

D23

6 CUSHING STREET CONDOMINIUM



2005 00227270

Bk: 46273 Pg: 85 Doc: MD
Page: 1 of 23 10/13/2005 02:09 PM

Master Deed

Stephen S. Clark, Esq.
General Counsel
RCG LLC
17 Ivaloo Street, Suite 100
Somerville, MA 02143

SEE PLAN NO. 1404 OF 3005

**CONDOMINIUM MASTER DEED
6 CUSHING STREET CONDOMINIUM
6 CUSHING STREET
WALTHAM, MASSACHUSETTS**

(a) Creation of Condominium

The undersigned, Alex M. Steinbergh, Trustee of 376-390 Moody Street Realty Trust, a Massachusetts nominee trust u/d/t dated June 27, 2000 and recorded with the Southern Middlesex District Registry of Deeds at Book 31545, Page 418, having a principal place of business at c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, MA 02143, (the "Declarant"), being the sole owner of the land with the building thereon with the post office address of 6-16 Cushing Street and 376-390 Moody Street, Waltham, Middlesex County, Massachusetts 02154, described on Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A (the "Act"), and does hereby state it proposes to create, and does hereby create, a condominium (the "Condominium") with respect to the Subject Property, to be governed by and subject to the provisions of the Act.

(b) Description of Land

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Land") together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending three (3) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all buildings, for the purpose of any phase for (a) satisfying any special permit or variance requirement for the City of Waltham and (b) installing cable television lines and utilities serving the Units and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install cable television lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium building, including, but not limited to, the storage bins.

(c) **Description of Building**

There is one building ("Building") on the Land at 6-16 Cushing Street and 376-390 Moody Street. The Building is described on Exhibit B, which is attached hereto and is hereby incorporated herein by reference and made a part hereof. The building contains one (1) basement level and three (3) floors. The Building contains six (6) residential units and three (3) commercial units. The Building is a wood frame and masonry building. The interior walls are drywall. The roof is a continuous EPDM membrane roofing system.

(d) **Description of Units, Storage Bins, Heating and Cooling Systems, Water and Sewer Charges and Residential Hallways.**

The designation of each Unit, and a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

I. Unit Boundaries

The Declarant reserves the easement and right to change the number, size, location, and configuration of Units at any time and from time to time as set forth in section (n) hereof. The boundaries of each of the Residential Units with respect to the floors, ceilings, and walls thereof are as follows:

- (i) Floors: The upper surface of the sub-flooring;
- (ii) Ceilings: Plane of the lower surface of the wood structure supporting the floor above or the roof structure, as the case may be.
- (iii) Exterior Walls without Windows or Glazing: The exterior surface of the exterior wall.
- (iv) Interior Walls: The centerline of the wall between Units and between Units and the common areas and facilities.
- (v) Exterior Walls Consisting in Whole or in Part of Windows, Glazed Doors or other Glazing Area: An imaginary line along the entire wall defined by the vertical plane of the outside face of the glass. If any part of a wall contains a window or glazing area, however small such window or glazing area may be in relation to the area of the wall in which it is located, the boundary is nevertheless the imaginary line set forth in the preceding sentence. Notwithstanding the boundary definition in the two preceding sentences, the Unit Owner shall be responsible for the maintenance, repair and replacement of all windows, glazed doors and other glazing areas, and

unglazed doors, in interior and exterior walls of the Unit including but not limited to those which open from the Unit.

- (vi) Pipe Chases, Shafts or Other Enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase, shaft or other enclosure which serve more than one Unit are a part of the common areas and facilities.

II. Storage Bins.

Storage bins are located in the basement of the Subject Property. Storage bins shall be assigned by the Trustees of the 6 Cushing Street Condominium Trust for the use by residential unit owners so that each unit owner shall at all times have the license to use one storage unit. The said Trustees may, in their sole discretion reassign storage bins and no unit owner shall have the exclusive right to use a storage bin except as assigned and licensed hereunder from time to time by the said Trustees. Storage bins shall be used solely for storage of normal and customary household items. No hazardous or flammable substances shall be stored in storage bins.

