

589115

MASTER DEED
OF
SIXTEEN CHAUNCY STREET CONDOMINIUM

William J. Cleary and Peter B. Farrow as Trustees of The Sixteen Trust under declaration of trust dated May 15, 1979 and registered with South Middlesex Registry District of the Land Court as Document Number 586159, being the sole owner of the premises in Cambridge, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit the premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to the premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

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

SIXTEEN CHAUNCY STREET CONDOMINIUM

2. Description of Land. The land on which the condominium is located is generally known as 16 Chauncy Street, Cambridge, Middlesex County, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

3. Description of Building. There is, on the land described in Exhibit A, one six-story building (the "Building") containing 53 units. The Building is constructed principally of masonry walls with steel frame on a concrete foundation and a tar and gravel roof. The ground floor is concrete, the upper floors are concrete slab with steel beam supports. Finish floors are linoleum (or similar) tile on the ground floor and wood on the upper floors. Walls and ceilings are plastered. The Building is centrally heated by oil fired low pressure steam. Hot water is also provided to all units by the common boiler. Electrical and gas service is separately metered to each unit and, as to electricity, to the common areas. There is one common elevator and three common stairways. Common facilities on the ground floor include a lobby, boiler room, storage and maintenance rooms and a laundry area. There are two courtyards to the rear of the Building.

4. Floor Plans; Designations of Units and Their Boundaries The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating the name of the Building and bearing the verified statement of William Rowe registered architect, certifying that the plans fully and accurately depict the same, captioned "Sixteen Chauncy

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Street Condominium", (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of six sheets as follows:

- Sheet 1 - Ground Floor
- Sheet 2 - First Floor
- Sheet 3 - Second Floor
- Sheet 4 - Third Floor
- Sheet 5 - Fourth Floor
- Sheet 6 - Penthouse

The condominium units (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the concrete slab immediately below the unit.

Ceilings: The plane of the lower surface of the concrete slab immediately above the Unit.

Interior building walls: The plane of the surface of the masonry or wall studs, as the case may be, facing the Unit.

Exterior building walls: The plane of the interior surface of the masonry;

Exterior doors and windows: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, if any, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.

Fireplaces: Fireplace flues serving one Unit shall be a part of such Unit; fireplace chimneys shall be the common property of the Units served thereby and shall not be common facilities of the Condominium.

Penthouse Roof Area: There shall be included within the boundaries of Unit 60 the entire open roof area surrounding Unit 60. The owner of Unit 60, notwithstanding provisions to the contrary in paragraph 8(b) of this Master Deed, shall have the right, to the extent permitted by applicable zoning and building regulations, to enclose the open roof area thus enlarging the habitable area of Unit 60. The exterior walls and enlarged roof so constructed shall be maintained by

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Sixteen Chauncy Street Condominium Trust as common area, but their construction shall be at the sole expense of the Owner of Unit 60. Repairs of the open roof area shall be the responsibility of the Sixteen Chauncy Street Condominium Trust unless damage to the open roof area or interference with the roof drainage system occurs because of an act or the neglect of the owner of Unit 60 or any agent or independent contractor employed by the owner of Unit 60. In the event the owner of Unit 60 elects to enclose all or a portion of the open roof area such owner shall hold the other unit owners in the Sixteen Chauncy Street Condominium Trust harmless against damages to persons or property arising out of work by or on behalf of the owner of Unit 60 in connection with enclosing all or a portion of the open roof area and/or patio.

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

(a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements described on Exhibit A to this Master Deed, so far as the same may be in force;

(b) All portions of the Building not included in any Unit by virtue of paragraph 4 above, including, without limitation, the following to the extent such may exist from time to time:

(1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural component contained entirely within any Unit;

(2) The main entranceway, steps and stairway, the entrance vestibule, the mailboxes, elevator, stairways, hallways serving more than one Unit and other facilities in such hallways;

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

(4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within

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which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid; and

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

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Sixteen Chauncy Street Condominium Trust, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

6. Statement of Purposes. The Units and the common areas and facilities therein are intended to be used are as follows:

Units may be used for all purposes permitted by the zoning by-law of the City of Cambridge.

