

MASTER DEED

S25

FOR

THE GERRIOR SQUARE CONDOMINIUM

Somerville Bow Street Associates Limited Partnership, a Massachusetts limited partnership with a principal place of business at 176 Broadway, Somerville, Massachusetts ("Declarant"), being the Owner of the premises located in Somerville, Middlesex County, Massachusetts, described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), by duly executing and recording this Master Deed, do hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A") and propose to create, and hereby do create with respect to said Premises, a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, and to that end declare and provide the following:

1. Name:

The name of the Condominium shall be: "THE GERRIOR SQUARE CONDOMINIUM".

2. Description of Land:

The Premises which constitute the Condominium consist of the land located in Somerville, Middlesex County, Massachusetts, together with the buildings and improvements thereon as shown on the Condominium Plans (which includes a Site Plan) recorded herewith, entitled "The Gerrior Square Condominium" dated October 27, 1987 by Hammer, Kiefer and Todd, Inc., consisting of five sheets, bearing a verified statement of a registered architect, as required by M.G.L. Ch. 183A. The land on which the buildings and improvements are located is more particularly described in Exhibit "A" attached hereto (referred to hereinafter as the "Land").

3. Description of the Building:

(a) The Condominium consists of one Building containing thirty-seven (37) Residential Units ("Residential Units"), and three (3) Commercial Units. It is a four story building plus a basement which rests upon a field stone and brick pier foundation, and is of wood frame construction and the roofing consists of directly applied single ply synthetic rubber membrane. The location of the land and of the access ways thereto on said premises are shown on the Condominium Plans recorded herewith.

4. Designation of Condominium Units:

(a) The thirty-seven (37) Residential Units of the Condominium and the designations, locations, approximate floor areas, number of rooms, immediately accessible common areas and Unit types thereof are as shown on the Floor Plans thereof being sheets one (1) and two (2) of the Condominium Plans, and as set forth in Exhibit B hereto annexed and incorporated herein.

The Residential Units are either a studio type, one (1) bedroom type or two (2) bedroom type units and are more particularly described in Exhibit B attached hereto.

(b) The three (3) Commercial Units of the Condominium and the designations, locations, approximate floor areas, number of rooms, immediately accessible common areas thereof are described in Exhibit C attached hereto and incorporated herein.

All HVAC systems, individual boilers and individual hot water tanks supplying power and services to each of the Commercial Units are located in the Basement level and are designated on the Condominium Floor Plans recorded herewith subject to the right of access for maintenance and repair. All expenses associated with said maintenance, repair and replacement of the utility systems mentioned above shall be paid for solely by the Commercial Unit Owners.

(c) Appurtenant to and for the exclusive use of the Residential Units, shall be a storage locker located in the basement level of the Building and designated on the Floor Plans recorded herewith. A storage locker shall be assigned by the Trustees of the Gerrior Square Condominium Trust Association, to each Unit subsequent to the recording of this Master Deed.

The Common and Limited Common Areas and Facilities are described in Paragraph 6 and 6A hereof and shown on the Plans and are herein called "Common Areas and Facilities" and "Limited Common Areas and Facilities".

5. Boundaries of the Units:

The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

(a) Floors: As to the floor level of the Units located in the Basement level of the Building, the upper surface of the concrete basement floor; and as to the other Units the planes of the lower surface of the subflooring.

(b) Ceilings: (i) The plane of the lower surface of the ceiling joists, or the surfaces facing such Unit of such rafters and support beams and including the ceiling surfaces between them.

(c) Interior Building Walls Between Units: The plane of the surface of the wall studs facing such Units.

