

10/03/86 04:00 TR 1036 RE 50.00

THIS DECLARATION OF TRUST is made this 1st day of July 1986 by Irma M. Fishman and Marilyn M. Seligman, both of Cambridge, Massachusetts, (the "Trustees", which term and any pronouns referring thereto, including any reference to the Trustee, shall be deemed to include all successors in trust hereunder and to mean the Trustees for the time being hereunder and any additional Trustees and their successors, whenever the context so permits).

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ARTICLE I

Name of Trust

The Trust hereby created shall be known as 19 AGASSIZ STREET CONDOMINIUM TRUST (the "Trust").

ARTICLE IIThe Trust and Its Purpose

Section 2.1. All of the rights in and to the common area facilities (the "Common Areas and Facilities") of 19 Agassiz Street Condominium (the "Condominium") established by a Master Deed (the "Master Deed") of even date and recorded herewith, which are under the provisions of M.G.L.A. c. 183A as amended ("Chapter 183A") exercisable by the organization of unit owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to or held by the Trustees hereunder shall, subject to the provisions of the Master Deed and of all the instruments referred to thereby, vest in the Trustees, in trust, to exercise, manage, administer the same and to receive the income thereof (a) for the benefit of the owners (the "Unit Owners") of record from time to time of the units (the "Units") of the Condominium according to the schedule of undivided beneficial interest (the "beneficial interest") in the Common Areas and Facilities set forth in Article IV hereof, and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein set forth. This Trust shall be recorded at the Middlesex South Registry of Deeds in East Cambridge, Massachusetts.

Section 2.2. It is hereby expressly declared that a Trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates between themselves with respect to the Trust property, and hold no relation to the Trustees other than of cestuis que trustent,

with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of Chapter 183A.

### ARTICLE III

#### The Trustees

Section 3.1. For and during such period of time as Irma M. Fishman and Marilyn M. Seligman and any successor to their entire interest specifically designated by them as succeeding sponsor ("Sponsor"), owns at least six of the units comprising the Condominium, Irma M. Fishman and Marilyn M. Seligman shall be Trustees of the Trust and there may be such additional Trustees as they may determine up to a maximum of three (3) Trustees, in the aggregate. As and when, however, the Sponsor owns less than six of the said Units (the "Operating Event"), there shall thereafter continuously be three (3) Trustees of the within Trust. If, at the Operating Event there were more than one (1) Trustee as designated by Sponsor, the additional Trustees shall forthwith resign as Trustees hereunder, and, until Sponsor ceased to own any of said Units, one of the Trustees hereunder shall be a person designated for that capacity by Sponsor, and the remaining two (2) Trustees shall forthwith be determined, designated and appointed by vote of the Unit Owners holding not less than 51 % of the beneficial interest hereunder. As and when the Sponsor ceases to own any Units in the Condominium, all three of the Trustees of the within Trust shall be determined, designated

and appointed by vote, one Trustee from each Unit, which three Units are all of the beneficial interest hereunder. In all instances designations of Trustees, as applicable, shall be in writing and any person appointed as Trustee hereunder as hereinbefore provided, shall accept such appointment in writing, and all such written documents shall be executed and acknowledged in such form and manner as shall be effective for recording with the Middlesex South

Registry of Deeds (the "Registry of Deeds"). If and whenever the number of such Trustees shall become less than three at such time when three Trustees are required hereunder any vacancy shall be filled by instruments in writing setting forth (a) the appointment of a natural person to act as said Trustees, signed (i) by Unit Owners holding not less than 51% of the beneficial interest hereunder or (ii) if Unit Owners holding such percentage have not within sixty (60) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee, if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed, in the manner as aforesaid. Such appointment shall become effective upon the recording with the Registry of Deeds of a certificate of such appointment signed by a majority of the then remaining Trustees, or by the sole remaining Trustee, if only one, or by Unit Owners holding at least 51% of such beneficial interest if there be no such Trustee, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with

the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance. If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the Court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee or Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum is present, as provided in paragraph A of Section 5.14 of Article V; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder. The Trustees may also act without a meeting by instrument signed by all of their number. Notwithstanding the preceding language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person

relying thereon or claiming thereunder that at the time of delivery thereof the execution and delivery of that instrument were duly authorized by the Trustees; and any instrument signed by any one or more Trustees contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees, authorized to execute and deliver the same, shall, in like manner be conclusive evidence in favor of every person relying thereon or claiming thereunder.

