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**MASTER DEED  
of the  
Jefferson Square Condominium**

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**MASTER DEED**

*establishing the*

***Jefferson Square Condominium***

*Pembroke, Massachusetts*

This Master Deed of the Jefferson Square Condominium made this day of October 8, 2015.

WITNESSETH that Kevin P. Sealund, Manager of Jefferson Square LLC, a duly organized Massachusetts limited liability company (hereinafter referred to as the "Declarant"), being the sole owners of certain land with improvements thereon in Pembroke, Plymouth County, Massachusetts, hereinafter described on Schedule A, by duly executing and filing this Master Deed, do hereby submit said land together with all improvements thereon, and all easements, rights and appurtenances belonging thereto (the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A, as may be amended ("Chapter 183A"), and do hereby state that they propose to create and do hereby create a condominium, to be governed by and subject to the provisions of said Chapter 183A, and to that end, said Declarant does hereby declare and provide as follows:

**1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES**

The name of the condominium shall be "Jefferson Square Condominium". The premises which constitute the condominium comprise the land (the "Land") as described in Schedule A attached hereto, and the buildings and improvements thereon situated off Washington Street (Route 53), Pembroke, Plymouth County, Massachusetts, (collectively, the "Condominium"), as shown on the site plan entitled "Phase 1 - Phase Development Plan, Jefferson Square Condominium" dated September 24, 2015, and on the floor plans entitled "Phase 1, Floor Plan As-Built, Jefferson Square Condominium", all prepared by Grady Consulting, LLC, said plans being the "Condominium Plans" hereafter referred to and hereby incorporated herein by reference, all of which are recorded herewith.

Phase 1 of the Jefferson Square Condominium consists of one (1) building ("Building B"), containing six (6) units, having access by common driveways and perpetual non-exclusive easements over the Land and the abutting private road to Washington Street (Route 53), Pembroke, Massachusetts, as shown on the Condominium plans which show the layout, location, unit numbers and dimensions as built. Declarant intends, and hereby reserves the right, but not the obligation, to create two additional phases (Phase 2 and Phase 3), including any part thereof as shown on the plans hereinbefore mentioned. When and if all phases are completed the Condominium will contain three (3) buildings and a total of thirteen (13) units. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, utilities and roadways and other amenities over that portion of the Premises shown as Phase 2 and/or Phase 3 on the Condominium plans hereinabove referred to. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the addition of the said additional phase. Thereafter, the Declarant shall have such right and easement to use the roadways and walkways affording access to the said Premises, including the right and easement to construct additional roadways, driveways, walkways and utility service extensions to serve the said building

and property in said additional phase, provided that such easement for access and construction shall not unreasonably interfere with the access of the owners of the existing units.

The Declarant further reserves the right in construction and creation of Phases 2 and 3 (including the right to create fewer than seven additional units) and/or to create sub-phases; provided that in all instances the percentage of interest attributable to each such Unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant reserves the exclusive right to grant temporary and/or permanent easements over, under, through and across the Common Areas of the Condominium land and buildings for the purpose of installing cable television lines or other entertainment, communication or utility systems serving the Units and improvements in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

The Declarant reserves the right for a period of two years from the date Declarant relinquishes control of the Trust as provided in the By-Laws to re-enter the premises for the purpose of inspecting the premises and making repairs to the Common Areas and the Units. The right hereunder reserved may not be modified, amended or altered except by an amendment to this Master Deed assented to in writing by the Declarant.

## 2. DEFINITIONS and LEGAL ORGANIZATION

All terms and expressions herein used which are defined in Chapter 183A shall have the same meanings unless the context otherwise requires. Wherever the term "Registry of Deeds" shall appear, it shall refer to the Plymouth County Registry of Deeds.

Jefferson Square Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Trustees of the Jefferson Square Condominium Trust from time to time.

