

0.34



Bk: 53284 Pg: 422 Doc: MD
Page: 1 of 34 07/24/2009 01:25 PM

**MASTER DEED
OF THE
80 WEBSTER AVENUE CONDOMINIUM**

David Aposhian, Trustee of the 70-80 Webster Avenue Trust, under a Declaration of Trust dated December 15, 2003, and recorded in the Middlesex County South Registry of Deeds Land Registration Office as Document No. 1803988, hereinafter referred to as "Declarant", being the Owner of a certain premises in Somerville and Cambridge, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), 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 and propose to create and do hereby create a Condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A ("Chapter 183A"), as it may be now or hereinafter amended, and to that end hereby declares and provides as follows:

1.1 NAME:

The name of the Condominium shall be:

80 WEBSTER AVENUE CONDOMINIUM

1.2. DESCRIPTION OF THE PROJECT:

The 80 Webster Avenue Condominium is a part of a planned unit development (PUD) to be known as Union Place ("the project") which has been generally approved under the Somerville Zoning Code, as amended for the project. Under the applicable Somerville Zoning Ordinance and Code, preliminary approval is first required for the entire project and then individual Special Permit approval is processed for each separate phase. The 80 Webster Avenue Condominium portion of the project, has received Special Permit approval (the "Special Permit") and a building permit has been issued. As conditions, circumstances, opportunities and various other factors arise, the exact nature of the future phases of the PUD may well vary. As such, the foregoing is provided for informational and contextual purposes only.

The 80 Webster Avenue Condominium itself is one building that has an address of 80 Webster Avenue and contains forty-six (46) Units, six or seven of which are so-called income restricted units to meet certain requirements of the PUD.

Clark, Hunt, Ahearn & Embrey
55 Cambridge Parkway
Cambridge, MA 02142

Plan # 458 of 2009

78-80 Webster Ave
Somerville, MA

2. DESCRIPTION OF THE LAND:

The land portion of the 80 Webster Avenue Condominium is particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), which land is subject to and has the benefit of, as the case may be, the easements, encumbrances, restrictions, and appurtenant rights set forth and contained in said Exhibit A.

3. DESCRIPTION OF BUILDING:

The description of the building of the Condominium (the "Building") stating the number of stories, the number of Units, and the principal materials of which they are constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES:

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

5.1. COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES:

The Condominium will be comprised of one Building, the Land, the constructed common areas and facilities, and the constructed limited common areas and facilities. The Building contains 46 Units at 80 Webster Avenue:

(a) The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements" or "Common Areas And Facilities") comprise and will consist of the Land, together with and subject to all easements, encumbrances, restrictions, and appurtenances described in Exhibit A, all yards, lawns, landscaping, access ways, walkways, sidewalks, driveways, parking areas, retaining walls, irrigation systems and generally all elements, including utilities, without and excluding the Building and the Units and facilities therein and thereon contained and all other items listed as such in Massachusetts General Laws Chapter 183A and located on the Land which are not a Building Limited Common Element or Unit Common Element as described hereinafter;

(1) The foundations, structural elements, columns, beams, studs, joists, supports, exterior walls, and roof of the Building, fire walls, walls between Units, and walls between the common areas and the Units contained within the Building;

(2) All conduits, ducts, pipes, plumbing, wiring, electrical meters, and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit contained within the Building which serve parts of the Building other than the Unit within which such facilities are contained shall be included as building limited common facilities;

(c) Installations of central services to the Building, including all equipment attendant thereto, excluding equipment contained within or servicing a single Unit contained within the Building. Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Owner of the Unit so serviced; and

(d) All other apparatus and installations existing in or on the Building, for common use or necessary or convenient to the existence, maintenance, or safety of the Building, PROVIDED HOWEVER, that certain Units shall have as appurtenant to such Units certain exclusive rights as those rights may be set forth in various paragraphs herein.

5.2. PARKING:

Approval for the project and the Condominium by the City of Somerville includes certain restrictions on parking, which include a prohibition against on-street parking and the use by residents of the Condominium of an off-street parking garage constructed by the Declarant as part of second phase of the project. Each Unit Owner agrees to utilize this parking (or have the Unit's residents utilize the same), have Unit Owner's guests utilize the similarly provided guest parking, and otherwise comply with all restrictions and requirements respecting the parking of vehicles contained herein, in the Declaration of Trust and the Rules and Regulations.

Each Unit Owner (or occupying resident) agrees to rent and utilize at such facility such number of parking spaces as equals the number of vehicles the Unit Owner (or occupying resident) then owns and utilizes; provided, however, that the total number of such spaces that shall be available for usage by residents of the Condominium shall equate to 1 space per studio unit, an average of 1.5 spaces per one and two bedroom unit and two spaces per three bedroom unit as required by the applicable zoning code and, therefore, the Unit Owner (or occupying resident) shall, as necessary, limit the number of vehicles the respective Unit Owner (or occupying resident) owns and utilizes to such number can thereby be accommodated as may be specified by the Trustees in duly adopted rules and regulations.

