executed this instrument under seal on this 6th day of September, 2007.


Michael D. Meadows, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 6, 2007

On this 6th day of September, 2007, before me, the undersigned notary public, personally appeared Michael D. Meadows, proved to me through satisfactory evidence of identification, which was a MA drivers license (Identify the type of evidence), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

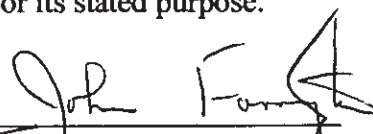

John M. Farrington, Notary Public
My Commission Expires: 11/01/07

EXHIBIT "A" – Legal Description**31 Fletcher Avenue, Lexington, Massachusetts 02420****Parcel 1**

The land in Lexington, Middlesex County, Massachusetts known and numbered as **31 Fletcher Avenue, Lexington, MA 02420** and further described as follows:

A certain parcel of land situated in Lexington in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

- | | |
|---------------|--|
| NORTHWESTERLY | by Fletcher Street, two hundred forty-six and 48/100 (246.48) feet; |
| NORTHEASTERLY | one hundred sixty and 25/100 (160.25) feet; and |
| SOUTHEASTERLY | two hundred forty (240) feet, by land now or formerly of George R. Blinn, Trustee, and |
| SOUTHWESTERLY | by land now or formerly of Caroline M. Grover, one hundred seventy-two and 59/100 (172.59) feet. |

All of said boundaries are determined by the Court to be located as shown on a plan drawn by A. F. Sargent, Surveyor, dated June 12, 1912, as modified and approved by the court, filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 104, Page 21 with Certificate 15387 (Plan No. 3156B).

So much of the above described land as by implication of law is included within the limits of said Fletcher Street is subject to its use as a street by all persons lawfully entitled thereto.

There is appurtenant to the above described land right s of way to a well and rights in a well, as set forth in a stipulation and agreement for decree filed in this case on April 10, 1913, a copy of which is filed as Document No. 44904.

Being the same premises conveyed to Jefferson Union Company, Inc., by deed dated January 3, 1984 and registered with the Middlesex Land Registration Office as Document No. 653830.

EXHIBIT 'A' – Legal Description

Hayes Road, Lexington, Massachusetts 02420

Parcel 2

A certain parcel of land situated in Lexington, Middlesex County, Commonwealth of Massachusetts, shown as Parcel "A" on a plan entitled "Plan of Land Situated in Lexington, Massachusetts," by Oak Engineers Brown's Wharf, Newburyport, MA 01950 dated December 22, 2004 recorded with Middlesex County Registry of Deeds Southern District recorded as Plan 945 of 2005, to which plan reference is hereby made for a more particular description. Being a portion of the premises conveyed to Grantors by deed of Jefferson Union Company, Inc., dated February 25, 1994 recorded with said Registry of Deeds in Book 24345, Page 115.

EXHIBIT B**JEFFERSON UNION CONDOMINIUM****Description Schedule of Units and Common Elements****BUILDING 1**

<u>Unit No.</u>	<u>Location</u>	<u>Approx. Area</u>	<u>No. Rooms</u>	<u>Exclusive Areas or Appurtenances</u>	<u>Parking Space</u>	<u>Percentage Interest</u>
Unit 1	1 st & 2 nd fl	1,376 Sq. Ft.	7	front Courtyard +/- 274 sf Deck +/- 108 sf	#1	7.45%
Unit 2	1 st & 2 nd fl	1,299 Sq. Ft.	6	Deck +/- 108 sf	#2	2.80%
Unit 3	1 st & 2 nd fl	2,042 Sq. Ft.	6	Patio +/- 92 sf Deck +/- 115 sf	#7, 17	8.43%
Unit 4	2 nd & 3 rd fl	1,417 sf	6	Deck +/- 108 sf	#4	7.91%
Unit 5	2 nd & 3 rd fl	1,486 sf	5	Deck +/- 282 sf	#5	7.79%
Unit 6	2 nd & 3 rd fl	1,482 sf	5	Deck +/- 287 sf	#6	7.79%
Unit 7	2 nd & 3 rd fl	1,449 sf	5	Deck +/- 256 sf	#15	7.79%
Unit 8	2 nd fl	1,690 +/- sf	5	Deck +/- 112 sf	#14	7.91%
Unit 12	3 rd fl	1,840 +/- sf	6		#12	7.56%

BUILDING 2

Unit 9	1 st & 2 nd fl	1,552 +/- sf	7	Deck +/- 109 sf	#8, 9	7.69%
Unit 10	1 st & 2 nd fl	1,521 +/- sf	6	Balcony +/- 32 sf	#10, 11	7.68%
Unit 11	1 st & 2 nd fl	1,512 +/- sf	6	Balcony +/- 32 sf	#13, 18	7.79%

BUILDING 3

Unit 14	1st fl	2,164 +/- sf	6	Patio +/- 167 sf	#27, 28	11.35%
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Eugene C. Burns

 Alfred M. Jones S. Register