Jefferson Square Condominium Trust, hereinafter referred to as the "Trust" or as the "Association", shall be the organization of unit owners organized pursuant to Chapter 183A, which organization will manage and regulate the Condominium, pursuant to the Declaration of Trust and By-Laws of the Jefferson Square Condominium (a copy of which are on file with the records of the Trust), this instrument, and Chapter 183A. Membership in the Trust is appurtenant to Unit ownership in the Condominium, and shall not be severable in any manner therefrom, and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Trustees of the Trust shall consist of at least three (3) and not more than five (5) persons, except that initially there shall be only two (2) trustees appointed by the Declarant who shall serve until the fifth annual meeting of the Unit Owners, subject, however, to the provisions of the By-Laws. Thereafter, the Board of Trustees shall be elected by and from the members of the Trust.

Officers of the Trust shall consist of a President, a Treasurer, and a Clerk. The initial officers shall be appointed by the Declarant and need not be Unit Owners. Subsequent officers shall be elected by the Board of Trustees to serve as such officers. The President and Treasurer shall be members of the Trust, and Unit Owners, in the event of owners who are individuals. In the event of a corporate Unit Owner, the officer may be a director or officer thereof. In the event of a trust or partnership Unit

Owner, the officer may be a Trustee or beneficiary of the trust or a partner of the partnership (including LLC's and LLP's).

The By-Laws of the Trust shall refer to those By-Laws contained in the Declaration of Trust, which have been duly adopted in the accordance with the provisions of Chapter 183A and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

### 3. DESCRIPTION OF BUILDING

Phase 1 of the Condominium consists of one (1) residential building ("Building B") containing six (6) townhouse-style units, all with a street address of 595 Washington Street. Building B's units contain three stories of living space, an attached one-car garage on the ground level, and an attic storage area. All buildings and units have access to Washington Street, Pembroke, Massachusetts, as shown on the Condominium plans above described and having such characteristics as are set forth on Schedule B, which is attached hereto and made a part hereof.

The buildings have masonry foundations and slabs, wood framing, gas heat systems, central air conditioning, and asphalt shingle roofing.

### 4. DESIGNATION OF UNITS

The unit designation, location, number of rooms, approximate area and other descriptive information are shown on the Condominium plans and the attached Schedule B. The Declarant hereby reserves the right to make revisions to Units in other phases of the Condominium, so long as said revisions are within the overall character of the Condominium and in accordance with the permits and approvals issued by the Town of Pembroke.

### 5. INTEREST OF UNIT OWNER

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which is attached hereto and made a part hereof.

### 6. BOUNDARIES OF UNITS

The boundaries of the townhouse-style Units are as follows:

- a. Floor: The lower exterior surface of the concrete basement floor slab, and the lower exterior surface of the concrete garage floor.
- b. Roof: The lower plane of the lower surface of the roof joists.
- c. Interior Building Walls Between the Units, and Exterior Building Walls: The plane of the interior surface of the wall studs facing each Unit.
- d. Doors and Windows which open from a Unit are part of the Unit from which they open (including garage doors, bulkheads and skylights, if any), including the exterior surfaces of the glass but excluding the exterior window frames, exterior window trim, exterior door frames, and exterior door trim. The color of a unit's exterior door surface may not be changed or altered without prior written permission of the Board of Trustees. It is expressly understood that the Unit Owner shall be responsible for the cleaning, maintenance, repair or replacement of any Unit window or door, including a window screen or screen door (if any), and that each Unit Owner shall maintain, repair or replace any window or door with identical units or units which have

been approved by the Board of Trustees as being in harmony with the exterior design scheme and architecture of the Condominium.

- e. Pipe Chases or Other Enclosures concealing pipes, wires or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the Common Areas and Facilities.
- f. Fireplaces and flues located within chimneys are a part of the Unit served by such fireplace and/or flue. The structure and exterior surface of Chimneys are part of the Common Areas and Facilities. The cleaning and maintenance of all flues shall be the responsibility of the Unit Owner.
- g. Heating and Air Conditioning Equipment, including all wiring, condenser units, burners, air handling equipment, vents, meters, flues, pipes and conduits connected thereto, which service a single unit and whether located within said unit or not, are a part of said Unit. The pad upon which the Unit's condenser unit rests shall be considered part of said Unit.
- h. Utility meters connected to and servicing a single Unit shall be considered as part of the Unit to which it is connected.
- i. All Structural Portions of the building are part of the Common Areas and Facilities.