Each Unit Owner further acknowledges that the Condominium Trustees shall be entitled to impose fines in such amount as the Trustees may determine, but no less than \$100.00 nor more than \$250.00 [subject to increase for any increase in the Consumer Price Index for Greater Boston, *all items*, published by the Department of Labor, or such index as may be substituted therefore (the "Consumer Price Index")] per violation per day or incident, upon any Unit Owner for a violation of the restrictions on parking contained in this Master Deed by such Unit Owner, their family members, guests, invitees, tenants, and such tenants' visitors; that such fines shall be enforceable in the same manner and to the same extent as the Unit Owner's obligation to pay condominium fees; and that no Unit with outstanding parking fines may be sold until such fines are paid.

The rent to be charged for each parking space in the garage (or alternative off-street parking facility) (hereinafter the "parking facility") shall be one hundred twenty-five dollars per month (\$125.00/mth) subject to adjustment upwards by as follows:

(a) a pro-rata share (pro-rata to the number of parking spaces in the parking facility) of any real estate taxes imposed on the parking facility in excess of forty thousand dollars per annum (\$40,000.00/yr) adjusted for the increase in the Consumer Price Index over its level on December 31, 2008.

(b) a pro-rata share of any billing for electricity supplied to the parking facility in excess of eight hundred dollars per month (\$800.00/mo) adjusted for any increase in the Consumer Price Index over its level on December 31, 2008.

(c) the percentage increase in the Consumer Price Index over its level on December 31, 2008.

Such adjustments shall be made on the first anniversary of the issuance of occupancy certificate for the parking facility and on each such anniversary thereafter. Additionally, the base rent may be adjusted upwards by up to twelve and one-half percent (12.5%) on each fifth anniversary of the issuance of the occupancy certificate for the parking facility, such increased base rent to remain subject to the foregoing escalators. Further, on and after the tenth such anniversary the rent may be adjusted annually subject solely to the limitation that such rent shall not exceed the rent charged to third parties for monthly rental of spaces in the parking facility, or if there are no third party rentals, the rates generally charged for comparable parking in the area.

In regard to the enforcement of the restrictions on parking, each resident of the Condominium acknowledges and agrees to the provision to the Trustees by applicable local governmental authorities of any and all information in their

possession and control which reflects the ownership of motor vehicles by such resident.

6.1. DETERMINATION OF PERCENTAGE INTEREST IN COMMON ELEMENTS:

The Owners of each Unit shall be entitled to an undivided interest in the Common Elements and Building Common Elements in the percentages set forth in Exhibit C hereto for such Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all Units on this date. The percentage interests for the Building has been likewise set for that Building. Said common areas and facilities, including those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use as such may be designated in Exhibit C hereto, shall be subject to the provisions of the 80 Webster Avenue Condominium Trust and the By-Laws set forth therein, if any, herein referred to, and the use and maintenance thereof.

6.2. MAINTENANCE AND REPAIR OF EXCLUSIVE EASEMENTS AND RIGHTS OF USE:

The Building Common Elements (other than those subject to exclusive easements and rights of use in favor of any Unit Owner) shall be maintained in good repair by the Trust, but at the sole expense of the Owners of the Units contained within the Building in proportion to the Percentage Interests listed in Exhibit C of the Master Deed. Those Common Areas and Facilities Condominium described hereinbefore, subject to exclusive easements and rights of use appurtenant to the Units, if any, as such may be designated in Exhibit C hereto shall be maintained in good repair by the Trust and the cost thereof shall be a common expense, except that the subject Unit Owner shall reimburse the Trust for the cost of any repairs or damage thereto caused or permitted by such Unit Owner's negligence, misuse, or neglect or the negligence, misuse or neglect of the Unit Owner's family members, guests, invitees and/or tenants.

7. PLANS:

The floor plans of the Building (the "Floor Plans"), certified as required by M.G.L. Chapter 183A, Section 8, showing the layout, location, Unit numbers and dimensions of the Units and other such matters as are required by law, are recorded herewith. There is also recorded herewith a site plan (the "Site Plan") showing the location of the Building and certain improvements.

8. USE OF BUILDING AND UNITS:

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

(a) The Building and each of the Units are intended only for residential purposes or such ancillary purpose permitted by the zoning ordinances of the City of Somerville, including those uses authorized and/or required under the PUD, provided that any so permitted ancillary use does not unreasonably interfere with the quiet enjoyment of another Unit. No such use may be made of such Unit except by the owner thereof or his permitted lessees and the members of their immediate families, or for no more than two persons per bedroom plus one.