Section 3.3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged. Such resignation shall take effect upon the recording of such instrument with the Registry of Deeds. By action of the Sponsor prior to the Operating Event or the vote of Unit Owners holding not less than 51% of the beneficial interest hereunder after the Operating Event, any Trustee may be removed with or without cause and vacancy among the Trustees caused by such removal shall be filled in the manner above provided. Such removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by the Sponsor prior to the Operating Event, or thereafter by a majority of the then remaining Trustees in office or by Unit Owners holding at least 51% of the beneficial interest hereunder.

Section 3.4. No Trustee named or appointed as hereinbefore provided, whether as an original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, excepting, however, that the Sponsor prior to the

Operating Event, or thereafter the Unit Owners holding not less than 51% of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.5. No Trustee shall receive remuneration for his services prior to the Operating Event, nor thereafter unless so provided by a vote of the Unit Owners holding not less than 51% of the beneficial interests hereunder and any remuneration so provided shall be from time to time fixed by said Unit Owners, and shall be a common expense of the Condominium. With the approval of a majority of the Trustees, each Trustee may receive such additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the Trusts hereof; all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium.

Section 3.6. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith, or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable,

accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

Section 3.7. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust, partnership or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest to all the Unit Owners, before the dealing, contract or arrangement is entered into.

Section 3.8. The Trustees and each of them shall be entitled to indemnify both out of the Trust property and against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities for damage, penalties and fines all as provided in Chapter 183A. Nothing in this paragraph contained



shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

#### ARTICLE IV

##### Beneficiaries and the Beneficial Interest in the Trust

Section 4.1. The cestuis que trustent shall be the Unit Owners of the Condominium. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the percentages of undivided beneficial interest appertaining to the Unit as set forth on the schedule hereto annexed headed Unit Designation and Percentage Factor.

Section 4.2. The beneficial interest appertaining to each Unit 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 of the Units 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.

By-Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby, to wit:

Section 5.1. Powers of Trustees.

The Trustees shall, subject to the provisions of Chapter 183A, have the following powers, all of which shall be in addition to all statutory powers (including without limitation those set forth in Section 10 of Chapter 183A) and each of which may be exercisable from time to time without the necessity of any approval or license of any court:

- (i) To retain the trust property in the same form of investment in which received.
- (ii) To sell and exchange trust property or any interest therein for such consideration and upon such terms as they deem advisable, exclusive of common areas.
- (iii) To purchase and otherwise acquire any real or personal property.
- (iv) To borrow money and mortgage or pledge all or any part of the trust property except common areas, and issue bonds, notes, or other evidences of indebtedness.
- (v) To invest any of the trust property in such manner as they may deem advisable without being limited as to the kind or amount of investment.
- (vi) To execute leases (as lessor or lessee), including leases for terms expiring after the expiration of

the Trust.

- (vii) To incur obligations and to pay, compromise or adjust all obligations incurred and rights acquired in the administration of the Trust.
- (viii) To determine whether their receipts shall be accounted for as principal or as income, and as to all obligations paid by them whether the same shall be charged against principal or against income.
- (ix) To deposit any funds of the Trust in any bank or trust company, and to delegate to anyone of their number, or to anyone serving as Manager, the power to deposit, withdraw, and draw checks on any funds of the Trust.
- (x) To improve any property owned by the Trustees.
- (xi) To manage, maintain, repair, restore and improve common areas and facilities, and when they shall deem necessary, the Units.
- (xii) To determine the common expenses required for the affairs of the Condominium.
- (xiii) To collect the common charges from the Unit Owners.
- (xiv) To adopt and amend rules and regulations covering the details of the operation and use of the common areas and facilities.
- (xv) To obtain insurance covering the Condominium (including the common areas and facilities and the

Units) pursuant to Article V Section 5.13 hereof.

