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ONE RUSSELL STREET CONDOMINIUMS

MASTER DEED

One Russell Street, Cambridge, Massachusetts

One Russell Street Limited Partnership, a Massachusetts limited partnership (the "Declarant"), being the owner of the land and buildings in Cambridge, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Middlesex South County Registry of Deeds (the "Registry of Deeds") does hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to those premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

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

ONE RUSSELL STREET CONDOMINIUMS

Section 2. Description of Land. The land on which the condominium is located is generally known as One Russell Street, Cambridge, Middlesex County, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Description of Building. There is, on the land described in Exhibit A, one (1) four (4) story building, together with the basement level (the "Building") described as follows:

The Building located on the westerly side of Russell Street, containing twenty-four (24) residential units (individually referred to as a "Unit" and collectively referred to as the "Units"). Units 100, 101, 102, 103, 104, 105, 106, and 107 are located on the ground and first floors. Units 200, 201, 202, 203, 204, and 205 are located entirely on the second floor. Units 300, 301, 302, 303, 304, and 305 are located entirely on the third floor. Units 400, 401, 402, and 403 are located entirely on the fourth floor. The Building contains a parking facility with an upper level and a lower level that are both uncovered and covered, has storage and utility rooms in the basement. The Building is constructed principally of brick and steel frame with a concrete foundation. Interior walls are principally made of plaster and wallboard. The roof is a preformed metal roofing system with barrier sheet membrane. The upper portion of the roof is a fully adhered membrane rubberized roof. Each unit is served by a separate gas-fired split system with separate air conditioning and heating coils and either a separate gas-fired or electric hot water system.

Section 4. Floor Plans, Designations of Units and Their Boundaries. The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating that the Building has no name and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, captioned "Condominium Documents, One Russell Street Condominiums, 1

Douglas L. Jones, Esq.
20 William Street
Wellesley, MA 02481

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Plan # 162 of 2007

Russell Street, Cambridge, MA 02138" dated 12/18/06 (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of seven (7) sheets.

The condominium units (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference. For purposes of the description of the Units for all purposes, the following boundaries apply.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the subflooring.

Ceilings: The plane of the lower surface of the ceiling joists.

Interior building walls: The plane of the surface of the wall studs facing the Unit of walls between Units and of walls between a Unit and common area.

Exterior building walls: The plane of the interior surface of the wall studs .

Exterior doors and windows: As to doors leading to common areas and exclusive use areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.

Fireplaces, chimneys, and flues: Fireplaces will be a part of the Unit which it serves. Chimneys and flues located within chimneys are part of the common areas and facilities of the Condominium. Unit Owners will be responsible for cleaning and maintaining the exterior of that portion of the chimney which is within their Units. All of the maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees at their initiative and to the extent and in the manner determined by them, but at the expense of the owner of the Unit served by the chimney and/or flue which is the subject of any such maintenance, repair or replacement.

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

- (a) The land described in Exhibit A, and as shown on a Condominium Site Plan (the "Condominium Site Plan"), dated 1/5/2007, rev'd 2/16/07 and entitled "Condominium Site Plan Units 100-107, 200-205, 300-305, 400-403 One Russell Street Condominiums, Located at One Russell Street, Cambridge, Mass.", prepared by Otte & Dwyer, recorded simultaneously herewith, 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;

- (b) All portions of the Building not included in any Unit by virtue of the Plans and Section 4 above;
- (c) The following, whether or not physically located within any Unit by virtue of the Plans and Section 4 above, to the extent such may exist from time to time:
 - (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from Units to common areas, roof, entrances and exits of the Building, walls between Units or between a Unit and common area within the Building and structural components located within any Unit;
 - (2) The vestibules, decks, balconies, window wells and railings not subject to exclusive use, steps and stairways, ladders, the covered porch, fences, gates, the entrance vestibule, hallways, bicycle parking area, elevator, tree grates, the mailboxes, and other facilities in such hallways;
 - (3) Installations of central services such as heat, including electric power, gas, hot and cold water, all equipment attendant thereto, wherever located, including pipes and other facilities used for distribution of HVAC and hot and cold water, including the sprinkler system and its pipes, security systems, and internet and/or television cable or satellite dishes and other antennae, and all equipment and wiring attendant thereto, wherever located;
 - (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Building and all such facilities contained within any Unit which serve parts of the Building (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;
 - (5) All boiler, water/sprinkler, electrical and meter rooms, basement areas, elevators, bicycle areas and storage areas (subject to the provisions of this Master Deed and compartments located within the Building, subject to the exclusive rights of use, if any, specified hereinbelow;
 - (6) The outside yard areas, the balconies and decks (subject to the provisions of Section 6.1, below);

