

MASTER DEED
OF
TROWBRIDGE TERRACE CONDOMINIUM

*Approved
Robert L. Smith
Secy. 2, 1987*

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I, Charles L. Smith, Trustee of Trowbridge Terrace Realty Trust, under a Declaration of Trust dated December 11, 1984, and recorded with Southern Middlesex Land Court Registry District, as Document No. 872744, and noted on Certificate No. 172496, Registration Book 992, Page 146 (hereinafter referred to as "Declarant"), being the sole owner of a certain parcel of land, together with the two buildings thereon, situated and numbered 46 Trowbridge Street, and 1 and 2 Trowbridge Terrace, Cambridge, Middlesex County, Massachusetts and the land, suitable for automobile parking, being more particularly described in Paragraphs 2 and 3 below (hereinafter called the "premises") DO HEREBY SUBMIT SAID PREMISES to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and propose to create and do hereby create a Condominium to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end hereby declare and provide as follows:

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

TROWBRIDGE TERRACE CONDOMINIUM

2. **Description of the Land.** The premises which constitute the Condominium comprise the land together with the buildings thereon, located at 46 Trowbridge Street, and 1 and 2 Trowbridge Terrace, Cambridge, Massachusetts, being more par-

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particularly bounded and described in **Exhibit A** attached hereto and made a part hereof. The premises are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said **Exhibit A**.

3. Description of the Buildings: The buildings on the premises which constitute the Condominium are described in **Exhibit B** attached hereto and made a part hereof.

4. Description of the Units. There are six Units in the Condominium. Units A, B, C and D are located in the building at 46 Trowbridge Street and Units 1 and 2 are located in the building on Trowbridge Terrace. The designation of each Unit in the Condominium, a statement of its location, approximate area, number and composition of rooms, immediate common areas of the Condominium to which it has access and its proportionate interest in the common areas of the Condominium are set forth in **Exhibit C** attached hereto and made a part hereof.

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

- a. Floors: the plane of the upper surface of the sub-flooring.
- b. Ceilings: the plane of the lower surface of the ceiling joists.
- c. Walls: the plane of the interior surface of wall studs facing such units; or, if there be no wall studs, the plane of the interior surface of the masonry walls.
- d. Doors: the plane of the exterior surface of all doors leading to common areas including exterior doors.

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- e. Windows: the interior frame of the windows and exterior surface of glass.

The proportionate interest of the respective Units in the common areas and facilities of the Condominium has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

(A) Each Unit includes the ownership of all utility lines, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(B) The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public sidewalk and street, parking area, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the common areas and facilities of the Condominium).

(C) Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas of the Condominium described in Paragraph (5) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other common areas and facilities of

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the Condominium in accordance with the intended purposes thereof.

(i) **UNIT A.** The owner of Unit A shall also have the exclusive right to use, subject to such reasonable rules and regulations as may be established by the Trustees of the Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof, together with the obligation to pay for the repair of any damage in excess of ordinary wear and tear arising in whole or in part on account of such use,

(a) the decks to which that Unit has exclusive access as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith, and

(b) the patio and garden area which that Unit has exclusive right, as appurtenant to their Unit, as shown on the Plan recorded herewith;

(ii) **UNIT B.** The owner of Unit B shall also have the exclusive right to use, subject to such reasonable rules and regulations as may be established by the Trustees of the Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof, together with the obligation to pay for the repair of any damage in excess of ordinary wear and tear arising in whole or in part on account of such use,

(a) the deck to which that Unit has exclusive access as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith, and

(b) deck and stairs to which that Unit shares exclusive right with Unit C, as shown on the Floor Plans described

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in Paragraph 6 hereof and recorded herewith, provided the use does not affect the structural integrity of the building or the roof, for purposes of, including egress for such Unit;

(iii) **UNIT C.** The owner of Unit C shall also have the exclusive right to use, subject to such reasonable rules and regulations as may be established by the Trustees of the Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof, together with the obligation to pay for the repair of any damage in excess of ordinary wear and tear arising in whole or in part on account of such use,