- (xvi) To obtain advice of counsel and to rely thereon, and to employ, appoint and remove such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and to define their respective duties and fix their pay and compensation; but no Trustees shall be held personally liable for the act or default of any such person.
- (xvii) To enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. No fine may be levied for more than \$50 for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.
- (xviii) To do anything and everything else necessary and

proper for the sound management and administration of the Condominium and this Trust, including all such acts and things, except as by law or by the Master Deed or by these By-Laws may not be delegated to the Trustees by the Unit Owners.

- (xix) To execute any and all instruments incidental or necessary to carry out any of the foregoing powers.

Section 5.2. Maintenance and Repair of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units as defined in the Master Deed. If the Trustees shall at any time in their reasonable judgment determine that any Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of any Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner in question to perform the needed maintenance, repair or replacement or to correct the hazardous condition. In case such work shall not have been commenced within 15 days (or such reasonable shorter period in case of emergency as the Trustees determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The cost of such work which is reasonably necessary

shall be charged to the Unit Owner thereof.

Section 5.3. Maintenance and Repair of Common Areas and Facilities and Assessment of Common Expenses.

The Trustees shall be responsible for arranging for the proper maintenance and repair of the common areas and facilities and such may be done through the manager, (as hereinbefore provided) and any Trustees or the Manager and any others who may be so designated by the Trustees. The Trustees may approve payment of vouchers for such work, and the expenses of such maintenance and repair shall be assessed to the Unit Owners as common expenses of the Condominium at such time and in such amounts as provided in Section 5.4.

Section 5.4. Common Expenses, Profits and Funds.

A. The Unit Owners shall be (1) liable for common expenses of the Condominium, and (2) entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest in the Condominium as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following paragraphs B and C of this Section 5.4. and subject to the provisions of Section 17 and Section 18 of Chapter 183A, for repair, rebuilding or restoration of the common areas and facilities or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust (or in the case of the first fiscal year of this Trust, retroactively, as soon as possible after the commencement of that year), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their percentages of interest in common areas and facilities, and such statements shall, unless otherwise provided therein, be due and payable within 30 days after the same are rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees shall, so far as reasonably possible, provide for payments of statements in monthly substantially equal installments. The amount of each such statement, together with (at the option of the Trustees) interest on that amount, if that amount is not paid when due, at a rate up to (1) the First National Bank of Boston's prime rate at the time

such payment was due, (2) plus two (2%) per annum, and in the absence of such prime rate, at a rate equal to eight (8%) percent per annum, shall constitute a lien on the Unit of the Unit Owner assessed, all pursuant to provisions of Section 6, of Chapter 183A.

C. The Trustees shall expend common funds only for Common Expenses and other purposes permitted hereby and by the Provisions of Chapter 183A.

Section 5.5 Rebuilding and Restoration.

A. (1) In the event of any casualty loss solely to the Common areas and facilities, the Trustees shall determine whether or not such loss exceeds 10% of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss, as so determined, does not exceed 10% of such value, the Trustees shall proceed with the necessary repairs and restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A.

(2) If such loss, as so determined, does exceed 10% of such value, the Trustees shall submit to all Unit Owners a form of agreement (the Restoration Agreement), which may be in several counterparts, specifying the estimated value of such loss, the amount of available common funds, including the proceeds of any insurance for that purpose to the extent they are determinable and authorizing the Trustees to proceed with the necessary repairs and restoration. Upon receipt by the Trustees of the Restoration Agreement signed by 75% or more of the Unit Owners, the Trustees shall proceed with the necessary repairs and



restoration. The cost of repairs and restoration in excess of any available common funds, including the proceeds of any insurance, shall be a common expense provided, however, that if such excess cost exceeds 10% of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Norfolk County Superior Court on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

(3) If 75% of the Unit Owners do not agree (by signing the Restoration Agreement and returning the same to the Trustees within 120 days after the date of the casualty) to proceed with repairs and restoration, the Condominium shall be subject to partition at the suit of any Unit Owner. Any such suit for partition shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed and the Trustees shall thereafter proceed in accordance with paragraph (b)(2) of Section 17 of Chapter 183A. The net proceeds of a partition sale together with any common funds (including the proceeds of any insurance) shall be distributed as the Court shall decree.