- (7) The outside parking areas, walkways and driveways;
 - (8) All flues and chimneys used in connection with a fireplace in a Unit (subject, however, to the provisions of Section 4 hereof);
 - (9) All concierge areas, if any;
 - (10) All other yards, lawns, gardens, walkways, retaining walls, sill-cocks, lighting fixtures, plants, common passageways, trash disposal equipment, and other improved or unimproved areas not within the Units; and
 - (11) Twenty-six (26) total parking spaces, of which two (2) are tandem parking spaces, in the Building (the "Parking Spaces" or singly a "Parking Space"). The Parking Spaces are located either in the covered or the uncovered portions of the parking facility which has an upper level, a lower level, and open air parking (collectively, the "Parking Facility") and are shown on the Plans. The Parking Facility is a portion of the common areas and facilities of the Condominium, subject to the provisions of Section 5.2, below
 - (12) The storage areas ("Storage Areas") as shown on the Plans.
- (d) Such additional common areas and facilities as may be defined in Chapter 183A, as amended from time to time.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit B 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 market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-laws of One Russell Street Condominium Trust recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall encroach upon any Unit or if any Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

Section 5.1. Storage; Improvements. Each Unit Owner shall have as appurtenant to its Unit an easement for the exclusive right to use a Storage Area as designated by the Declarant. Such Storage Areas shall be part of the common areas and

facilities. The cost to maintain, repair and replace the Storage Areas shall be a common charge. Each Unit Owner shall maintain its Storage Area in a neat and orderly condition. The Storage Areas shall be used solely for storage of normal and customary household items. No hazardous or flammable substance shall be stored in Storage Areas.

The Condominium Trust shall have the authority to regulate the use of storage in the Storage Areas by the Unit Owners.

All costs which, by the terms of this Master Deed are to be borne by the owner of a particular Unit, shall, if paid by the Trustees, be assessable to those Units together with any late charges, fines and interest which the Trustees shall impose, along with reasonable attorney's fees and other costs of collection, as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

Each Unit shall be entitled to the use in common with the other Units the yard and sidewalks in the common area of the Condominium as shown on the Plans recorded herewith for egress and ingress and for recreational purposes during the existence of the Condominium pursuant to Rules and, Regulations as promulgated by the Trustees from time to time, together with the obligation to maintain the same in a safe and clean condition.

The Declarant hereby expressly reserves to itself the exclusive right to assign storage units for the Units.

The Trustees of the Condominium Trust shall maintain the storage units in a clean and orderly manner, including, without limitation, the cost of insurance, and the cost of such maintenance shall be a common charge to the Unit Owners. The cost to maintain, repair and replace the storage units shall be a common charge to the Unit Owners. All risk of loss in connection with the use, maintenance and repair of the storage units, however, shall be borne solely by the Unit Owners, and not by the Trustees of the Condominium Trust in their capacity as such Trustees.

Section 5.2. Parking.

The Parking Spaces located in the Parking Facility as shown on the Plans.

The Parking Facility is a portion of the common elements and facilities of the Condominium; however, notwithstanding anything to the contrary in this Master Deed, the Declarant hereby expressly reserves to itself the exclusive right to sell and convey Parking Spaces for the exclusive use of the 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 such Parking Spaces by unit deed provided that each Unit shall have no less than one (1) Parking Space.

Parking Spaces may only be sold and conveyed to a Unit Owner, who shall have the right to convey freely such spaces, but only to another Unit Owner in the

Condominium; provided, however, that no Unit shall have less than one (1) Parking Space pursuant to the provisions of Section 6 (aa) of this Master Deed. Any Unit Owner who purchases a Parking Space shall have the right to freely rent, license or lease the Parking Space but only to a Unit Owner or other occupant of a Unit in the Condominium.

The Trustees of the Condominium Trust shall maintain the Parking Spaces and the Parking Facility (including the driveway and all access ways to and from the Parking Facility) in a clean and orderly manner, including, without limitation, the cost of insurance, the cost of such maintenance shall be a common charge to the Unit Owners owning a Parking Space. The cost to maintain, repair and replace the Parking Facility shall be a common charge to the Unit Owners owning a Parking Space. All risk of loss in connection with the use, maintenance and repair of the Parking Spaces, however, shall be borne solely by the Unit Owners for the time being of easements for the exclusive use of the Parking Spaces, and not by the Trustees of the Condominium Trust in their capacity as such Trustees.

