

**MASTER DEED OF  
HOWE SHOE FACTORY CONDOMINIUM**

**110 Pleasant LLC** of 26 Elderwood Drive, Stoughton, Massachusetts, (hereinafter "Declarant") being the owner of the land with improvements thereon (hereinafter the "Premises") located in Marlborough, Middlesex County, Massachusetts (the "Municipality") more particularly hereinafter described, by duly executing and filing this Master Deed with the Middlesex County Registry of Deeds (the "Registry") does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), proposes to create, and hereby does create with respect to the Premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides as follows:

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

**Howe Shoe Factory Condominium**

**Section 2. Description of the land.** The land on which the Condominium is located is generally known as **110 Pleasant Street, Marlborough, Middlesex County, Commonwealth of Massachusetts** and is more particularly described in **Exhibit A** attached hereto and made a part hereof together with any easements, encumbrances, restrictions and appurtenant rights therein specified.

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

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

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

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

(a) The land, together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable;

(b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the Building (other than any portion thereof included in the Units), all roofs, and the area in the Building between the upper surface of the sub flooring and the lower surface of the ceiling joists below it;

(c) All entrances, vestibules, and exterior front stairs and interior rear stairs of the Building; elevator, the mailboxes and similar facilities in such areas; the gutters, down spouts, storm windows and screens;

(d) All yards, plantings, gardens, parking areas, steps and walkways located outside the Building and on the land, subject to any exclusive rights as set forth herein;

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

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

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

(h) Any additional common areas and facilities listed in Chapter 183A and located in the Condominium.

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

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

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

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

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

**Stanislav Burdan of 26 Elderwood Drive, Stoughton,  
MA 02072**

**Alex Yarov of 26 Elderwood Drive, Stoughton, MA 02072**

The Initial Trustees of the Condominium Trust have enacted BYLAWS pursuant to Chapter 183A, which are set forth in the Declaration of Trust

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

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

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

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

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements

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

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

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

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

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted in any Residential Unit except as expressly permitted herein.

(b) Storage Spaces. The Declarant reserves the right to convert certain areas located in the basement and on the first Floor of the building (such areas being shown on the Floor Plans as "Storage Spaces") into storage spaces for use by individual Unit Owners who are granted or purchase easements to use them. Any storage spaces so created will be shown on plans recorded with the Registry. The Declarant does hereby expressly reserve to itself the right to sell and convey easements for the exclusive use of designated storage spaces to certain Unit Owners for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the

right to grant easements for the exclusive use of storage spaces, either in unit deeds or by separate instruments. Any Unit Owner who purchases an easement for the exclusive use of a storage space shall have the right to freely convey such easement, but only to another Unit Owner in the Condominium. Any Unit Owner who purchases an easement for the exclusive right to use a storage space shall be assessed for the costs incurred by the Owners' Association to maintain, repair and replace such storage space, and shall bear all risks with respect to any property stored in such storage space. Storage spaces shall be used solely for storage of normal and customary household items. No hazardous or flammable substances shall be stored in any storage space. Each Unit Owner who is granted an easement for the exclusive use of a storage space shall have an appurtenant easement for access to such storage space.

(c) Commercial Unit. The Commercial Unit may be used for any lawful retail or office purposes which are not otherwise prohibited by the terms and provisions of the Condominium Documents, by Legal Requirements, or by any document affecting title to the Condominium Land. The Commercial Unit may not be used as a Restaurant.

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

(e) Rights of Declarant. Until the Declarant or a successor declarant has sold and conveyed all of the Units, (i) the Declarant or its successors may, rent or lease Units, subject to the provisions of this Master Deed, furnished or unfurnished; (ii) raise or lower the price of an unsold unit; and (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the condominium unit; (iv) Proceed together with its contractors and other appropriate personnel, to perform or complete any construction, or the like in or to any of the Units or Common Elements, including any renovations, finishing work or the like in or to any Units, and exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed, and there is reserved to the Declarant an easement on, over across and through the Condominium for such purposes; (v) proceed, together with its contractors and other appropriate personnel, to complete any construction, landscaping or the like in or to any of the Common Area and Facilities and/or any renovations, finishing work or the exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the Provisions of this Master Deed.

