

MASTER DEED
OF
61-63 REED STREET CONDOMINIUM

We, Anthony M. Allen and Anthony M. Allen, Jr. (hereinafter referred to as the "Declarant"), being the sole owners of certain premises in Cambridge, Middlesex County, Massachusetts, described in Exhibit A hereto (the "premises"), by executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and provide as follows:

1. Name

The name of the Condominium shall be: 61-63 Reed Street Condominium.

2. Description of the Land

The land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings 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 Buildings

The description of the building comprising the Condominium, stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. Description of Units and Unit Boundaries

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements") comprise and consist of:

220
18240
405

(a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A and referred to in this Master Deed;

(b) The yards, lawns, access ways, walkways, sidewalks, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants;

(c) All areas of the building comprising the Condominium and garage, and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

- (1) The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between the common areas and the Units;
- (2) The building entrances, entrance halls, stair halls, stairways, basement, provided however, that Unit 63 shall have the exclusive right to use the storage area located in the basement as shown on the floor plan recorded herewith,
- (3) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;
- (4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single unit; and
- (5) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance, or safety of the Building, or normally in common use;

(d) The garage and parking spaces, provided, however, that Unit No. 63 shall have as appurtenant thereto an easement of use and exclusive right to parking spaces Nos. 1 and 2, and Unit No. 61 shall have as appurtenant thereto an easement of use and

exclusive right to parking spaces Nos. 3, 4, and 5, as designated on the floor plan recorded herewith;

(e) All porches and decks; provided, however, that Units Nos. 61 and 63 shall each have as appurtenant thereto an easement of use and exclusive right to the porches adjoining the respective Unit as shown on the plans of the Condominium recorded herewith;

(f) The lawns, plants, shrubbery, landscaping, and walkways;

(g) Maintenance and Repair of Exclusive Easements and Rights of Use: The decks, stairways, porches, walks, yard areas, storage and parking areas appurtenant to a specific unit, if any, as described hereinbefore, subject to exclusive easements and rights of use, shall be maintained in good repair by, and at the sole expense of, the Unit Owner(s) benefitting from such exclusive easement and right of use (who shall also reimburse the Trust for the cost of any repairs of damage thereto caused or permitted by such Unit Owner's negligence, misuse, or neglect). If the Owner of any such Unit shall fail or neglect so to maintain any such stairways, decks, or walks, the Trustees may do so and charge such Unit Owner for the costs thereof, and such Unit Owner shall be liable therefor.

(h) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land.

5A. Garage and Parking

All exclusive rights and easements of use with respect to the garage and parking spaces shall be conveyed only with the Unit to which said rights are appurtenant and shall not be severable from said unit; provided, however, that notwithstanding the foregoing, a Unit Owner may convey his exclusive rights and easement of use with respect to the garage and parking spaces obtained by him to another Unit Owner, the effect of which shall be that at all times the exclusive right and easement of use with respect to the garage and parking spaces shall be held by Unit Owners.

6. Determination of Percentage Interest in Common Elements

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C attached hereto for each Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. Said common

areas and facilities, including those common areas to which certain units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of the 61-63 Reed Street Condominium Trust and the By-Laws set forth therein, hereinafter referred to.

7. Floor Plans and Site Plan

The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, and bearing the verified statement of a registered architect certifying that said plans fully and accurately depict the layout, location, unit numbers and dimensions of the units as built, are recorded herewith. Also recorded herewith is a site plan entitled "Site Plan of the 61-63 Reed Street Condominium" showing the location of the building and parking spaces on the lot.

8. Use of Building and Units

The purposes for which the building and the Units are intended to be used are as follows:

(a) The Building and each of the Units are intended only for residential purposes. No use may be made of any unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families or for no more than two persons unrelated by blood or marriage; and

(b) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. Restrictions on Use of Units

The restrictions on the use of the Units are as follows:

(a) No Unit or common area shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the 61-63 Reed Street Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof and subject always to compliance with all applicable rules,

regulations, ordinances, and the laws of the City of Cambridge and the Commonwealth of Massachusetts, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the 61-63 Reed Street Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

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

(d) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the 61-63 Reed Street Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by such Trustees;

(e) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium. No unit estate may be leased or rented for a period of less than thirty days;

(f) Dogs, cats, birds or other pet animals shall not be kept in any Unit in such number or of such type as to be noisome or offensive to occupants of the other Unit and shall be suitably controlled, leashed or caged whenever they are on the Condominium premises outside the interior of any Unit;

(g) The parking spaces and the driveway leading thereto are intended to be used solely for the parking of private passenger

vehicles and no commercial vehicles may be parked in said areas;

(h) No offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(i) Flammable Materials, Etc.: No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit or any portion of the Common Area or the Building any gasoline, kerosene, or other flammable, combustible or explosive fluid, material, chemical or substance, except such lighting, cleaning, and other fluids, materials, chemicals and substances as are customarily incidental in residential use.

(j) No improper or unlawful use shall be made of a Unit or any part thereof, and all applicable laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all Unit Owners.

