

MASTER DEED

of the

1105 MASSACHUSETTS AVENUE CONDOMINIUM

[AS AMENDED THROUGH JUNE, 2001]

Max Wasserman and Leo E. Wolf, as they are the Trustees of 1105 Realty Trust under declaration of trust dated June 29, 1973 and registered as Document No. 518802 together with certificate of title No. 142883 in Book 844, Page 133 of the South Middlesex Registry District, (hereinafter collectively called "the Grantor"), the sole owner of the premises in Cambridge, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, proposes to create, and hereby does create with respect to said premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name. *The name of the condominium shall be:*

1105 Massachusetts Avenue Condominium

2. [As amended on September 9, 1974 -- Amendment 1] *Description of land. The premises which constitute the condominium consist of 31,171 square feet of land in said Cambridge, generally known as 1105 Massachusetts Avenue, Cambridge, together with the building and improvements thereon. The premises are described by metes and bounds as follows:*

That certain parcel of land with the buildings thereof, situated in CAMBRIDGE in the County of Middlesex and the Commonwealth of Massachusetts, said parcel being bounded and described as follows:

BEGINNING at the point of intersection of the northeasterly sideline of Massachusetts Avenue and the southeasterly sideline of Remington Street;

THENCE running by Remington Street, NORTH 39 degrees 00' 40" EAST 102.17 feet and NORTH 32 degrees 58' 03" EAST 14.83 feet to land now or formerly of Louville F. & Mary L. Niles;

THENCE running by said Niles land, SOUTH 64 degrees 05' 23" EAST 63.27 feet and SOUTH 63 degrees 15' 40" EAST 80.00 feet, to land now or formerly of William D. & Laura A. Harrigan (being land shown on Land Court Plan 3482-A);

THENCE running by said Harrigan land, SOUTH 19 degrees 51' 04" EAST 50.00 feet and SOUTH 72 degrees 00' 00" EAST 88.15 feet, to the northwesterly sideline of Trowbridge Street;

THENCE running by Trowbridge Street, SOUTH 18 degrees 00' 00" WEST 85.35 feet to land now or formerly owned by John R. Sennott, Jr.

THENCE running by said Sennott land, NORTH 55 degrees 42' 26" WEST 113.50 feet, and SOUTH 39 degrees 13' 48" WEST 65.00 feet to the northeasterly sideline of Massachusetts Avenue;

THENCE running by Massachusetts Avenue, NORTH 50 degrees 59' 03" WEST 180.56 feet, to the point of beginning.

A portion of said parcel is conveyed subject to the sub-surface right and easement taken by the Commonwealth of Massachusetts (Metropolitan District Commission), by order dated April 15, 1954, recorded with said Deeds in Book 8243, Page 193 and filed with said Registry District as Document 280376, and that portion of said parcel described in a deed from Louville Niles et ux to Jeanne L. Wasserman, dated January 24, 1972 and recorded with said Deeds in Book 12138, Page 197, is conveyed subject to the restrictions contained in said deed.

Subject to a first mortgage to Harvard Trust Company dated August 8, 1972, recorded Book 12350, Page 95 and subject to a 199 year lease dated April 10, 1974 to the Trowbridge Trust of so much of two base levels in the building situated on the premises as are used for garaging automobiles, notice of which lease is recorded in Book 12630, Page 271.

3. Description of building. There is one building (hereinafter referred to as "the Building") located on the land above described. The Building consists of 15 levels or stories, as follows:

Basement Level: contains lower garage area, meter room, pump room, solid waste compactor to serve retail space, and six retail store spaces (Store Nos. 1 - 6). This level is below the grade of Massachusetts Avenue but the store fronts all have full front windows open to daylight.

Upper Garage Level: contains upper garage area, the building lobby, and nine retail store spaces (Store Nos. 7 - 15). This level is approximately half a story above the grade of Massachusetts Avenue and access is by a stairway up.

1st Story: Professional and business offices and superintendent's apartment.

2nd - 12th Stories: Apartments[Trustees' Certificate dated May 5, 1976, permits use of Units on second floor for general office use as well as residential use. Trustees' Certificate dated November 15, 1978, permits use of Units on third floor for general office use as well as residential use.]