The Parking Spaces may be occupied by private, non-commercial passenger vehicles only (as that term is defined in the following two sentences), and may not be used for any purpose except the parking of vehicles. The term "private, non-commercial passenger vehicles" as used in the immediately preceding sentence shall include automobiles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, non-commercial vans, pick-up trucks, and sport-utility vehicles. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Parking Spaces shall not be used for storage. No walls shall be built around Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in the Parking Spaces; provided, however, that vehicles are permitted to carry kayaks, canoes, ski racks, and other sporting equipment normally designed for non-commercial use, provided that such items fit within the Parking Facility and do not strike the ceiling or the entryway. Notwithstanding the foregoing, the Declarant may use the Parking Spaces as provided for in Section 14 hereof.

Section 6. Statement of Purposes; Restrictions on Use. The purposes for which Units and the common areas and facilities are intended to be used are as follows:

The Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the zoning by-laws of Cambridge, Massachusetts. Each of the Units shall be occupied by not more than one (1) family or by no more than three (3) persons unrelated by blood or adoption. "Family" shall mean individuals related by blood, marriage or adoption.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the

common areas of the Condominium or in any Unit shall engage in or permit any conduct or make any noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

The following restrictions shall apply to the Condominium without modification by the Unit Owners or the Trustees except as provided for in subsections 6(aa) and (bb):

- (aa) The Condominium, for a period of twenty-five (25) years from the date of recording of this Master Deed, (a) shall contain no more than twenty-four (24) Units, and (b) shall have at least one (1) parking space assigned exclusively to each unit to be used exclusively by that Unit. At the end of the twenty-five year period, this provision of the Master Deed may be amended by a vote of the Unit Owners of at least sixty-seven percent (67%) of the beneficial interest of the Condominium.
- (bb) Notwithstanding the provisions of Section 6(aa), above, no Owner shall have the right to add bedrooms to a Unit prior to the Turnover Event (as defined in Section 3.1 of the Declaration of Trust and recorded herewith); after the Turnover Event, an Owner may add bedrooms only with the prior written consent of a majority of the Condominium Trustees, whose consent shall not be unreasonably withheld or delayed.

Unless otherwise permitted in a writing executed by a majority of the Condominium Trustees pursuant only to the following provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes;
- (c) The architectural integrity of the Building and of the Units (including decks, balconies, window wells and railings) shall be preserved without modification, and to that end, no porch enclosure, awning, screen, antenna, satellite dish, 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 the Building or any Unit or any part of either and no signs or advertising may be displayed in the window or in adjacent areas of any Unit, subject to Section (e), below. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units.
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust, its By-laws and the rules and regulations in effect from time to time pursuant thereto and it is intended to incorporate herein by reference any provision of the Condominium Trust or amendment thereto which affects or otherwise regulates or restricts the use of a Unit;

- (e) No Unit Owner shall make any addition, alteration or improvement in or to any Unit or the Building affecting the structural elements, mechanical systems or other common areas and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustee's reasonable judgment may affect the structural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may be withheld in the Trustees' sole discretion or may contain such conditions, including without limitation restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements, to any Unit (whether or not affecting the structural elements, mechanical systems or common area and facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium, and shall comply with the provisions of this Master Deed;
- (f) Except as otherwise expressly provided herein, no Unit Owner shall make any addition, alteration or improvement in or to any part of the common area, including, without limitation, any common areas designated as being exclusively for the use of particular Unit Owners, without the prior written consent of the Trustees. Such Trustee consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary;
- (g) Dogs and cats of no more than two per Unit and without regard to breed or size which in the Trustees's judgment do not unreasonably interfere with the Unit Owners' use and enjoyment of their Units and the common areas may be kept in or brought upon any Unit or common area; and
- (h) While the leasing of Units by Unit Owners is hereby permitted, no Unit shall be leased without the prior written consent of the Trustees, which consent shall not be unreasonably withheld or delayed, except that consent may be withheld if the Unit Owner is in (i) breach under this Master Deed or the One Russell Street Condominium Trust or (ii) violation of any obligations to the Condominium; and further, unless the proposed tenant has agreed in writing to observe and comply with all terms and provisions of the Master Deed, Condominium Trust and the rules and regulations of the Condominium, all as in force and effect from time to time, after the Unit Owner has delivered to such tenant a copy of the Condominium Documents then in effect.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees 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, except as otherwise so provided; 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.