## 7. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the Building or its services; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further 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 provisions of this Master Deed and the provisions of the By-Laws of the Trust, including the Rules and Regulations promulgated thereunder, zoning laws, health regulations, and all other applicable laws and regulations. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a duly issued building permit (if required by law), and pursuant to plans and specifications which have first been submitted to and approved by the Board of Trustees of the Trust. Such approval shall not be unreasonably withheld or delayed. Failure of a Unit Owner to seek and obtain prior approval of the Board of Trustees and/or a required building permit may subject the Unit Owner to liability for all direct and consequential damages arising from any changes or modifications, and may invalidate any possible insurance coverage for said Unit under the Condominium's master policy of insurance.

In the event that at any time or from time to time two or more contiguously located units are in common ownership and if the owner of such units (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such units in order to physically connect such units in a so-called duplex arrangement, the following procedure shall apply:

- a. The Duplex Owner shall send written notice to all of the unit owners and to the Trustees of the Condominium Trust of his/her intention to so physically connect such units and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work which the Duplex Owner proposes to perform, and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building, and (iii) a written agreement under which the Duplex Owner obligates himself to the other unit owners and to the Trustees of the Condominium Trust to proceed expeditiously

with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other unit owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. The Trustees may, but shall not be obligated to engage an architect to so advise them.

- b. No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the building, or for any other reason determined by the Board of Trustees, so long as such consent is not unreasonably withheld. The Board may establish appropriate restrictions, limitations or conditions upon such work, including but not limited to, hours of work, hours for delivery of materials, cleanliness of the work area and common areas, and insurance requirements. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.
- c. At the completion of the work, the Duplex Owner shall notify the Trustees of the Condominium Trust in writing that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the building. During such time as the units are physically connected, the Duplex Owner and his successors in title to such units shall have an easement for himself and those lawfully occupying such units to pass and repass through the common areas and facilities which separated such units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two or more units in common ownership have been combined into a duplex arrangement as hereinabove set forth, the then Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such units which physically connected such units in such duplex arrangement by following the procedure set forth hereinabove in this Section of this Master Deed, and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such units in such duplex arrangement, so that such units are no longer physically connected. Thereafter, the units which were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate units. Each present and future unit owner, by accepting delivery of his or her unit deed, shall be deemed to have expressly assented to the provisions of this Section of this Master Deed.

## 8. RESTRICTIONS ON USE

The Units and the Common Areas and Facilities shall be subject to the following restrictions unless otherwise permitted by an instrument in writing duly executed by a majority of the Trustees then in office:

- a. Each Unit is hereby restricted to only residential use; provided, however, that any of the Units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws and if said use does not generate any additional and unreasonable traffic or parking needs. The visitation of business associates, clients and the general public with respect to such office or studio use shall be substantially infrequent, and not more than one employee who is not a resident of any unit in the Condominium shall be employed therein (in addition to the resident of the Unit being used for such accessory use). Each Unit shall be occupied by no more than two (2) persons per bedroom.
- b. Notwithstanding any provisions of this section to the contrary, the Declarant, their heirs, successors, assigns or affiliates has the right, until all the Units in all proposed phases of the Condominium have been conveyed by Unit Deed, to use any one or more Unit or any Common Area or portion thereof or suitable facility in the Condominium for a model, offices, and/or storage areas or otherwise, for purposes of construction, promotion, or marketing of Units, or for any other lawful purpose, and to also affix signs within and to the exterior of such Unit(s) in connection with the marketing thereof. So long as Declarant owns any unit space or phasing rights in the Condominium, it shall have the right to erect and maintain signs in and on the Common Areas and Facilities of the Condominium.
- c. Except as hereinbefore reserved by the Declarant for the development of subsequent phases, no part of the Common Areas, including but not limited to the parking areas and driveways, shall be used for overnight parking or storing of trucks or recreational vehicles (including all-terrain vehicles), boats, campers, motorcycles, buses, vans or trailers, or other items or goods, except specifically any duly registered and operable automobiles, pickup trucks, sport utility vehicles, motorcycles or vans belonging to the Unit Owners, residents or guests, or as otherwise permitted in writing by the Board of Trustees. No part of the Common Areas shall be used for vehicle washing, oil changes, engine repairing, or painting of any vehicle. No unregistered vehicle may be stored in the Condominium for periods longer than ten (10) days, and no storage of registered vehicles shall be permitted in the Condominium for periods longer than thirty (30) days. Any vehicle which is being temporarily stored (e.g., in cases of pending repair or sale) may be required to be stored in a specific area or parking space, in accordance with any snow removal policies or other instructions issued by the Board of Trustees.
- d. Ordinary house pets are permitted, subject to any Rules and Regulations promulgated by the Board of Trustees and only upon issuance of a permit from the Board of Trustees. Ordinary house pets shall include dogs (except pit bulls and other types/breeds of dogs with a propensity for violence, determined solely at the Board's discretion, and/or those which may require an increase in insurance coverage or premiums), cats, caged domesticated birds,

