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**MASTER DEED
OF
JEFFERSON DRIVE CONDOMINIUM**

This Master Deed of JEFFERSON DRIVE Condominium made this 19th day of August, 2019

WITNESSETH THAT:

North Shore Residential Development, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 215 Salem Street, Woburn, Middlesex County, Massachusetts, (hereinafter referred to as the "Declarant") being the sole owner of certain premises (hereinafter referred to as the "Premises") in the Town of Lexington, Middlesex County, Massachusetts as more fully described in Exhibit A which is attached hereto and made a part hereof, by duly executing and recording this Master Deed (which together with all amendments of record to be made thereto, is hereinafter called the "Master Deed"), does hereby submit the said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to the said premises, a condominium (hereinafter referred to as the "Condominium") to be governed by and to be subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1.A NAME OF CONDOMINIUM:

The condominium shall be known as: **JEFFERSON DRIVE CONDOMINIUM**. The Organization through which the Owners of Condominium Units (hereinafter called "Unit" or "Units") shall manage the condominium shall be known as **JEFFERSON DRIVE CONDOMINIUM TRUST** (hereinafter referred to as the "Trust" or the "Condominium Trust"), established by written Declaration of Trust (the "Declaration") of even date, to be recorded herewith. The Trustees thereunder are hereinafter referred to as the "Condominium Trustees". The Trust has enacted By-Laws and Rules and Regulations pertaining thereto, as provided in said Chapter 183A, Section 8. Said By-laws and said Rules and Regulations are recorded as part of the Trust.

1.B CONDOMINIUM PHASING:

It is the intention of the Declarant to develop said Condominium in three (3) phases, designated as Phases I, II and III by amendment of this Master Deed as set forth in Article 9 hereof. Said Phases are shown on a plan entitled "Condominium Site Plan of Jefferson Drive Condominium (Phase I), Jefferson Drive, Lexington, Massachusetts, dated August 8, 2019, prepared by Sullivan Engineering Group, LLC", said Plan being part of the condominium plans hereafter referred to, to be recorded herewith.

Jefferson Drive, Lexington, MA 02420

Plan # 697-2019

2. DESCRIPTION OF LAND:

The premises which constitute the Condominium comprise the land situated in Lexington, Middlesex County, Massachusetts together with the building(s) (hereinafter sometimes called "Building(s)") and improvements thereon, as shown on the set of plans which include a Site Plan and Floor Plans collectively entitled "**JEFFERSON DRIVE CONDOMINIUM PLAN**" prepared for North Shore Residential Development, Inc.", to be filed herewith, and more particularly described in Exhibit A attached hereto. The Site Plan may hereafter be amended as additional phases are added to the Condominium pursuant to the rights reserved under Article 9. Said land is subject to taxes assessed for the current year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements, and appurtenant rights of record so far as the same may now be in force and applicable.

3. DESCRIPTION OF BUILDING:

Until the amendment of the Master Deed, as hereinafter provided in Article 9 to create Phases II and III of the Condominium, the units of the Condominium shall be only those included within the Building of Phase I as shown on the Site Plan. As each subsequent Phase is added, the Site Plan will be amended to show each subsequent Phase.

The Condominium will not contain more than twenty-nine (29) units. The Declarant reserves the right to develop Phases II and III. Nothing herein shall be deemed to obligate the Declarant, or its successors or assigns to develop or to include Phases II or III, as described below.

The Declarant, its successors or assigns, shall have the right, prior to creating any Phase of the Condominium subsequent to Phase I, to change the number, type, size, layout, location and percentage interest in the Common Areas and Facilities of Units in each such subsequent Phase, provided that no such change shall alter the effective percentage interest in the Common Areas and Facilities set forth in the Master Deed or any amendments thereto with respect to Units in Phase I, or with respect to Units in any Phase which shall then have been included in the Condominium, such percentage interest to be at all times in the approximate relation that the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units, and in accordance with the Schedule set forth in Exhibit B, attached hereto.

The location of the Buildings is as shown on the Site Plan for Phase I, as well as the proposed future Building Locations for Phases II and III. Phase I consists of seven (7) building(s) having a basement level and two (2) stories above grade, containing ten (10) Units in total. The Buildings are primarily constructed of poured concrete foundation; wood framing; wood exterior, composite clapboard or shingle siding, stone veneer siding, pitched roof of asphalt shingling; and windows and doors of wood and metal frame.

4. DESCRIPTION OF UNITS:

The designation of each Condominium Unit, a statement of its location, approximate areas, number of rooms, immediate accessible common areas and facilities, its proportionate interest in the common area until further amendment of the Master Deed, and other descriptive specifications thereof, are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Condominium Floor Plans to the filed herewith. If and when the Declarant adds additional Units to the Condominium pursuant to the reserved rights under Article 9 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in Article 5 hereof. Also, with any amendment to the Master Deed adding additional Units to the Condominium, the Declarant shall record new Site and Floor Plans showing the Building and Units forming part thereof.

5. BOUNDARIES OF THE UNITS:

The boundaries of the Units, with respect to the floors, ceilings and walls and the doors and windows, are as follows:

- A) Floors: The plane of the lower surface of the concrete subflooring in the basement area;
- B) Roofs: The plane of the lower surface of the roof sheathing;
- C) Interior Building between Units and Exterior Building Walls: The plane of the interior surface of the wall studs facing such Unit and/or the plane of the interior surface of the concrete wall in the basement area and/or garage as the case may be;
- D) Doors and Windows: The plane of the exterior surface of doors and window glass, and the exterior frame of the windows. Any doors, windows and interior walls which abut or are within a Unit are a part of that Unit

All utility lines and equipment, supply lines, heating, plumbing, electrical, bathroom, kitchen and other apparatus and equipment serving a single Unit (provided it is contained therein) shall be deemed a part of such Unit and all exterior lighting fixtures serving and controlled by a single Unit shall be deemed a part of such Unit. It is further provided nevertheless, that no structural components of the Buildings, and no pipes, wires, conduits, chutes, ducts, shafts or public utility lines situated within a Unit or Units forming part of any system serving one or more Units or the Common Area and Facilities shall be deemed to be a part of said Unit.