Section 6.1. Decks, Balconies, and Window Wells. The interior of the decks, balconies, window wells, and railings located on, in or are attached to the Building which are directly adjacent to a Unit shall be used exclusively by each such Unit as shown on the Plans. The Owner of each such Unit to which such interior of a deck, a balcony, a window well or a railing are adjacent shall have sole responsibility for the maintenance, repair and replacement of the interior of such deck, balcony, window well (except for drains inside of the window wells which shall be maintained by the Condominium Trustees) and railings, provided that such repair and painting shall be in a manner similar to that of the Building or as approved by the Condominium Trustees. Any common stairs and stairways shall be maintained, repaired and replaced as part of the common areas and facilities.

Section 6.2. Special Rights of Declarant. Notwithstanding any restrictions contained in Sections 6 and Section 6.1 of this Master Deed and in Section 5.3.2 of the Condominium Trust:

- (a) Subject to Section 6, above, the Declarant and any successor to the Declarant's interest in the Condominium may, until all of the Units have been sold by the Declarant or their successor(s), (i) display and erect signs for advertising purposes; (ii) market and sell unsold Units; and (i) make additions, alterations or improvements to unsold Units and reconfigure, combine or recombine such Units without Trustee consent provided the Trustees are notified of such changes (provided that no new units are created), and (a) such changes are in compliance with all applicable laws, including Chapter 183A, (b) no work is done without reasonable insurance coverage, (c) no work impairs the structural integrity or mechanical systems of the Building, (d) the rights of the Condominium Trustees and other Unit Owners under any warranty or guaranty given by third parties are not adversely affected by such changes or work, and (e) reasonable care is taken to minimize construction disturbances, if such work is completed.
- (b) The Declarant and any successors of the Declarant's interest in the Condominium shall have the additional right to enter into contracts or agreements with entities engaged in the business of erecting, installing and operating cable or satellite/cable systems, fiber optic lines, or similar lines to carry data, television or other similar lines to serve the Units, and such other equipment as may be necessary for the installation and operation of the same, with respect to common areas of the Condominium, without the consent or approval of Unit Owners or Trustees of the Condominium for a period of five (5) years from the date hereof, except with the contract with

Comcast which is for an initial term of eight (8) years with two (2) two-year extensions, subject to a ninety-day termination by either party; provided however:

- (i) no costs and expenses in connection therewith including costs of insurance are incurred by the Unit Owners or the Condominium Trust except in the event such installation benefits one or more Unit Owners;
 - (ii) all work is done in compliance with the law; and
 - (iii) no work impairs the structural integrity or mechanical systems of any Building.
- (c) The Declarant hereby expressly reserves to himself and his successor-in-title and his or their nominees, for a period ending five (5) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways), for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

Section 6.3. Combination of Units by Unit Owners. Provided that a Unit Owner obtains the prior written consent of the Trustees in accordance with Section 6 of the Master Deed, a Unit Owner may combine or recombine such Units provided the Trustees are notified of such changes and have approved such proposed combination or recombination (provided that no new units are created or the number of units in the Combination are reduced), and (a) such changes are in compliance with all applicable laws, including Chapter 183A, (b) no work is done without reasonable insurance coverage, (c) no work impairs the structural integrity or mechanical systems of the Building, (d) the rights of the Condominium Trustees and other Unit Owners under any warranty or guaranty given by third parties are not adversely affected by such changes or work, (e) reasonable care is taken to minimize construction disturbances, if such work is undertaken, and (f) at least one (1) Parking Space is maintained for each such Unit that may be so combined in accordance with Section 6 (aa) hereof.

Section 7. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to at least one hundred percent (100%) of the undivided interest in the common areas and facilities, (b) signed

and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;
- (b) Except as permitted in Sections 9 and 11 and subject to the other provisions of this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) Except as permitted in Sections 9 and 11, or permitted by the provisions of Chapter 183A, 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 also been signed by all Unit Owners whose percentage of undivided interest is affected, and is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank, insurance company or other institutional lender shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgages;
- (e) No portion of any 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 Chapter 183A shall be of any force or effect (but all other portions thereof shall be of full force and effect):
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e., not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the Condominium; and
- (g) The Declarant reserves for itself and any successors to the Declarant's interest in the Condominium the right, without the consent or signature of any Unit Owner to amend this Master Deed to conform it with the requirements of FNMA and FHLMC or to correct any technical, scrivener's or typographical errors or to make changes not materially affecting a Unit Owner's percentage interest or use and enjoyment of such Owner's Unit or the common areas and facilities of the Condominium.