**Section 10. Restrictions, on the use of residential Units.** In order to provide for congenial occupancy of the property and for the protection of the value of the Units, the

use of the Property shall be restricted to and shall be in accordance with the following provisions:

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

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 5 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirements of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;

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

(d) Any designation of or use of common areas or construction in or on the common areas for the benefit of one or more units but not all units, must, before construction is begun, be approved by an Amendment to the Master Deed signed by One Hundred (100.00%) percent of the Unit Owners (and their mortgagees if required) and by a majority of the Trustees, and shall be subject to the same requirements as stated in subparagraph (b) of this Section 10. Notwithstanding the foregoing, with respect to construction in or on any portion of the common areas to which a unit owner individually has an exclusive right to use, same must, before construction is begun, be approved in writing by the owner(s) of any unit(s) directly abutting such limited common area or whose unit(s), are directly affected thereby as well as be approved by a majority of the Trustees in writing, and shall similarly be subject to the requirements of subparagraph (b) of this Section 10. The cost of preparing and recording the Amendment to the Master Deed in the case of designation of Limited Common Area or the cost of obtaining written approval of any affected unit owners and the trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the unit(s) being benefited;

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

(f) Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements which they have an exclusive right to use;

(g) Unit Owners, are responsible for the upkeep, maintenance, repair and replacement of the Common Elements in accordance with their percentage of interest in the condominium as hereinafter set forth in this Master Deed. Any unit owner that has an exclusive use area shall maintain it and keep it clean.

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

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

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

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

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

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

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

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

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

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

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

(s) Pursuant to a Special Permit City Council Order No. 11-1002923F/X10-1002683B dated September 27, 2010 as amended December 5, 2011, all units that are sold will be purchased by a person or persons who intend to reside in the units. Only the Declarant, its successors and assigns, may rent or lease any unsold units for the purposes set forth therein for terms of not less than twelve (12) months. No said unit shall be or continue to be rented by the Declarant its successors or assigns after the fifth anniversary of the date of issuance of the occupancy permit of said unit, or 7 years after the date of issuance of the first occupancy permit for the Condominium. All rentals, or leases of all Units shall be subject to the provisions of the Condominium Documents, Special Permit City Council Order No. 11-1002923F/X10-1002683B , legal Requirements and any documents affecting title to the condominium land. The right to place any "rent to own" signs on any unsold or unoccupied Units are reserved for the Declarant only. No such unit shall be rented to any person or persons for more than three years unless, prior to the expiration of those three years, said person or persons execute a purchase and sale agreement.

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

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

The restrictions set forth in this Section 10, (i) shall be covenants running with the land, (ii) shall be for the benefit of all Unit Owners, (iii) shall be administered on behalf of the Unit Owners by the Trustees, (iv) shall be enforceable by the Trustees, insofar as permitted by law, (v) may be waived in specific cases by the Trustees (except as to subparagraphs (f), (m), (n) (o) and (t) of this Section 10), (vi) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the



Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his/her ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and/or any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

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

- (i) Condominium Unit Owners shall have no rights to alter, hang items on corridor walls unless specifically permitted herein, however any Condominium Unit Owner that owns all Units located on a single floor may decorate and use the Corridor walls with the consent of the Trustees, to be withheld at the Trustees sole discretion.
- (ii) Commercial Unit Owners shall have no rights to alter or hang items on the corridor walls outside of their Unit other than a sign approved by the Trustees, unless specifically permitted herein.

**Section 12. Maintenance of Commercial Unit**

- (i) The Commercial Unit Owner will not responsible for the maintenance or repair of the exterior walls but shall be responsible for the maintenance, repair and replacement of all doors and interior walls of the Unit. Commercial Unit owners may maintain tables, planters, fencing and the like in the exterior area immediately appurtenant to the Unit subject to approval of the Trustees which approval may be granted or withheld on the Trust's sole discretion and subject to applicable regulations.
- (ii) Each Commercial Unit Owner shall be responsible for the maintenance, repair and replacement of all electrical closets, utility lines, pipes, wires, conduits, vents, ducts, shafts vestibules, flues, plumbing, chimneys equipment, fixtures, machinery, furnishings and all facility and fixtures for the furnishing of utilities and services to the extent the foregoing are located within and exclusively serve such Commercial Unit and do not contribute to the structure or support of the Building or any other Unit. In the event any repairs are performed by the Condominium Trust, all costs thereof shall be assessed against the Commercial Unit Owner.