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

6. Common Areas and Facilities:

The Common Areas and Facilities of the Condominium consist of:

(a) The Land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, described in Exhibit "A";

(b) The walkways, stairways and other improvements on such Land, including, without limitation, railings, fencing, steps and lighting fixtures;

(c) All areas of the Building in which the Units of the Condominium are located (the "Building") and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limitation:

(i) The foundations, structural columns, bearing walls, party walls, girders, lintels, beams, plates, supports, braces, exterior walls and roof of the Building and common walls within the Building;

(ii) If not so designated as limited common areas for the exclusive use by either the Residential Unit Owners or the Commercial Unit Owners, the entrances, halls and corridors of the Building, stairways, fire escapes, mail boxes, mail chutes, storage areas and laundry rooms;

(iii) All storage rooms, which are not within the boundaries of the Units as defined in this Master Deed;

(iv) Installations of central service equipment providing power, light, gas, telephone, television, cable, air conditioning, hot and cold water and heating, including all equipment attendant thereto, all conduits, junction boxes, chutes, ducts, pipes, plumbing, wiring,

pumps, boilers, trash compactor rooms, flues and other facilities for the furnishing of utility services or waste removal contained in the Building and all such facilities contained within any Unit (but specifically excluding equipment contained within and serving a single Unit), together with an easement of access thereto by the Trustees of the Condominium Trust hereinafter referred to and their agent or agents for maintenance, repair and replacement; and excluding those systems and pieces of equipment described in paragraph 4(b) above;

(d) Such additional Common Areas and Facilities as may be defined in said Chapter 183A.

The use by the owners of the Units (the "Unit Owners") of the Common Areas and Facilities shall be subject to (i) the terms and provisions of this instrument and of the By-Laws of The Gerrior Square Condominium Trust (the "Condominium Trust"), as defined and described in Paragraph 15 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection therewith.

The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages shown on Exhibit "D" attached to this Master Deed. These percentage interests have been computed, in conformance with Chapter 183A, upon the approximate relation which the fair value of each Unit on the date of the recording of this Master Deed bears to the aggregate fair value of all the Units on that date.

6A. Limited Common Areas:

(a) All common areas, hallways and stairways immediately accessible to the thirty-seven (37) Residential Units, (excluding the interior portions of each Residential Unit), the floors, ceilings and walls surrounding them, the pipes, wiring, conduits or other utility lines running through them, and all other areas not described as Common Areas under Section 6 of recording of this Master Deed shall be labelled Limited Common Areas for the exclusive use and access by the Residential Unit Owners.

Except for those common expenses (i.e., the cost and expense of maintenance and repair of the Structural portions of the Limited Common Areas) which shall be the responsibility of the Gerrior Square Condominium Trust, as a common expense, any expense of cleaning, maintenance, repair, painting, or replacement relating to such Limited Common Areas, shall be treated as a Limited Common Expense, to be borne solely by the Residential Unit Owners.

The obligations of each Residential Unit Owner for payment of a Limited Common Expense shall be based upon the percentage interest of each such Unit of the total of percentage interests of all Residential Units. Such percentage is shown in column 3 of Exhibit D to this Master Deed. Such Limited Common Expense shall be treated for all purposes as a common expense under Chapter 183A, Section 6, and the Condominium Trust.

(b) The common areas in the Basement Level of the Building shall be limited, except as otherwise provided for herein, as to access and uses for the Residential Unit Owners. Such uses shall be for laundry and storage. Except for the cost and expense of maintenance and repair of the structural portions of the Limited Common Areas of the Basement Level, the cost and expense of routine cleaning, maintenance, repair, painting or replacement directly relating to the storage areas or locker or the laundry area shall be borne solely by the Residential Unit Owners.

The uses of portions of the common area Basement level may be changed by the Trustees of the Condominium provided, however, that such changed uses shall be for sole benefit of the Residential Unit Owners.

7. Encroachments:

If any portion on the Common Areas and Facilities now encroach 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 shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a 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.

8. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Areas 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 Areas located in any of the other Units and serving the 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 Areas serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to

remove violations therefrom and to maintain, repair or replace the Common Areas contained therein or elsewhere in the Building.

9. Floor Plans

The Plans of the Building showing the layout, location, unit numbers, and dimensions of the Units as built and bearing the verified statement of a registered architect, certifying, in accordance with Chapter 183A, that the Plans fully and accurately depict the Condominium Building as-built are recorded herewith.