Section 7.1. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance. To the extent required to qualify the Units of the

Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

- (a) Except as provided herein or by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least sixty-seven percent (67%) of the first mortgage lenders holding mortgages on the individual Units in the Condominium (based upon one vote for each first mortgage owned) or Unit Owners (other than the Declarant) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed, Declaration of Trust, or otherwise, shall:
 - (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: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
 - (iii) partition or subdivide any Unit;
 - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; or
 - (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.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.
- (c) No provision of the Master Deed or Condominium Trust shall be construed to give any Unit Owner or any other party priority over the

rights of the first mortgagee of any 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.

- (d) The Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.
- (e) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgage lender to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
 - (ii) accept a deed in lieu of foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (i) and (ii),
- (f) In addition to the provisions of subsection (a) of this Section 7.1, unless Unit Owners representing at least one hundred percent (100%) percent of the percentage interest in the common areas and facilities and at least fifty-one (51%) percent (by percentage interest) of the Eligible Mortgage Holders (defined below) have given their prior approval, no amendment to the Master Deed or Declaration of Trust shall be adopted which would make any material change (i.e., other than amendments by way of correcting technical error or clarification) in such documents, including, without limitation, any change in the following matters:
 - (i) voting rights;
 - (ii) assessments, assessment liens or subordination of assessment liens;
 - (iii) reserves for maintenance, repair and replacement of common areas;
 - (iv) responsibility for maintenance and repairs;
 - (v) reallocation of interest in the general or limited common areas, or rights to their use;
 - (vi) boundaries of any unit;
 - (vii) convertibility of Units into common areas or vice versa;

- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium premises;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- (xiv) any action to terminate the condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions that expressly benefit holders, insurers or guarantors of Unit mortgages.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action that requires the approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within thirty (30) days after delivery of a written request sent registered or certified mail, return receipt requested, by the Trustees for approval of any material addition or amendment pursuant to this subsection (f) or any other matter requiring approval shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees making reference to this Section, when recorded with the Registry of Deeds, shall be conclusive against all persons as to the facts set forth therein.

- (g) Neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed, the Declaration of Trust, or otherwise, shall seek to abandon or terminate the legal status of the Condominium, for reasons other than substantial destruction or condemnation of the

property, without the prior written approval of at least sixty-seven (67%) percent (by percentage interest) of the Eligible Mortgage Holders.

- (h) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-laws and Rules and Regulations of the Condominium.
- (i) Nothing in this Master Deed or in the Condominium Trust shall be construed to impair the right of each Unit Owner to unrestricted ingress and egress to his or her Unit, which right shall be perpetual and shall run with the land as an appurtenant right to each Unit.
- (j) All taxes, assessments and charges which may become liens prior to a 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, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium.
- (k) Any lien of the Condominium Trust for common expense assessments or other charges becoming due and payable on or after the date of recording of a first mortgage on any Unit shall be subordinate to said mortgage. 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, or deed in lieu of foreclosure to the holder of a first mortgage, shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished shall be reallocated and assessed to all Units 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.
- (l) The Condominium Trust shall have and is hereby granted a reasonable right of entry into any Unit to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Condominium.
- (m) The Condominium Trust shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes necessary for the proper operation of the Condominium.

The Declarant intends that the provisions of this Section 7.1 and all other provisions of this Master Deed and the Condominium Trust comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with

respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed, Condominium Trust, and General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners, Unit mortgagees or the Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control. This Section 7.1 may be amended only with the prior written approval of first mortgage lenders representing at least sixty-seven (67%) percent in number and percentage interest of the mortgaged Units in the Condominium and sixty-seven (67%) percent in percentage interest of the Owners of Units in the Condominium.

Section 8. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium is One Russell Street Condominiums Trust under Declaration of Trust recorded herewith, which has a mailing address of 242 Commonwealth Avenue, Newton, Massachusetts 02467. 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 and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, and the mailing address of the Trust are as follows:

Quadrant Real Estate LLC
242 Commonwealth Ave.
Newton, MA 02467

Section 9. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-laws set forth therein, 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 removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 10. Condemnation. From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 11. 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.

