



FIRST AMENDMENT TO  
MASTER DEED OF  
HOWE SHOE FACTORY CONDOMINIUM

The undersigned being the Holders of at least 75% of the undivided interests in the Common Elements of the HOWE SHOE FACTORY CONDOMINIUM which Master Deed is dated January 8, 2015 and recorded with the Middlesex South County Registry of Deeds in Book 64782, Page 108, and being a majority of the Trustees of the Howe Shoe Factory Condominium Trust pursuant to the Power set forth in Section 14 of said Master Deed, in order to allow conversion of the Commercial Unit to a Residential Unit hereby Amend said Master Deed as follows:

1. Section 9, Article ( c ) is deleted in its entirety;
2. Section 11 Article (ii) is deleted in its entirety;
3. Section 12 is deleted in its entirety;
4. Exhibit B is hereby deleted and replaced with the new Exhibit B attached hereto;
5. Exhibit C is hereby deleted and replaced with the new Exhibit C attached hereto; and
6. There is filed herewith and made a part hereof a new floor plan of Unit 101 showing the new layout of Unit 101 as a Residential Unit.

In all other respects the said Master Deed shall remain in full force and effect as amended.

116 Pleasant - c - Max - R - R plan # 864 of 2016

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Signed and sealed this 15 day of September, 2016,

Howe Shoe Factory Condominium Trust  
By 110 Pleasant LLC, Trustee

by: [Signature]  
Stanislav Burdan, Manager

by: [Signature]  
Alex Yarov, Manager

Commonwealth of Massachusetts

County: Middlesex

On this 15 day of September 2016 before me, the undersigned notary public, personally appeared Stanislav Burdan and Alex Yarov, Managers of 110 Pleasant LLC proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for this stated purpose.

[Signature]  
Notary Public: Michelle T. Simons  
My commission expires: 8-26-22



Unit Owners:

402 6.32%

*Elin Dry*  
Elise J. Durgarian

202 5.58%

*Mark Sajnecki*  
Mark Sajnecki

~~203~~

~~*Timothy Deegan*~~

201 5.80%

*Alec Peating*  
Alec Peating

210 5.38%

*Lee Billiard*  
Lee Billiard

206 5.27%

*Stacy Gambocarto*  
Stacy Gambocarto

204 5.58%

*Megan Lane*  
Megan Lane

404 5.58%

*Marc Greeson*  
Marc Greeson

103 5.58%

*Brian J. Giglio*  
Brian J. Giglio

403 5.58%

*Steve Berselli*  
Steve Berselli

102 5.69%

*Varun Lattupelli*  
Varun Lattupelli

207 5.38%

*Greg Stokes*  
Greg Stokes

~~212~~

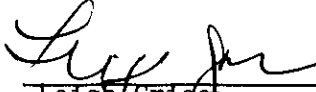
101 5.58%

Stanislav Burdan, Manager  
110 Pleasant LLC


~~208~~

Unit Owners:

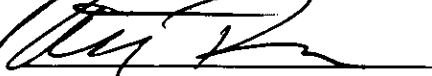
LEIGH Griggs #212 5.38%

  
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Leigh Griggs

Kapsoo Cheon #203 5.38%

  
\_\_\_\_\_  
Kapsoo Cheon

Robert Dolins #208 5.38%

  
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Robert Dolins

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**EXHIBIT B**  
**MASTER DEED OF HOWE SHOE FACTORY CONDOMINIUM**

There are eighteen (18) residential Units.

The Building consists of 4 floors of residential condominium units

The First Floor has three (3) residential units

The Second and Third Floor consists of ten(10) residential units, with an internal staircase in the individual units to acces separate floors.

The Fourth Floor consists of five (5) residential units

The exterior of the building is made of cement fiber board/hardie board siding.

The foundation is comprised of poured concrete and field stone.

The roof of the building is a rubber membrane.

The post office address of the Condominium is 110 Pleasant Street, Marlborough, MA 01752.

There is one main water line and one main sewer line serving the Eighteen (18) units.

**EXHIBIT C  
MASTER DEED OF HOWE SHOE FACTORY CONDOMINIUM**

**DESCRIPTION OF RESIDENTIAL CONDOMINIUM UNITS**

<b>Unit No.</b>	<b>Location</b>	<b>Number of Rooms</b>	<b>Approx. Area In Sq. Ft.</b>	<b>Percentage Interest In Common Element</b>
101	First Floor	4	1,454.8	5.58%
102	First Floor	7	1,578.3	5.69%
103	First Floor	6	1,455.6	5.58%
201	Second Floor and Third Floor	7	1,513.9	5.80%
202	Second Floor, and Third Floor	7	1,421.9	5.58%
203	Second Floor, and Third Floor	6	1,385.9	5.38%
204	Second Floor and Third Floor	7	1,480.4	5.58%
205	Second Floor and Third Floor	6	1,385.7	5.38%
206	Second Floor, and Third Floor	6	1,219.7	5.27%