(a) the deck to which that Unit has exclusive access as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith,

(b) the deck to which that Unit has exclusive access as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith, and

(c) deck and stairs to which that Unit shares exclusive right with Unit B, as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith, provided the use does not affect the structural integrity of the building or the roof, for purposes of, including egress for such Unit;

(iv) **UNIT D.** The owner of Unit D shall also have the exclusive right to use, subject to such reasonable rules and regulations as may be established by the Trustees of the Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof, together with the obligation to pay for the repair of any

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damage in excess of ordinary wear and tear arising in whole or in part on account of such use,

(a) the decks to which that Unit has exclusive access as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith, and

(b) the patio area to which that Unit has exclusive right, as appurtenant to their Unit, as shown on the Plan recorded herewith;

(v) UNIT 1. The owner of Unit 1 shall also have the exclusive right to use, subject to such reasonable rules and regulations as may be established by the Trustees of the Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof, together with the obligation to pay for the repair of any damage in excess of ordinary wear and tear arising in whole or in part on account of such use,

(a) the decks to which that Unit has exclusive access as shown on the Floor Plans described in Paragraph 6 hereof and recorded herewith,

(b) the garden area to which that Unit has exclusive access as shown on the Plan recorded herewith, and

(c) the parking area to which that Unit has exclusive right, as appurtenant to their Unit, as shown on the Plan recorded herewith;

(vi) UNIT 2. The owner of Unit 2 shall also have the exclusive right to use, subject to such reasonable rules and regulations as may be established by the Trustees of the

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Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof, together with the obligation to pay for the repair of any damage in excess of ordinary wear and tear arising in whole or in part on account of such use,

(a) the deck to which that Unit has exclusive access as shown on the Floor Plans recorded herewith,

(b) the patio and garden areas to which that Unit has exclusive access as shown on the Plan recorded herewith, and

(c) the parking area to which that Unit has exclusive right, as appurtenant to their Unit, as shown on the Plan recorded herewith.

5. Description of the Common Areas and Facilities of the Condominium. The common areas and facilities of the Condominium consist of:

(A) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force and applicable.

(B) All portions of the Buildings not included in any Unit by virtue of Paragraph 4 above including areas subject to an exclusive easement for any Unit, and also including, without limitation, the following to the extent such may exist from time to time:

(1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, decks, exterior

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stairs, roof and common entrances and common exits of the Buildings, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;

(ii) Installations of services such as heat, telephone, electric power, gas, hot and cold water, master television antennae, if any, including all utility lines and equipment attendant thereto, but not including equipment contained within and serving a single Unit;

(iii) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (ii) which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(iv) All land areas, paving, lawns, and landscaping, and other improved or unimproved areas on land and not within any Unit.

(v) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage shown on Exhibit C attached to this Master Deed and incorporated herein by reference.

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The use of common areas and facilities of the Condominium shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust and By-Laws described in Paragraph 9 hereof, and the Rules and Regulations, if any, promulgated pursuant thereto, and the said Chapter 183A of the General Laws of Massachusetts, as amended, which is hereinafter referred to as the Condominium Law.

6. Floor Plans. The floor plans of the Buildings and the Units therein, together showing the layout of the Buildings, setting forth the Units within the Buildings comprising the Condominium, and depicting the unit numbers, layout, location within each building, and dimensions, approximate area, main entrance and immediate common areas to which each Unit has access, all "as built", and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built are recorded with and made a part of this Master Deed.

Said plans are listed on a schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit D.

7. Use of the Building and the Units. The purposes for which the building and the Units are intended to be used are as follows:

(A) The intended use of the Building and all Units in the

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Condominium is for dwellings.

(B) No Unit shall be used other than as a dwelling without the written consent of a majority of the Trustees of the Trowbridge Terrace Condominium Trust described in Paragraph 9 hereof (hereinafter called the "Trustees"), except that an occupation or profession which may be carried out in a dwelling without signs, advertising, noise, or inconvenience to other Unit owners, and where the visitation of business associates and clients is substantially infrequent, shall be permitted by the Trustees, subject to such reasonable Rules and Regulations as they may adopt.