The Declarant, or any successor to its interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), (a) lease Units which have not been sold and (b) use any Units owned by the Declarant or such successor(s) as models for display for purposes of sale or leasing of Units.

7. Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(a) No Unit shall be used for any purpose not specified in section 6 above;

(b) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end,

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no porch enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire; and

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

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

8. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 67% or more of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the South Middlesex Registry District of the Land Court; PROVIDED, HOWEVER, that:

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

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

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

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

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(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 Chapter 183A shall be of any force or effect.

9. Trust. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is Sixteen Chauncy Street Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

William J. Cleary)	
)	
Janice McKenna)	14 Concord Avenue
)	Cambridge, Massachusetts
James J. Perrine)	

10. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of, and be subject to, the provisions of Chapter 183A in effect on the date this Master Deed is recorded, and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

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11. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

IN WITNESS WHEREOF, on this 6th day of August, 1979, William J. Cleary and Peter B. Farrow, Trustees as aforesaid, have caused this Condominium Master Deed to be signed under seal.

William J. Cleary
William J. Cleary
Peter B. Farrow
Peter B. Farrow

Trustees as aforesaid
and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August 6, 1979
~~William J. Cleary~~
Peter B. Farrow

Then personally appeared the above-named ~~William J. Cleary~~ and acknowledged the foregoing instrument to be his free act and deed, before me.

Carol R. Roth
Carol R. Roth, Notary Public
My commission expires: 3/21/86

LAND COURT, BOSTON. The land herein described will be shown on not approved plan to follow as PLAN: 90 B-1 (Examined as to description only) R. L. WOODBURY, Esq. 101. 19

RECORDED

REGISTRATION
subject to approval by Engr for Court
Carol R. Roth
Carol R. Roth, Notary Public

SEP 10 1979
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EXHIBIT "A"

Description of Land

The land, with the buildings thereon, situated in Cambridge, in the County of Middlesex and said Commonwealth, bounded and described as follows:

Northerly by the Southerly line of Chauncy Street, one hundred and twenty-one feet;
Easterly by land now or formerly of Ellen M. Virgin, one hundred twenty-six and 19/100 feet;
Southerly by land now or formerly of Alice L. Ropes, one hundred nine and 11/100 feet; and
Westerly by land now or formerly of Edwin H. Abbott, one hundred twenty and 66/100 feet.

All of said boundaries are shown on a plan, as approved by the Land 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 6, Page 245, with Certificate 994, (Plan No. 790^A).

Being the same land described in Owner's Certificate of Title 158361 registered with said Registry District in Book 922, Page 11.

The property is subject to:

(1) a mortgage from Harvard Square Investment Associates, Ltd. to Leader Federal Savings and Loan Association dated December 12, 1974 registered with said Registry District as Document 163210 as noted on the aforesaid Certificate of Title.

(2) a mortgage from Harvard Square Investment Associates, Ltd. to Household Finance Corporation dated December 27, 1978 registered with said Registry District as Document 579713, an Assignment of Rents to Household Finance Corporation of even date registered with said Registry District as Document 579714 and a Financing Statement to Household Finance Corporation registered with said Registry District as Document 579715, all as noted on the aforesaid Certificate of Title; and

(3) leases cited in Land Court Document 163210 as referred to in Certificate of Title 75582 filed in said Registry District.

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SIXTEEN CHAUNCY STREET CONDOMINIUM

EXHIBIT B

Unit Designation	Interest In Common Areas and Facilities	Location	Approximate Area (sq. ft)	Number and Composition of Rooms*	Immediate Common Areas to Which Unit has Access
A #	1.0490%	Ground Floor	470	K,B,L,BR	Ground floor hallway
B #	1.0490%	"	369	K,B,L	"
C	1.0490%	"	262	K,B,L	"
D #	1.0490%	"	288	K,B,L	Outdoor Concrete Walk
E	1.0490%	"	403	K,B,L	Ground floor hallway
F	1.0490%	"	360	K,B,L	"
G	1.1888%	"	379	K,B,L,BR	"
H	1.0490%	"	384	K,B,L	"
I	1.0490%	"	308	K,B,L	"
J	1.0490%	"	342	K,B,L	"
K	1.0490%	"	316	K,B,L	"
L	1.0490%	"	221	K,B,L	"
10	1.7133%	First Floor	386	K,B,L,D	First floor hallway
11	2.2727%	"	541	K,B,L,D,BR	"
12	2.8671%	"	748	K,B,L,D,2 BR	"
14	1.6434%	"	389	K,B,L,D	"
15	2.3427%	"	571	K,B,L,D,BR	"
16	1.7133%	"	437	K,B,L,D	"
17	3.0070%	"	892	K,B,L,D,2 BR	"
18	2.3776%	"	630	K,B,L,D,BR	"
19	2.4126%	"	617	K,B,L,D,BR	"
21	1.7483%	Second Floor	384	K,B,L,D	Second floor hallway
22	2.3077%	"	538	K,B,L,D,BR	"
23	2.9021%	"	753	K,B,L,D,2 BR	"