hamsters, gerbils, guinea pigs, aquarium fish, small turtles and tortoises, and pets normally maintained in a small terrarium or aquarium, but not including snakes or rats. In the event that any such pet, in the sole discretion of the Board of Trustees, is found to have caused or created a nuisance, unreasonable damage or a danger to another resident or the Common Areas, such pet shall be removed from the property at the expense of the Unit Owner upon no less than five (5) days' written notice, or said Unit Owner shall be subject to a daily fine to be established by the Board of Trustees until compliance with said notice is attained. The Rules and Regulations to be promulgated by the Board of Trustees, as may be amended from time to time, shall further define the responsibilities and restrictions of pet owners and their pets, especially concerning the control and cleanliness of pets in the Common Areas.

- e. Each parking space or parking area is intended to be used in accordance with the Rules and Regulations promulgated by the Board of Trustees, as may be amended.
- f. Except for the exercise of the Declarant's rights under this Master Deed, the exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limited the generality of the foregoing, no change, replacements, 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 consent of the Board of 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 or resident without the prior written consent of the Board of Trustees.
- g. The right of a Unit Owner or resident to decorate his or her Unit, including any rear decks, front entrance patios, rear patios or courtyards (if any), the exclusive use of which is appurtenant to a Unit, is subject to the right of the Board of Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Board of Trustees, when viewed from the outside of said Unit, materially detracts from the aesthetic or architectural integrity of the Building or other nearby Units.
- h. No Unit Owner may erect or install a satellite dish or other antenna or communication device on the exterior of any Building or in the Common Areas, without obtaining the prior written permission of the Board of Trustees and subject to the requirement that the proposed location and method of installation of said device be approved by the Board, so as to require that said device be placed in a location that it is disguised or least visible from the front of the buildings and/or roadways, whenever possible. The Board of Trustees may establish specific rules and regulations regarding the siting and installation of such devices, but only so long as said rules and regulations do not conflict with applicable Federal Communication Commission (FCC) regulations. The Board of Trustees may vote to waive the location restriction, if good cause is demonstrated to a majority of the Board of Trustees.
- i. No nuisances shall be allowed in the Condominium nor shall any use or practice by allowed which is a source of annoyance to its residents or which unreasonably interferes with the peaceful possession or proper use of the Condominium by its residents.



- j. The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the Declaration of Trust and By-Laws of the Trust and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Trustees of the Trust, and shall be subject to the Zoning Bylaws of the Town of Pembroke and any Special Permit or other restrictions issued by the Town and recorded at the Registry of Deeds. Any Unit Owner found by the Board of Trustees or a court of competent jurisdiction to be in violation of the provisions of this Master Deed, the Declaration of Trust and By-Laws, and/or the Rules and Regulations of the Trust shall also be liable for the reasonable attorneys' fees, costs and interest incurred by the Trust in enforcing same.
- k. The Trust also reserves the right and easement to enter onto and within any Unit, from time to time, at reasonable hours, for the purpose of reconstructing and repairing a Unit or adjoining Units, Common Areas and Facilities and to perform any obligations of the Trust required or permitted to be performed under this Master Deed and/or the By-Laws of the Trust. In an emergency, such right of entry shall be immediate, whether or not the notice to the Unit Owner has been given, or whether or not the Unit Owner is present or not. All Unit Owners and residents shall be required to deposit a working copy of the Unit key with the Board of Trustees, for use in cases of emergency.