**Section 13. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgagee.**

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) as applicable,

under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non- action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

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

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

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

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

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

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

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

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

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

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

(iii) Partition or subdivide any Unit;

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must

be approved in writing by at least seventy-five (75%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least seventy-five (75%) percent of the votes of units subject to mortgages held by eligible holders.

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

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

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

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

(n) If the Condominium shall cause to be prepared an audited financial statement for the immediately preceding fiscal year, any holder of a first mortgage of a Unit shall be entitled upon written request to receive a copy of same free of charge. If no audited statement is available, any mortgage holder shall be allowed to direct that an audited statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

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

(i) The consent of owners of Units to which at least one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding

mortgages on Units which have at least seventy-five (75%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

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

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- d. Insurance or Fidelity Bonds;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- h. Boundaries of any Unit;
- i. Convertibility of Units into common areas or of common areas into Units;
- j. Leasing of unit estates by the Declarant only;
- k. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit;
- l. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units. The project documents may provide for implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. An affidavit by the

Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

**Section 14. Amendments.**

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

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

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

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

PROVIDED, HOWEVER, that:

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

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

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

(iv) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed, and the same has been assented to in writing by all holders of first mortgages of record;

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

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

(vii) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, shall be of any force or effect.

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

**Section 15. Units Subject to Master Deed, Unit Deed, Declaration of Trust and By-Laws and Rules and Regulations.**

All present and fixture owners, tenants, visitors, employees and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the By-Laws and Rules and Regulations, as any of them may be amended from time to time, and with any items affecting the title to the Condominium, as described in Exhibit A hereto. The acceptance of a Unit Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the and any items affecting title to the Condominium are accepted and ratified by the owner, tenant, visitor, employee, occupant or any person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the land and shall bind any such person, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof and (ii) a



violation of any provisions set forth in clause (i) above shall be deemed to be a substantial violation of the duties of the Unit's Owner.

**Section 16, Chapter 183 A,**

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

**Section 17 Arbitration of Disputed Unit Owners Action,**

In the event that any Unit Owner, by written notice to the other unit owner(s), shall dissent from any determination or action of the unit owner(s) herein, and such dispute shall not be resolved within thirty (30) days after such notice, then such dispute shall be submitted first to an minimum three (3) hour mediation with a mutually agreeable mediator or mediation program with costs to be divided equally between the parties. If the parties to the dispute cannot agree on a mediator, the mediation service offered by the Real Estate Bar Association of Massachusetts shall be the default mediator. Failure to mediate in good faith shall subject such party to sanctions in any subsequent arbitration or legal proceedings. If such dispute shall not be resolved through the mediation process, then the parties shall submit the matter to binding arbitration. For that purpose, one arbitrator shall be designated by the Unit Owner taking action, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the said Real Estate Bar Association of Massachusetts and shall be binding upon all parties. The costs of such arbitration shall likewise be borne equally by the parties unless the Arbitrator awards otherwise. Notwithstanding the foregoing, this paragraph shall not apply to claims for collection of amounts due the Condominium Trust herein for common charges and assessments which shall be enforced pursuant to M.G.L. c. 183A, Section 6.

**Section 18, Invalidity.** If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstance is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

**Section 19. Conflicts** This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

**Section 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, regardless of the number of violations or breaches which may occur.

**Section 21. Captions** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

**Section 22. Miscellaneous**

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

**Section 23. Definitions** All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

IN WITNESS WHEREOF, Declarant hereby executes this MASTER DEED under seal this \_\_\_\_\_ day of December, 2014.

110 Pleasant LLC

By: \_\_\_\_\_  
Stanislav Burdan, Manager

By: \_\_\_\_\_  
Alex Yarov, Manager

Commonwealth of Massachusetts

County: \_\_\_\_\_

On this \_\_\_\_\_ day of December, 2014 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.