III. Heating and Cooling Systems.

Each Unit in the Building is heated by means of a separate Unit controlled gas fired (heating and electric air conditioning system. Compressors for each unit are located on the roof.

Hot water for all units is supplied by a gas fired hot water heater located in the Units.

Each Unit Owner shall be responsible for (a) the cost of heating and cooling his Unit as established by sub-metering, (b) the maintenance, operation, repair, and replacement of, and electricity required to operate (x) the Unit HVAC System, including all portions of the same whether located within or without the Unit, (y) the hot water heater in his Unit or in the basement, and (z) all pipes, wires, controls, conduits, and equipment appurtenant to the foregoing, whether located within or without the Unit.

The Trustees shall be responsible for the maintenance, operation, repair and replacement of the heating and cooling systems that serve areas of the Buildings other than Units.

Each Unit Owner shall keep his Unit heated to a temperature of not less than 50 degrees Fahrenheit to avoid the possibility that pipes will freeze.

IV. Residential Hallways.

Notwithstanding any other provision of this Master Deed or the Act to the contrary, only title holders to Residential Units shall be responsible for payment of all costs of maintenance, electricity and repairs and improvements to the residential hallways and residential entryways.

V. Water and Sewer Expenses.

Notwithstanding any other provision of this Master Deed or the Act to the contrary, the Trustees are hereby authorized to measure the actual water usage and sewer expense of the various Residential and Commercial Units and may require payment of water and sewage expenses based upon the actual use by a Unit Owner.

(e) **Description of Common Areas and Facilities and The Proportionate Interest of Each Unit Therein**

The common areas and facilities of the Condominium (the "common areas and facilities") consists of the Land as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the Building as described in paragraph (c) ("Description of Building") of this Master Deed, other than the Units described on Exhibit C hereto.

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (i) The Land described in paragraph (b) ("Description of Land") of this Master Deed;
- (ii) The foundations and footings of the Building and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor, ceiling and roof beams and joists, exterior walls other than exterior walls of Units, and any interior load bearing walls, the sub-flooring below the upper surface thereof, elevators and all apparatus, controls, and wiring appurtenant thereto, roofs, Building entrances and exits, and all structural portions of the Building, stairwells, corridors (other than stairwells and corridors located entirely within a Unit), and electrical closets (other than electrical closets located entirely within a Unit). Notwithstanding anything to the contrary in this Master Deed, exterior walls of Units shall be a part of such Unit, and not a part of the common areas and facilities.
- (iii) Installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single Unit, whether located in whole or in part within, or without such Unit, are a part of the Unit, which it services and is not a part of the common areas and facilities. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;
- (iv) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for

the furnishing of utility services or waste removal and vents which are contained in portions of the Building outside of the Units and which serve the common areas and facilities and/or two or more Units, and all installations outside the Units for services such as lights, power, emergency generator (if any), telephone, water, and sanitary sewer drainage and which serve the common areas and facilities and/or two or more Units. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;

- (v) Except as set forth in Section (d) III, all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, which are located within the Units, but which service more than one Unit;
- (vi) Exterior lighting devices and wires and poles serving the same;
- (vii) The entrance foyers, electrical room and emergency electrical room, telephone room, sprinkler room, mail boxes, and janitor closet, if any;
- (viii) All other portions of the Subject Property and listed as common areas in the Act, except for the Units described on Exhibit C hereto. The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) **Master Plans**

A set of the floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to the Act, have been recorded simultaneously with the recording of this Master Deed. A site plan showing the footprint of the Buildings has also been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

(g) **Use of Units**

- I. The residential Units (Units 1,2,3,4,5 and 6) are intended only for residential purposes; provided, however, that any of the Units may also be used as an office/studio but only (x) accessory to such residential use of such Unit or accessory to the residential use of another Unit in the Condominium owned by the same Unit Owner, and (y) only if and to the extent such accessory office/studio use is permitted by applicable zoning laws and (z) no one shall be employed in

such office/studio except residents of the Unit, no clients or business invitees shall be permitted to visit such office/studio, and there shall be no signs in connection with such office/studio use.