10. Amendments

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

- (i) signed by the Unit Owners entitled to one hundred (100%) percent or more of the undivided interest in the Common Elements;
- (ii) signed and acknowledged by a majority of the Trustees of the 61-63 Reed Street Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Middlesex South District Registry of Deeds,

PROVIDED, HOWEVER, that:

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

(b) 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) no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

(d) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(e) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and

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

11. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the 61-63 Reed Street Condominium Trust, a Massachusetts Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The name and address of the original and present Trustees are:

Anthony M. Allen
61-63 Reed Street
Cambridge, MA

and

Anthony M. Allen, Jr.
61-63 Reed Street
Cambridge, MA.

The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

12. Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of the 61-63 Reed Street Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all 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 of conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for the continuance of such encroachment and for the maintenance of the same so long as the Building stands.

14. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common elements located in any of the other Units 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 Elements serving such other Units located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

15. Invalidity

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

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. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

19. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its 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 First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a first Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
- (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer.
- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the first Mortgagees with respect to all of the Units have given their prior written consent thereto:
 - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (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; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and

Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

- (f) Consistent with the provisions of Chapter 183A, 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.
- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee 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.
- (h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
 - (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to 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 all books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities.
 - (vi) receive timely written notice of any lapse, cancellation, or material modification of any

insurance policy or fidelity bond maintained by the Condominium Trust.

- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

The Declarant intends that the provisions of this paragraph 19 shall comply with the requirements of the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South District Registry of Deeds in accordance with the requirements of paragraph 10 hereof.

IN WITNESS WHEREOF, Anthony M. Allen and Anthony M. Allen, Jr. have caused this Master Deed to be duly executed, sealed and delivered on this 9th day of June, 1987.

Anthony M. Allen
Anthony M. Allen

Anthony M. Allen, Jr.
Anthony M. Allen, Jr.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

June 9, 1986

Then personally appeared the above-named, Anthony M. Allen and Anthony M. Allen, Jr., and acknowledged the foregoing instrument to be their free act and deed, before me.

Mary C. Braught
NOTARY PUBLIC

My Commission Expires:

11/21/91

61-63 REED STREET CONDOMINIUM

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A certain parcel of land with the buildings thereon situated in Cambridge, Middlesex County, Massachusetts, being Lot 29 on Plan of Lots on Old Race Course Land belonging to S.G. Reed, W.A. Mason, Surveyor, recorded with Middlesex South District Deeds, Plan Book 28, Plan 19, bounded and described as follows:

Northwesterly by Reed Street, fifty (50) feet;

Northeasterly by Lot 30 on said plan, one hundred twenty-five (125) feet;

Southeasterly by McLean Street, formerly McLean Place, fifty (50) feet;

Southwesterly by Lot 28 on said plan, one hundred twenty-four and 47/100 (124.47) feet.

Containing 6236 square feet, more or less.

For title reference, see Deed dated December 15, 1986 and recorded with Middlesex South District Registry of Deeds in Book 1770, Page 17.

61-63 REED STREET CONDOMINIUM

EXHIBIT B

DESCRIPTION OF THE CONDOMINIUM

The Condominium is comprised of one main building ("Building") and one garage. The Building contains two (2) Units numbered 61 and 63. The Building consists of three stories above the existing grade of Reed Street and a basement below the grade.

The Building is of wood-frame construction with stone and brick masonry foundation and has a composition asphalt shingle roof. Unit No. 63 is heated on the first and second floors by forced hot water baseboard radiation, and by electric baseboard heat on the third floor. Unit No. 61 is heated by forced hot water baseboard radiation on all floors. The consumption of electricity and gas in each Unit is metered separately.

The garage is one story and is constructed of concrete block.

61-63 REED STREET CONDOMINIUM

EXHIBIT C

DESCRIPTIVE SCHEDULE OF CONDOMINIUM UNITS

<u>Unit No.</u>	<u>Floor</u>	<u>No. of Rooms*</u>	<u>Approx. Area in Square Feet</u>	<u>% Interest in Common Elements</u>
61	1st, 2nd & 3rd	7	1,606	50%
63	1st, 2nd & 3rd	8	1,539	50%

* The number of rooms listed for each Unit includes the following: kitchen, livingroom, dining room, bedrooms, and study. Not included in such description are the storage areas, closets, halls, porches, baths and laundry room.

Immediate Access to Common AreasUnits Nos. 61 and 63:

Unit 61 has immediate access to the common side yard area on either side of the Condominium and has access to the basement through a stairway from the first floor of the unit. Unit 63 has immediate access to the common front yard area through the front porch and has immediate access to the common side yard area.

61-63 REED STREET CONDOMINIUM

EXHIBIT C - Continued

The Unit dimensions shown on the Plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

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

- | | |
|---|--|
| (1) Floors: | the plane of the upper surface of the subflooring or, in the case of those Units without subflooring, the plane of the upper surface of the floor slab. |
| (2) Ceilings: | the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters. |
| (3) Interior Building Walls between Units and between Units and Common Areas: | the plane of the surface of the wall furrings or studs, or the plane of the surface facing such Unit of the masonry or cement when masonry or cement is the finished material. |
| (4) Doors and Windows: | the plane of the exterior surface of doors, the exterior surface of window glass and the interior surface of the window frames. |
| (5) Exterior Building Walls: | the plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material. |