B. In the event of any casualty loss solely to one or more Units in the Condominium, the Trustees shall forthwith proceed with the necessary repairs and restoration using the proceeds of any insurance for that purpose and the cost of repair and restoration of the damaged Unit or Units in excess of any

available insurance proceeds shall be a common expense and each Unit Owner shall be assessed his share of such excess cost in proportion to his respective undivided interest on the common areas and facilities, provided, however, that to the extent such cost in excess of insurance proceeds is the result of a lack of insurance coverage caused by the failure of a Unit Owner promptly and accurately to report improvements made by him to his Unit pursuant to Section 5.6. below, the excess cost resulting from such failure shall be borne solely by the Unit Owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a Unit Owner failing to report improvements as aforesaid shall be as determined by the Trustees.

C. In the event of any casualty loss to the common areas and facilities and to one or more Units, the Trustees shall, in the manner set forth in paragraphs A(1) and A(2) and A(3) of this Section 5.5., determine whether the common areas and facilities are to be repaired and restored and if they determine so to repair and restore, the Trustees shall first proceed, if practicable, with the necessary repairs and restoration of the common areas and facilities in accordance with the provisions of said paragraphs, and thereafter the Trustees shall proceed with the necessary repairs and restoration of the damaged Units in the manner provided in paragraph B of this Section 5.5.

D. If such loss is determined to exceed 10% of the value of the Condominium and 75% of the Unit Owners do not agree (by signing the Restoration Agreement and returning the same to the

Trustees within 120 days after the date of casualty) to proceed with repairs and restoration of the common areas and facilities, then the Trustees shall not proceed with repairs to the common areas and facilities or the Units and if any Unit Owner commences partition proceedings and partition is decreed, the net proceeds of a partition sale together with any common funds (including the proceeds of any insurance) shall be distributed as the Court shall decree; provided, however, that in the event the suit for partition is dismissed prior to the entry of an order to sell (as a result of the filing of an appropriate agreement to rebuild), the Trustees shall proceed with the repairs and restoration of the Units in accordance with paragraph B of this Section 5.5., all subject to the provisions of clause (b)(2) of Section 17 of Chapter 183A.

E. Notwithstanding anything to the contrary in the preceding paragraphs contained, in the event that any Unit Owner shall, by notice in writing to the Trustees, dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section, and such dispute shall not have been resolved within 30 days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

F. Notwithstanding anything to the contrary in the preceding paragraphs contained, the Trustees shall not, in any event, be obliged to proceed with any repair or restoration unless and until they have received funds in an amount equal to the estimate of the trustees of all costs thereof.

Section 5.6. Improvements of Units.

Each Unit Owner shall promptly notify the Trustees of any and all improvements to be made by him to his Unit, the insurable value of which exceeds \$500.00. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.

Section 5.7. Improvements to Common Areas and Facilities.

If and whenever the Trustees shall propose to make any improvement to the common areas and facilities or shall be requested in writing by 25% of the Unit Owners to make such improvement, the Trustees shall submit to all the Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon (1) the receipt by the Trustees of such agreement signed by 75% or more of the Unit Owners or (2) the expiration of 90 days after such agreement was first submitted to the Unit Owners, whichever of said events (1) and (2) shall first occur, the Trustees shall notify all the Unit

Owners of the percentage of Unit Owners who have then signed such agreement. If such percentage exceeds 75%, the Trustees shall proceed to make the improvement or improvements specified in such agreement, and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvement to all Unit Owners. The Agreement so circulated may also provide for separate agreements by the Unit Owners that if more than 50% but less than 75% of the Unit Owners so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

Section 5.8. General Repairs.