Penthouse: Apartments

The basement and upper garage level are a platform for the main apartment tower of 13 stories (inclusive of the penthouse story), which has dimensions of 90 feet by 90 feet. The number of apartments (including those on the 1st floor which may be used for offices) is 94. The building has a steel frame with the carrying beams fire-proofed with asbestos. The exterior is of an earth colored brown brick and exposed concrete. The window frames are of bronzed aluminum and the windows are of insulated glass. Behind the exterior brick facing there is concrete block, fiberglass insulation, and sheet rock wall board. Between apartment units there is an extra layer of sheet rock and insulation. Studs are of aluminum. Heating and air conditioning is electric by means of through the wall appliances in each apartment. There are two Westinghouse passenger elevators. A mechanical penthouse is located on the roof. There is a solid waste disposal chute leading to compactors located on the upper garage level. On each apartment floor there is a laundry room which contains coin operated washers and dryers. Hallways and lobby areas are heated from a source located on the lower roof (the one over the upper garage level). In the lobby are mailboxes and a control panel through which calls to the individual units may be made. Apartment floors are wood parquet. [*This is incorrect. The Trust engaged an independent engineer to test the fireproofing material and it was found not to be asbestos.]*

4. Designation of units and their boundaries. The Condominium Units (hereinafter referred to as "the Units") and the designations, locations, approximate areas, numbers of rooms, immediately

accessible commons areas, and other descriptive specifications thereof are as set forth in Exhibit A hereto annexed and on the floor plans also hereto annexed as Exhibit B. The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

(a) Floors: The upper surface 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 the surface facing such Unit of the wall studs.

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and the window frames.

(e) [This section added by Amendment 2, October 30, 1974] Terraces and decks. The owners of Units Nos. O-1A, O-1B, O-1C, O-1D, O-1E, O-1F, O-1G and O-1H on the first floor shall have the exclusive use as a terrace of any area marked "T" on Sheet #3 of the floor plans described in Section 6 of this Master Deed and recorded as a part thereof which is shown on said plan as adjoining said Units and each such owner shall have the responsibility of maintaining such owner's terrace area but not the structure thereof at such owner's expense. The owners of PH (Penthouse) Units on the 13th floor shall each have the exclusive use of and the responsibility of maintaining, the deck area marked "d" adjoining the particular PH Unit as shown on Sheet #15 of said floor plans, but not the structure thereof. The "T" and "d" areas above referred to are not included in the approximate area calculations which appear in Exhibit A to the Master Deed. Owners of adjoining "O" Units which have terraces may, at their expense, and with the consent of the Trustees of the 1105 Massachusetts Avenue Trust, join such terraces with a connecting structure.

5. Common areas and facilities. The commons areas and facilities of the Condominium consist of:

(a) The land above described, 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 foundations, structural columns, girders, beams, supports, exterior walls, roof and entrances and exits of the Building, and common walls within the Building;

(c) The entrance lobbies, halls and corridors serving more than one Unit and the mailboxes, closets, fire extinguishers and other facilities therein, stairways, elevators and laundry rooms;

(d) Installations of central services such as power, light, hot and cold water, heating, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

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

(f) All heating apparatus for common areas and facilities and other common equipment wherever located in, on or around the Building and all areas in the basement and upper garage levels, subject to the provisions of paragraph (i) below;

(g) The superintendent's apartment situated on the first floor of the Building;

(h) The yards, lawns, gardens, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters;

(i) A leasehold estate in the facilities located in the basement and upper garage levels of the Building, which facilities are the subject of a 155-year lease from Trowbridge Trust to the 1105 Massachusetts Avenue Condominium Trust;

(j) Storage areas if any there be; and

(k) Such additional common areas and facilities as may be defined in Chapter 183A.

Heating and ventilation facilities located on the roof of the Upper Garage Level shall be appurtenant to the commercial units they serve and shall not be common facilities, with the result that the owner of the unit served by the heating and ventilation facility shall be responsible for its maintenance and replacement.

The owners of each Unit shall be entitled to an undivided interest in the common area and facilities in the following percentages set forth opposite each Unit:

[Table of beneficial interest for Apartment Units & Retail Units, including Third Amendment, omitted here]

The common areas and facilities shall be subject to the provisions of the By-Laws of the 1105 Massachusetts Avenue Condominium Trust, hereinafter referred to, and to rules and regulations which may be promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular Unit owners (e.g. garage space) and payments required therefor.

6. Floor plans. The floor plans of the Building, showing the layout, location. Unit numbers, and dimensions of Units, stating the name of the Building, and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully and accurately depict the same, are attached hereto and captioned "1105 Massachusetts Avenue Condominium" consisting of 15 sheets, as follows:

[List of Sheets omitted here]

7. Purposes. The purposes for which the Building, and the Units and other facilities therein, are intended to be used are as follows:

Except for the Units designated in the tabulation in Section 5 with an "O", which Units may be used as an office, and those designated "Retail", which may be used for retail sales and services and as offices, the other 87 Units shall be used solely for residential purposes by not more than one (1) family unit nor more than two (2) unrelated persons, subject to the restrictions set forth in the following section 8.