#### 9. UNIT APPURTENANCES

Appurtenant to each Unit is membership in the Trust which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the Common Areas and Facilities, including the exclusive easement, if any as may be granted in this Master Deed and/or as shown on said Condominium plans and/or described in a deed of a Unit by the Declarant to the Unit Owner, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the Declaration of Trust and By-Laws of the Trust and the Rules and Regulations promulgated thereunder.

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 Declaration of Trust and By-Laws, and the Rules and Regulations, to use:

- a. The front patio and stairways adjacent to the front door of such Unit and to which there is direct access from said Unit, as are shown on the Condominium plans;
- b. The chimney, if any, serving such Unit (but not the exterior enclosure thereof);
- c. The exterior rear deck with stairway and rear patio adjacent to the rear door of such Unit and to which there is direct access from said Unit, as are shown on the Condominium plans;
- d. The sillcock(s), if any, attached to each Unit;

- e. For Unit A, that portion of the driveway leading from the roadway to Garage A;
- f. For all other units, that portion of the driveway leading from the parking lot areas to the garage area of each Unit and only serving that Unit;
- g. For Unit A, that portion of the lawn areas surrounding Building A to be delineated on the Condominium Plans.

The Common Areas and Facilities to which the exclusive use and easement has been granted to a Unit Owner referred to in the above clauses (a)-(g) shall be maintained, repaired and replaced as necessary by the Trust and the costs and expenses associated therewith shall be Common Expenses. Provided, however, that the maintenance, repair and replacement of any portion of the Common Areas and Facilities necessitated by the misuse, abuse, intentional damage, or destruction by a Unit Owner (or tenant, family member, guest or invitee of the Unit Owner) shall be performed by the Trust at the sole and separate expense of the Unit Owner responsible for same.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Board of 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 Board of Trustees may reasonably regulate and control and make rules relating to the appearance, painting, decorating and utilization of such appurtenant Common Areas and Facilities, areas and items.

The Board of Trustees shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the roadways, 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. No Unit Owner shall do any of the foregoing without the prior written permission of said Board of Trustees in each instance. The Board of Trustees and its agents and contractors shall have the right to use and to draw water from sill cocks appurtenant to the Units for the maintenance of the Common Areas and Facilities.

#### 10. COMMON AREAS AND FACILITIES

The Common Areas and Facilities of the Condominium comprise and consist of the entire Premises, with the exception of the Units as defined and described in this Master Deed and any other property which is expressly excluded from the Common Areas and Facilities, and including specifically but without limitation, all of the following:

- a. The land described in the attached Schedule A, together with the benefit of and subject to the rights and easements referred to in this Master Deed, and the Common Areas and Facilities shown on the Condominium plans (including yards, roadways, driveways, parking spaces and areas, and common storage areas, if any) and subject to the right and easement of the Declarant to add the buildings, units and improvements constituting subsequent phases as hereinbefore described in conjunction therewith to grant mortgages on all or part of the buildings, units and improvements constituting such subsequent phases, including the rights

and easements hereunder reserved, and hereafter to submit such phases by amendment to the Master Deed as provided in this Master Deed, and until such amendments are recorded by the Declarant any of said buildings, units and improvements in such subsequent phases will remain the property of the Declarant and shall not constitute part of the Condominium;

- b. The foundations of the Building and all portions thereof, and all structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior or interior walls, floors, ceilings, and roofs (including studding and joists) not included as part of the Units, and any exterior stairs and the carrying common walls between the said Units of the Building;
- c. All septic facilities, water and electric lines, conduits, chimneys, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services (including cable television systems, internet access systems, intercom systems, and other communication wiring, if any) which are contained in portions of the Building or Common Areas contributing to the service and/or support of the Unit, other Units or Common Areas and Facilities, but specifically excluding any portion of an HVAC system which services a single Unit and excluding the lighting, heating, and plumbing fixtures and kitchen and bathroom cabinets located within said Unit and serving the same exclusively;
- d. All such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which such facilities are contained, but specifically not including the fixtures and equipment providing lighting, heating, communication and plumbing services which are located within said Unit or controlled from within said Unit and serve the same exclusively;
- e. All lighting devices and wires and poles located in the Common Areas, including specifically those fixtures attached or mounted on the exterior of the Building, or otherwise serving a portion of the Common Areas, except that a Unit Owner shall be financially responsible for the cost of any lighting devices located in a Common Area which is controlled from a switch within said Unit;
- f. The dumpsters and the post office boxes or other mail receptacles installed on the property;
- g. The yards, lawns, gardens, roadways, driveways, walkways, parking areas, and other improvements on the Condominium land, including without limitation fencing, exterior lighting, landscape walls, railings, steps, surface and underground drainage systems, drainage structures, rain gardens, retention ponds, irrigation wells and appurtenant equipment, irrigation systems, trees, shrubs, plants, and other landscaping, including those landscaped areas attached or adjacent to the front stairways of each unit;
- h. The front patio and stairways adjacent to the front door of such Unit, the exclusive use of which has been granted to Unit Owners;
- i. The exterior patio and/or deck areas appurtenant to Units as described in the Unit Deed, the exclusive use of which has been granted to Unit Owners;