207	Second Floor 6 and Third Floor	1,364.2	5.38%
208	Second Floor 6 and Third Floor	1,385.9	5.38%
210	Second Floor 6 and Third Floor	1,385.7	5.38%
212	Second Floor, 6 and Third Floor	1,364.2	5.38%
401	Fourth Floor 6	1,251.9	5.58%
402	Fourth Floor 7	1,621.2	6.32%
403	Fourth Floor 6	1,332.1	5.58%
404	Fourth Floor 6	1,258.9	5.58%
406	Fourth Floor 6	1,332.1	5.58%

I. UNIT DESCRIPTIONS:

Unit 101 consists of a Bedroom, Bedroom Living/Dining Room, Kitchen, 1 half bathroom, 1 full bathroom and storage/technical 101 Room;

Unit 102 consists of a Master Bedroom, Bedroom, Dining/Living Room, Kitchen, home office, 1 bathroom and 1 Master bathroom;

Unit 103 consists of a Master Bedroom, Bedroom, Dining/Living Room, Kitchen/sitting area, 1 bathroom and 1 Master bathroom;

Unit 201 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, sitting area, 1 bathroom and 1 Master bathroom;

Unit 202 consists of a Living/Dining Room, Kitchen, Foyer, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 203 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 204 consists of a Living/Dining Room, Kitchen, Foyer, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 205 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 206 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 207 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 208 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 210 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 212 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 401 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 402 consists of a Living/Dining Room, Kitchen, Foyer, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;



Unit 403 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 404 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

Unit 406 consists of a Living/Dining Room, Kitchen, Master Bedroom, Bedroom, 1 bathroom and 1 Master bathroom;

## **II. Common Area Access:**

Unit numbers 101, 102 & 103 and Units 201, 202, 203, 204, 205, 206, 207, 208, 210, and 212 and Units 401, 402, 403, 404, 406 shall have access to the common areas as set forth on the Condominium Floor Plans and site plan recorded herewith with the Master Deed.

## **III. BOUNDARIES OF UNITS:**

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

1. FLOORS: The plane of the upper surface of the lowest sub-floor;
2. CEILING: The plane of the lower surface of the topmost ceiling joists or rafters, as the case may be;
3. WALLS: The plane of the interior surface of the wall studs or furring;
4. DOORS AND WINDOWS: The plane of the exterior surface of doors leading to Common Areas; the exterior surface of window glass and the interior surface of the window frames.
5. EXTERIOR BUILDING WALLS: The plane of the interior surfaces of wall furrings.
6. LIMITED COMMON AREAS: Each of the Units has as an appurtenance thereto the exclusive right and easement to the following:
  - a) Unit #101 shall have the exclusive right and easement to the five parking spaces assigned in the deed with the initial conveyance. Unit #101 shall also have the exclusive right and easement to the storage area shown on the floor plan as adjacent to the unit Storage Area shown on the Plan as "Technical Storage 101" on Plan of "Howe Shoe Factory Condominium, 110 Pleasant Street,

Marlborough, Massachusetts, dated January 9, 2015 by Rav & Associates, Inc. PO Box Canton, Massachusetts, 02021" and recorded at the Middlesex Registry of Deeds on January 12, 2015 at 11:00 am as Plan 19 of 2015.

- b) Unit #102 shall have the exclusive right and easement to the two parking spaces assigned in the deed with the initial conveyance. Unit 102 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 102".
- c) Unit #103 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 103 shall also have the exclusive right and easement to the storage area shown on the floor plan as adjacent to the unit Storage Area shown on the Plan as "Storage 103".
- d) Unit #201 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 201 shall also have the exclusive right and easement to the storage area shown on the floor plan. Area shown on the Plan as "Storage 201".
- e) Unit #202 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 202 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 202".
- f) Unit #203 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 203 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 203".
- g) Unit #204 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 204 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 204".
- h) Unit #205 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A

permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 205 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 205".

- i) Unit #206 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 206 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 206".
- j) Unit #207 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 207 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 207".
- k) Unit #208 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 208 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 208".
- l) Unit #210 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 210 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 210".
- m) Unit #212 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 212 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 212".
- n) Unit #401 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 401 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 401".

- o) Unit #402 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 402 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 402".
- p) Unit #403 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 403 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 403".
- q) Unit #404 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 404 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 404".
- r) Unit #406 shall have the exclusive right and easement to the one parking space assigned in the deed with the initial conveyance and one permitted parking space. A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. Unit 406 shall also have the exclusive right and easement to the storage area shown on the floor plan. Storage Area shown on the Plan as "Storage 406".

**PARKING :**

The Declarant reserves the right to assign numbered outside parking spaces as shown on the site plan recorded with the Master Deed. The Declarant shall reserve the right to assign numbered parking spaces upon the initial conveyance of each of the Units with the exception of Units 101 and 102.

Unit 101 will have an exclusive easement and right to use five (5) outside parking spaces assigned to them by the declarant.

Unit 102 shall have an exclusive easement and right use to two (2) outside parking spaces assigned to them by the declarant.

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

which shall be that at all times the exclusive easement and right to use said parking spaces or parking areas shall be held by Unit Owners.