The Grantor may, until all of said Units have been sold by said Grantor, (a) lease Units which have not been sold and (b) use any Units owned by the Grantor as models for display for purposes of sale or leasing of Units.

8. *Restrictions on use. Unless otherwise permitted by instrument in writing duly executed by a majority of the Trustees of the 1105 Massachusetts Avenue Condominium Trust then in office and pursuant to provisions of the By-Laws thereof:*

(a) No Unit shall be used for any purpose other than a purpose permitted under section 7 above;

(b) No Unit except a Unit designated with an "O" or "Retail" shall be used for any purposes other than for residential purposes by not more than one (1) family unit nor more than two (2) unrelated persons;

(c) The architectural integrity of the Building and the Units shall be preserved without modification, 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 placed upon or attached to any such Unit or any part thereof without the prior consent of the Trustees of the 1105 Massachusetts Avenue Condominium Trust and without such consent 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 apartment door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part of surface of any Unit nor on the interior surface of any window, but this subparagraph (c) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the 1105 Massachusetts Avenue Condominium Trust and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all of the Units, and the Trustees of 1105 Massachusetts Avenue Condominium Trust, and shall be administered on behalf of said owners by said Trustees and shall be enforceable solely by said Unit owners or Trustees, insofar as permitted by law, and 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 thereof.

9. *Amendments. Except for the special rights of amendment of owners of Retail Units, this Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the 1105 Massachusetts Avenue Condominium Trust and (c) duly recorded with the South 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 has been so recorded within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

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

(d) 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 the Grantor's assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(e) 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. The owners of all the Retail Units may by a written instrument so acknowledged and recorded amend this Master Deed so as to alter the space allocation and percentage interests among the Retail Units.

10. Trust. The Trust through which the Unit owners will manage and regulate the Condominium established hereby is the 1105 Massachusetts Avenue Condominium Trust under Declaration of Trust dated April 12, 1974, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

Michael J. Coyne, c/o Wasserman Development Corporation, 84 Sherman Street, Cambridge, Massachusetts 02140

Max Wasserman, c/o Wasserman Development Corporation, 84 Sherman Street, Cambridge, Massachusetts 02140

Rudolph Kass, c/o Brown, Rudnick, Freed & Gesmer, 85 Devonshire Street, Boston, Massachusetts 02109

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

11. Application of Condominium Statute. The Units and common areas and facilities, and the Unit owners and Trustees of 1105 Massachusetts Avenue 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 of the 1105 Massachusetts Avenue Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

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

IN WITNESS WHEREOF, on the 12th day of April, 1974, Max Wasserman and Leo E. Wolf, trustees of 1105 Realty Trust have signed and sealed this Condominium Master Deed.

Trustees of 1105 Realty Trust and not individually

Max Wasserman

Leo E. Wolf

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. April 12, 1974

Then personally appeared the above-named Max Wasserman and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of 1105 Realty Trust, before me.

*Rudolph Kass
Notary Public
My commission expires: 2/17/78*

EXHIBIT A TO MASTER DEED [omitted here]

[Undated sheet found in Trust records -- from internal evidence prepared sometime between 9/16/76 and 11/15/78]

SUMMARY OF VARIANCES GIVEN BY WASSERMAN

UNIT; DETAILS; BOOK, PAGE, DATE

4-B "Permission to Dorothy S. Zare to use 4-B for psychological counselling." 12923--115 1-16-76

11-H "To Horace G. Lunt, and Sally H. Lunt permission to use unit 11-H for the practice of psychological counselling." 13020--516 7-21-76

5-D "To Cemal Sirimoglu, owner of unit 5-D, but not to his successor in title, permission to use a room in unit 5-D for psychiatric consultation by Ismail Ersevrim, M.D." 12971--398 5-5-76

9-D "Permission for the practice of psychiatry and other professional office use to M. D. Von Zweck and her successors." 12809--443 6-12-75

11-D "To Torrence C. Harder and Peter L. Falb and their successors and assigns the right to use unit 11-D as an office for an investment advisory service or similar low traffic use." 13059--136 9-16-76

11-E "To Miguel A. Leibovich and his successors in title permission to use unit 11-E for the practice of psychiatry and other professional use." 12662--512 6-28-74

2-A,B,G,D,E,F,G "Permission to use units on the second floor for general office use, in addition to use these units for residential purposes if owners so desire." 12976--278 5-14-76

*3rd Floor For general office use. 13585--292, crossed 12630-284 11/15/78
[This last line added by hand]*