The owner of a Unit may not, at any time, make any changes or modifications to the exterior of said Unit, whether or not a part of the Unit, or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its services, unless the same has been approved by a majority of the Board of Trustees of the Condominium Trust as hereinafter described and in accordance with the terms of the By-Laws thereof. The owner 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 always to compliance with all applicable rules, regulations ordinances, and laws of the Municipality, and the

Commonwealth of Massachusetts. Subject to the provisions of the next sentence, the owners of any unit may, at any time, modify, remove, and install nonbearing walls lying wholly within such Unit and finish any portion of the Unit in any manner which is lawful and does not interfere with the structural integrity of the building. Any and all work with respect to installation of interior nonbearing walls 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 that have been submitted to the Board of Trustees of the Condominium Trust, and approved in accordance with the terms of the By-Laws thereof, which approval shall not be unreasonably withheld or delayed. Should the Trustees fail to respond to a Unit Owner's request within thirty (30) days of the Owner's request, then the request by the Unit Owner shall be deemed to be approved.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES:

A) **THE AREAS:** The common areas and facilities of the Condominium shall consist of:

1. The above described land with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record so far as the same may now be in force and applicable.
2. The yards, vestibules, porches, and other improved or unimproved areas not within the Units, subject nevertheless to any exclusive rights and easements to the Units as described within this Master Deed; all exterior railings, retaining walls, walls, steps, sill-cocks, lighting fixtures, plants, lawn and shrubbery.
3. All areas of the Buildings within Phase I comprising the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed. Until the Master Deed is amended to create Phases II and III of the Condominium, the Building and Units shown to be included within Phases II and III are specifically excluded from the Common Areas and Facilities of the Condominium and the Declarant specifically reserves the right to construct the Building and Units shown to be included within Phases II and III. Further, the Declarant reserves the right, in its sole discretion, at any time hereafter, to determine that it shall not create any or all of the Phases of the Condominium as contemplated, and in such event, the Declarant shall register a statement with the Registry of Deeds of Middlesex County stating that said Phases(s) shall not be created by amendment to the Master Deed.

Without limiting the generality of the foregoing, the Common Areas and Facilities shall include:

- a. The foundations, structural columns and elements, studs, supports, beams, girders, ground beneath the lower level concrete floor, roof, fire escapes, and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not a part of the Unit;

- b. All Building entrances, vestibules, stairways and driveways, visitor parking spaces and all improvements thereto, equipment and fixtures therein and other features and facilities thereon not within the Units, subject nevertheless to any specific rights and easements to the Units as described within this Master Deed;
- c. All conduits, pipes, plumbing, wiring, electric meters, rubbish closets and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Trustees of the Condominium Trust for the maintenance, repair, and replacement of the like;
- d. All installations outside the Unit for services such as power, light, heat, gas, hot and cold water, waste pipes and waste disposal including all equipment appurtenant;
- e. All sewer and drainage pipes;
- f. All areas of the Building containing any central heating apparatus common to two or more units;
- g. Installations of central services common to two or more units and all equipment attendant thereto, excluding equipment contained within and servicing a single Unit;
- h. The utility meter room for the Condominium located in the basement of 11 Jefferson Drive containing the electrical, water and any other common meters for the Condominium and common areas, and with access thereto by means of an exterior bulkhead door;
- i. All recreational facilities and areas on the premises of the condominium, as shown of the Site Plan hereinbefore described;
- j. All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the premises.

B. THE AREAS' USE AND PERCENTAGE INTEREST: The Owners of each Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use and shall own an undivided interest in the common areas and facilities in the percentage set forth in Exhibit B hereto for such Unit. The common areas and facilities shall be used, owned, and regulated in accordance with and subject to the provisions of the Condominium Trust, and its By- Laws, as they now exist or as they may from time to time be amended and subject also to the Rules and Regulations promulgated pursuant thereto and subject also to the assignment, if any, of storage areas or otherwise in certain common areas and facilities to a particular Unit Owner, and if so, payments which may

be required therefor, if any be imposed by the Trustees thereof. The percentage of the undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in conveyance, mortgage or other instrument.

- C. **ENCROACHMENTS:** If any portion of the Common Areas and Facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

7. PLANS:

Simultaneously with the filing hereof there has been filed a set of site plans and floor plans of the Building(s) and Units included in Phase I of the Condominium, showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the Building(s), if any, and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, all as a part hereof.

8. PURPOSES FOR THE RESTRICTIONS ON USE OF UNITS:

- A. **PURPOSES:** The Building, Units and Common Areas and Facilities therein are intended to be used solely for residential purposes. Not more than one unrelated person per bedroom, nor more than two occupants per bedroom, may occupy same without the written consent of the Condominium Trustees, provided however, that such restrictions shall not be enforceable should they violate, limit, or further restrict occupancy standards established by applicable federal, state, or local laws, bylaws, or regulations, including, without limitation, the state sanitary code. It is further provided that until all of said Units have been sold by the Declarant, the Declarant may lease Units which have not been sold and use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units, or as a sales office for marketing of Unit.
- B. **RESTRICTIONS ON USE:** Unless otherwise permitted by instrument in writing duly executed under the Condominium Trust pursuant to the provisions of the Bylaws thereof, the following restrictions shall be observed:
 - 1. A Unit shall not be used other than for residential purposes. This shall permit the leasing of the Unit for residential purposes, provided however that not more than three unrelated persons, nor more than two occupants per bedroom, may occupy same without the written consent of the Condominium Trustees provided however, that such restrictions shall not be enforceable should they violate, limit or further restrict occupancy standards established by applicable federal, state or local laws,

bylaws or regulations including, without limitation, the state sanitary code. Nothing contained herein shall prohibit any Unit Owner from having temporary guests.

2. No Unit shall be used: a) for any purpose prohibited by any law, rule, regulation, or ordinance of any federal, state, or local governmental authority or by any order, judgment, or decree of any court, in any case, having jurisdiction over the Building or the Condominium; or, b) to keep any inflammable, combustible, or explosive fluid, material, chemical, or other similar substance therein, except such small quantities of household cleaning substances as are typically used in residences and fuels customarily used in households and not in violation of any state or local law, bylaw or regulation;
3. No unit owner or resident may have more than two (2) pets that utilize the exterior common area daily. An additional number of "interior" pets that do not utilize the exterior of the premises on a daily basis (i.e. interior cats, fish, birds, etc.) may be kept by a Unit Owner provided same do not create a nuisance or unreasonable disturbance to other Unit Owners or occupants of the Condominium. These rights are subject to: a) rules and regulations adopted by the Trustees; b) rules and regulations of the applicable municipality; and, c) the right of the Trustees to remove from the Unit or the Common Areas and Facilities following a hearing upon three (3) days' written notice any pet causing or creating a nuisance or unreasonable disturbance or noise.
4. No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-Laws of the Condominium Trust or of any rules or regulations from time to time adopted pursuant thereto.
5. No business activity of any nature shall be conducted in any Unit or in the Common Areas and Facilities, except (i) as provided in Article 9 and Article 8(A) of this Master Deed, and (ii) that a person residing in any Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients.
6. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the Rules and Regulations promulgated pursuant thereto or Chapter 183A and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.
7. The exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no change, replacements, repairs, re-painting, re-staining, addition, structure, projection, decoration or other feature shall be erected, placed

upon or attached to or removed from the exterior of any such Unit or the Building or any part thereof without the prior written unanimous consent of the Trustees nor shall any sign, plaque, or communication of any description be placed in the window of or on the exterior of any Unit or the Common Areas and Facilities, by a Unit Owner without the prior written consent of the Trustees.