10. Vehicle Parking:

The three parking spaces located in the rear and adjacent to the 50 Bow Street portion of the Building and the outside parking area located across the street on Somerville Avenue as shown on the Condominium Plans are intended to be used for the parking of motor vehicles owned and operated by the Owners of the Commercial Units. Residential Unit Owners shall be limited to one (1) parking space and shall be allowed to park their privately owned motor vehicles in said parking area after 6:00 P.M. each day and remove them prior to 8:30 A.M. each day. All other outside or on street parking spaces shall be available for use by both the Residential Unit and Commercial Unit Owners, their guests, visitors and customers. All expenses incurred by the Condominium Trust for the care maintenance and/or towing of any motor vehicle shall be assessed to the Owner or User of said vehicle.

All privileges with respect to Parking are subject to a Lease Agreement executed between the Owner of said land and the Gerrior Square Condominium Trust Association.

11. Purposes and Restrictions of Use:

The purposes for which the Building, the Units and other facilities in the Condominium are intended to be used are as follows:

(a) Each of the Residential Units is intended to be used solely for single family residential purposes, subject to the following restrictions however, that such Units may be used (i) by the Declarant for other purposes pursuant to provisions of, and subject to the limitations set forth in the following Section 11; (ii) for such other purposes as shall be approved in writing by the Trustees. No such Unit shall be used by more than one (1) family unit nor by more than two (2) persons unrelated by blood, adoption or marriage.

(b) The Commercial Units as described in Exhibit "C" hereto shall be used for such commercial, retail, office, medical or professional uses, as may be permitted by the City of

Somerville, except as may be permitted in this Master Deed, the Condominium Trust and By-Laws and the Rules and Regulations.

(c) No animals or pets of any kind shall be reared, bred, or kept in any Unit or in any of the Limited and Common Areas and Facilities except as may be provided by the Trustees in the Rules and Regulations adopted by the Trustees as the same may be amended from time to time.

(d) No Unit shall be used or maintained in a manner or for a purpose contrary to or inconsistent with the By-Laws of the Condominium Trust and any Rules and Regulations which may be adopted pursuant thereto or any law, rule, regulation or ordinance of any governmental authority having jurisdiction thereover.

(e) Except as provided in Paragraph 14 herein, architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Residential Unit or any part thereof.

This shall not preclude the Commercial Unit Owner or Owners from customizing the interior portions of their units, providing there is no damage or interference with the elements and usage of the Common Areas and Facilities, and providing all costs and expense of said customization is borne solely by the Commercial Unit Owners.

(f) All Residential Units shall have curtains with white backing.

(g) No change or addition may be made to any landscaping without the approval of the Trustees of the Condominium Trust; 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 Residential Unit door, or door frames shall be made, and no painting except in a uniform color designated by the Trustees of the Condominium Trust or other decoration shall be done on any exterior part or surface of any window, any Unit nor on the interior surface of any window, provided, however, that the provisions of this subparagraph (e) shall not restrict the right of Unit Owners to decorate or modify the interiors of their Units as they may desire, provided that a Unit Owner shall not, in any way whatsoever modify or interfere with any of the structural or common elements of the Condominium Building.

(h) Subject to prior written approval of the Trustees of the Condominium Trust, which approval shall not be unreasonably

withheld or delayed, and subject to reasonable rules and regulations adopted by the Trustees in connection therewith, the Commercial Unit Owner(s) and/or their Lessees may install signs on the door or doors leading from the Common Areas and Facilities to said Units for the purpose of identifying the type of commercial, retail, medical, professional or office activity occurring therein and containing the name or names of all business operations located therein.

The restrictions set forth in subparagraphs (a) through (h) above shall be for the benefit of all the Unit Owners and the Condominium Trust and (i) shall be administered on behalf of the Owners by the Trustees of the Condominium Trust, (ii) shall be enforceable solely by such Trustees, insofar as permitted by law, (iii) may be waived in specific cases by such Trustees and (iv) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 11, except such as occur during his or her ownership of a Unit.