All commercial Units (Units 376, 380 and 386-390) may be used for any commercial purpose allowed by the Zoning By-laws of the City of Waltham. The Owner of Unit 386-390 shall have the right to unilaterally amend this Master Deed at any time and from time to time to divide Unit 386-390 into two commercial units (Unit 386 and Unit 390) provided that (a) contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at said Unit Owner's expense showing the new units created, and (b) the interest in the common areas and facilities of the Condominium appurtenant to the newly created commercial units shall total, in the aggregate, the same percentage as was appurtenant to Unit 386-390 hereunder from which the newly created commercial units were divided. The Owner of Unit 386-390 shall alter or construct at its/their expense, any common areas and facilities necessary to provide access and utility service to and from Unit 386-390 being divided or altered as set forth in section n below.

- II. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
- III. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto; and
- IV. Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees, have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees, may use one or more unsold Units for sales offices, models, and other purposes, and may rent, lease or license Units.
- V. Ordinary domestic pets and animals may be kept by any residential Unit Owner. No such pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a leash. The Unit Owner or person walking such pet or animal shall immediately clean up any and all droppings for which his pet or animal is responsible in or about the Condominium, including, without limitation, the sidewalks and exterior landscapes. Any Unit Owner keeping a pet or animal in violation of the foregoing, or which causes any damage to or requires cleanup of any Unit (other than the Unit of the owner of such pet or animal) or the common the areas and facilities or which is offensive or causes or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, cleanup

and/or elimination of such disturbance or nuisance. After due notice and hearing in accordance with Section 33 of the By-Laws of the Condominium Trust, the Trustees may require any Unit Owner to permanently remove any pet which has habitually been guilty of annoying or harassing any Unit Owner or occupant. The Trustees shall assess to such Unit Owner all costs of enforcement and until paid the same shall constitute a lien against the Unit of such Unit Owner pursuant to the provisions hereof and Section 6 of the Act.

(h) Amendment of Master Deed

- I. Except as set forth in Section (g) II hereof, this Master Deed may be amended by (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the undivided interests in the common areas and facilities, and (ii) the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the first sentence of this paragraph, is duly recorded in the Middlesex South Registry of Deeds, provided, however, that:
- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Southern Essex District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place; and
 - (ii) The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, as expressed in an amended Master Deed duly recorded; and
 - (iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the Units so altered; and No instrument of amendment that alters the rights of the Declarant, or the rights of the owners or easements for the exclusive use of storage bins, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, and the owners of

easements for the exclusive use of storage bins, respectively; and

- (iv) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Act shall be of any force or effect.

II. Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(i) **Condominium Unit Owners' Association**

The name of the Condominium Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 6 Cushing Street Condominium Trust under Declaration of Trust of even date to be recorded herewith. The initial address of the Trust is c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, Massachusetts 02143. Subsequent to the expiration of the term of the Initial Board, the address of the Trust will be 6 Cushing Street Condominium, 6 Cushing Street, Waltham, Massachusetts 02154. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The names and address of the initial Trustees of said Condominium Trust and their term of office are as follows:

R. Stanley Bowden and Alex M. Steinbergh, c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, Massachusetts 02143.

Term: As set forth in Section 3 of the Declaration of Trust of 6 CUSHING STREET CONDOMINIUM TRUST.

The Trustees have enacted By-Laws pursuant to the Act, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium

The Condominium hereby established shall be known as "6 Cushing Street Condominium".