Section 12. Waiver. The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 13. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

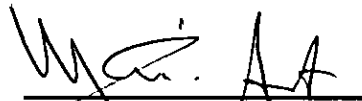
Section 14. Reserved Rights. Notwithstanding any provision herein to the contrary or in the Condominium Trust, including the provisions of Section 7 and 7.1 of this Master Deed, Declarant reserves for itself, its heirs, successors and assigns and transferees, (a) the right to sell or rent, in accordance with all applicable laws and regulations, any Unit or Parking Space (provided that any unsold Parking Space is sold or rented only to a Unit Owner, including, without limitation, the Developer as a Unit Owner) unsold as of the date and recording hereof, (b) the right to construct certain amenities (e.g., fencing, landscaping, gardens, signs, drainage systems, lighting fixtures, and screening) in the common areas and facilities at their sole and complete discretion, which shall be consistent with the Building, and (c) the right of the Declarant, with the prior written consent of the Fourth Floor Unit Owners (as defined below), and, after the sale of all of the Units, the right of the owners of Units 400, 401, 402, and 403 (collectively referred to herein as the "Fourth Floor Unit Owners") to develop and use a portion of the roof for a garden area for their exclusive use provided, however, that each such Unit Owner or the Fourth Floor Unit Owners, as applicable, provided that all of such Fourth Floor Unit Owners shall consent to such garden area in writing and (i) shall obtain all permits and approvals required prior to commencing such roof garden project from the City of Cambridge and, if applicable, from the Commonwealth of Massachusetts, including obtaining a certificate of occupancy; (ii) obtain both liability and general insurance applicable for such project; (iii) indemnify and hold harmless the other Unit Owners and the Condominium Association in the event of damage to the building or another unit; (iv) complete such project expeditiously and in a good and workmanlike manner using materials and paint that blend in with the exterior of the building; (v) prepare a plan of the proposed project to the Condominium Association for its approval prior to the commencement of work; (vi) the Unit Owners responsible for such garden roof project shall be solely responsible for the maintenance, repair and replacement of such roof garden; (vii) such roof garden project only be constructed only on that portion of the roof of the Building that is not used for the systems of the Building; (viii) the maintenance, repair and replacement of the roof shall remain a common expense of the Condominium Association except to the extent that any roof garden (including installation and maintenance) shall damage the roof, and then such damage shall be the responsibility of the Fourth Floor Unit Owners; and (ix) in accordance with the terms and conditions of this Master Deed and the Declaration of Trust of the Condominium recorded herewith.

EXECUTED UNDER SEAL on this 11th day of January, 2007.

ONE RUSSELL STREET LIMITED
PARTNERSHIP

By: QUADRANT REAL ESTATE, INC.,

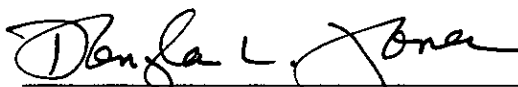
Its GENERAL PARTNER


By Marvin Smith, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex , ss.

On this 11th day of January, 2007, before me, the undersigned notary public, personally appeared Marvin Smith, proved to me through satisfactory evidence of identification, which were personal knowledge/driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President of Quadrant Real Estate, Inc., the General Partner of One Russell Street Limited Partnership.



Notary Public Douglas L. Jones

My commission expires:

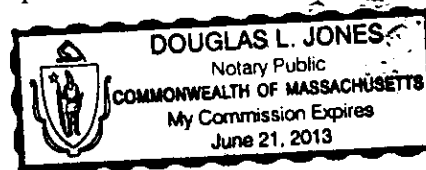


EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That certain parcel of land situate in Cambridge in the County of Middlesex and Commonwealth of Massachusetts, described as follows:

SOUTHWESTERLY by said Massachusetts Avenue, sixty and 16/100 (60.16) feet;

NORTHWESTERLY by land formerly of the City of Cambridge later of Nathan Kepnes, Trustee of The Melrose Real Estate Trust nine-one and 09/100 (91.09) feet.

NORTHEASTERLY by land of John J. Henderson et al, fifty-six and 16/100 (56.16) feet;

SOUTHEASTERLY by land now or formerly of Robert Henderson, Jr., ninety-three and 86/100 (93.86) feet;

All of said boundaries 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 48, Page 193 with Certificate of Title 7575, Plan No. 6104A.

Parcel 2:

A certain parcel of land with the building thereon situated in said Cambridge, shown on a plan entitled "Plan of Land Cambridge Mass" dated September 3, 1964, by Henry F. Bryant & Son, Inc., Engineers, recorded with the Middlesex South Registry of Deeds at Book 10645, Page 191, being bounded and described as follows:

SOUTHWESTERLY by Massachusetts Avenue by two lines together measuring eighty-five and 34/100 (85.34) feet;

SOUTHEASTERLY by Russell Street, one hundred forty-nine and 91.100 (149.91) feet;

NORTHEASTERLY in part by land now or formerly of J.P. Mahoney and A.K. Mahoney and in part by land now or formerly of Ellen Curran, one hundred thirty-six and 50/100 (136.50) feet;

NORTHWESTERLY by land now or formerly of Nathan Kepnes, Trustee of The Melrose Real Estate Trust, seventy-seven and 80/100 (77.80) feet;

SOUTHWESTERLY again by the parcel next hereinafter described fifty-six and 16/100 (56.16) feet; and

NORTHWESTERLY again by the parcel next hereinafter described ninety-three and 86/100 (93.86) feet.