Every Unit Owner shall be entitled to a Certificate of Architectural Compliance in recordable form from the Trustees within ten (10) days of the receipt of a written request for the Certificate.

8. The right of a Unit Owner to decorate his or her Unit, including patios and exclusive use areas which are appurtenant to a Unit, is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from the outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Building.
9. No nuisances shall be allowed on the Premises 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 Premises by its residents.
10. No immoral, improper, offensive or unlawful use shall be made of the Premises, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
11. A Unit Owner shall not place or cause to be placed in or on any of the Common Areas and Facilities, any furniture, packages, or objects of any kind, except for the patio, deck or front porch of the unit to which exclusive use is granted. All exclusive use areas shall be kept in a neat, clean and orderly fashion with no debris, trash or other objectionable items kept which may be deemed a nuisance to other unit owners or neighbors to the development. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in or on any of the Common Areas and Facilities or on any areas in which exclusive use is given to the Unit Owners;
12. There shall be no parking on the premises except in the Parking Spaces shown as such on the Site Plan recorded herewith, and parking in said spaces shall be limited to those having rights to park in same.
13. No Unit shall be rented, let, leased or licensed for use or occupancy by others than the Unit Owner except for periods of six months or more. In order to provide for a predominantly owner-occupied Condominium, no Unit may be rented, or have its lease renewed or re-rented without first complying with the following requirements:
 - a. Each lease, license, and/or tenancy agreement or renewal must be for the entire Unit and must be in writing;

- b. A copy of the rental agreement or renewal shall be provided to all Trustees prior to the occupancy under the lease;
 - c. Said agreement contains a clause whereby the occupants agree to be bound by the terms and provisions of this Master Deed and the Declaration of Trust recorded herewith; and
 - d. It shall be deemed during the period of occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the terms and provisions of this Master Deed or the Declaration of Trust recorded herewith; and further provided that
 - e. No Unit may be tenanted, rented, let, leased, or licensed for less than six (6) months, nor for transitory occupation.
14. All restrictions contained within the Declaration of Trust and By-Laws are hereby incorporated herein and made a part of this Master Deed by reference.
15. **Affordable Units Restrictions:** In accordance with the Special Permit decision of the Town of Lexington Planning Board for this Property, Units located at 7, 11 and 18 Jefferson Drive (formerly identified in the Special Permit as Units 14, 16 and 26) shall be maintained as "Affordable Unit" (or "AFU" on Exhibit B) and shall be subject to the affordability restrictions, terms and conditions of the Department of Housing & Community Development Initiative Program as Local Action Units (LIP LAU). Such units shall be subject to an Affordable Housing Restriction Agreement to be recorded herewith, as well as the Affordable Housing Deed Rider attached to the Unit Deed of that Unit.
16. *The use of these premises is subject to all conditions and restrictions contained within the Special Permit decision of the Town of Lexington Planning Board dated July 21, 2017 and recorded with the Middlesex South Registry of Deeds on November 8, 2017 in Book 70204, Page 59. Any modification to said conditions and restrictions shall require the approval of the Lexington Planning Board through an amendment of said Special Permit. The Condominium shall pay for, and perform, all obligations required of the Condominium under the Special Permit. The Condominium Trust shall provide to each Unit Owner and its successors and assigns a list of said conditions and restrictions. Among said conditions and restrictions placed upon the Condominium in the Special Permit, without intending any limitation thereof, are the following:*
- a. *Maintenance: The Condominium shall maintain the common open space located on the Premises including maintenance of the Jefferson Drive roadway, sidewalk, paths and common landscaping as well as the Grove Street bus shelter, the trail system located on the Property, the sewer pumping station and its associated generator and acoustical fence, the drainage and stormwater system, all utilities on site, and all open space areas established in accordance with the Special Permit decision approving this development.*

- b. **Trail Access:** *This shall include, but is not limited to, permitting public pedestrian walking access from this development's northerly entrance, directly down the roadway and sidewalk of Jefferson Drive to the Trail path located between Units 4 and 5 as shown as the "Proposed 4' Wide Walking Trail Easement" on the "Property Rights and Dimensional Standards Plan by Sullivan Engineering Group LLC dated September 12, 2017" and recorded at the Middlesex South Registry of Deeds as Sheet 2 of 2 of Plan No. 1009 of 2017 in which access is specifically permitted as provided for by Special Condition 5 of the Special Permit. Public Access does not include vehicular access on the property, nor access across other areas of the Property, and all public access is subject to the same conditions that regulate residents of the development such as pet regulations, trail use, etc., but does qualify as a recreational grant under M.G.L. Chapter 21, Section 17C to limit liability of the property owner to users of this trail. Since the trail will be located on Common land the Master Insurance policy shall cover the trail.*
- c. **Exterior Lighting:** *Exterior lighting on the site shall be maintained in accordance with Town of Lexington lighting bylaw and standards.*
- d. *The use of chemical fertilizers, pesticides, herbicides, and sodium-based products is prohibited in order to reduce any potential negative impacts to the nearby adjacent resource areas.*
- e. **Backup Generator:** *The backup generator for the Sewer Pumping Station must: (i) Comply with the Lexington Noise Bylaw; and (ii) Be enclosed in a sound resistant fenced enclosure. The Owners of Units 7, 8, 9 and 10 are hereby provided the opportunity to provide their preferences to the Association as the timing of the facilities weekly 15-minute generator test and all conveyances of Units 7, 8, 9 and 10 shall require notice of the weekly 15-minute generator test to the new owners.*
- f. **Snow Removal:** *The Condominium shall maintain a snow removal plan that requires all driveway, sidewalk, parking areas and private unit driveways to be cleared of snow whenever there is a snowfall of 1" or greater within a 24 hours period. The Plan shall require that all access areas be maintained free of ice and snow, that de-icing agents and sand be always used to preserve a safe and unimpeded access by all emergency vehicles and personnel.*
- g. **Storm Drain and Porous Paver Maintenance:** *The Condominium shall be responsible for complying in full with all terms, provisions and requirements of the storm drain system maintenance program entitled: "Program for the Inspection and Maintenance of Proposed Stormwater Management System and General Maintenance Program for JEFFERSON DRIVE Condominium located at Jefferson Drive, Lexington, Massachusetts" dated October 27, 2018, as well as the*

“Unilock Permeable Paver Maintenance Guide.” Said Maintenance Programs are attached to the end of the Condominium Rules & Regulations and are hereby incorporated into this Master Deed by reference. Neither this provision, nor the Maintenance Program itself, may be revised without the written consent of the Town of Lexington.