Each Unit Owner shall be individually responsible to repair, at such Owner's sole cost and expense, any general appurtenance which particularly services the Unit of such Owner, even if the same be outside the boundaries of the Unit, e.g. door-bell or buzzer starter or button, mail-box and matters of similar sort.

Section 5.9. Pets.

Dogs (which shall be kept on leashes and shall be maintained under constant control), cats or other pet animals or birds shall not be kept in any Unit in such number or such type and under any such circumstances as to be noisome or offensive to occupants of other Units. At the sole judgment of the Trustees, exercised in such manner as they may determine, upon complaint made by any Unit Owner as to the noisomeness or offensiveness of any pet, such pet may not be, upon notice by the Trustees to that effect to such Unit Owner, kept in the Unit of such Unit Owner.

Section 5.10.Rules, Regulations, Restrictions and Restrictions

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities, as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

Section 5.11. Manager.

The Trustees may appoint a manager to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such Manager may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees or such Manager may from time to time determine.

Section 5.12. Insurance.

A. (1) The Trustees shall obtain and maintain to the extent available, master policies of multi-peril type insurance, including casualty and physical damage insurance naming of 19 Agassiz Street Trust as Insurance Trustees for the benefit of 19 Agassiz Street Condominium and Trustees hereof as Insurance of the several Unit Owners and of their respective mortgagees as the

named insureds and covering the buildings and all other insurable improvements forming part of the Condominium, including the common areas and facilities, all of the Units (but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of the central services for common use, in an amount not less than 90% of their full replacement value (exclusive of foundations) as determined by the Trustees, against (a) losses or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risk as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to, vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage. If at anytime there is a steam boiler in operation in connection with the Condominium property, the Trustees shall secure a standard form of boiler and machinery insurance policy which shall provide as a minimum \$50,000 per accident per location.

(2) All policies of casualty or physical damage insurance shall (a) provide that such policies may not be cancelled, terminated or substantially modified without at least 20 days' written notice to the insureds and the unit mortgagee, (b) provided that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable

in any event if in conflict with the terms of the Trust or these By-Laws, (c) provide waivers of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests, (d) provide waivers of any defense based upon the conduct of any insured and (e) contain provisions to the effect that the insurer shall not be entitled to contribution on account of casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

(3) The Trustees, as Insurance Trustees under these By-Laws, shall collect all casualty loss insurance proceeds and shall hold, use and disburse the same for the purposes and in the manner set forth in this Section and in Section 5.5. above. If repair and restoration is to be made pursuant to Section 5.5. above, all insurance loss proceeds shall be disbursed to defray the cost of repair and restoration of the damaged common areas and facilities and the one or more damaged units. If there are insurance proceeds in excess of the cost of repairs and restoration, the Trustees shall distribute the same to the Unit Owners in proportion to their respective beneficial interest as set forth in Section 4.1. hereof, subject to the right of a unit mortgagee to receive the same.

(4) Upon notification of improvements to be made to a Unit, the Trustees shall promptly notify the insurer of the Condominium and increase the amount of coverage on the aforementioned master policy by an amount at least equal to the value of the improvements made by the Unit Owner. Any increase in insurance



premiums resulting from the increase in coverage as aforesaid shall be paid by the Unit Owner as an addition to his share of the common expenses of the Condominium.

(5) The Trustees shall reappraise, at least annually, the value of the buildings and all other insurable improvements forming part of the Condominium and, if necessary, shall increase the amount of coverage on the forementioned master policy accordingly.

B. (1) The Trustees shall also obtain and maintain master policies of insurance of the following kinds naming the Trustees of 19 Agassiz Street Trust as Insurance Trustees for the benefit of 19 Agassiz Street Condominium and the several Unit Owners as the Named Insureds: (a) comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees with not less than a single limit of one million dollars for claims for bodily injury or property damage arising out of one occurrence and with cross liability endorsement to cover liability of any insured to other insureds; (b) workmen's compensation and employees liability insurance covering any manager, agent or employee of the Trust but excluding any independent agent or manager, and (c) such other insurance as the Trustees deem appropriate.