9.1 RESTRICTIONS ON THE USE OF UNITS:

Subject to any restrictions to the contrary or which otherwise may now or hereafter be imposed by the Declarant and the City of Somerville under the PUD, which in all cases shall supersede any restrictions created herein, and except as may be otherwise permitted by written instrument duly executed by all of the Trustees, the restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the 80 Webster Avenue Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, HOWEVER, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the 80 Webster Avenue Condominium Trust, hereinafter referred to, which approval, though reasonably conditioned, shall not be unreasonably withheld or delayed and no such work shall add additional bedrooms;

(c) The architectural integrity of the Building, Common Areas, and the Units shall be preserved without modification and, without limiting the generality thereof, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit, Building or Common Element, 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, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit, the Building or the Common Elements nor on the interior surface of any window, further subject to all restrictions stated in the description of land on which the Building are located in Exhibit A attached hereto;

(d) Any designation of or use of common areas or limited common areas, or construction in or on the common areas or limited common areas, for the benefit of one or more Units but not all Units, must, before construction is begun, be duly approved as provided by Section 5 of Chapter 183A, and shall be subject to the same requirements as stated in subparagraph (b) of this Section 9. Notwithstanding the foregoing, with respect to construction in or on any portion of the common areas to which a Unit Owner individually has an exclusive right to use, before construction is begun, such must be consented to in writing by the owner(s) of any Unit(s) directly abutting such common area or whose Unit(s), are directly affected thereby as well as be approved by all of the Trustee(s) in writing, and shall similarly be subject to the requirements of subparagraph (b) of this Section 9. The cost of preparing and recording the appropriate documentation in the case of designation of Limited Common Area or the cost of obtaining written approval of affected Unit Owners and Trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the Unit(s) being benefited;

(e) Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements which they have an exclusive right to use;

(f) No Unit shall be maintained at an ambient temperature of less than forty-five degrees (45°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building;

(g) No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents and occupants;

(h) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein;

(i) No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units;

(j) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the storage area or other area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate;

(k) No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole;

(l) All maintenance and use by Unit Owners of the yards, decks, porches, and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification, whether such is a general Common Element, Building Limited Common Element or Unit Limited Common Element, including in the latter case the plantings in all so-called sitting areas;

(m) No Unit Owner shall alter his Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring buildings. In addition to, and not in limitation of the foregoing, the typical noise and vibration which may be produced by the proper operation of heating/cooling systems shall not be considered a nuisance hereunder;

(n) Unit Owners may keep in their Units, without the approval of the Trustees, dogs, cats, or other household pets, provided that the such pets are not kept, bred, or maintained for any commercial purposes, are not in such number so as to create a nuisance as the Trustees, in their sole discretion, may determine, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Condominium property. The Trustees, in their sole discretion, may require that any pet (including pets owned by Unit Owners at the time of purchase of their Units) causing or creating a nuisance or unreasonable disturbance or noise no longer be kept in the Condominium and shall give written notice to that effect to the Unit Owner of the Unit in which such pet is being kept. Any Unit Owner receiving such notice shall cause such pet to be removed from the Condominium within seven (7) days. In no event, shall any dog or other animals be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or garden plot under any circumstances. In the event that any pet shall deposit any animal waste on any

Common Area, or any Common Area which is the subject of any exclusive easement, the Owner of such pet shall immediately clean up any such waste. The foregoing sentence shall not be construed as permission to any Unit Owner to allow such waste depositing to occur in any area of the Condominium, and such occurrences may be considered a "nuisance" by the Trustees in the application of their authority under the provisions of this Paragraph or as they may otherwise be empowered by the terms of the Master Deed and/or Condominium Trust;

(o) In order to provide for improved sound insulation, any Unit having beneath it another Unit or part thereof, shall provide carpeting (with padding) over two-thirds of the floor area of the Unit located above the lower Unit or part thereof;

(p) Units (except the income restricted Units which shall be subject to deed restrictions on rentals) may be leased or rented , subject to the following conditions:

(i) Any lease, or occupancy agreement, shall:

(1) be in writing and apply to the entire Unit, and not merely a portion thereof; and

(2) be for a term of not less than six (6) months; and

(3) expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most from time to time; and

(4) contain the following notice, in capital letters, double spaced:

"THE APARTMENT UNIT BEING LEASED (RENTED)
UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS
LOCATED IN A CONDOMINIUM BUILDING - NOT A
RENTAL APARTMENT HOUSE. THE CONDOMINIUM
BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS
OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH

AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNER OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NON-COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY

AGREEMENT):" and

(ii) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the Trustees shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

(1) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit at such address as then appears in the records of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law.

(2) If the default continues after such notice and a reasonable period to cure, or if not a continuing default is repeated, then the Trustees shall have the right to: Levy fines against the Owner of the affected Unit in accordance with the provisions of the 80 Webster Avenue Condominium Trust, and/or terminate the tenancy by giving written notice to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both, or the Trustees may first impose such fines and then, if the default continues, give such notice to quit. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.

(3) All of the expenses of the Trustees in giving any notice and/or maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the subject Unit, and such costs and expenses may be enforced and collected as if the same were Common Expenses assessed to the Unit or owed Unit Owner.

(iii) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this section, and

shall, at his own expense, and upon his own initiative furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.

(iv) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners of the event of a subsequent default.

(v) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith its execution.

(vi) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.