9. RESERVATION OF RIGHTS AND EASEMENTS:

Notwithstanding anything contained in this Master Deed or Trust to the contrary, the Declarant hereof, hereby reserves to itself and its successors and assigns, for a period to commence immediately and which shall expire the earlier of either: (1) one year following the date of the Declarant's conveyance of the final Unit Deed of all proposed Units within Phases I, II and III of said Condominium or (2) Seven (7) years from the date of this Master Deed, the following rights and easements:

- A. The right, without the consent of any Unit Owner or Mortgagee, or any other person, to amend this Master Deed to include in this Condominium, each of Phases I, II and III thereon, together with the Buildings thereon and all improvements therein.

Any such Amendment shall contain, with respect to each such subsequent Phase, all the particulars and plans required by the Master Deed as from time to time amended, and by Massachusetts General Laws Chapter 183, as from time to time amended. As each such subsequent Phase is added, the percentage interest in the Common Areas and Facilities of each Unit Owner in Phase I will decrease to the percentage interest set forth in the particular Amendment securing each such subsequent Phase and the percentage interest in the Common Areas and Facilities of the Phase being added by each such Amendment shall be as set forth in such Amendment, all consistent with the provisions of this Master Deed and Massachusetts General Laws Chapter 183A, as from time to time amended.

Upon the recording of such amendment(s) of this Master Deed so as to include said Phases(s), the Units in such Phases shall become Units in this Condominium owned by the Declarant, and the common areas and facilities of this Condominium shall include the land hereinbefore described in Article 2 and the same elements, features and facilities of the buildings and grounds which are described in the foregoing Article 6 hereof as common areas and facilities.

The Declarant, or its successors in interest, shall have the right, prior to the execution and registering of the amendments creating said Phases II and III to change the size, layout, location, and percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in said Phase II and III, but no such change shall alter the percentage interest in the common areas and facilities set forth in this Master Deed with respect to Units in Phase I. Nothing herein shall be deemed to obligate the Declarant to create said Phase II or III and Declarant reserves the right to modify all factors regarding the phasing of any units.

- B. The Unconditional right, without the consent of any Unit Owner or Mortgagee, to create such additional Phases, to transfer the same, and to mortgage the same. No Amendment to the Master Deed, the Condominium Trust, its Bylaws, Rules and Regulations, any Unit Deed, or the action(s) of any person or entity shall operate to deprive, hinder or delay Declarant's or Declarant's successor's or assignees' rights hereunder.
- C. The Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the rights and easements to use, occupy, and alter, for construction purposes only, the land described in Article 2 for all purposes necessary or desirable in order to construct the Buildings and the Condominium Units in Phases II and III thereon, and the common areas and facilities therefor, and the recreational facilities thereon, the right to grant easements across said land for the installation of utilities, and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the following rights to be in full force and effect until one year following the last condominium Unit in Phases I, II and III is conveyed of record by the Declarant, or seven years following the recording of this Master Deed: the right of access, ingress, and egress over and upon the land described in Article 2 hereon and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant, required in connection with the creation and construction of said Phases II and III; the right to lay, maintain, repair and replace, construct and install and connect all utilities, utility lines, poles, ducts, conduits and similar facilities to service any and all of the Condominium Units in Phases I, II and III and the common areas and facilities and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Condominium Units in Phases I, II and III and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways access ways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, and walkways are commonly used, including the transporting of construction materials, equipment and personnel for the purposes of constructing Phases II and III; to construct buildings and improvements on the land described in Article 2 hereof and as shown on the Phase Plan - Site Plan filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of said Phases II and III; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any unit; to restrict (for periods of not more than eight (8) hours at any time during the day) the use of Unit Owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her unit during such periods of restriction); to leave debris resulting from

construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of said Phase II or in order to facilitate the installation of appliances or fixtures in the units or common areas and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use his or her best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium units in Phases II and III and the common areas and facilities in connection therewith.

- D. The right, without the consent of any Unit Owner or any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Registry an Amendment to the Master Deed in form and substance similar to this Master Deed with only such changes as are necessary or desirable: i) to exercise Declarant's rights as set forth in this Master Deed and, ii) satisfy the provisions of this Master Deed; provided that no such amendment shall affect the undivided interest, the appurtenant interests, the size, or the dimensions of any Unit which has been conveyed by the Declarant prior to such amendment.
- E. The right to grant, without the consent of any Unit Owner or of any holder of a mortgage on a Unit, to the Unit Owners and occupants, their families and guests, the right to pass and re-pass over all roadways, walks and driveways on the Condominium Land as well as the right of access and use of all common areas of the condominium located upon the premises.
- F. The right to use any Unit owned by Declarant as a model for display, for purposes of sale or leasing of Units, and to transact any other business on the Condominium Land to achieve the foregoing, including, without limitation, the use of the Condominium Land and common areas.
- G. The right and power to record a special amendment to this Master Deed, Declaration of Trust, By-Laws and Rules and Regulations, at any time and from time to time, which amends these documents:
 - 1. To comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Massachusetts Housing Association, the Veterans Administration, any other governmental agency or any other public, quasi-public or private entity which performs functions relating to the eligibility of mortgage financing of said Units;
 - 2. To induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;

3. To bring these condominium documents into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or
4. To correct clerical or typographical errors in these condominium documents.
5. *To comply with the requirements of the Special Permit decision of the Town of Lexington Planning Board dated July 21, 2017 and recorded with the Middlesex South Registry of Deeds on November 8, 2017 in Book 70204, Page 59, as the same may be amended from time to time and to comply with any and all other permits, licenses and approvals issued by federal, state or local authorities in connection with the development of the Land and/or the Condominium, the construction thereon or the use thereof;*

H. The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the bylaws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

I. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a special amendment on behalf of each Unit Owner as proxy or attorney-in-fact. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by Declarant without further confirmation of Declarant by act or deed to the Trustees of the Condominium Trust at such time as the Declarant no longer holds or controls title to any Unit.

10. APPURTENANCES/MAINTENANCE:

Each Unit Owner shall have the right, as appurtenant to that Unit, to use in common with the Unit Owners of all other Units served thereby, all utility lines, roads, visitor spaces, recreational areas and other Common Elements located in any of the other Units or in the Common Areas and serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.

There shall be appurtenant to each Unit an exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Trust, the By-Laws and the Rules and Regulations, to use:

- i) The rear and/or side patio or deck to which such Unit has direct access, as shown on the site plan of the Condominium ("Site Plan") as being for the exclusive use of that Unit;
- ii) The porch and stairs immediately adjacent to the front door of such Unit, and the porch and stairs immediately adjacent to the rear door of such Unit, all as shown on the Site Plan;
- iii) The exterior parking spaces assigned to that Unit and as shown on the Site Plan as being for the exclusive use of that Unit;

- iv) The chimney serving such Unit, if any, exclusive of the outside enclosure of such chimney;
- v) The air-conditioning and heating unit and all equipment appurtenant thereto serving such Unit and the concrete/fiberglass pad on which it rests;
- vi) The sill-cock attached to each Unit; and
- vii) The "exclusive use" yard area, as shown on the Site Plan, as being for the exclusive use of such Unit.

