

- (3) building walls: the plane of the surface of the brick bearing walls facing such unit and the plane of the surface of the wall studs facing the common areas;
- (4) doors and windows: the exterior surface of doors, window glass and window frames.

6. Common Areas

The common areas and facilities of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:

- (a) the Land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force;
- (b) the walkways and other improvements on the Land, including, without limitation, walls, railings, steps, lighting fixtures, and similar facilities in each case, when completed;
- (c) the foundations, structural columns, bearing walls, girders, lintels, beams, plates, supports, braces, exterior walls, roof, entrances and exits of the Building and common walls within the Building;
- (d) the entrance lobby, halls and corridors serving more than one Unit and the mailboxes, closets, fire extinguishers, stairways, fire escapes;
- (e) installations of central service equipment providing power, light, gas, hot and cold water, heating, air-conditioning, waste disposal and television signal reception, including all equipment attendant thereto, all smoke detection and fire alarm systems, sprinkler systems, all conduits, junction boxes, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal contained in the Building and all such facilities contained within any unit which serve parts of the Building, other than the Unit within which such facilities are contained (but specifically excluding equipment contained within and servicing a single unit), together with an easement of access thereto for maintenance, repair and replacement; and
- (f) such additional common areas and facilities as may be defined in Chapter 183A, except as otherwise provided or stipulated herein.

Each Unit Owner (as hereinafter defined) shall be entitled to an undivided interest in the Common Areas and Facilities and shall be subject to:

- (i) the terms and provisions of this instrument and of the By-Laws of the 285 Harvard Street Condominium Trust (hereinafter referred to as "Condominium Trust"), as defined and described in paragraph 11 hereof;
- (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof;
- (iii) the timely making of the payments required to be made in connection therewith.

7. Floor Plans

The floor plans of the Building referred to above and recorded herewith bears certification of a registered architect certifying that the plans fully and accurately depict the floor plans, including without limitations the Units and the Common Areas and Facilities.

The Grantor may, until all of said Units have been sold by said Grantor:

- (i) lease Units which have not been sold; and
- (ii) use any Units owned by the Grantor as models for display for purposes of sale or leasing of Units.

8. Restrictions on Use of Units

Unless otherwise permitted by instrument in writing duly executed by the Condominium Trust pursuant to provisions of the By-Laws thereof:

- (a) no residential Unit shall be used other than solely for residential purposes by one (1) family.
- (b) no Unit shall be used (i) for any purpose prohibited by any law, rule, regulation, or ordinance of any federal, state or local governmental authority or by any order or decree of any court, in either case, having jurisdiction over the Land, the Building or the Condominium or (ii) to keep any inflammable, combustible or explosive fluid, material, chemical or substance therein.
- (c) no Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and regulations which may be adopted pursuant thereto.
- (d) the architectural integrity of the Building and the Units shall be preserved without modifications, and to that end, without limiting the generality of the foregoing, no balcony, enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected 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; provided, however, that the provisions of this subparagraph (d) shall not restrict the right of any Unit Owner (i) to decorate the interior of his Units as he may desire so long as such Unit Owner shall in no way whatsoever alter, remove or otherwise modify any structural components of his Unit, and (ii) with respect to any commercial Unit, to erect or place, or allow any tenant of such Unit, to erect or place, upon the exterior wall surface of such Unit a sign or other device which shall serve to identify the name of, and/or the nature of business conducted by, such Unit Owner or the tenant thereof, provided that such sign or other device shall, within broad limits, be reasonably in keeping with the architectural integrity of the Building. Owners of a commercial Unit may place any exterior sign on the building allowed by law, so long as said sign does not substantially interfere with the use of other commercial units in the building and does not extend above the bottom of the first floor window frames.

The restrictions set forth in paragraphs (a) through (d) above shall be for the

benefit of all of the Unit Owners and the Condominium Trust, and:

- (i) shall be administered on behalf of said Owners by the Trustees of said Condominium Trust;
- (ii) shall be enforceable solely by the Trustees, insofar as permitted by law;
- (iii) may be waived in specific cases by such Trustees; and
- (iv) shall, insofar as permitted by law, 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 ownership of a Unit.