(vii) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(viii) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

(ix) Notwithstanding anything to the contrary in this subsection, it is expressly understood and agreed that the provisions of this section shall not apply to the Declarant, nor to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

(q) The limitations on use and restrictions set forth in Sections 8 and 9 shall be for the benefit of the Owners of the Units and the Trustees of 80 Webster Avenue Condominium Trust as the persons in charge of the Common Elements, shall be enforceable by either said Trustees or a Unit Owner, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

9.2. ENFORCEMENT OF CERTAIN RESTRICTIONS:

As noted, various restrictions contained herein are imposed to meet the requirements of the PUD and the Special Permitting for the Condominium. As additionally noted, the Condominium is the fourth phase of the overall project constituting the PUD. Each Unit Owner acknowledges, as such, that the Declarant, or its successors or assigns, has a significant interest in ensuring that all requirements imposed by the PUD and Special Permit are complied with and that the architectural integrity of the Condominium is preserved. Therefore, (i) so long as the Declarant, or its successors or assigns, holds any interest in and/or to any of the parcels of realty, or part thereof, forming a part of the PUD, as it may be amended, altered, modified and/or expanded, the Declarant, its successors or assigns, shall be entitled to enforce any and all restrictions, and/or other provisions in the nature of restrictions, herein contained which are required by the PUD and/or the Special Permit for the Condominium and (ii), notwithstanding any other provision herein contained, the architectural integrity of the Condominium shall not be affected without, in the first instance, the written consent of the Declarant, its successors or assigns, to which end, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit, Building or Common Element, 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, door frames or window frames, shall be made, nor material alteration in the landscaping or exterior appearance of the Building shall be undertaken. In furtherance hereof the Declarant shall be entitled to seek and obtain injunctive relief and to recover, as part thereof, its attorneys fees and costs in so proceeding. Additionally, to ensure compliance with the restrictions on parking contained in Section 5.4 hereof, the Declarant shall be entitled (a) to be reimbursed by the Trust for its costs, if any, in administering said restrictions, which reimbursement shall be a common expense and (b) to impose fines upon residents, guests and invitees, of no less than one hundred dollars (\$100.00), but no more than two hundred fifty dollars (\$250.00), subject to increase for any increase in the Consumer Price Index, for each violation of such restriction (each day of a continuing violation being deemed a separate violation) by such resident, guest or invitee, which fines shall be a personal liability of the person so fined and a lien upon the Unit owned, occupied or visited by such person, which lien shall be enforceable by the Declarant, its successors or assigns, in accordance with Section 6 of Chapter 183A. No Unit upon which such a lien exists shall be sold unless and until the imposed fines have been paid.

In regard to the enforcement of the restrictions on parking, each resident of the Condominium acknowledges and agrees to the provision to the Declarant by applicable local governmental authorities of any and all information in their

possession and control which reflects the ownership of motor vehicles by such resident.

9.3. INCOME RESTRICTED UNITS:

Each Unit Owner acknowledges and by acceptance of a Unit Deed for their respective Unit agrees and accepts that under the Special Permit for the Condominium there must be six (6) or seven (7) income restricted Units. Each Unit Owner also acknowledges and accepts that as a result of the restrictions contained on the ownership of these Units, the percentage undivided interests ascribed to these Units will be lower than other, comparable market price Units and that, therefore, the owners of these Units will pay lower Condominium fees than the owners of comparable, market price Units.

10. AMENDMENTS:

Except as otherwise set for the herein, this Master Deed may be amended by an instrument in writing:

(i) Signed by the Unit Owners entitled to seventy-five (75%) percent of the undivided interests in the Common Elements; and

(ii) Signed and acknowledged by a majority of the Trustees of the 80 Webster Avenue Condominium Trust hereinafter referred to; and

(iii) Duly recorded with the Middlesex South 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 (the signature of a Unit Owner of a Unit sold during this period shall bind the purchaser);

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

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

(d) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is

entitled shall be of any force or effect unless the same has been signed by the Unit Owner of the affected Unit and the mortgagee(s) thereof; 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, as amended, of the General Laws of Massachusetts shall be of any force or effect.

11. MANAGING ENTITY:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the 80 Webster Avenue Condominium Trust, a Trust; an original, executed copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The name and address of the original and present Trustee thereof is David Aposhian, PO Box 436, Somerville, MA 02143. The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

12. UNITS SUBJECT TO MASTER DEED, BY-LAWS, UNIT DEED, AND REGULATIONS:

All present and future Owners, tenants, visitors, servants, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations of the 80 Webster Avenue Condominium, if any, recorded with said Deeds, herewith, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. ENCROACHMENTS:

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

14. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS:

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein or elsewhere in the Building.

15. INVALIDITY:

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

16. WAIVER:

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17. CAPTIONS:

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed or the intent of any provisions hereof.

18. CONFLICTS:

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

19. PROVISIONS FOR THE PROTECTION OF MORTGAGEES(FHLMC/ FNMA PROVISIONS):

Notwithstanding anything in this Master Deed or in the 80 Webster Avenue Condominium Trust ("Condominium Trust") and By-Laws to the contrary, and in any event subject to any greater requirements imposed by Massachusetts General Laws Chapter 183A, the following provisions shall apply for the protection of the holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii).

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to any Unit by foreclosure pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as may be otherwise provided by applicable law.