The Units Owners shall be entitled to place personal property, furniture, gas grills and other objects for their personal use upon their patio's and front porches listed as exclusive use areas in clauses i) and ii) above, provided the furniture, property or objects so situated do not create a safety hazard to any person or property, are reasonable and customary exterior objects for these locations, and are not objectionable or cause a nuisance to a majority of the other unit owners. Unit Owners shall be responsible for daily cleaning and maintenance of their front porches and patios.

The Unit Owners shall be entitled to install reasonable plantings within their "exclusive use yard areas" listed in clause vii) above. All personal planting by unit owners will be maintained by unit owners. Should any additional landscaping fees be incurred by the Condominium for the installation, maintenance or removal of any personal plantings, the unit owner responsible for this planting shall be assessed a charged equal to this additional landscaping fee as an additional penalty fee on their next monthly common fee payment. Any plantings which may be considered to be excessive, or any plantings to be installed beyond the boundary restriction may only be done with the consent of a majority of the Trustees.

The Condominium Association, through the Trustees, shall maintain daily upkeep of the following areas:

- a. All Common Areas and Facilities to which the exclusive use and easement has not been granted to the Unit Owners;
- b. The "exclusive use" yard area as listed in the clause vii) above.

All costs and expenses associated with the maintenance of these areas shall be added to the Common Expenses of the Condominium:

The Condominium Association, through the Trustees, shall be responsible for long-term maintenance, repair and replacement of the following areas:

- a. All Common Areas and Facilities to which the exclusive use and easement has not been granted to the Unit Owners;
- b. The front/side porch, patios, parking areas, and the "exclusive use" yard area as listed in the clauses i), ii), iii) and vii).
- c. The paths, landscaping and the recreational areas on the property.

All costs and expenses associated with the long-term maintenance, repair and replacement of these areas shall be added to the Common Expenses of the Condominium.

The maintenance and the long-term repair and replacement of all the yard areas, fixtures, and appurtenant interests referred to in the preceding clauses i) - vii) which are within the exclusive use of the said Units and are not specifically mentioned in the preceding two paragraphs as the responsibility of the Condominium, shall be performed by and at the sole and separate expense of the Unit Owner of such respective Unit.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Trustees may, in the exercise of their reasonable discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those appurtenant Common Areas and Facilities, which Unit Owners may be required in the future to maintain, repair and replace and the Trustees may reasonably regulate and control decorating and utilization of such appurtenant Common Areas and Facilities, areas and items.

In addition to and not in limitation of the rights of Units Owners as elsewhere herein set forth and provided in said Chapter 183A, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, in common with all other Units Owners and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities and the Condominium Land. These rights shall always be subject, however, to the rights of the Trustees:

- i) to operate, inspect, protect, maintain, repair or replace all the Common Areas and Facilities, including those common areas which are within the exclusive use of any Units;
- ii) To correct, terminate or remove all acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions of the Master Deed, the Trust, the By-Laws or the Rules and Regulations, all as they may be amended; and
- iii) For such other purposes as the Trustees, from time to time, deem necessary, appropriate or advisable.

The Trustees shall also have the obligation, and are hereby granted, the right to maintain, repair, replace, add to and alter the roads, driveways, paths, walks, utility and service lines and recreational facilities, lawns, trees, plants and other landscaping in the Common Areas and Facilities, and to make excavations for said purposes.

The foregoing Unit Owners' and Condominium Trust's respective obligations shall be exercised consistent with the conditions and restrictions set forth in the Town of Lexington Special Permit decision of the Town of Lexington Planning Board dated July 21, 2017 and recorded with the Middlesex South Registry of Deeds on November 8, 2017 in Book 70204, Page 59, as the same may be amended from time to time.

11. UNITS SUBJECT TO MASTER DEED AND CONDOMINIUM TRUST:

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust and By-Laws, and any Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Premises. The acceptance of a deed or conveyance of a unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Trust and By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and 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 (b) a violation of the

provisions of these condominium documents shall be deemed a substantial violation of the duties of a Unit Owner.

12. RIGHTS RESERVED TO THE CONDOMINIUM TRUST

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees of the Condominium shall determine appropriate) to the Unit Owner involved, (or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit), the Trustees of the Condominium shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas. In addition, the Trustees shall have the following rights and easements:

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities and to do other work reasonably necessary for the proper maintenance or operation of the Condominium;
- (b) To grant permits, licenses and easements over the Common Areas and Facilities, for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Condominium Trust shall deem necessary or desirable for the property operation and maintenance of the Condominium; and
- (c) To grant easements to the Town of Lexington or any other utility company as may be required under the terms of the Special Permit Approval, or for the installation of common utilities upon the Property.

13. CONDOMINIUM UNIT OWNERS ASSOCIATION

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the **JEFFERSON DRIVE CONDOMINIUM TRUST** (hereinafter and hereinafter referred to as the "Condominium Trust"), a Massachusetts trust, a copy of the Declaration of Trust, including the By-Laws thereof, having been recorded herewith. Such Declaration of Trust establishes a Trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to his percentage of undivided interest in the Common Areas and Facilities to which such Unit Owner is entitled hereunder. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is entitled hereunder. The name and address of the original and present Trustee thereof is as follows:

North Shore Residential Development, Inc., 215 Salem Street, Woburn Massachusetts 01801

Such Trustee has enacted the Declaration of Trust and By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the **JEFFERSON DRIVE CONDOMINIUM TRUST**, under a Declaration of Trust of even date to be recorded herewith. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Trustees") is the Declarant.

The ANNUAL MEETING of the Condominium Trust shall be on the 2nd Friday of September of each year, or within sixty (60) days prior to or following said date, at a reasonable place and time as may be designated by the Trustees. If owners of record are notified of the meeting by U.S. Mail, or verified email, at least seven (7) days prior to the meeting date.

14. EASEMENTS

The Trustees shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense. The Trustees shall have a right of access to all Common Areas and Facilities for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Trustees shall have the right to grant such additional electric, gas, or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Trustees shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Areas and Facilities Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Areas and Facilities of the Condominium shall be the responsibility of the Trustees.

As a result of the above obligations and responsibilities, the Trustees or any of its directors, agents, employees or contractors shall have a right of access through, under, over and across the Common Areas and Facilities and the Units for the purpose of performing any of its obligations

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees; or (c) as a result of repair or restoration of the Buildings 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 the Building involved stands.