Notwithstanding provisions of this Section 11, the Declarant may (i) use or lease Units which are owned by it or an affiliate as models for display, for sale and leasing of the Units as offices, and/or as storage areas and (ii) maintain signs identifying the Condominium, the office and model Units so long as it owns or so leases any Units.

12. Restricted Units:

The following Units, 60-A, 60-B, 60-C, 60-D, 60-E, 60-F, 60-G, 60-H and 58-B shall be designated as Restricted Units subject to the restrictions as set forth by the Somerville Housing Authority and which are designed and intended to benefit moderate and low income inhabitants of the City of Somerville by providing below-market rental opportunities on a long-term basis. Any and all Units which are not Restricted Units shall not be subject to any restrictions.

This provision or the restrictions as set forth by the City of Somerville are in no way intended to restrict initial sales and/or resales of the Units designated above.

13. Reservation:

(a) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of the following Section 14, to amend this Master Deed.

(b) The Declarant reserves an easement over the Condominium Land to cross and recross and to provide for access and egress for purposes of construction, installation and maintenance of an area of said Condominium Land as provided herein. The Declarant reserves the right to convey easements for utilities, if necessary and the right to maintain signs.

Acceptance of a Unit Deed by a Unit Owner shall act as the acknowledgement to and acquiescence of the Reservations stated above.

14. Percentage Interest:

Each Residential Unit and Commercial Unit of the Condominium shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage specified therefor in Exhibit D, annexed hereto and made a part hereof and shall be in accordance with the provisions of said Chapter 183A but shall be subject to:

(i) the terms of provisions of this instrument and of the By-Laws of The Gerrior Square Condominium Trust (referred to hereinafter as the "Condominium Trust") under Declaration of Trust recorded herewith;

(ii) the rules and regulations promulgated pursuant thereto with respect to the use thereof; and

(iii) the making of timely payments as required in connection therewith.

15. Subdivision of Commercial Units:

A Commercial Unit Owner may, without consent or vote of the Trustees of the Condominium Trust, other Unit Owners, or the holders of mortgages on the Units (i) make alterations, additions, or improvements in, to and upon the Commercial Unit and the Commercial Limited Common Elements (as hereinafter defined), whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in the Commercial Unit from time to time; (iii) change the size of the Commercial Unit by subdividing the same into any desired number of Units (or by combining any Units resulting from such subdivision); and (iv) reapportion among the newly created Units resulting from such subdivision (or combination) their appurtenant interest in the Common Elements (such units hereinafter called "Subdivided Units"). Provided that the Owner of the Commercial Unit shall agree to hold the Trustees and all other Unit Owners harmless from any liability arising therefrom. In the event of the subdivision of the Commercial Unit into separate Units, each Owner of a newly created Unit shall have all of the rights, privileges and

benefits, and be subject to all the obligations, of the Owner of the original Commercial Unit as provided in the Master Deed, the Declaration of Trust and the By-Laws recorded herewith and the Rules and Regulations of the Condominium. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Declarant or the then Owner of the Commercial Unit(s).

(a) Any and all work with respect to such subdivision of Units shall be done at the sole cost and expense of the Commercial Unit Owner(s) and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owner(s), pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted and approved in writing by the Trustees, which approval shall not be unreasonably withheld or delayed. Any such approval shall be valid only if in writing signed by a majority of the Trustees then in office and shall become void unless the work to subdivide or combine such Commercial Units shall be commenced in six months after the date of such approval and shall be completed within a reasonable time thereafter.