(d) Except as provided by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be

subordinate to said mortgage. In addition, also except as provided by applicable law, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for common expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter nor shall such foreclosure relieve the foreclosed upon Unit Owner of his personal liability for outstanding assessments;

(f) All taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(g) Except as may be otherwise permitted by applicable law, The Unit Owners and the Trustees shall not be entitled to take the following actions unless the sixty-seven percent (67%) of the First Mortgagees with respect to all of the Units have given their prior written consent thereto:

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities provided that the granting of easements in accordance with applicable law shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either

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

(h) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(i) In no event shall any provisions of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of such Unit and/or the Common Areas and Facilities.

(j) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least two (2) months' estimated common expenses for each Unit to be paid at time of the first conveyance of such Unit which fund shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid by Declarant to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(k) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

(i) written notification from the Trustees of the Condominium Trust of any default of its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect all books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage, or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

(l) Except as are required to comply with requirements of the PUD, and other zoning requirements, no agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

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

The provisions of this Section 19 may not be amended or rescinded without the written consent of all First Mortgagees, with the exception of those amendments necessary to keep this Master Deed or the Condominium Trust in compliance with Chapter 183A or other applicable law or the requirements of any secondary mortgage market agency, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds, in which this Master Deed is recorded in accordance with the requirements of Section 10 hereof.

20. MISCELLANEOUS:

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (c) to bring this Master Deed into compliance with Chapter 183A; or (d) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto, including, but not limited to, the right to file an amended set of floor plans for the Condominium which shall describe the finished, as-built conditions of any Unit not fully completed at the time of recording of this Master Deed. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall pass to the Trustees at such time as the Declarant no longer holds or controls title to a Unit.

21. DECLARANT'S RESERVED RIGHTS.

The Declarant reserves the following rights, until their termination as set forth in Paragraph (h) below, without the consent of any Unit Owners or Unit Mortgagees:

(a) The right to develop and construct the Building and Units to be included therein, and all roads, ways, utilities and other Common Elements on the Land and serving the Condominium; and the Declarant shall also have the right to designate areas of exclusive easements and rights of use in certain portions of the Common Elements for the exclusive use of certain Units in the Condominium and to designate certain storage spaces as Storage Easements as provided herein.

(b) The right and easement to pass and repass over the Land, including the right to store equipment and supplies necessary and convenient for the

construction of Units and improvements. Declarant reserves the right to use all ways, parking areas, walkways and Common Elements on the Land, provided such reserved rights do not materially interfere with access and use of same by the Unit Owners.

(c) The right and easement to lay out, construct, maintain, repair and use utility lines, pipes, conduits and other facilities on the Land and for the benefit of Units and Building, to connect, temporarily or permanently, into such utility lines, pipes, conduits, and all other Common Elements and to use the same in common with other Unit Owners of the Condominium. Such rights shall be exercised in such manner as to not materially interfere with access and use of same by Unit Owners; such rights shall be exercised solely to benefit the Condominium and the Units therein.

(d) The right to subdivide or combine any Units owned by the Declarant, or build additional Units, and to record an amendment to this Master Deed together with an amended Floor Plan or Site Plan showing the revised layouts and boundaries of any Units subdivided or combined or built. Any such amendment shall include Amended Exhibits with revised Proportionate Interest for such Units so subdivided or combined or built, provided, however, that the total revised Proportionate Interests for such Units so subdivided or combined or built shall equal the total Proportionate Interest of such Units prior to such subdivision or combination or construction.

(e) Declarant reserves the right to alter landscaping and fencing in the common areas, to install wood/coal stoves or fireplaces and smokestacks or chimneys serving the same in the common areas and facilities and in any Unit not previously conveyed by Declarant, and to install central air conditioning equipment serving particular Units in the common areas.

(f) The right to use any Units owned by the Declarant as models for display, as offices and/or as storage areas and to lease any such Units, or for any other uses which are permitted by the zoning laws of the City of Somerville.

(g) The right to enter into leases, contracts, covenants and/or agreements on behalf of the Condominium as may be necessary and/or appropriate to comply with the PUD and/or zoning requirements, including, but not limited to agreements and/or leases with regard to parking facilities serving the Condominium and its residents.

(h) The right to remove overplanting from the common area landscaping, it being acknowledged and agreed that the Declarant intentionally overplants upon the creation of the Condominium, to, among other things, ensure a pleasing aesthetic.

(i) The right to record an amendment of the Master Deed to effectuate the rights reserved to Declarant under this Master Deed:

(i) In furtherance of the foregoing, the Declarant shall have the right, without the expressed consent of any Unit Owner or Unit Mortgagee, such consent being deemed given by the acceptance of any Deed and the recording of any mortgage, to execute and to record any amendment of this Master Deed effectuating the reserved rights permitted hereby, to execute and record a Restated Master Deed of the Condominium comprising and consolidating the amendments by which such reserved rights are effectuated, and any other amendments hereto which have been duly made and recorded, which Restated Master Deed shall thereupon supersede this Master Deed and all such amendments and said Restated Master Deed shall thereupon be and constitute the Master Deed of the Condominium as so completed.

(ii) It is expressly understood and agreed that no such amendments shall require signature of any Unit Owner, or any person claiming, by, through, or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry of Deeds shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(iii) In the event that notwithstanding the provisions of this section to the contrary, it shall ever be determined that the signature of any Unit Owner, or Mortgagee other than the Declarant, is required on any such amendment to this Master Deed, then the Declarant and his successors in title (including, without limitation, mortgagees in possession and purchasers at foreclosure or by deed in lieu of foreclosure) shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, and their respective Mortgagee, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner and Mortgagee; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, and each Mortgagee, by the recording of its mortgage constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium and their Mortgagees.