(C) The use of the garden areas, decks and parking areas granted to Units under the provisions of paragraph 4 of this Master Deed, and the use of the roofs granted to Units thereunder for purposes of roof decks, by the owners or occupants of such Units having the exclusive right to use the same, and any reconstruction, repairs, replacements or improvements thereto, shall comply with this Master Deed, the Condominium Trust, the Condominium Law, and all zoning, safety, building, and other applicable laws, codes, ordinances, and regulations. The Trustees and any Unit owner or occupant may have access to and use of the garden areas, decks, parking areas and roofs (whether or not decked over), at any time, without notice, in the event of emergency.

(D) The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

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(i) Only one vehicle is allowed in each Parking Space.

(ii) All vehicles shall be parked within their respective Parking Spaces, and not in the driveway.

(iii) A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and the rules and regulations, if any, promulgated pursuant to said Condominium Trust.

(E) The owner of each unit of Trowbridge Terrace Condominium shall occupy and use such unit as a private dwelling for himself and his immediate family. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.

To meet special situations and to avoid undue hardship or practical difficulties the Trustees may grant permission to an owner to lease his unit to a specified lessee for a period of not less than four consecutive months nor more than twelve consecutive months.

The purpose of provision (E) is to impart a degree of continuity of residence and to inhibit transiency.

(F) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed,

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specifically including but limited to this Paragraph 7 and Paragraph 8, the Condominium Trust, and the the Rules and Regulations of the Condominium, if any, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations, if any, shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations, if any, and a copy of Paragraphs 7 and 8 of the Master Deed;

(G) The provisions of the foregoing Paragraph (E) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(H) No outside occupants shall keep, house, or harbor any pets or animals in a Unit or Common Areas unless first consented to by the Trustees of the Condominium Trust;

(I) Use of the Building and Common Areas may also be restricted under provisions of the Condominium Trust and By-Laws, and the Rules and Regulations, if any, promulgated pursuant thereto.

(J) Notwithstanding the provisions contained in Paragraphs 7 and 8 hereof, the Declarant, or any successor to his interest in the Condominium, hereby reserve(s) the right, until all of the Units have been sold by the Declarant or such successor, to:

(a) lease any Units owned by the Declarant;

(b) lease any parking spaces owned by the Declarant to

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other Unit owners,

(c) use any Units owned by the Declarant as models for display purposes of selling or leasing of Units or for other lawful purposes.

8. Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(A) No Unit shall be used for any purpose not specified in Paragraph 7 above;

(B) The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof, without the consent of all Unit owners. This Paragraph (B) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire;

(C) If there is/are any tree(s) or shrubs on the land of the common gardens, said tree(s) or shrubs shall not be cut down without the written approval of all unit owners.

(D) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this Master Deed, (ii), the Condominium Trust, By-Laws, and any rules and regulations promulgated pursuant thereto, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by

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the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of provisions of this paragraph except such as occur during his or her Unit ownership.

9. Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") will manage and regulate the Condominium established hereby is the Trowbridge Terrace Condominium Trust under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium, to which they are entitled under this Master Deed. The names and addresses of the original and present trustees (the "Trustees") of the Condominium Trust are as follows:

Charles L. Smith
44 Western Avenue
Cambridge, MA 02139

The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of the Condominium Law. (The term "Trustees" as

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hereinafter used shall be deemed to include the successors in trust to the original trustee and to mean the trustees or trustee for the time being under the Condominium Trust.)