\_\_\_\_\_  
Notary Public:  
My commission expires:

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

**PARCEL 1**

The land with all the buildings and structures now or hereafter standing or placed thereon situated on Pleasant, Chestnut, and Franklin Streets in the City of Marlborough, Middlesex County, Massachusetts, bounded and described as follows:

- Beginning      At the Southeast comer of the granted premises at the comer of Pleasant and Chestnut Street;
- Thence          Running Westerly by Chestnut Street, one hundred ninety-eight (198) feet more or less to Franklin Street;
- Thence          Turning and running north 18 degrees West by Franklin Street one Hundred seventy four and eighty-five hundredths (174.85) feet to land now or late of John Holyoke;
- Thence          Turning and running Easterly by said Holyoke's land, seventy-eight (78) feet;
- Thence          Turning and running Southerly by land now or late of S. Herbert Howe, fifty-five (55) feet;
- Thence          Turning and running North 67 degrees 50'E, one hundred twenty (120) feet to Pleasant Street;
- Thence          Turning and running Southerly by Pleasant Street, one hundred twentyfive (125) feet to the point of beginning.

**PARCEL 2**

A certain parcel of land with the buildings thereon situated in said Marlborough, bounded and described as follows:

- Beginning      At the Northeasterly comer of said land on the Westerly side of Pleasant Street and at land now or formerly of Hodgkins;
- Thence          Southerly by said street fifty-three (53) feet to land now or formerly of B.A. Corbin & Son Co.;
- Thence          Westerly one hundred and twenty (120) feet;
- Thence          Northerly fifty-five (55) feet to said land now or formerly of said Hodgkins; and
- Thence          Easterly by said last mentioned land of one hundred and twenty (120) feet to the point of beginning.

Said parcels are conveyed subject to the restrictions and conditions as described in deed recorded in Book 52096, Page 181.

Being the same premises conveyed by SA Pleasant, LLC to 110 Pleasant LLC dated October 20, 2010, recorded with Middlesex South Registry of Deeds in Book 55633, Page 468.

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The Premises are subject to the following:

Said parcels are conveyed subject to the restrictions and conditions as described in deed recorded in Book 52096, Page 181.

Said parcels are subject to a Special Permit City Council Order No. 11-1002923F/X10-1002683B dated September 27, 2010 as amended on December 5, 2011 and recorded at the Middlesex Registry of Deeds at Book 58300 page 306.

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

There are seventeen (17) residential Units and one (1) commercial Unit.

The building consists of 4 floors of residential condominium units.

The first floor has two (2) residential units and one (1) commercial Unit.

The second and third floor consists of ten (10) residential units, with internal stair case in individual units to access separate floors.

The fourth floor consists of five (5) residential units.

The exterior of the building is made of cement fiber board/hardi 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>
102	<i>First Floor</i>	7	1,578.3	5.69%
103	<i>First Floor</i>	6	1,455.6	5.58%
201	<i>Second Floor and Third Floor</i>	7	1,513.9	5.80%
202	<i>Second Floor, and Third Floor</i>	7	1,421.9	5.58%
203	<i>Second Floor, and Third Floor</i>	6	1,385.9	5.37%
204	<i>Second Floor and Third Floor</i>	7	1,480.4	5.58%
205	<i>Second Floor and Third Floor</i>	6	1,385.7	5.37%
206	<i>Second Floor, and Third Floor</i>	6	1,219.7	5.27%
207	<i>Second Floor and Third Floor</i>	6	1,364.2	5.37%

208	<i>Second Floor 6 and Third Floor</i>	1,385.9	5.37%
210	<i>Second Floor 6 and Third Floor</i>	1,385.7	5.37%
212	<i>Second Floor, 6 and Third Floor</i>	1,364.2	5.37%
401	<i>Fourth Floor 6</i>	1,251.9	5.58%
402	<i>Fourth Floor 7</i>	1,621.2	6.32%
403	<i>Fourth Floor 6</i>	1,332.1	5.58%
404	<i>Fourth Floor 6</i>	1,258.9	5.58%
406	<i>Fourth Floor 6</i>	1,332.1	5.58%

**DESCRIPTION OF COMMERCIAL CONDOMINIUM UNIT**

<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	<i>First Floor</i>	3	1,454.8	5.58%



I. UNIT DESCRIPTIONS:

Unit 101 consists of a Commercial Office Space, 1 bathroom; and 1 handicapped bathroom

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 Plan 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 site plan as adjacent to the unit Storage Area shown on the Plan as “Technical Storage 101”.

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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site 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 site plan. Storage Area shown on the Plan as "Storage 406".

### **PARKING :**

The Declarant reserve the right to assign numbered outside parking spaces as shown on the site plan record with the Master Deed. The Declarant shall reserve the right to assign numbered parking spaces upon the initial convancy of each units with the exception of Unit 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.