15. UNITS OWNER'S RIGHTS AND OBLIGATIONS

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they maybe amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and 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 thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, thereby irrevocably appoints the Declarant and its successors in title as their attorney in-fact to execute, acknowledge and deliver any and all Instruments necessary or appropriate to develop the Condominium and any additional phase(s) or sub-phases of the Condominium, and do further agree for themselves their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest (including the percentage interest attributable to the appurtenant exclusive use parking space, if any) as shown on Exhibit B of the most current Amendment to this Master Deed, in any and all matters related to election or removal of trustees or management of the condominium or any other matters in the Act or this Master Deed or the Declaration of Condominium Trust executed and recorded simultaneously herewith requiring a vote of Unit Owners.

(e) Each Unit Owner, including the Declarant, shall be required to pay its share of common expenses upon being assessed therefore by the Trust. Such share shall be based upon the percentage interest shown for such Unit (and exclusive use parking space, if any) in Exhibit B. Each Unit shall be assessed its share of common expenses beginning on the date that Unit is added to the Condominium by the recording of this Master Deed or a subsequent Phasing Amendment. The Declarant shall be liable for each Unit's common expenses from the date it is added to the Condominium until the time of its transfer.

16. AMENDMENTS:

This Master Deed may be amended by an instrument in writing (a) signed by owners of Units entitled to at least sixty-six and 67/100ths (66.67%) percent of the undivided interests in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium

Trust, and (c) duly recorded with the Middlesex County Registry of Deeds; PROVIDED, HOWEVER, that:

(a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same is 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 the same has been signed by the Owners of the Unit so altered;

(c) No instrument or amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities 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;

(d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage.

(e) 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 shall be of any force or effect;

(f) 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; and

(g) Notwithstanding anything contained in this Master Deed or in the Condominium Trust to the contrary, and nothing in this Article 12 nor in any amendment adopted pursuant hereto shall be deemed or constructed to violate or impair the rights reserved to the Declarant in and by the provisions of Article 9 of this Master Deed, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include Phases II and III in the Condominium in the manner provided in said Article 9, or to amend any other amendments as provided by said Article 9. Further, no amendment to this Master Deed affecting the rights of the Declarant to amend this Master Deed without the consent of any Unit Owner or Mortgagee to create Phases II and III, or affecting any of the other rights of the Declarant under Article 9 of this Master Deed may be made without the written consent of the Declarant or his or her successors and assigns.

(h) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the Master Deed and particularly the provisions of paragraph 9 hereof to include additional phase(s) or sub-phases, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (h) shall terminate upon the completion of sales by the Declarant to third party purchasers of all the units in the Condominium, or seven (7) years, whichever shall last occur.

(i) No instrument of amendment which alters this Master Deed in any manner, which would render it contrary to or inconsistent with any requirements, conditions, restrictions or provisions of the Town of Lexington Special Permit decision of the Town of Lexington Planning Board dated July 21, 2017 and recorded with the Middlesex South Registry of Deeds on November 8, 2017 in Book 70204, Page 59, as the same may be amended from time to time, shall be of any force or effect.

17. FHLMC/FNMA COMPLIANCE:

To the extent required to qualify the units of the Condominium for unit mortgages under the prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provisions shall apply notwithstanding any other provisions of this Master Deed and are subject to any greater requirements imposed by Chapter 183A. Unless one hundred (100%) percent of the first mortgagees of Units have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters.

- (a) Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless one hundred percent (100%) of the first mortgagees holding mortgages on the individual units in the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustee of the Condominium Trust by amendment to this Master Deed or otherwise shall:
- 1) by act or omission, seek to abandon or terminate the Condominium;
 - 2) 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 areas and facilities;
 - 3) partition or subdivide any Unit;
 - 4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;
 - 5) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee, unless otherwise provided for by statute.

- (c) In no case shall any provisions of the Master Deed give a Unit Owner or any other party priority over any rights of 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 taking of such Unit and/or the common areas and facilities of the Condominium.
- (d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof, except as may be set forth in this Master Deed.
- (e) In the event any right of first refusal in case of sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of holders of the restrictions in the Affordable Housing Deed Rider with regard to the Affordable Housing units within the Condominium. Nor shall the right of first refusal impair the rights of a first mortgagee of any Units to:
 - 1) foreclose or take title to a unit pursuant to the remedies provided in the mortgage; or,
 - 2) accept a deed in lieu of foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or,
 - 3) sell or lease a unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (1) and (2).
- (f) Upon written request to the Trustee 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 notice of:
 - 1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, as applicable;
 - 2) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer guarantor, which remains uncured for a period of sixty (60) days;
 - 3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by said Condominium;
 - 4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section;
- (g) No agreement for professional management of the Condominium may exceed a term of three (3) years and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice, or as otherwise provided for by statute.

The Declarant intends that the provisions of this Article 13 comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

In accordance with Chapter 183A, Section 23, where the master deed, declaration of trust or bylaws require the consent of mortgagees prior to amending said deed, trust or bylaws, consent shall be deemed given if the following conditions are satisfied: (i) written notice of the proposed amendment to the master deed, declaration of trust or bylaws, was provided to each mortgagee who holds a first mortgage on a unit within the condominium; (ii) the governing body of the organization of unit owners provided the notice by first class mail and certified mail, return receipt requested; and (iii) the mortgagee fails to respond or object within 60 days of the date of mailing such notice.

18. CONFLICTING PROVISIONS:

The Units and Common Areas and Facilities, and the Unit Owners, and the Trustees of the **JEFFERSON DRIVE CONDOMINIUM TRUST** shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts which may from time to time be amended and in all respects not specified in this Master Deed or in the Declaration of Trust and the By-Laws and Rules and Regulations thereof, shall be governed by the provisions of Chapter 183A of the General Laws of Massachusetts and their relation to each other and to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium, premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in the Master Deed or the Declaration of Trust conflict with the provisions of said Chapter 183A, as it may from time to time be amended, then the provisions of said statute shall control.

19. INVALIDITY:

The invalidity of any provisions of this Master Deed or the Declaration of Trust shall not be deemed to impair or affect in any manner the validity, enforceability or the effect of the remainder of this Master Deed or the Declaration of Trust and, in such event, all of the other provisions of this Master Deed and the Declaration of Trust shall continue in full force and effect as if such invalid provision had never been included herein.

20. 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.