- j. All other recreational facilities, and any radio, television, communication or other antenna systems and other facilities thereof which service more than one unit, either presently existing or which may be added to the Condominium; and
- k. All other items being a part of the Condominium and listed as common areas in Massachusetts General Laws, Chapter 183A, except for those items defined as being a part of a Unit pursuant to this Master Deed.

Notwithstanding anything to the contrary herein contained, the said Common Areas and Facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

#### 11. CONDOMINIUM TRUST

The Trust through which the Unit Owners will manage and regulate the Condominium hereby established is The Jefferson Square Condominium Trust created under a Declaration of Trust of even date and recorded herewith (hereinbefore and hereinafter sometimes referred to as the "Declaration of Trust" or the "Trust"). Said Trust establishes that all Unit Owners of the Condominium shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his/her percentage of undivided interest in the Common Areas and Facilities, as may be established by this Master Deed and further amended by the addition of future phases.

The names of the initial and present Trustees are as follows:

Kevin P. Sealund, Trustee

Nancy E. Sealund, Trustee

The mailing address of the Trustees and the Trust is as follows:

794 Washington Street, Pembroke, MA 02359

The Trustees have enacted By-Laws pursuant to Chapter 183A which are set forth in the Declaration of Trust of said Trust. The term "Trustees" shall be deemed to include the initial Trustees as well as the successors in Trust of the initial Trustees.

#### 12. EASEMENTS AND ENCROACHMENTS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the Common Areas and Facilities, or if any portion of the Common Areas or Facilities, now or hereafter, encroaches upon any Unit as a result of (a) settling of the Building, or (b) condemnation or eminent domain proceedings, or (c) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be amended from time to time, or (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty, then in any of the foregoing events, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the Building stands.

### 13. COMMON ELEMENTS; DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the Common Areas and Facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium. With respect to Units which may be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the Common Areas and Facilities (and therefore the responsibility of the owner of each Unit for assessments, and the vote appurtenant to each Unit) will be calculated on the basis of the approximate relation that the fair value of the Unit, on the date of the amendment adding each such subsequent phase, bears to the aggregate fair market value for all of the Units. The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of recording in the Registry of Deeds of the amendment to this Master Deed adding a phase.

### 14. AMENDMENT OF MASTER DEED

- a. While the Declarant owns at least one of the Units or the right to create and add additional phases, this Master Deed may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units (but only if such amendment would materially affect the rights of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A and, except as provided otherwise in this instrument or Chapter 183A or the By-Laws of the Trust, by a vote of seventy-five (75%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on Units (but only if such amendment would materially affect the rights of any mortgagee). Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by them, or otherwise affect the rights reserved by the Declarant without the written assent of the Declarant in each instance, nor shall it modify the rights of any Unit Owner to the exclusive use of any portion of the Common Areas and Facilities herein granted without the written assent thereto of the Unit Owner affected thereby and the first mortgagee holding a mortgage of record on the Unit. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Unit Owner(s) and mortgagee(s) of the Unit so altered. If an amendment involves a change in percentage interest, such vote shall be by at least seventy-five (75%) percent in interest of the Unit Owners and including the vote of all Unit Owners whose percentage would be affected, in addition to the written consent of the holders of the first mortgages on all mortgaged and affected Units, unless otherwise provide by the provisions of Chapter 183A.