For title reference see deed dated August 15, 2001, filed with the Middlesex South Registry District of the Land Court as Document No. 1180652, and recorded with Middlesex South Registry of Deeds in Book 44041, Page 248

This Master Deed and the Declaration of Trust of One Russell Street Condominiums recorded herewith are subject to (a) an Inclusionary Zoning Affordable Housing Covenant dated May, 2004, by and between the Declarant and the City Cambridge, Massachusetts, and filed with the Middlesex South Registry District of the Land Court as Document Number 1354877 and recorded in the Middlesex South Registry of Deeds in Book 44041, Page 223, (b) a Notice of Three Affordable Units dated May, 2004, by and between the Declarant and the City Cambridge, Massachusetts, and filed with the Middlesex South Registry District of the Land Court as Document Number 1354878 and recorded in the Middlesex South Registry of Deeds in Book 44041, Page 248, and (c) Memorandum of Unit Identification re: Affordable Housing Covenant dated January 11, 2007, and recorded herewith.

EXHIBIT B

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>	<u>APPROX. AREA</u>	<u>NUMBER AND COMPOSITION OF ROOMS**</u>
#100	4.7%	1,495.15 s.f.	LR (1); DR (1); K (1); BR (2); BA (1); HB (1); TOTAL (7)
#101	4.3%	1,297.40 s.f.	LR (1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#102	4.3%	1,215 s.f.	LR(1); DR (1); K(1); BR(2); B(1); HB (1); TOTAL (7)
#103	3.9%	1,146.80 s.f.	LR (1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#104	3.9%	1,149.50 s.f.	LR (1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#105	5.1%	1,502.63 s.f.	LR (1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#106	1.1%	1,626 s.f.	LR (1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#107	5.9%	1,987 s.f.	LR (1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#200	3.7%	1,110.50 s.f.	LR/DR (1); K (1); BR (2); BA (2); TOTAL (6)
#201	4.8%	1,319 s.f.	LR(1); DR (1); K(1); BR(2); B(2); TOTAL (7)
#202	1.1%	1,220 s.f.	LR/DR (1); K (1); BR (2); BA (2); TOTAL (6)
#203	4.3%	1,216.70 s.f.	LR/DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (7)
#204	4.1%	1,066.80 s.f.	LR/DR (1); K (1); BR (2); BA (1); HB (1); TOTAL (6)
#205	2.9%	768 s.f.	LR/DR (1); K (1); BR (1); BA (1); TOTAL (4)

#300	3.8%	1,110.50 s.f.	LR/DR (1); K (1); BR (2); BA (2); TOTAL (6)
#301	4.8%	1,364.10 s.f.	LR(1); DR (1); K (1); BR (2); BA (2); TOTAL (7)
#302	4.4%	1,216 s.f.	LR/DR (1); K (1); BR (2); BA (2); TOTAL (6)
#303	4.5%	1,217 s.f.	LR/DR (1); K (1); BR (2); BA (2); TOTAL (6)
#304	1.1%	1,066.80 s.f.	LR/DR (1); K (1); BR (2); BA (1); HB (1); TOTAL (6)
#305	3.2%	768 s.f.	LR/DR (1); K (1); BR (1); BA (1); TOTAL (4)
#400	6.2%	1,668.50 s.f.	LR(1); DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (8)
#401	6.3%	1,568.99 s.f.	LR/DR (1); K (1); BR (2); BA (2); HB (1); SR (1); TOTAL (8)
#402	5.8%	1,406.50 s.f.	LR/DR (1); K (1); BR (2); BA (2); HB (1); TOTAL (7)
#403	5.8%	1,442.40 s.f.	LR/DR (1); K (1); BR (2); BA (2); TOTAL (6)

** BA = Bathroom; BR = Bedroom; DR = Dining Area; HB=Half Bath; K = Kitchen; LR = Living Room; LR/DR=Living Room/Dining Room; and SR=Study Room.

Note: All Units have access to the common area entrances on the First Floor of the Building.