(iv) All of the Declarant's rights and interest under and pursuant to this Master Deed shall inure to the benefit of the Declarant and the Declarant's successors, assignees or nominees including without limitation any holder of a mortgage on the Declarant's interest in the Condominium, or any subsequent title holder claiming by, through or under any such mortgage through foreclosure, or deed in lieu thereof or otherwise.

(h) The foregoing reserved rights shall terminate upon the first to occur of the sale of the last provided for Unit in the Condominium owned by the Declarant, or fifteen (15) years from the date of recording of this Master Deed, or the recording of an instrument duly executed by the Declarant relinquishing such rights.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, David Aposhian, Trustee of the 70-80 Webster Avenue Trust, has caused this Master Deed to be duly executed, sealed and delivered on this 23 day of July, 2009.

70-80 Webster Avenue Trust

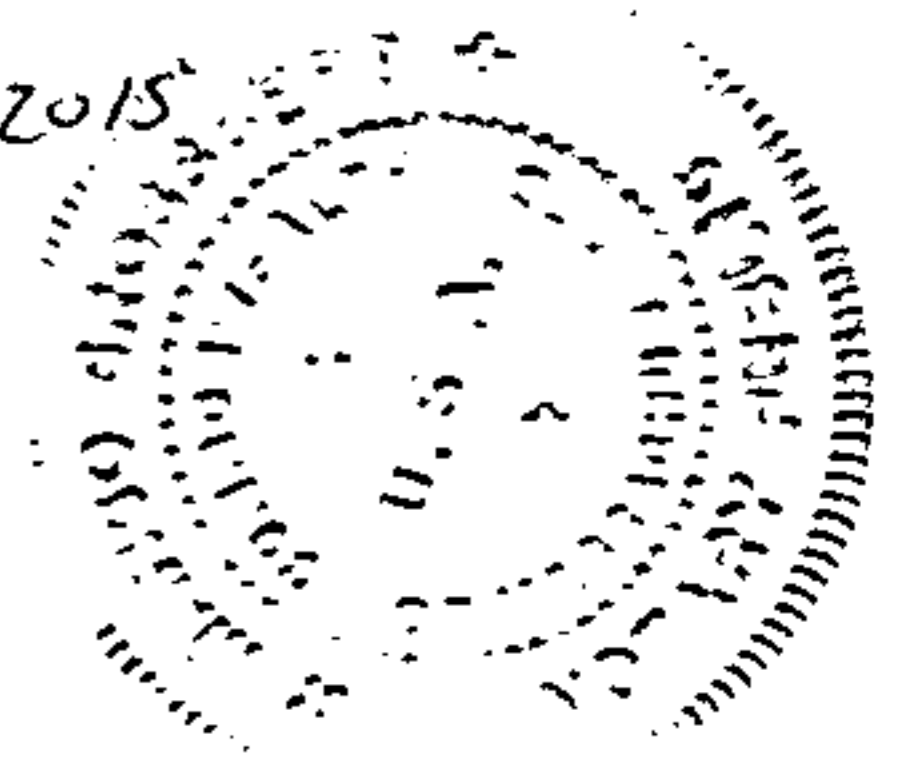
By: 
David Aposhian, Trustee

COMMONWEALTH OF MASSACHUSETTS, Middlesex County ss:

On this 23 day of July, 2009, before me, the undersigned notary public, personally appeared David Aposhian, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.


Notary Public:

My Commission expires: April 9, 2015



**EXHIBIT A
MASTER DEED
80 WEBSTER AVENUE CONDOMINIUM**

PARCEL I

A certain parcel of land with the buildings thereon, situate in Somerville, in the County of Middlesex and Commonwealth of Massachusetts, and now numbered 70-72 Webster Avenue, being Lots 11 & 12 on a plan recorded with Middlesex South District Registry of Deeds, Book 727, Page 117, and together bounded and described as follows:

- WESTERLY by Webster Avenue, sixty (60) feet;
- NORTHERLY by Beach Avenue, fifty-five (55) feet;
- EASTERLY by Lot 10 on said plan, fifty-three and 80/100 (53.80) feet;
and
- SOUTHERLY by land now or late of Brown, forty-six (46) feet;

Containing according to said plan 2860 square feet of land.

PARCEL II

- WESTERLY by Webster Avenue, forty-nine and 68/100 (49.68) feet;
- NORTHERLY by lands now or formerly of Bridget Coakley, of Mary Greeley and of John P. Fallon, one hundred eight and 64/100 (108.64) feet;
- EASTERLY by land now or formerly of Dora Spector, fifty-two and 50/100 (52.50) feet; and
- SOUTHERLY by land now or formerly of Edward J. Dorney et al, one hundred eight and 64/100 (108.64) feet.

All of said boundaries are determined by the Court to be located as shown on a plan as modified and approved by the Court filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 77, Page 485, with Certificate 12240. (Plan No. 7538A).