*D Dinette
 K Kitchen
 L Living Room
 BR Bedroom
 B Bath

#These units also have access to the exterior.

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Unit Designation	Interest In Common Areas and Facilities	Location	Approximate Area (sq. ft.)	Number and Composition of Rooms*	Immediate Common Areas to Which Unit has Access
24	1.6783%	Second Floor	389	K, B, L, D	Second floor hallway
25	2.3776%	"	573	K, B, L, D, BR	"
26	1.7483%	"	429	K, B, L, D	"
27	3.0769%	"	916	K, B, L, D, 2 BR	"
28	3.1469%	"	826	K, B, L, D, 2 BR	"
29	1.7832%	"	433	K, B, L, D	"
31	1.7483%	Third Floor	383	K, B, L, D	Third floor hallway
32	2.3077%	"	536	K, B, L, D, BR	"
33	2.9021%	"	751	K, B, L, D, 2 BR	"
34	1.6783%	"	381	K, B, L, D	"
35	2.3776%	"	570	K, B, L, D, BR	"
36	2.4126%	"	612	K, B, L, D, BR	"
37	2.4476%	"	727	K, B, L, D	"
38	3.1469%	"	818	K, B, L, D, 2 BR	"
39	1.7832%	"	424	K, B, L, D	"
41	1.7483%	Fourth Floor	385	K, B, L	Fourth floor hallway
42	2.3077%	"	534	K, B, L, D, BR	"
43	2.9021%	"	758	K, B, L, D, 2 BR	"
44	1.6783%	"	386	K, B, L, D	"
45	2.3776%	"	576	K, B, L, D, BR	"
46	1.4684%	"	302	K, B, L	"
47	1.4684%	"	282	K, B, L	"
48	1.4684%	"	286	K, B, L	"
49	1.4684%	"	254	K, B, L	"
50	1.4684%	"	199	K, B, L	"
51	1.5385%	"	277	K, B, L	"

*D Dinette
 K Kitchen
 L Living Room
 BR Bedroom
 B Bath

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<u>Unit Designation</u>	<u>Interest In Common Areas and Facilities</u>	<u>Location</u>	<u>Approximate Area (sq. ft.)</u>	<u>Number and Composition of Rooms</u>	<u>Immediate Common Areas to Which Unit has Access</u>
52	1.7832	Fourth Floor	419	K, B, L	Fourth Floor hallway
53	1.6434		402	K, B, L	
60	2.0278	Fifth Floor	655	K, B, 1/2 B, I/BR	Common Stairway down

*D Dinette
 K Kitchen
 L Living Room
 BR Bedroom
 B Bath

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INSTRUMENT NO. 589115

SEP 19 1973

Handwritten initials

SO. MIDDLESEX LAND COURT REGISTRY DISTRICT RECEIVED FOR REGISTRATION	
AT <u>12</u> H. <u>45</u> M. <u>P</u>	
SEP 19 1973	
NOTE ON CERT. NO. <u>158361</u>	
REL. BY <u>C</u>	PAGE <u>11</u>
JOHN F. ZAMPARELLI ASSISTANT RECORDER	

MASSIVE DEPARTMENT OF TIME ISSUE

REGISTRY NO. 210 23
C-32

Handwritten notes:
R. 210
8/10
N/V
C. 210
2/20

Howard L. Levin 542-3000
Brown, Rudnick, Freed & Gorman
1 Federal St.
Boston, Mass. 02110