(b) A deed from the Owner of the Subdivided Unit conveying to the Owner of a newly created Unit the portion of the Subdivided Unit shall be recorded in the Registry of Deeds together with (i) a new plan of the Subdivided Unit after such subdivision of the original Unit has been completed (such Units collectively called the "Resulting Units") (which plan shall show the layout of Resulting Unit(s) and bear the same verified statement of a registered architect, registered professional engineer or a registered land surveyor as is required by said Chapter 183A in connection with the Unit Plan which is part of any first Unit Deed and also the same verified statement as is required by Chapter 183A in connection with the Floor Plans recorded with the Master Deed) (ii) a certificate signed by at least two Trustees stating that all such work has been performed in accordance with this Section 13 and setting forth the new respective percentage interest of the Resulting Units. Such unit deed, plan and certificate by the Trustees shall be recorded as a Special Amendment to this Master Deed pursuant to Section 16 below.

(c) As a result of a subdivision of the Commercial Unit(s) it may be necessary to provide access to the Resulting Units or to provide a means of egress from the floor as may be required by law. When the Commercial Unit(s) is subdivided as provided above, Commercial Limited Common Area shall be created to provide for such access and egress as may be necessary. Said Commercial Limited Common Areas may be located through either the

Subdivided Unit(s) or the Resulting Unit(s) as the respective Commercial Unit Owners of each may agree (provided such location is approved by the Trustees) and such Commercial Limited Common Areas as located shall become a Commercial Limited Common Area of the Condominium.

(d) Any Unit Owner (the "Responsible Unit Owner") performing work pursuant to subsection (c) above which affects the Commercial Limited Common Areas ("Commercial Limited Common Areas") shall indemnify and hold harmless the Trustees and all other Unit Owners from any loss or damage which any of them may suffer as a result of any of the Commercial Limited Common Area work or the failure of the Responsible Unit Owner to complete any of the Commercial Limited Common Area work in a timely and good workmanlike manner. Further, the Trustees, in their reasonable discretion, may require the Responsible Unit Owner, solely at his expense, to post a bond or provide some other form of surety guaranteeing the completion of the Commercial Limited Common Area work in a timely and good and workmanlike manner; and, to the extent the Responsible Unit Owner fails to complete any Commercial Limited Common Area work in a timely and good and workmanlike manner, the Trustees may take such steps as are necessary or convenient to effect completion of such Commercial Limited Common Area work and the Responsible Unit Owner shall be personally liable for the cost of completing such work which, if not paid when demanded, shall be added to the Common Expenses assessed against the Unit(s) of the Responsible Unit Owner and shall constitute a lien against such Unit(s) under Section 6 of Chapter 183A. Finally, no Commercial Limited Common Area work shall be commenced without the prior approval of all Commercial Unit Owner(s) owning a Unit on the floor where such Limited Common Area work is to be performed, provided that such approval shall not be unreasonably withheld or delayed.

(e) The total of the respective percentage interests in the Common Areas and Facilities of the Condominium attributable to the Resulting Units shall be equal to the total of percentage interest attributable to the Subdivided Unit prior to such subdivision, provided, however, that the new percentage interest attributable to the Subdivided Unit and the Resulting Unit, respectively, shall be calculated as follows: the percentage interest of the Subdivided Unit prior to subdivision shall be allocated to each of the subdivided portions of such Unit in the same ratio as the area in square feet of such subdivided portions bear to the area in square feet of the Subdivided Unit before such subdivision occurred (it being conclusively presumed that this allocation of percentage interest to the respective portions of the Subdivided Unit is indicative of the respective value of each such portion) and the percentage interest so allocated to the portion of the Subdivided Unit combined with the Resulting Unit shall be added to the original percentage interest of the Resulting Unit and the remaining portion shall thereafter have a

percentage interest in the Common Areas and Facilities of the Condominium equal to the original percentage interest of the Subdivided Unit prior to subdivision less the amount of percentage interest added to the Resulting Unit.

(f) The Subdivided Unit shall retain the same unit designation which applied to such Unit prior to such subdivision of the Unit. The Resulting Unit(s) shall be designated by adding a letter to the numerical designation of the Subdivided Unit. If more than one Resulting Unit is created, their additional letter designations shall run consecutively.