(k) Encroachments

If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Buildings, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, or (4) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Buildings stand.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other Units and located in a Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees shall have a right of access to each Unit and Storage Bin to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the Buildings. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(m) Wires Located Outside of Units

Each Unit Owner shall have an easement in common with the owners of other Units to use all wires (including but not limited to those appurtenant to cable television, telephones, and security systems) installed by the Declarant and located in the other Units and in portions of the common areas and facilities and serving his Unit. Each Unit Owner shall be subject to an easement in favor of the owners of the other Units, and of the Trustees, to use all wires (including but not limited to those appurtenant to cable television, telephones, and security systems) serving other Units or the common areas and facilities in such Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees shall have a right of access to each Unit and Storage Bin, to inspect

the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the Building. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(n) **Creation of Contiguous Units; Certain Changes**

I. Contiguous Units.

In the event that at any time or from time to time two (2) or more contiguously located Units (whether such Units are contiguous vertically or horizontally) are in common ownership and if the owner of such Units (hereinafter called the "Contiguous Owner") desires to cut an opening, or openings between such Units in order to physically connect such Units in a so-called contiguous or duplex arrangement, the following procedure shall apply:

- (i) The Contiguous Owner shall send written notice to the Trustees of his intention to so physically connect such Units and such notice shall be accompanied by i) detailed plans and specifications showing the proposed work (the "Plans") drawn by an architect registered in Massachusetts, and ii) a written statement by such registered architect that such work will not impair the structural integrity of the Buildings, and iii) a written agreement under which the Contiguous Owner obligates himself to the other Unit Owners and to the Trustees to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the Buildings or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities and that all bills for labor and materials will be promptly paid by the Contiguous Owner, and that the Contiguous Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Contiguous Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees may engage to advise them as to any aspect of such work (provided that the Trustees may, but shall not be obligated to engage an architect to so advise them), and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this Section (n). The Contiguous Owner shall secure all necessary permits prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an amount not less than one million (\$1,000,000.00) dollars, or such higher amount as may reasonably be required by the Trustees, such insurance naming the Condominium Trust as additional insured, and deliver to the Trustees evidence of such insurance coverage and proof of payment of the

premium therefor prior to the commencement of the work. The work shall be performed in such manner as to minimize disturbances to other Unit owners and occupants.

- (ii) No such work shall commence unless and until the Trustees shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the Building, or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and Plans and with this Section (n) of this Master Deed.

- (iii) At the completion of the work, the Contiguous Owner shall notify the Trustees, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and in accordance with the Plans, and that the performance of such work has not impaired the structural integrity of the Buildings or adversely affected pipes, wires, risers or utilities which are part of the common areas and facilities. During such time as the Units are physically connected, the Contiguous Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the common areas and facilities which separated such Units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined into a contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such contiguous arrangement by following the procedure set forth hereinabove in this Section (n) of this Master Deed, and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such contiguous arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section (n) of this Master Deed. If a Unit Owner physically connects (or disconnects) Units, which he owns in a contiguous arrangement as set forth above, the Trustees shall unilaterally amend this Master Deed, but only to reflect the creation (or reversal) of such contiguous arrangement. Such amendment

shall be accompanied by a plan prepared and certified in accordance with the Act. The cost of all such amendments, including the preparation of plans, shall be borne solely by the Unit Owner who connected (or disconnected) his Units.

II. Certain Changes.

In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master Deed at any time and from time to time to change the number, size, location, and configuration of Residential Units at any time and from time to time, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units in a so-called Contiguous arrangement, to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, and to subdivide and separate Units, without complying with the provisions of subsection (a) hereof. The Declarant will make no unilateral change in a Unit after it has been conveyed to a third party.

III. Consent.

Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section (n) including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section (n) and the right of the Owner of Unit 386-390 to subdivide such Unit as set forth in section g above, without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section (n), each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the City of Waltham which the Declarant may seek to effectuate the purpose of this Section (n), and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section (n).

IV. Non Load-Bearing Partitions.

Any Unit Owner shall have the right to move, demolish, or alter an interior non

load-bearing partition in his Unit, provided that such Unit Owner follows the same procedure as set forth in subsection I, (i), (ii) and (iii) of this Section (n). No Unit Owner shall move, alter or affect any structural or load bearing wall or member.

(o) **All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust**

All present and future owners, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit deed, the Declaration of Trust of the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit deed, and the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof. Nothing in this Section shall be deemed to change or modify the provisions of section (g)II hereof.