10. **Amendments.** This Master Deed may be amended from time to time by an instrument in writing signed and acknowledged by sixty-seven (67) percent or more of the Unit owners in the aggregate in interest of the undivided ownership of the Common Areas and Facilities of the Condominium, and duly recorded with the Middlesex South Registry District of the Land Court; PROVIDED, HOWEVER, that:

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

(B) 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;

(C) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amendment to this Master Deed;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by any lender shall be of any force or effect unless the

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same has been assented to by the holder of such mortgage;

(E) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Condominium Law shall be of any force of effect;

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment; and

(G) The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

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11. Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

(A) All present and future owners, tenants, invitees, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws and Rules and Regulations, if any, promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Land and Buildings (described in Paragraph 2 and 3 hereof), and set forth in the various provisions of this Master Deed, and (e) the Condominium Law. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-Laws and Rules and Regulations, if any, promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the Land and Buildings, are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or Rules and

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Regulations, if any, promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations, if any, adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which either the Trustees or the Unit Owner may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

12. Pipes, Wires, Ducts, Cables, Conduits, Flues, Public Utility Lines, and other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owner of the other Units to use all pipes, master television antennae, wires, ducts, flues, cables, conduits, public utility lines and other Common Facilities of the Condominium located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Facilities of the Condominium serving such other Unit and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit from time to time during reasonable hours and in such manner as not unreasonably to interfere with the use of the Unit to inspect the same, to remove violations therefrom, and to main-

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tain, repair or replace any of the Common Areas and Facilities contained therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas and Facilities or to another Unit or Units.

13. Encroachments. If any portion of the Common Areas and Facilities of the Condominium now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings or (b) alterations or repairs to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

14. FHLMC and FNMA Requirements. The Declarant and each Unit owner hereby agree as follows, subject to any greater requirements imposed by Chapter 183A of the General Laws of Massachusetts:

(A) That in the event any right of first refusal in case of the sale of a Unit has been reserved to or adopted by the organization of Unit owners (The Trowbridge Terrace Condominium Trust) under its By-Laws, as authorized by Section 12 of the Condominium Law, such right of first refusal shall not impair the rights of a bona fide first mortgage lender to:

(i) foreclose or take title to a Unit pursuant to the

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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 Paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgage lender shall be exempt as grantee from any right of first refusal reserved to or adopted by the organization of Unit owners which may be applicable to such Unit;

(C) That any bona fide first mortgage lender who obtains title to a Unit by foreclosure of the mortgage or pursuant to any other remedies provided in the mortgage or by law will not be liable for more than six months of such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(D) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units of the Condominium have given their prior written approval, neither the Unit owners nor the Trustees of the Trowbridge Terrace Condominium Trust shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the common areas;

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Areas and Facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to any roofs, decks, patios, or gardens, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Areas and Facilities of the Condominium;

(E) That all taxes, assessments, and charges which may be-

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come 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;

(F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a bona fide 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 such Unit and/or the Common Areas and Facilities of the Condominium;

(G) That a bona fide first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled, to the extent applicable to this six-unit condominium to:

(i) written notification from the Trustees of the Condominium Trust of any default in the performance by its borrower who is an owner of a Unit of any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust during normal business hours;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

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

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(v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(H) That any agreement for professional management of the Condominium, and any contract providing for services of the Declarant, may not exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days' or less written notice.

The Declarant intends that the provisions of this Paragraph 14 comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and subject to any greater requirements imposed by Chapter 183A of the General Laws of Massachusetts, all questions with respect thereto shall be resolved consistent with that intention.

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

(A) In the event of a conflict between the Master Deed and

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said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(B) In the event of a conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control;

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

(D) In the event of any conflict between this Paragraph 15 and any other provisions of the Master Deed or the Condominium Trust, the provisions of Paragraph 15 shall control.

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

17. **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 nor the intent of any provision hereof.

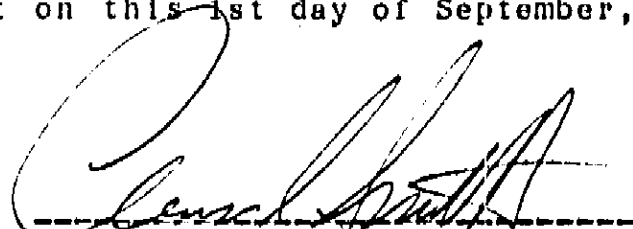
18. **Assignment of Rights of Declarant.** The Declarant, by deed or by separate assignment, shall be entitled to assign any and all of his rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, or entity, or to the Condominium Trust.