21. CAPTION:

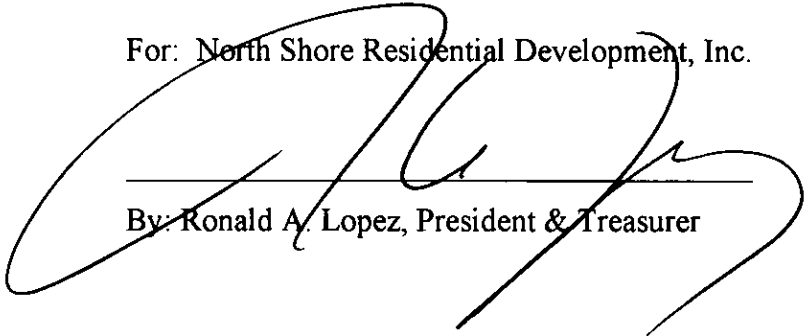
The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

22. DEFINITIONS:

All terms and expressions herein used which are defined in Section 1 of Chapter 183A of the General Laws of Massachusetts shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, the said Ronald A. Lopez hereunto sets his hand and seal this 19th day of August, 2019.

For: North Shore Residential Development, Inc.

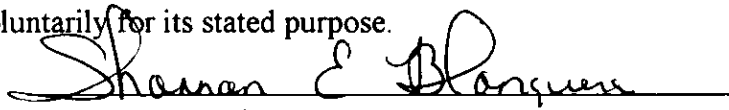


By: Ronald A. Lopez, President & Treasurer

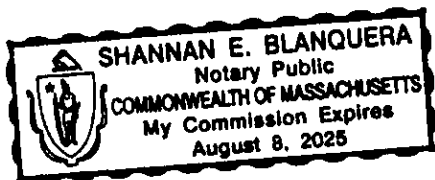
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 19th day of August, 2019, before me, the undersigned notary public, personally appeared Ronald A. Lopez, as President and Treasurer of North Shore Residential Development, Inc., a corporation, proved to me through satisfactory evidence of identification, which was in the form of a state issued drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public Shannan E. Blanquera
My commission expires 8-8-2025



JEFFERSON DRIVE CONDOMINIUM**EXHIBIT A - LEGAL DESCRIPTION OF LAND**

The land with the buildings thereon situated in the Towns of Burlington and Lexington, Middlesex County, Massachusetts, and further described as follows:

Two certain parcels of land shown on "Plan of Land in Lexington, Mass. Scale 1" = 60' October 8, 1941, Albert A. Miller, C.E., Lexington" recorded in Middlesex South District Registry of Deeds in Book 6557, Page 290. One parcel is located in Burlington, Middlesex County, Massachusetts, and is shown on said plan as containing two acres and the other parcel is located in said Lexington and is shown on said plan as containing 20.4 acres, all in the County of Middlesex and Commonwealth of Massachusetts and being together bounded and further described as follows:

Commencing at a point on the south face of the stone wall at land now or formerly of Robinson, then running S. 46° 13' W. 226.64 feet along the south face of said stone wall; thence S. 84° 24' W. 46.62 feet along the south face of said stone wall; thence S. 31° 48' 30" W. 66.60 feet along the south face of said stone wall; thence S. 18° 03' W. 182.88 feet along the south face of said stone wall; thence S. 69° 25' W. 453.69 feet along the south face of said stone wall to Grove Street; thence S. 27° 05' 30" E. 240.86 feet to a point; thence S. 23° 22' E. 221.91 feet to a point; thence S. 8° 46' 30" E. 437.13 feet to a point; thence S. 1° 54' W. 90 feet to a stone bound on the westerly side of said Grove Street at land now or formerly of Lulu W. Blake; thence N. 70° 54' E. 137.06 feet to a stake; thence No. 68° 40' E. 102.87 feet to a stake; thence N. 65° 22' E. 105.59 feet to a stake; thence N. 61° 25' E. 219.65 feet to a stone bound; thence along a stone wall and land of Simonds N. 63° 48' 30" E. 441.63 feet to a drill hole in the stone wall at land now or formerly of Robinson; thence N. 26° 03' W. along a stone wall at land now or formerly of Robinson 790.18 feet to the corner of the stone wall; thence N. 82° 63' E. 60.57 feet; thence N. 70° 44' E. 96.07 feet to a point; thence No. 0° 41' E. 230.97 feet to a point in a stone wall; thence No. 1° 63' W. 59.59 feet; thence N. 60° 30' 30"W. 287.00 feet along a stone wall and land now or formerly of Robinson to the point of beginning.

Excepting from the above-described premises the following parcels which were previously conveyed:

1. One acre conveyed to Gustaf C. Headburg, Jr. and Elsie R. Headburg, husband and wife as tenants by the entirety, by deed dated September 20, 1947, and recorded with Middlesex South District Registry of Deeds on September 22, 1947 in Book 7190 at page 50.
2. Three and 5/10 acres conveyed to Gustaf C. Headburg, Sr. and Frances M. Headburg, husband and wife as tenants by the entirety, by deed dated September 20, 1947, and recorded with Middlesex South District Registry of Deeds on September 22, 1947, in Book 7190 at page 51.
3. 30,355 square feet conveyed to A. Raymond Carchia and Vera M. Carchia, husband and wife as tenants by the entirety, by deed dated May 28, 1956, and recorded with Middlesex South District Registry of Deeds on June 1, 1956, in Book 8736 at Page 31.

4. 40,619 square feet conveyed to John J. Carchia and Elizabeth M. Carchia, husband and wife as tenants by the entirety, by deed dated January 24, 1961, and recorded with Middlesex South District Registry of Deeds on February 13, 1961, in Book 9759 at Page 327.
5. 30,159 square feet of land, conveyed to Marilyn Carchia Stivaletta, individually, by deed dated June 25, 1984 and recorded with Middlesex South District Registry of Deeds on June 29, 1984, in Book 15656, Page 492.

These premises are also shown on a plan entitled "Public Benefit Development 'Liberty Ridge'" Lexington, Massachusetts, prepared for North Shore Residential Development, Inc. Scale 1" = 50' dated September 12, 2017, drawn by Sullivan Engineering Group, LLC and filed with the Middlesex South District Registry of Deeds as Plan No. 1009 of 2017.

Containing approximately 12.42 acres of land according to said plan.

Subject to the zoning laws of the Town of Lexington and to restrictions and easements of record, if any there be.

Subject to and with benefit of:

1. The Town of Lexington Special Permit dated July 21, 2017 and recorded with the Middlesex South Registry of Deeds on November 8, 2017 in Book 70204, Page 59, and to the Declaration of Restrictive Covenants to be recorded herewith, all as the same may be amended from time to time;
2. The Declaration of Restrictive Covenants dated August 29, 2019 recorded herewith; and
3. The Grant of Easement for a Hiking Trail to the Town of Lexington dated August 20, 2019 recorded herewith.

For Declarant's title see Deed of Gerald M. Carchia, Trustee of the A. Raymond Carchia Trust dated April 20, 2018 and recorded in the Middlesex South Registry of Deeds in Book 70896, Page 366.