(p) **Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.**

Reference is hereby made to Section 32 of the By-Laws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

(q) **Assignability**

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, including, but not limited to the easements, rights and powers reserved in Section (n) may be conveyed and assigned by the Declarant and its successors and assigns, absolutely or as security, as appurtenant rights and powers, or to be held in gross, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, provided, however, that if such assignee is an institutional mortgagee such mortgagee shall only be bound by such obligations of the Declarant to the extent that such mortgagee expressly assumes such in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which

such mortgagee is the Declarant's successor-in-interest. A purchaser of one or more Units which constitute less than all of the Units then owned by the Declarant shall not be deemed the "successor or assign" of the Declarant for purposes of this Section (r) except as to the specific Unit(s) unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section (r) and unambiguously states that the grantee shall be deemed the successor and assign of the Declarant and such instrument is recorded in the Southern Middlesex District Registry of Deeds.

(r) **Invalidity**

The invalidity of any provision 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 provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(s) **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 that may occur.

(t) **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.

(u) **Conflicts**

This Master Deed is set forth to comply with the requirements of the Act. In case any of the provisions stated above conflict with the provisions of the Act, the provisions of the Act shall control.

(v) **Non-Recourse**

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, partners (or their constituent partners) or any director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

(w) Parking Spaces: Easements in Gross

- (i) There are twenty-nine (29) Parking Spaces (collectively, the "Parking Spaces", individually, a "Parking Space"). The Parking Spaces shall be a part of the common areas and facilities. However, notwithstanding anything to the contrary in the Master Deed, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the exclusive right and easement from time to time to sell and convey easements for the exclusive use of a Parking Space (collectively, the "Parking Easements"; individually, a "Parking Easement"), whether to Unit Owners or to third parties. The Declarant may sell and convey Parking Easements to anyone whomsoever (whether or not a Unit Owner) for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the easement and right to grant Parking Easements either in Unit deeds, or by separate instruments. The Declarant reserves the right to permit parking in the Parking Spaces by sales personnel and visitors, and to use, rent, license or lease Parking Spaces. Any Parking Easements which have not been conveyed by the Declarant, whether prior to or subsequent to the conveyance of the last Unit to be conveyed by the Declarant, shall be deemed to continue to be owned by the Declarant as easements in gross until such time, if at all, as the Declarant expressly conveys the same.

The Trustees shall maintain (including but not limited to the removal of snow and ice), and repair all parking spaces and exterior paved surfaces on the Land, as part of the Condominium Parking budget.

- (ii) The Trustees shall annually, in advance, estimate the cost of such maintenance and repair of the parking spaces, and shall bill one twenty-ninth (1/29) of that amount (a "Parking Charge") to each owner of a parking space (a "Parking Owner"). Each Parking Owner, by acceptance of a deed for a Parking Easement (whether or not it is expressed in such a deed) shall be deemed to covenant and agree with the Trustees, and all of the other owners of Units and all of the other owners of Parking Easements, as a personal obligation, to pay all Parking Charges together with a late fee of fifty (\$50.00) dollars if the amount of the Parking Charge is not received by the Trustees by the fifteenth (15th) day of the month in which the same was due, and all costs of collection (including but not limited to reasonable attorneys' fees), suit and foreclosure, and all such charges and assessments shall be the personal liability of such Parking Owner and shall be a charge and a continuing lien on the Parking Space Easement owned by such Parking Unit Owner, in favor of the owners of other Units and the owners of the other Parking Easements, enforceable by the Trust on behalf of said other Unit Owners and other owners of Parking Easements in the manner provided by Section 6 of the Act, and in any other lawful manner. In addition, in the event of non-payment of late payment of Parking Charges for thirty (30) days or more, the Trustees shall have the right, as an additional remedy, to suspend the parking privileges of the delinquent Parking Owner. In addition, any delinquent Parking

Charge owed by any Unit Owner shall be a lien on his Unit enforceable under the provisions of Section 6 of the Act.