(g) Except for those common expenses which shall be the responsibility of the Gerrior Square Trust as a common expense, any expense of maintenance, repair, or replacement relating to such Commercial Limited Common Areas resulting from the subdivision and creation of additional Commercial Units shall be the responsibility of the Owner of the newly created Commercial Unit and the Owner of the subdivided Unit.

16. Commercial Unit Owner(s) Reservation

It is hereby reserved for the benefit of a Commercial Unit Owner and easement and right to connect his/her Commercial Unit to the Common Area utility systems and services.

An Owner of a Commercial Unit, its successor, assigns or Tenant, may at any time and from time to time modify, remove and install non-bearing walls (which are not part of the Common Areas) lying wholly within such Unit.

In addition, the Owner of a Commercial Unit may be allowed to connect to and join his/her Commercial Unit to the Common Area utility services and systems providing said Owner of a Commercial Unit does not damage or interfere in any way with the supply of utility services serving any other Unit or the Common Areas or Limited Common Areas of the Condominium.

Any Commercial Unit Owner who connects his/her Commercial Unit to any of the utility services and systems of the Condominium shall bear all costs and expense in performing such work, and furthermore, by acceptance of the Unit Deed to the Commercial Unit, agrees to hold harmless and indemnify any Unit Owner, the Trustees of the Gerrior Square Condominium and/or any guest or invitee who is injured or damaged, in any way, as a result of such work.

17. Amendments.

This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to sixty-seven (67%) percent or more of the undivided interests in the Common

Areas and Facilities, (ii) signed and acknowledged by a duly authorized officer of the Condominium Trust pursuant to the By-Laws thereof, and (iii) duly recorded with the Middlesex South County Registry of Deeds; PROVIDED, HOWEVER, THAT:

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;

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

(c) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners. All Unit Owners excepting from the foregoing provision shall not limit the right of the Commercial Unit Owner(s) to alter their respective Unit(s), as required in Paragraph 13 of this Master Deed, which shall be accomplished by the assent in writing of a majority of all other Commercial Unit Owner(s) only.

(d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by any bank or insurance company or other institutional lender or a purchase money second mortgage held by the Declarant or its assigns, which adversely affects the lien of any such mortgage, shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage;

(e) No instrument of amendment which alters the rights of the Declarant set forth in Paragraph 11 hereof in any manner shall be of any force or effect.

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

Notwithstanding anything in this Section 14 to the contrary, the Declarant may amend this Master Deed without the consent of any Unit Owner or Unit Owner's mortgager. Said Amendments shall be completed in accordance with Massachusetts General Laws Chapter 183A. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any Amendment on behalf of each Unit Owner.

18. Managing Entity:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is The Gerrior Square Condominium Trust, a Massachusetts Trust. A copy of the Declaration of Trust including the By-Laws of the Condominium, (herein referred to as the "By-Laws") is being recorded simultaneously 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 such Unit Owner's percentage of undivided interest in the Common Areas and Facilities. The names and addresses of the original and present Trustees thereof are as follows:

Daniel Silva
176 Broadway
Somerville, MA. 02145

Jeanne McLaughlin
176 Broadway
Somerville, MA. 02145

Such Trustees have enacted the By-Laws, which are set forth in the Declaration of Trust, and the initial Rules and Regulations of the Condominium, which Rules and Regulations are attached thereto, pursuant to and in accordance with the provisions of Chapter 183A.

19. Special Amendments:

(a) Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed, the Plans, or the Condominium Trust at any time and from time to time which amends this Master Deed, the Plans or the Condominium Trust (i) to comply with the requirements of FNMA, the Government National Mortgage Association, FHLMC, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, the City of Somerville, 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; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed, the Plans or the Condominium Trust into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed or any Exhibit hereto or any supplement or amendment hereto or the Plans or the Condominium Trust or to provide additional plans, if necessary. 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 of 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 terminate at such time as the Declarant no longer holds title to a Unit. The right of the Declarant to act pursuant to the rights reserved or granted under this Section shall automatically be deemed to have been assigned by Declarant (without further written confirmation, act or deed) to the Trustee(s) at such time as the Declarant ceases holding title to a Unit in the Condominium unless a prior assignment of such rights has been made by Declarant.