JEFFERSON DRIVE CONDOMINIUM**EXHIBIT B - UNIT DESCRIPTIONS****PHASE I**

At such time as this Master Deed is recored with only Phase I Units completed, the proportionate ownership interests in the Condominium shall be as follows:

UNIT NUMBER	APPROXIMATE* AREA (SQ.FT.)	PROPORTIONATE INTEREST	NUMBER OF ROOMS	ROOM DESIGNATION**
1	5,495 sf	13.30 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
2	5,735 sf	13.30 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
3	6,051 sf	13.30 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
5	3,904 sf	10.90 %	12	K, FR, DR, O, FB, 3-BR, 4-BA
6	5,557 sf	13.30 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
7 (AFU)	3,877 sf	2.40 %	9	K, FR, DR, 3-BR, 3-BA
8	3,984 sf	10.90 %	11	K, FR, DR, FB, 3-BR, 4-BA
9	2,509 sf	9.30 %	11	K, LR, DR, FB, 3-BR, 4-BA
10	3,819 sf	10.90 %	13	K, FR, DR, FB, 4-BR, 5-BA
11 (AFU)	2,455 sf	2.40 %	9	K, LR, DR, 3-BR, 3-BA
TOTAL:		100.00%		

The immediate common area to which each Unit has access is the front stoop and steps at the front of the unit leading to common sidewalk and driveway; and steps or deck leading to common grounds and landscape area from the rear or side of the unit, and egress window or bulkhead door leading out of the basement of each unit.

* The square foot area set forth includes the first floor, second floor, attic, basement areas and the garage.

** Key to Room Designation:

K – Kitchen
 BN – Breakfast Nook
 FR – Family Room
 DR – Dining Room
 O - Office/Study
 BR - Bedroom
 BA – Bath
 FB – Finished Basement Recreational Room

In addition to the number and designation of rooms stated, these Units may include an entrance foyer, hallways, closets, stairways, attic storage area, a fireplace, unfinished basement area and a one-car or two-car garage.

PHASE I & II

At such time as this Master Deed is amended to add Phase II to the Condominium, the proportionate ownership interests in the Condominium shall be revised to the following schedule:

UNIT NUMBER	APPROXIMATE* AREA (SQ.FT.)	PROPORTIONATE INTEREST	NUMBER OF ROOMS	ROOM DESIGNATION**
1	5,495 sf	6.80 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
2	5,735 sf	6.80 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
3	6,051 sf	6.80 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
5	3,904 sf	5.60 %	12	K, FR, DR, O, FB, 3-BR, 4-BA
6	5,557 sf	6.80 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
7 (AFU)	3,877 sf	1.20 %	9	K, FR, DR, 3-BR, 3-BA
8	3,984 sf	5.60 %	11	K, FR, DR, FB, 3-BR, 4-BA
9	2,509 sf	4.65 %	11	K, LR, DR, FB, 3-BR, 4-BA
10	3,819 sf	5.60 %	13	K, FR, DR, FB, 4-BR, 5-BA
11 (AFU)	2,455 sf	1.20 %	9	K, LR, DR, 3-BR, 3-BA
12	TBD sf	6.05%	TBD	TBD
15	"	6.80%	"	"
16	"	6.05%	"	"
17	"	6.05%	"	"
18 (AFU)	"	1.20%	"	"
19	"	6.05%	"	"
20	"	4.65%	"	"
21	"	6.05%	"	"
23	"	6.05%	"	"
	TOTAL:	100.00%		

The immediate common area to which each Unit has access is the front stoop and steps at the front of the unit leading to common sidewalk and driveway; and steps or deck leading to common grounds and landscape area from the rear or side of the unit, and egress window or bulkhead door leading out of the basement of each unit.

* The square foot area set forth includes the first floor, second floor, attic, basement areas and the garage.

** Key to Room Designation:

K – Kitchen

BN – Breakfast Nook

FR – Family Room

DR – Dining Room

O - Office/Study

BR - Bedroom

BA – Bath

FB – Finished Basement Recreational Room

TBD – To Be Determined

In addition to the number and designation of rooms stated, these Units may include an entrance foyer, hallways, closets, stairways, attic storage area, a fireplace, unfinished basement area and a one-car or two-car garage.

PHASE I, II & III

At such time as this Master Deed is amended to add Phase III to the Condominium, the proportionate ownership interests in the Condominium shall be revised to the following schedule:

UNIT NUMBER	APPROXIMATE* AREA (SQ.FT.)	PROPORTIONATE INTEREST	NUMBER OF ROOMS	ROOM DESIGNATION**
1	5,495 sf	4.40 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
2	5,735 sf	4.40 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
3	6,051 sf	4.40 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
5	3,904 sf	3.60 %	12	K, FR, DR, O, FB, 3-BR, 4-BA
6	5,557 sf	4.40 %	16	K, BN, LR, FR, DR, O, FB, 4-BR, 5-BA
7 (AFU)	3,877 sf	.80 %	9	K, FR, DR, 3-BR, 3-BA
8	3,984 sf	3.60 %	11	K, FR, DR, FB, 3-BR, 4-BA
9	2,509 sf	3.00 %	11	K, LR, DR, FB, 3-BR, 4-BA
10	3,819 sf	3.60 %	13	K, FR, DR, FB, 4-BR, 5-BA
11 (AFU)	2,455 sf	.80 %	9	K, LR, DR, 3-BR, 3-BA
12	TBD	3.90%	TBD	TBD
15	"	4.40%	"	"
16	"	3.90%	"	"
17	"	3.90%	"	"
18 (AFU)	"	.80%	"	"
19	"	3.90%	"	"
20	"	3.00%	"	"
21	"	3.90%	"	"
22	"	3.40%	"	"
23	"	3.90%	"	"
25	"	3.90%	"	"
26	"	3.40%	"	"
27	"	3.90%	"	"
29	"	3.40%	"	"
31	"	3.40%	"	"
33	"	3.40%	"	"
35	"	3.40%	"	"
37	"	3.60%	"	"
39	"	<u>3.60%</u>	"	"

TOTAL: 100.00%

The immediate common area to which each Unit has access is the front stoop and steps at the front of the unit leading to common sidewalk and driveway; and steps or deck leading to common grounds and landscape area from the rear or side of the unit, and egress window or bulkhead door leading out of the basement of each unit.

* The square foot area set forth includes the first floor, second floor, attic, basement areas and the garage.

** Key to Room Designation:

K – Kitchen

FR – Family Room

DR – Dining Room

O – Office/Study

BR – Bedroom

BA – Bath

FB – Finished Basement Recreational Room

In addition to the number and designation of rooms stated, these Units may include an entrance foyer, hallways, closets, stairways, attic storage area, a fireplace, unfinished basement area and a one-car or two-car garage.