- (iii) Parking Easements may not be used for any purpose except the parking of vehicles. Storage shall not be permitted in Parking Spaces. Boats, trailers, unregistered vehicles, or inoperable vehicles shall not be parked in parking spaces or elsewhere on the Land.
- (iv) When conveyed to a Unit Owner (whether in a Unit deed or otherwise), a Parking Easement shall be deemed to be appurtenant to the Unit owned by such Unit Owner, but any Unit Owner who acquires a Parking Easement (whether in his Unit deed or otherwise) shall have the right to freely convey such easement independent of the Unit but only to the Owner of a Unit in the Condominium. A Parking Easement which has been conveyed to a Unit Owner, and which such Unit Owner has not conveyed to another Unit Owner prior to his execution and delivery of a deed of his Unit shall be deemed to be conveyed with such Unit as an appurtenance to such Unit, but any Unit Owner shall have the right to convey such easement in accordance with the provisions of this Section. The provisions of this clause (iii) shall not derogate from the rights of the Declarant under the provisions of clause (i) of this section.
- (v) In the event that the Subject Property is removed from the provisions of the Act, all Parking Easements shall be deemed extinguished as of the date such removal becomes effective. If fire, other casualty or eminent domain was the reason for such removal, the Owners of such easements shall be entitled to insurance and/or eminent domain proceeds attributable to such easements. Except for the responsibility to maintain and repair which shall be set forth hereinabove, the Owner of a Parking Easement shall bear all risks, including theft and vandalism, with respect to such Parking Easement and any vehicle parked on the Parking Spaces, and shall carry appropriate insurance (including liability insurance) with respect to such Parking Easement. Each Owner of a Parking Easement hereby releases the Condominium Trust from any liability in connection with his use of a Parking Easement and in connection with the parking of a vehicle on a Parking Space, except for the negligence or willful act of the Condominium Trust or its agents, and employees.

EXECUTED as an instrument under seal at Somerville, Middlesex County, Massachusetts this _____ day of October, 2005.

Signed and sealed in the presence

376-390 Moody Street Realty Trust

[Signature]
Witness

By: Alex M Steinbergh Tr.
Alex M. Steinbergh, Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 6, 2005

On this 6th day of October, 2005, before me, the undersigned notary public, personally appeared the above-named Alex M. Steinbergh, Trustee of 376-390 Moody Street Realty Trust, proved to me through satisfactory evidence, which was a valid Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]

Notary Public:

My commission expires:



**Exhibit A to Master Deed
Description of Land**

**6 CUSHING STREET CONDOMINIUM
6 CUSHING STREET
WALTHAM, MASSACHUSETTS**

EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of 6 Cushing Street Condominium, 6 Cushing Street, Waltham, Middlesex County, Massachusetts 02154.

DESCRIPTION OF LAND

Three parcels of land situated in Waltham, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL 1

The land with the buildings and improvements thereon known as and numbered 14-16 Cushing Street, Waltham, Middlesex County, Massachusetts, bounded and described as follows:

SOUTHERLY	by Cushing Street, 70 feet;
WESTERLY	by land now or formerly of Willis, 100 feet;
NORTHERLY	by land now or formerly of Emerson, 70 feet; and
EASTERLY	by land now or formerly of Jension, 100 feet.

Subject to an Order of Easement by the City of Waltham, recorded with the Middlesex South Registry of Deeds in Book 14252, Page 315.

PARCEL 2

The land with the buildings and improvements thereon, known as and numbered 10 Cushing Street, Waltham, Middlesex County, Massachusetts, bounded and described as follows:

Commencing on said Cushing Street at a point 71 feet Westerly from land now or formerly of John Jenison; and running Westerly on said Cushing Street 41 feet to land formerly of Charles Harrington; thence bounded on the West by land formerly of said Harrington, about 100 feet; on the North by land formerly of Emerson, 41 feet, and on the East by land formerly of David S. Marsh, about 100 feet.

Subject to an Order of Easement by the City of Waltham, recorded with said Deeds in Book 14252, Page 315.

