

MASTER DEED OF

19 AGASSIZ STREET CONDOMINIUM

IRMA M. FISHMAN and MARILYN M. SELIGMAN, as Tenants in Common, of Cambridge, Middlesex County, Massachusetts by deed recorded in the Middlesex South Registry of Deeds in Book 14719, Page 246 ("Sponsor" or "Declarant"), being the sole owners of the premises in Cambridge, Middlesex County, Massachusetts; hereinafter described, by duly executing and recording this Master Deed do hereby submit the said premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), propose to create with respect to the said premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declare thus:

1. Name: the name of the condominium shall be 19 AGASSIZ STREET CONDOMINIUM
2. Description of Land: The land on which the condominium is located is generally known as 19 and 21 Agassiz Street, Cambridge, Middlesex County, Massachusetts, and is described more fully in Exhibit "A" attached hereto and incorporated herein by reference.
3. Description of Buildings: There is, on the land described in

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Exhibit "A", one building consisting of a basement floor and three floors. The principal materials of which the building is constructed are poured concrete foundations, wood frames, with stucco exterior walls, wooded deck floors, and tile and asphalt roof. Interior walls are partially of plaster with wood lathe and wood studs.

4. Floor Plans; Designation of Units and Their Boundaries: The following plans of the Building showing the layout, location of unit designations and dimensions of the Units, stating the address of the Building and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, captioned "19 AGASSIZ STREET CONDOMINIUM" (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of one sheet as follows:

A Plan of Basement Floor Plan, Unit #1,
First Floor Plan, Unit #2, Second Floor
Plan, Unit #3, Third Floor Plan.

Exhibit "B" attached hereto and made a part hereof contains a unit designation of each unit in the condominium, its location, approximate area, and number of rooms.

The boundaries of each of the units with respect to the floors, ceilings, walls, windows, doors and other outer boundaries enclosing the perimeter of each of the Units are

as follows:

- (a) Floors: The uppersurface of the subflooring.
- (b) Ceilings: The plane of the lower surface of the ceiling joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Interior Building Walls: The plane of each surface of the wall studs or lathing material, brick or granite, as the case may be, which faces the Unit.
- (d) Exterior Building Walls (including party walls), Doors and Windows: As to walls, the plane of the interior surface of the brick or granite, as the case may be; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and the window frames.
- (e) Fireplaces: As to the hearths and walls, the plane of the interior structural surface facing such Unit, and as to the chimney and flue, the plane of the lower surface of the closed damper or where the closed damper would be is one is missing.

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

- (a) The land described in Exhibit "A", together with the benefit of and subject to all rights, easements, restrictions and agreements described on Exhibit "A" to this Master Deed so far as the same may be in force:
- (b) All portions of the Building not included in any Unit by virtue of Paragraph 4 above, including, without limitation, the following to the extent such may exist from time to time:
 - (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls within the Building, and structural walls or other structural components contained entirely within any Unit;
 - (2) The main and rear entranceways, steps and stairways, the entrance vestibules, hallways serving more than one Unit, the mailboxes and

other facilities in such hallways;

(3) Installations of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof;

(5) All such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(6) The basement floor except for storage cubicles (if any) as shown on the above described Plan.

(7) Such additional common areas and facilities as may be defined in Chapter 183A and as shown on the Plans.

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percent shown on Exhibit "B" attached to this Master Deed and incorporated herein by this reference. These percent interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of the Mster Deed bears to the aggregate fair market value of all the Units on that date. The common areas and facilities shall be subject to the provisions of the By-Laws of 19 Agassiz Street Condominium Trust (the "Condominium Trust"), recorded herewith, and any rules and regulations from time to time in effect pursuant thereto. If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or any other Unit, as these

are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

6. Statement of Purposes: The Units and the common area and facilities therein are intended to be used as follows: Units shall be used solely for residential purposes and as otherwise allowed under local Zoning Laws by not more than one family nor more than four unrelated persons as to two or more bedroom units, nor more than two unrelated persons for one bedroom units. The Declarant, or any successor to his interests in the Condominium, may, until all of the Units have been sold by the Declarant or such successors,
- (a) Lease Units which have not been sold; and,
 - (b) Use any Units owned by the Declarant or such successor(s) as models for display for purposes of sale or leasing of Units.

7. Restrictions on Use: Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:
- (a) No Unit shall be used for any purpose not specified in Section 6 above;
 - (b) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no porch enclosure, awning, antenna, sign, banner or other device and/or exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire; and
 - (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and the rules and regulations which may be adopted pursuant thereto.

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

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

8. Amendments: This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 75 percent of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Middlesex South Registry of Deeds;

provided, however, that:

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

(2) 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;

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

(4) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the Holder of such mortgage; and,

(5) No instrument of amendment which proposes to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all three (3) Units unless the Declarant executes such instrument of amendment.

9. Trust: The Trust through which the Unit Owners will manage

and regulate the Condominium established hereby is 19 Agassiz Street Condominium Trust under a Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percent of undivided interest in the common area and facilities to which they are entitled under this Master Deed. The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust are: Irma M. Fishman and Marilyn M. Seligman, 872 Massachusetts Avenue, Cambridge, MA 02139 .

- 10. Chapter 183A Governs: The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of, and be subject to, the provisions of Chapter 183A, as the same may be from time to time amended, and in all respects not specified in the Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof from the provisions of Chapter 183A.
- 11. Definitions: All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings herein unless the context otherwise requires.
- 12. Reservations: A Unit Owner who owns two or more contiguous units may physically combine said units by removing all or a portion of the intervening floor, ceiling or walls and making other appropriately related alterations and improvements. A Unit Owner may physically remove interior partitions, construct new partitions, and otherwise remodel and modify the floor layout of the Unit and other associated alterations. Said Owner and his/her successors in interest shall at all times be solely responsible for the

cost of said construction and remodeling and shall hold

the Condominium Trust harmless from all damages and injuries resulting therefrom. All such work shall be done in a good and workmanlike manner, in compliance with industry standards and with all applicable laws. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the 19 Agassiz Street Condominium Trust and all Unit Owners from any loss, claim or liability which he/she may suffer or incur as a result of such work, including the Unit Owners' guests, invitees, servants and members of said Owners' families.

IN WITNESS WHEREOF, on this 1st day July , 1986, the above-named Sponsor has signed this Condominium Master Deed under seal.

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 and acknowledged the foregoing instrument to be their free act and deed, before me.

Lawrence R. Opat

Notary Public

My Commission expires: *October 10, 1986*

EXHIBIT "A"

Description of Property

A certain parcel of land with all buildings thereon, situated in Cambridge, in the County of Middlesex, in the Commonwealth of Massachusetts, being now #19 and #21 Agassiz Street, and comprising the Southerly two-thirds of Lot 8 and the Northerly half of Lot 9 as shown on a Plan of Land in Cambridge, Mass., belonging to the Austin Estate, W.A. Mason & Son, surveyors, dated March 25, 1886, and recorded with Middlesex South District Deeds in Book of Plans 47, Plan 11, and bounded and described as follows:

EASTERLY by said Agassiz Street, seventy (70) feet;

SOUTHERLY by the remaining part of said Lot 9, being land now or formerly of Clark et al, one hundred thirty (130) feet;

WESTERLY by Lots 10 and 11 on said Plan, being now or formerly of David A. Ritchie, seventy (70) feet;

NORTHERLY by the remaining part of said Lot 8, being land now or formerly of H. P. Blackman, one hundred thirty (130) feet.

Containing 9,100 square feet of land.

Be any or all of said measurements or contents more or less, however otherwise said measurements may be bounded measured or described.

EXHIBIT "B"

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.