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

EXECUTED as a sealed instrument on this 1st day of September, 1987.



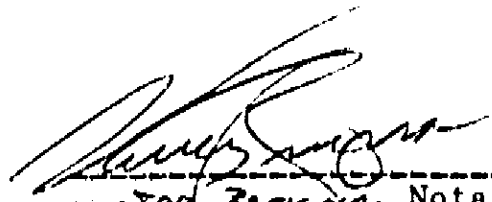
Charles L. Smith, Trustee and
Not Individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 1, 1987

Then personally appeared the above-named Charles L. Smith and acknowledged the execution of the foregoing instrument to be his free act and deed, as Trustee of Trowbridge Terrace Realty Trust, before me,



VICTOR BROGAN, Notary Public
My Commission Expires: Nov. 12, 1988

25-31

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TROWBRIDGE TERRACE CONDOMINIUM

EXHIBIT A

That certain parcel of land situated in Cambridge in the County of Middlesex and said Commonwealth, bounded and described as follows:

- NORTHWESTERLY: by Trowbridge Street, sixty (60) feet;
- NORTHEASTERLY: by land now or formerly of Charles H. Chase, one hundred and fifty (150) feet;
- SOUTHEASTERLY: by lands now or formerly of Joseph H. Hanley, Trustee and of Fannie E. Fabyan, sixty feet; and,
- SOUTHWESTERLY: by land now or formerly of Harriet A. Adams, one hundred and fifty (150) feet.

Said parcel is shown as Lots A and B on plan hereinafter mentioned (plan No. 4481B).

All of said boundaries, except the Street line, are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds, for the South Registry District of Middlesex County in Registration Book 420, Page 393, with Certificate 62911.

The above-described land is subject to the restrictions set forth in a deed given by Martha R. Allston to Leonard Jarvis dated August 18, 1850, and recorded with Middlesex South District Deeds, Book 580, Page 235, so far as in force.

Being the same premises shown on the Plan entitled "Trowbridge Terrace Condominium, Lot A & B - L.C.C.4481B, Plan of Land, Cambridge, Massachusetts", Scale 1"=16', dated June 30, 1987, prepared by Wendell H. Mason, Prof. Land Surveyor, 122 Essex Street, Beverly, Massachusetts 01915, to be filed herewith.

For Declarant's title see Certificate of Title No. 172496, Registration Book 992, Page 146.

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TROWBRIDGE TERRACE CONDOMINIUM

EXHIBIT B

The two buildings comprising the condominium consist of and are known as 46 Trowbridge Street and 1 and 2 Trowbridge Terrace, Cambridge, Middlesex County South District Registry of Deeds, Massachusetts.

46 Trowbridge Street consists of four (4) residential units in the building. The building has a grade level, first floor, second floor and third floor.

1 and 2 Trowbridge Terrace consists of two (2) residential units in the building. The building has a grade level, first floor and second floor.

Both 46 Trowbridge Street and 1 and 2 Trowbridge Terrace buildings are of wood frame and steel with masonry and concrete foundations, plaster walls and asphalt shingle roof.