9. Amendments

This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interests in the Common Areas and Facilities and (ii) signed and acknowledged by a duly authorized officer of the Condominium Trust pursuant to the By-Laws thereof, and (iii) duly recorded with the Middlesex County 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 Unit Owner of the Unit so altered;
- (c) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities 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;
- (d) no instrument of amendment which purports to increase or decrease or re-define the property defined herein as Common Areas or Facilities shall be of any force or effect unless signed by the Unit Owners entitled to seventy-five (75%) percent of the undivided interests in the Common Areas and Facilities; provided, however, this subparagraph (d) does not apply to any instrument of amendment executed in accordance with the provisions of subparagraph (g) of this paragraph 9, if such instrument of amendment does not purport to increase or decrease or redefine the property defined herein as Common Areas and Facilities;
- (e) no instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money second mortgage held by the Grantor or his heirs or assigns shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage;
- (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 of the General Laws of Massachusetts shall be of any force or effect;

- (z) no instrument of amendment which alters the property line between two contiguous Units or which alters that portion of the Common Areas and Facilities which exists within the walls, floors or ceilings of such contiguous Units shall be of any force or effect unless signed by the owners of all the Units (i) the property lines of which are being altered or (ii) which are immediately contiguous with the section of the floors, walls or ceilings in which the Common Areas and Facilities are being altered, as the case may be, and such instrument of amendment need not be signed by any other Unit Owners so long as such instrument of amendment states that such alteration (x) will not jeopardize the soundness or safety of the building portion of the Condominium, (y) will not adversely affect any other Units and (z) does not affect the exterior walls of said building.

10. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the 285 Harvard 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 Areas and Facilities to which such Owner is entitled hereunder. The names and addresses of the original and present Trustees thereof are as follows:

Peter Ligor, P.O. Box 126, Newtonville, Massachusetts
John P. Ligor, P.O. Box 126, Newtonville, Massachusetts

11. The Units, 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 of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in the Declaration of Trust (including By-Laws) of the Condominium Trust, shall be governed by the provisions of such Chapter 183A in their relation to each other and to the Condominium established hereby, including without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of such Chapter 183A.

12. Definitions

All terms and expressions herein used which are defined in Section 1 of Chapter 183A of the General Laws of Massachusetts shall have the same meanings herein unless the context otherwise requires.

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

EXHIBIT A

A certain parcel of land with the building thereon situated in Cambridge, Middlesex County, being shown as Lot 2 and the Northwestern part of Lot 1 on a plan by W.A. Mason dated August, 1851, recorded with Middlesex South District Registry of Deeds, Plan Book 4, Page 24, together bounded and described as follows:

- SOUTHWESTERLY by the Northeasterly line of Harvard Street, One Hundred (100) feet;
- NORTHWESTERLY by Lot 3, as shown on said plan, One Hundred Twenty-six (126) feet and ten (10) inches;
- NORTHEASTERLY by the Southwesterly line of West Street, One Hundred One and 10/100 feet; and
- SOUTHEASTERLY by the remaining portion of Lot 1 being land now or formerly of Elizabeth B. Winnett, about One Hundred Twenty-six (126) feet.

Containing 12,733 square feet of land, more or less.

EXHIBIT B

<u>FLOOR</u>	<u>UNIT DESIGNATION</u>	<u>SQUARE FEET</u>	<u>NUMBER OF ROOMS</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
basement	99	748	4	2.73
basement	100	533	3	1.94
first	101	533	3	1.94
first	102	748	4	2.73
first	103	382	2	1.39
first	104	368	2	1.34
first	105	601	3	2.19
first	106	592	3	2.16
first	107	533	3	1.94
first	108	748	4	2.73
first	109	398	2	1.46
first	110	368	2	1.34
first	111	601	3	2.19
first	112	592	3	2.16
second	201	533	3	1.94
second	202	748	4	2.73
second	203	382	2	1.39
second	204	368	2	1.34
second	205	601	3	2.19
second	206	592	3	2.16
second	207	533	3	1.94
second	208	748	4	2.73
second	209	496	3	1.81
second	210	368	2	1.34
second	211	601	3	2.19
second	212	592	3	2.16
third	301	533	3	1.94
third	302	748	4	2.73
third	303	382	2	1.39
third	304	368	2	1.34
third	305	601	3	2.19
third	306	592	3	2.16
third	307	533	3	1.94
third	308	748	4	2.73
third	309	496	3	1.81
third	310	368	2	1.34
third	311	601	3	2.19
third	312	592	3	2.16
fourth	401	533	3	1.94
fourth	402	748	4	2.73
fourth	403	382	2	1.39
fourth	404	368	2	1.34
fourth	405	601	3	2.19
fourth	406	592	3	2.16
fourth	407	533	3	1.94
fourth	408	748	4	2.73
fourth	409	496	3	1.81
fourth	410	368	2	1.34
fourth	411	601	3	2.19
fourth	412	592	3	2.16

IN WITNESS WHEREOF, the above named Peter Ligor, Trustee, has caused this Master Deed to be executed this 28th day of December, 1977.

Peter Ligor Trustee
PETER LIGOR, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

December 28, 1977

Then personally appeared the above named Peter Ligor, Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me,

James L. Loue
NOTARY PUBLIC

My Commission Expires: April 20, 1984