PARCEL III

Two certain parcels of land with the building thereon, situated in Somerville, in the County of Middlesex and Commonwealth of Massachusetts, together bounded and described as follows:

Beginning at the point where the Easterly side of Webster Avenue and the Northerly side of Columbia Court join,

WESTERLY by Webster Avenue, sixty (60) feet more or less;

NORTHERLY by a parcel of registered land shown on a plan numbered 7538A, filed with the Land Court Section of said Registry of Deeds, with Certificate of Title No. 12240, in Registration Book 77, Page 485, one hundred eight and 64/100 (108.64) feet;

EASTERLY by lands now of the Rubin Realty Trust, seventy-eight and 75/100 feet (78.75) feet more or less; and

SOUTHERLY by Columbia Court, so called, one hundred nine and 47/100 (109.47) feet more or less.

Included in this conveyance, is all of the Grantor's right, title and interest in and to said Columbia Court, if any.

Being the same premises conveyed to Grantor by Deed dated July 1, 1997 and recorded with Middlesex South District Registry of Deeds at Book 27445, Page 471, and with the Land Registration Office of the Middlesex South Registry of Deeds as Document No. 1035333, with Certificate 208705.

All of the above premises are subject to and have the benefit of easements, covenants, agreements, and restrictions of record, if any, insofar as the same are in force and applicable, including, but not limited to Party Wall Agreement dated September 30, 2005, recorded with said Deeds, Book 47174, Page 449, and Easement dated June 15, 2009, recorded with said Deeds, Book 53057, Page 576.

NOTE: See Notice of Voluntary Withdrawal recorded with said Deeds, Book 47840, Page 224 concerning Parcel II and Parcel III.

**EXHIBIT B
MASTER DEED
80 WEBSTER AVENUE CONDOMINIUM**

The building comprising the 80 Webster Avenue Condominium is of wood frame and sheetrock construction. It consists of and is known and numbered 78-80 Webster Avenue, Somerville, Massachusetts.

The building is 4 stories in height with a mezzanine level. The exterior of the building is cementitious siding with wood, plastic and cementitious board trim. The foundation of the building is poured concrete foundation. The roof of the building is rubber membrane.

Interior wall surfaces of the building are of sheetrock and plaster. The plumbing is of copper, steel, and pvc. All Units are served by a single gas-fired circulating hot water heating/hot water system. Each Unit is served by a separate air conditioning systems.

The building has 46 Units.

**EXHIBIT C
MASTER DEED
80 WEBSTER AVENUE CONDOMINIUM**

UNIT NUMBER	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA IN SQ. FT.	PERCENTAGE INTEREST IN COMMON ELEMENTS
-------------	----------	-----------------	-----------------------------	--

GROUND FLOOR:

1A*	Ground Floor	4	1108	0.92%
1C	Ground Floor	2	568	1.60%
1D	Ground Floor	3	683	1.92%
1E	Ground Floor	2	501	1.47%
1F*	Ground Floor	3	631	1.24%
1G	Ground Floor	3	771	2.17%
1H	Ground Floor	3	631	1.85%
IJ	Ground Floor	2	410	1.28%
1K	Ground Floor	3	690	1.98%
1L*	Ground Floor	5	1252	1.09%

SECOND FLOOR:

2A	Second Floor	4	1113	3.07%
2B	Second Floor	3	629	1.92%
2C	Second Floor	3	776	2.23%
2D	Second Floor	3	739	2.11%

2E	Second Floor	4	1060	3.00%
2F	Second Floor	3	642	1.92%
2G	Second Floor	3	774	2.23%
2H	Second Floor	3	716	2.04%
2J*	Second Floor	2	429	1.22%
2K*	Second Floor	3	685	1.22%
2L	Second Floor	4	1111	2.94%
2M*	Second Floor	2	434	1.22%

THIRD FLOOR:

3A	Third Floor	4	1114	3.13%
3B	Third Floor	3	630	1.98%
3C	Third Floor	3	779	2.23%
3D	Third Floor	3	740	2.17%
3E	Third Floor	4	1060	3.00%
3F	Third Floor	3	642	2.04%
3G	Third Floor	3	775	2.30%
3H	Third Floor	3	717	2.04%
3J	Third Floor	2	428	1.40%
3K	Third Floor	3	686	2.11%
3L	Third Floor	4	1112	3.13%
3M*	Third Floor	2	434	1.22%

FOURTH FLOOR/MEZZANINE:

4A	Fourth Floor/ Mezzanine	5	1425**	3.70%
4B	Fourth Floor/ Mezzanine	4	898**	2.49%
4C	Fourth Floor/ Mezzanine	4	1040**	2.94%
4D	Fourth Floor/ Mezzanine	4	1019**	2.81%
4E	Fourth Floor/ Mezzanine	5	1447**	3.70%
4F	Fourth Floor/ Mezzanine	4	888**	2.55%
4G	Fourth Floor/ Mezzanine	4	1059**	3.13%
4H	Fourth Floor	3	714	2.11%
4J	Fourth Floor	2	429	1.40%
4K	Fourth Floor/ Mezzanine	4	952**	2.68%
4L	Fourth Floor/ Mezzanine	5	1458**	3.70%
4M	Fourth Floor	2	433	1.40%

* Affordable Units

** Includes Mezzanine approximate square footage

NOTE: The number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, basement spaces, garage spaces, parking spaces, or attic space, or stairs, if any, which are a part of a Unit.