20. Miscellaneous:

(a) 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(b) 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.

(c) 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 nor the intent of any provision hereof.

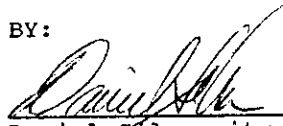
(d) Definitions. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

(e) Conflicts; Ambiguities; Subject to Chapter 183A. The Units and Common Areas and Facilities and the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A as 'from time to time amended and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, and shall be governed by the provisions of Chapter 183A and their relations to each other and to the Condominium established hereby, including, without limitation, the provisions thereof with respect to removal of the Condominium or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in this Master Deed conflict with the provisions of said statute, the provisions of said statute shall control.

IN WITNESS WHEREOF, Declarant has caused this Master Deed to be duly executed and delivered, under seal, as of this 27th day of October, 1987.

SOMERVILLE BOW STREET ASSOCIATES LIMITED
PARTNERSHIP

BY:



Daniel Silva, its sole General Partner

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 27, 1987

Then personally appeared the above named Daniel Silva and acknowledged the foregoing to be his free act and deed and the free act and deed of the Somerville Bow Street Associates Limited Partnership, before me.



Notary Public - John M. Iacoi
My Commission Expires: 02/17/89

EXHIBIT A
DESCRIPTION OF LAND
OF

THE GERRIOR SQUARE CONDOMINIUM

A certain parcel of land lying in said Somerville, being the lots numbered 1 and 3 on a plan of land belonging to Brown and Randall, made by Charles D. Elliot, dated August 1889, and recorded with Middlesex South District Deeds, Plan 60, Plan 43, said parcel being bounded and described as follows:

NORTHERLY by Bow Street, 168.7 feet;
EASTERLY by land now or late of Arnold, 76.7 feet;
SOUTHERLY by land now or late of Smith and land now or late
 of Canavan, 80 feet;
EASTERLY again and by said land now or late of Canavan,
 60 feet;
SOUTHERLY again by Somerville Avenue, 83.8 feet; and
WESTERLY by the junction of said Street and said Avenue,
 33.76 feet;

Said Lot 1 contains 5,244 square feet, and said Lot 3 contains 4,168 feet, according to said plan.

AND another certain parcel of land situated in said Somerville, on the Northerly side of Somerville Avenue, and being Lot No. 2 on the plan of land in Somerville belonging to Brown and Randall, made by Charles D. Elliot, Engineer and Surveyor, dated August 1889, and recorded with said Deeds, Plan Book 60, Plan 43, and bounded and described as follows:

SOUTHWESTERLY by Somerville Avenue, 50 feet;
NORTHWESTERLY by Lot No. 1 on said plan, 60 feet;
NORTHEASTERLY by Lot No. 3 on said plan, 50 feet; and
SOUTHEASTERLY by land of Smith, 60 feet.

Said Lot No. 2 containing 2,960 square feet according to said plan.

Excepting and excluding from said Lot No. 3 on the triangular parcel of land described in a deed from E. Charles Drouet to Annie Connolly, dated June 12, 1931 and recorded with said Deeds, Book 5566, Page 117, and hereby granting and conveying herewith the triangular parcel of land described in a deed from Annie Connolly to E. Charles Drouet dated June 12, 1931, and recorded with said Deeds, Book 5566, Page 118. For reference see the deed from William Canavan to E. Charles Drouet, dated June 28, 1893, recorded with said Deeds, Book 2206, Page 124. See also the plan of land in Somerville, Massachusetts, Charles J. Elliot, Engineer and Surveyor, dated May 11, 1931, recorded with said Deeds, Book 5566, Page 117.

For Title, see deed dated March 31, 1987 and recorded with said Deeds in Book 17990, Page 259 .