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TROWBRIDGE TERRACE CONDOMINIUM

EXHIBIT C

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UNIT	LOCATION	APPROX. AREA (sq. ft.)	NO. OF ROOMS	IMMEDIATE COMMON AREAS TO WHICH IT HAS ACCESS	INTEREST
A	Grade Level		2 rooms, 1 kitchen,	Patio and garden area	15.4%
	Garage Level (Grade Floor Plan)		1 garage,	Trowbridge Terrace (Private Way)	
	First Floor		2 rooms, 2 bath	West and south balconies	
1510					
B	Garage Level (Grade Floor Plan)		1 garage,	Trowbridge Terrace (Private Way)	18.1%
	Second Floor		2 rooms, 1 kitchen,	North deck and egress stairs, South balcony, Main Entrance Hall	
	Third Floor		2 rooms, 2 baths		
1780					
C	Garage Level (Grade Floor Plan)		1 garage,	Trowbridge Terrace (Private Way)	20.9%
	Second Floor		3 rooms, 1 bath, 1 kitchen,	North deck and egress stairs, East balcony, Main Entrance Hall	
	Third Floor		2 rooms, 2 baths	East balcony, Roof through skylight in guest bath	
2050					

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TROWBRIDGE TERRACE CONDOMINIUM
EXHIBIT C (CONTINUED)

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UNIT	LOCATION	APPROX. AREA (sq. ft.)	NO. OF ROOMS	IMMEDIATE COMMON AREAS TO WHICH IT HAS ACCESS	INTEREST
D	Grade Level		1 room, 1 bath,	Patio area and Trowbridge Terrace (Private Way)	14.5%
	Garage Level (Grade Floor Plan)		1 garage,	Trowbridge Terrace (Private Way)	
	First Floor		3 rooms, 1 bath, 1 kitchen	East and south balconies, Main Entrance Hall	
1450					
1	Garage Level (Grade Floor Plan)		1 garage, 1 mech.rm, 1 storage,	Trowbridge Terrace (Private Way) and Parking	21.5%
	First Floor		3 rooms, 1/2 bath, 1 kitchen,	Deck and garden and south balcony	
	Second Floor		3 rooms, 2 baths, 1 greenhouse		
2080					
2	Grade Level		2 rooms, 1/2 bath, 1 bath, 1 kitchen,	Patio and Trowbridge Terrace (Private Way)	9.6%
	First Floor		1 room	Deck and garden	
800					

The foregoing levels, described as Grade Level, First Floor, Second Floor, and Third Floor, are further identified on the floor plans referred to in Paragraph 6 of the Master Deed, and listed on Exhibit D thereto.

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TROWBRIDGE TERRACE CONDOMINIUM
EXHIBIT D

754666

UNIT NO.	SHEET TITLE	DATE
46 TROWBRIDGE STREET		
Unit A:	GRADE FLOOR PLAN	8/1/87
	FIRST FLOOR PLAN	8/1/87
Unit B:	SECOND FLOOR PLAN	8/1/87
	THIRD FLOOR PLAN	8/1/87
Unit C:	SECOND FLOOR PLAN	8/1/87
	THIRD FLOOR PLAN	8/1/87
Unit D:	GRADE FLOOR PLAN	8/1/87
	FIRST FLOOR PLAN	8/1/87
1 AND 2 TROWBRIDGE TERRACE		
Unit 1:	GRADE FLOOR PLAN	8/1/87
	FIRST FLOOR PLAN	8/1/87
	SECOND FLOOR PLAN	8/1/87
Unit 2:	GRADE FLOOR PLAN	8/1/87
	FIRST FLOOR PLAN	8/1/87

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754666

DOCUMENT NO. 754666

31-31

NAME Charles L. Smith
 #6 Western Ave.
 STREET ADDRESS Cook, Ma 02139
 CITY OR TOWN

TEL. 497-7500

with
672 742
leaf

50 MIDDLESEX LAND COURT
 REGISTRY DISTRICT
 REGISTERED FOR REGISTRATION

AT 3 H 05 M P M

SEP 3 1987
 172 496

NOTED ON CERT. 992
 REC. BY 191M

PAGE 146
 JOHN F. ZAMPARELLI
 ASSISTANT RECORDER

Plan 8
22500
105-00

MEMORANDUM OF UNIT OWNERSHIP
 ISSUED AND TRANSCRIBED INTO
 REGISTRY BOOK 112 PAGE 24
 BEING MEMORANDUM NO. C-170
 REGISTERED SOUTH REGISTRY DISTRICT