(2) All such policies shall (a) provide that such policy cannot be cancelled, terminated or substantially modified without at least 20 days' prior written notice to all of the insureds; (b) provide waivers of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees,

the Unit Owners and their respective employees, agents and guests; (c) provide waivers of any defense based on the conduct of any insured; (d) contain provisions to the effect that the insurer shall not be entitled to contribution on account of other insurance which may be purchased by individual Unit Owners as hereinafter permitted; (e) contain a "Severability of Interest" endorsement which shall preclude the insured from denying a claim of a Unit Owner because of negligent acts of the Trust, the Trustees, or other Unit Owners.

C. Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Report of BBB+ or better. Each such carrier must be licensed or authorized by law to transact business within the Commonwealth of Massachusetts. Policies of insurance shall not be secured where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the Unit Owner or mortgagee, as an insured; or (ii) by the terms of carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owner or mortgagee, or an insured, from collecting insurance proceeds.

D. The Trustees may provide fidelity coverage against dishonest acts on the part of Trustees, any manager, agents, employees or volunteers responsible for handling funds belonging to or administered by the Trust. The fidelity bond or insurance

shall name the Trust as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Trust's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

E. If the Condominium premises are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of Flood Insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium shall be obtained in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the mortgages on the units comprising the Condominium. The name of the insured under each required policy shall be stated in form and substance similar to the following:

"Trustees of 19 Agassiz Street Condominium Trust as Insurance Trustees for the benefit of 19 Agassiz Street Condominium and of the several Unit Owners and of their respective mortgagees."

F. The cost of such insurance to be obtained and maintained by the Trustees pursuant to this Section 5.13 shall be assessed to Unit Owners as common expenses of the Condominium at

such times and in such amounts as provided in Section 5. above. However, the cost of additional insurance (the "additional cost") for improvements to Units shall be paid to the Trustees by the Unit Owners making such improvements promptly upon receipt of statements from the Trustees who shall allocate the additional cost in such manner as they determine to be equitable.

G. Each Unit Owner or his mortgagee may obtain additional insurance at his own expense provided that all such insurance shall contain provisions similar to those contained in the Trust's master policy waiving the insurer's right to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss shall be reduced due to proration with insurance individually purchased by a Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance to the extent of the amount of such reduction to the Trustees to be distributed as above provided.

#### Section 5.13. Meetings.

A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer and Secretary, and may elect any other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three (3) then in office) or in such other manner as the Trustees may establish; provided, however, that written notice of each such other meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. A majority of the number of Trustees then in office shall constitute a quorum at

all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

B. During each year, commencing after the Operating Event, as in Section 3.1 hereof defined if so provided, there shall be an annual meeting of the Unit Owners on the second Tuesday of November in each year at 3:00 P.M. at such reasonable place as may be designated by the Trustees by written notice given to the Unit Owners at least 7 days prior to said date. Special meetings (including a meeting in lieu of a past annual meeting) of the Unit Owners (1) may be called at any time by the Trustees and (2) shall be called by them at any time after the Operating Event upon written request of Unit Owners holding more than 33% of the beneficial interest hereunder. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

Section 5.14. Notice to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding shall

be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such or by mailing it postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the 19 AGASSIZ STREET CONDOMINIUM TRUST or by delivery or making the same to such Unit if such Unit so appears or if no address so appears, in any case at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which notice is given.

Section 5.15. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in only such detail as the trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of the receipt thereof shall be deemed to have been assented thereto.

Section 5.16. Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees or by one (1) Trustee

if there is only one (1) or by any Manager to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 5.17. Fiscal Year.

The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

ARTICLE VI

Rights and Obligations of Third Parties Dealing with the Trustees

Section 6.1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the identity of said Trustees and of any charges therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the

provisions or powers herein contained, or as to the regularity of the resignation or appointment of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee.

Section 6.2.

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.