**Exhibit A to Master Deed
Description of Land**

PARCEL 3

The land with the buildings and improvements thereon, known as and numbered 376-390 Moody Street, Waltham, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the corner of Cushing and Moody Streets and thence running Northerly on said Moody Street, 99.32 feet to land now or late of W. A. Northrup, thence turning and running Easterly along said Northrup's land, 103 feet to land now or late of G. F. Brown; thence turning and running Southerly along land of said Brown, 99.32 feet to said Cushing Street; thence turning and running Westerly along said Cushing Street, 103 feet to the point of beginning; be said measurements more or less and however otherwise said premises may be measured or described.

Containing 10,229.96 square feet more or less.

Subject to an Order of Easement by the City of Waltham, recorded with said Deeds in Book 14252, page 315.

For Declarant's title see a deed recorded with the Middlesex South District Registry of Deeds in Book 31545, Page 422..

**Exhibit B to Master Deed
Description of Building**

**6 CUSHING STREET CONDOMINIUM
WALTHAM, MASSACHUSETTS**

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of 6 Cushing Street Condominium, located at 6 Cushing Street, Waltham, Middlesex County, Massachusetts.

DESCRIPTION OF BUILDING

There is one building (the "Building") on the Land, which is described on Exhibit A to this Master Deed. The Building is described as follows:

The Building contains three (3) floors and one (1) basement as shown on the floor plans recorded herewith. The building is a wood frame structure with a brick veneer. The interior partition walls are stud and drywall. The roof is an EPDM rubber membrane system. There are eight (8) separate entrances to the Building. Four (4) entrances are located on Moody Street, the West side of the building. One (1) entrance is located on the South side of the building. Three (3) entrances are located on the east side of the building.

The first floor contains eight (8) entrances to the Building, and includes units 376, 380 and 386-390 Moody St. and a portion of two staircases. The second floor contains units 1, 2, 3, 4, 5, and 6 and a portion of two staircases. The third floor contains units 2, 3, and 6.

The Building has no name as of the date hereof.

**Exhibit C to Master Deed
Description of Units**

**6 CUSHING STREET CONDOMINIUM
6 CUSHING STREET
WALTHAM, MASSACHUSETTS**

EXHIBIT C

Incorporated by reference into and made a part of the Master Deed of 6 Cushing Street Condominium, 6 Cushing Street, Waltham, Middlesex County, Massachusetts 02154.

DESCRIPTION OF UNITS

The description of each Unit, and statement of its location, area, number and designation of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium, are set forth in this Exhibit C.

Exhibit C to Master Deed
Description of Units

Unit Designation	Statement of Unit Location	Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to which Unit Has Access	Proportionate Interest of Unit in Common Areas and Facilities
Unit 1	Second Floor	1669	7 - 3BR, LR/DR/K, MR B	C	9.15
Unit 2	Second Floor and Third Floor	1538	6 - 3BR, LR/DR/K, 1B	C	9.35
Unit 3	Second Floor and Third Floor	1116	6 - 2BR, LR, DR/K, 1B	C	7.13
Unit 4	Second Floor and Third Floor	1229	6 - 2BR, LR/DR/K, 2B	C	7.89
Unit 5	Second Floor	1318	5 - 2BR, LR, DR/K, 1B	C	8.81
Unit 6	Second Floor and Third Floor	2402	6 - 2BR, LR, DR/K, 2B	C	12.38
Unit 376	First Floor	1770 plus 2054 in basement	2 Commercial- 1B	Parking Lot	9.27
Unit 380	First Floor	2771 plus 2708 in basement	5 Commercial- 3 Bath	Parking Lot	14.51
Unit 386-390	First Floor	4110 plus 2384 in basement	5 Commercial- 2 Bath	Parking Lot	21.51

Robert L. Brown
Att. Middlesex S. Register

Keys: B= Bathroom; BR = Bedroom; C = Corridor; LR/DR/K = Combination Living Room, Dining Room and Kitchen; LR/DR/K/B = Combination Living Room, Dining Room, Kitchen and Bedroom; MR= Combination media room/den, utility room;
Note 1: Room counts exclude walk-in closets/utility/mechanical rooms. C-2