COMMON AREA ACCESS AND UNIT BOUNDARIES FOR 80 WEBSTER AVENUE CONDOMNIUM:

Each Unit has immediate access to an exclusive use common area hall from the entry of each Unit.

The boundaries of all Units with respect to floors, ceilings, interior building walls, doors and windows, exterior building walls are as follows:

1. **FLOORS:** The plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab.
2. **CEILINGS:** The plane of the lower surface of the ceiling joists or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
3. **INTERIOR BUILDING WALLS BETWEEN UNITS AND BETWEEN UNITS AND COMMON AREAS:** The plane of the interior surface of the wall furrings or studs, or the plane of the surface facing such Unit of the masonry or cement when masonry or cement is the finished material.
4. **DOORS AND WINDOWS:** The plane of the exterior surface of doors and the exterior surface of window glass and the interior surface of the window frames. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of doors serving the Unit and window glass in Unit windows.
5. **EXTERIOR BUILDING WALLS:** The plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.

EXCLUSIVE EASEMENTS AND RIGHTS OF USE

1. The Unit Owners and Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the Building or Units for the purpose of accessing heating, hot water, air-conditioning, and other equipment for the various Units and utilities which may service the Building or the Units. Further, the Unit Owners and Trustees, shall have the easement and right to pass and repass over any stairway which is considered a part of any Unit, or stairway or deck which is the subject of any exclusive easement and right of use in favor of any Unit Owner in the event any emergency shall necessitate such passage.

2. The Owners of Units 4A, 4B, 4C, 4D, 4E, 4F, 4G 4K, 4L, shall each have the exclusive easement and right to use the deck area shown as adjacent to and appurtenant to each respective Unit as shown on the Plans of the Condominium recorded with the Master Deed.

Notwithstanding the provisions of Section 6. "MAINTENANCE AND REPAIR OF EXCLUSIVE EASEMENTS AND RIGHTS OF USE" to the contrary, repair, maintenance, and replacement of the roof below any deck so constructed shall be a common expense; provided, however, that the Owners of Units 4A, 4B, 4C, 4D, 4E, 4F, 4G 4K, 4L shall be liable for and shall bear the cost of repair of that section of the roof located below the roof deck or skylight, to the extent such roof repair is caused by accelerated depreciation of or damage to the roof as a result of the use of the roof deck or skylight installation. Under any circumstances, in the event the roof requires repair, maintenance, or replacement, the Owners of Units 4A, 4B, 4C, 4D, 4E, 4F, 4G 4K, 4L shall be responsible for and shall bear the cost of disassembly of the roof deck and re-assembly of the roof deck following any roof repair, maintenance, or replacement, which requires removal of the roof deck.

There are gates located in various fence sections dividing the deck areas, as shown on the Plans of the Condominium recorded herewith. The gates are to provide emergency access and egress to and from the respective yard areas and should not be locked. No Unit Owner shall make use of the gates in order to access any other deck area, provided however, that Unit Owners and Trustees shall have the right to pass and repass through such gates and over such decks in the event any emergency or necessity shall require such passage.

3. Declarant reserves to Declarant and its successors and assigns the exclusive easements and rights of use for the storage spaces located on the first floor and basement of the Building, shown on the Plans of the Condominium recorded herewith, while the Declarant, its successors and assigns, owns any Unit in the 80 Webster Avenue Condominium or until such are assigned as herein provided, whichever first occurs. The Declarant, its successors and assigns, may assign exclusive easements and rights to use such storage spaces only to Unit Owners of the 80 Webster Avenue Condominium. In the event that Declarant or its successors and assigns shall convey any exclusive easement and right of use for any storage space to any Unit Owner, such easement and right of use shall thereafter be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit, provided, however, that notwithstanding the foregoing, a Unit Owner may convey such Owner's exclusive easement and right of use to another Unit Owner of the 80 Webster Avenue Condominium, the effect of which shall be that at all times the exclusive easement and right to use said storage spaces shall be held by Unit Owners of the 80 Webster Avenue Condominium; further, no Unit Owner may lease such

Owner's exclusive easement and right to use such storage space(s) unless such lease is to another Unit Owner of the 80 Webster Avenue Condominium, or to a tenant occupying any such Unit or part thereof.

Notwithstanding the foregoing, Declarant reserves to Declarant the right to assign or convey exclusive easements and rights of use for the storage spaces, shown on the Plans of the Condominium recorded herewith, to any individual or entity whether or not such individual or entity is a Unit Owner in the Condominium. Such individual or entity may rent or license the exclusive easement and right of use for any such storage space to any individual or entity, whether or not such individual or entity is a Unit Owner or tenant in the Condominium. Any rental charge or fee charged or collected shall be the property of the Declarant or the grantee or assignee of such storage space under the provisions of this subparagraph.

[I:condo/80 Webster.MD]