James C. Brown
Attest: Middlesex S. Register

0502

FIRST AMENDMENT OF MASTER DEED
OF
ONE RUSSELL STREET CONDOMINIUMS



Bk: 51255 Pg: 26 Doc: AMEND
Page: 1 of 2 06/02/2008 02:54 PM

This First Amendment of Master Deed of One Russell Street Condominiums (the "First Amendment") is dated as of June 2, 2008. Reference is made to the Master Deed of the One Russell Street Condominiums (the "Master Deed") dated as of January 11, 2007, and recorded with the Middlesex South Registry of Deeds in Book 49009, Page 360 in connection with the creation of One Russell Street Condominiums (the "Condominiums") pursuant to said Master Deed.

WITNESSETH:

WHEREAS, the Declarant (as described below) of said Condominiums desires to amend the Master Deed in order to show on the floor plans and the unit plan only as to Unit 201 the installation of a half bath, all as provided for below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

1. The floor plans of the Condominiums captioned "Condominium Documents, One Russell Street Condominiums, 1 Russell Street, Cambridge, MA 02138" dated 12/18/06 (the "Plans"), were recorded with the Master Deed as Plan Number 162 of 2007 with said Registry. Sheet 3 of the Plans is hereby amended by that certain amended floor plan known as "Condominium Documents, One Russell Street Condominiums, 1 Russell Street, Cambridge, MA 02138" dated 5/30/08, and is recorded herewith, affecting only Unit 201. All other Units on the second floor remain the same as the original Plans.
2. Exhibit B of the Master Deed is hereby amended by including in the Number and Composition of Rooms for Unit 201 the designation "HB" (reflecting the addition of a half bath) and changing the total number of rooms from "7" to "8."
3. In all other respects, the Master Deed, and specifically the Plans and Exhibit B as they affect Unit 201, remain the same except as hereby amended.

Plan # 416 of 2008

Executed as an instrument under seal as of the date first written above.

DECLARANT:

QUADRANT REAL ESTATE LLC

By Its Manager

Quadrant Real Estate, Inc.

[Handwritten Signature]
Marvin Smith, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

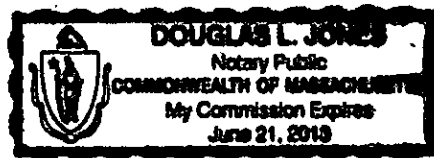
On this 2nd day of June, 2008, before me, the undersigned notary public, personally appeared Marvin Smith, proved to me through satisfactory evidence of identification, which were personal knowledge/driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as President of Quadrant Real Estate, Inc.

By: *[Handwritten Signature]*
Douglas L. Jones Notary Public

My commission expires:

[Handwritten Signature]

Attest Middlesex S. Register



2 M

SECOND AMENDMENT OF MASTER DEED
OF
ONE RUSSELL STREET CONDOMINIUMS



Bk: 51508 Pg: 142 Doc: AMENI
Page: 1 of 2 07/30/2008 03:15 PM

This Second Amendment of Master Deed of One Russell Street Condominiums (the "Second Amendment") is dated as of July 29, 2008. Reference is made to the Master Deed of the One Russell Street Condominiums (the "Master Deed") dated as of January 11, 2007, and recorded with the Middlesex South Registry of Deeds in Book 49009, Page 360 in connection with the creation of One Russell Street Condominiums (the "Condominiums") pursuant to said Master Deed.

WITNESSETH:

WHEREAS, the Declarant (as described below) of said Condominiums desires to amend the Condominium Site Plan (the "Condominium Site Plan") dated , January 5, 2007, and entitled "Condominium Site Plan Units 100-107, 200-205, 300-305, 400-403 One Russell Street Condominiums, Located at One Russell Street, Cambridge, Mass.," prepared by Otte & Dwyer, in order to correct technical errors and update the Condominium Site Plan in accordance with the provisions of Section 7(g) of the Master Deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

1. The Condominium Site Plan described above was recorded with the Master Deed as Plan Number 162 (1of 8) of 2007 with the Middlesex South Registry of Deeds. The Condominium Site Plan is hereby amended by that certain plan entitled "Supplemental Condominium Site Plan (the 'Supplemental Condominium Site Plan'), dated July 25, 2008, Units 100-107, 200-205, 300-305, 400-403 One Russell Street Condominiums, Located at One Russell Street, Cambridge, Mass.," prepared by Otte & Dwyer, to be recorded herewith.
2. Except as hereby amended, the Condominium Site Plan remains the same.

SEE PLAN NO. 649 OF 2008

RETURN TO:
DOUGLAS L. JONES
29 CRAFTS ST., #360
NEWTON, MA 02458