Section 6.3

Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 6.4

Any certificate signed by two (2) Trustees in office at the time or if only one Trustee is in office, signed by such Trustee setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to who are Trustees, as to what action has been taken by the beneficiaries or the Trustees and as to matters determining or relating to the authority of the Trustees to do any act or as to any other matter germane to the affairs of the Trust, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

ARTICLE VIIAmendments and TerminationSection 7.1.

The Trustees, with the consent in writing of Unit Owners holding not less than 75% of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent,

the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (other than as permitted by the Master Deed (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, or (b) which minimizes the requirements for insurance as set forth in Section 5.13 hereof, or (c) which would render this trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by any two (2) Trustees, if there be at least two (2) then in office or one (1) Trustee if there be only one (1) setting forth in full the amendment, alteration, addition or change.. and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all pre-requisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third

persons and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 7.2.

The Trust hereby created shall terminate only upon the following: The removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefore set forth in Section 19 of Chapter 183A.

Section 7.3.

Upon termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder, to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. All valuations made by the Trustees shall be conclusive. And in making any sale under this provision the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instrument, as

may be their performance thereof be shown to be in their judgment necessary of desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have been passed.

#### ARTICLE VIII

##### Construction and Interpretation

In the construction hereof, whether or not so expressed, unless a contrary intention is to be inferred from or required by the subject matter or context, words used in the singular or in the plural respectively include both the plural and singular; words denoting males include females; words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations. The title, headings of different parts hereof, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. Unless the context otherwise indicates words defined in Chapter 183A shall have the same meaning herein.

#### ARTICLE IX

##### Unit Mortgages

##### Section 9.1. Notice to Trustees.

A Unit Owner who mortgages his Unit whether prior to or after the Operating Event (if there shall be one) shall notify the Trustees of the name and address of his mortgagee and shall, if requested by the Trustees, file a confirmed copy of the mortgage and the note and/or other obligations secured thereby with the Trustees.

Section 9.2 Listed Mortgagee.

Any holder of a mortgage granted of record on a Unit in the Condominium and of which the Unit Owner shall have given the Trustees written notice, specifying the address to which notice of assent in all instruments when written notice is required hereunder are to be sent to such holder, or of which Trustees have actual knowledge, shall be deemed a Listed Mortgagee hereunder. Such holder shall remain a Listed Mortgagee until the Trustees receive written notice from the Mortgagee of a withdrawal of the listing or indicating that the mortgage has been discharged or record.

Section 9.3. Assignment of Rights and Option by Unit Owners

The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner, may be assigned or transferred in writing in a Listed Mortgagee Unit Mortgage or otherwise, to, or restricted in favor of, any Listed Mortgagee, and the Trustees shall be bound by any such assignment or transfer upon notice in writing to the Trustees by a Listed Mortgagee setting forth the terms of such assignment.

ARTICLE XFNMA AND FHLMC PROVISIONSSection 10.1

Notwithstanding anything to the contrary elsewhere in this Declaration of Trust contained, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the within Condominium for sale to the Federal Home Loan Mortgage corporation (FHLMC) under the laws and regulations applicable thereto, to wit:

(a) A first mortgage of a Unit in the Condominium shall, at the request of such mortgagee, be entitled to written notification from the Trustees of the 19 AGASSIZ STREET CONDOMINIUM TRUST of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under said Master Deed and/or this Declaration of Trust which is not cured within sixty (60) days.

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any first refusal provisions set forth in the Master Deed, if any.

(c) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the

mortgaged Unit which accrue prior to the acquisition of title to such Unit by the Mortgagee.

(d) Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned) of Owners (other than the Declarant, sponsor, developer, or builder) of Condominium Units have given their prior written approval, the Condominium Unit Owners and the Trustees of this Condominium Trust shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium project;
- (2) Change the pro-rata interest or obligations of any Condominium Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each Unit in the common elements;
- (3) partition or subdivide any Condominium Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause.
- (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common

Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or common elements of the Condominium project.

(e) First mortgagees of Units in the Condominium shall have the right to examine the books and records of the Condominium Trust or the Condominium project.

(f) An adequate reserve fund for maintenance, repairs and replacements of those common elements which must be replaced on a periodic basis shall be established and shall be funded by regular monthly payments rather than by special assessments.

(g) No provisions of said Master Deed or of this Declaration of Trust shall be deemed or construed to give a Unit Owner of the Condominium, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

(h) Any agreement for professional management of the Condominium project shall provide that such management contract may be terminated for cause on ninety (90) days' written notice, and the terms of any such contract shall not exceed three (3) years.

(i) The Trustees of this Trust shall give FHLMC notice (c/o Servicer at Servicer's address) in writing of any (i) loss to, or taking of, the common elements of the Condominium project if such



loss or taking exceeds \$10,000 and/or (ii) damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC if damage exceeds \$1,000.00.

Section 10.2

Notwithstanding anything to the contrary elsewhere in this Declaration of Trust contained, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, to wit;

(a) Blanket fidelity bonds shall be required to be maintained by the 19 AGASSIZ STREET CONDOMINIUM TRUST for all trustees, employees, or other persons handling or responsible for funds of or administered by the Trust. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

(b) Furthermore, where the Trustees have delegated some or all of the responsibility for the handling of funds to a management agent, such fidelity bonds shall be required for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of the Condominium Trust.

(c) The total amount of fidelity bond coverage required by FNMA shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Trustees or management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be

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less than a sum equal to three months' aggregate assessment on all units plus reserve funds.

(d) Such fidelity bonds shall (a) be in the name of the Condominium Trust, (b) contain waivers by the issuers of the bonds of all defenses based on the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions, (c) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Condominium Trust.

IN WITNESS WHEREOF, the said Irma M. Fishman and Marilyn M. Seligman have hereunto set their hands and seals on the day and year first hereinabove written.

Irma M. Fishman  
Irma M. Fishman

Marilyn M. Seligman  
Marilyn M. Seligman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

July 1, 1986

Then personally appeared the above-named Irma M. Fishman and Marilyn M. Seligman acknowledged the foregoing instrument to be their free and deed, before me

Lawrence R. O'Neil  
Notary Public

My Commission Expires: October 10, 1986

# UNIT DESIGNATION AND PERCENTAGE FACTOR

Unit	Percentage Interest in Condominium	Floor Location	Unit Type	* Approximate Area	Common Area for Immediate Access
B	4.187	basement	1B	800 sq. ft.	Basement Hallway
1	5.879	first	2B	830 sq. ft.	First Floor Hallways
2	5.879	first	2B	830 sq. ft.	First Floor Hallways
3A	1.797	first	studio	245 sq. ft.	First Floor Hallways
3B	3.262	first	studio	455 sq. ft.	First Floor Hallways
4	7.416	first	2B	1050 sq. ft.	First Floor Hallways
5	6.786	first	2B	960 sq. ft.	First Floor Hallways
21	5.879	second	2B	830 sq. ft.	Second Floor Hallways
22	5.879	second	2B	830 sq. ft.	Second Floor Hallways
23	6.437	second	2B	910 sq. ft.	Second Floor Hallways
24	7.416	second	2B	1050 sq. ft.	Second Floor Hallways
25	6.786	second	2B	960 sq. ft.	Second Floor Hallways
31	5.879	third	2B	830 sq. ft.	Third Floor Hallways
32	5.879	third	2B	830 sq. ft.	Third Floor Hallways
33	6.437	third	2B	910 sq. ft.	Third Floor Hallways
34	7.416	third	2B	1050 sq. ft.	Third Floor Hallways
35	6.786	third	2B	960 sq. ft.	Third Floor Hallways
	<u>100.000</u>				

## \* Further explanatory data

1. A Unit Type "studio" consists of a studio room, a kitchen, a bathroom, in addition to various closets and connecting halls.
2. A Unit Type "1B" consists of a living/dining room, one bedroom, a kitchen, a bathroom, in addition to various closets and connecting halls.
3. A Unit Type "2B" consists of a living/dining room, two bedrooms, a kitchen, a bathroom, in addition to various closets and connecting halls.

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