EXHIBIT B
OF THE MASTER DEED
THE GERRIOR SQUARE CONDOMINIUM
DESCRIPTION OF RESIDENTIAL UNITS

Description of the "Residential Units" of THE GERRIOR SQUARE CONDOMINIUM

The "Residential Units" consist of one (1) and two (2) bedroom units consisting of three (3) types described as follows:

TYPE A

One (1) Floor "Residential Units" described as a Studio Apartment, consisting of a large open room, kitchen and bathroom access to the Common Areas and Limited Common Areas are shown on the Floor Plans recorded herewith. The Unit Designation and approximate square footage are as follows:

Unit Number	Approximate Square Footage
367-A	419
367-D	419
367-G	419

TYPE B

One (1) Floor "Residential Units" consisting of One (1) Bedroom, Livingroom, Dining Area (or Dining Room where shown below), Kitchen/Foyer and Full Bathroom. Access to the Common Areas and Limited Common Areas are shown on the Floor Plans recorded herewith.

The Unit designations and approximate square footage are as follows:

Unit Number	Approximate Square Footage
60-A	528
60-B	611
60-C	528
60-D	611
60-E	528
60-F	611
60-G	528
60-H w/dining rm	611
64-B	571

64-D	616
64-F	616
367-B w/dining rm	715
367-E w/dining rm	715
367-H w/dining rm	715

TYPE C

One (1) Floor "Residential Units" consisting of Two (2) Bedrooms, Living/Dining Area, Kitchen and Full Bathroom. Access to the Common Areas and Limited Common Areas are shown on the Floor Plans recorded herewith.

The Unit designations and approximate square footage are as follows:

Unit Number	Approximate Square Footage
58-A	847
58-B	701
58-C	847
58-D	701
58-E	847
58-F	701
58-G	847
58-H	701
64-A	771
64-C	771
64-E	771
373-A	751
373-B	704
373-C	751
373-D	764
373-E	751
373-F	764
367-C	756
367-F	756
367-I	756

EXHIBIT C
OF THE MASTER DEED OF
THE GERRIOR SQUARE CONDOMINIUM
DESCRIPTION OF COMMERCIAL UNIT

The three (3) Commercial Units are designated and described as follows:

371-S

Class "A" Office Space located on two (2) levels of the Building containing a total of 5500 square feet. The Lower Level of the Unit contains approximately two thousand (2,000) square feet including a Training Room, Kitchen, Lounge and Full Bathroom; the Upper Level of the Unit contains approximately three thousand five hundred (3,500) square feet including an Accounting Development Room, Word Processing Room, Conference Room, Property Management Room, Reception Area, Private and General office rooms and two (2) Full Bathrooms. The designations and uses of the rooms shall be subject to change by the Owner of the Unit without necessity of amendment to this Master Deed.

The Lower Level and Upper Level of the Unit are connected by a stairway wholly contained in the Unit and serving the Unit alone.

Access to the Common Areas and Facilities of the Condominium are shown on the Floor Plans recorded herewith.

Appurtenant to the Unit is the exclusive right and easement to use the Mechanical/Utility Room located in the Basement Level of the Building adjacent to the Training Room. Said exclusive right and easement to use the Mechanical/Utility Room is subject to the right of the Trustees of the Condominium or others for access for maintenance and repair of the mechanical/utility systems contained therein.

64-B

Class "A" Office Space located on two (2) levels of the Building containing approximately one thousand four hundred (1,400) square feet. The Lower Level of the Unit located in the Basement of the Building contains approximately four hundred (400) square feet and consists of an open area, available for development. The Upper Level of the Unit located on the first

floor of the Building contains approximately one thousand (1,000) square feet and consists of an open area, available for development. The Upper Level and Lower Level of the Unit are connected by a stairway wholly contained within the Unit and serving the Unit alone. Access to the Common and Limited Common Areas and Facilities of the Condominium are shown on the Floor Plans recorded herewith.

60-B

Class "A" Office Space located on the first floor level of the Building containing approximately six hundred (600) square feet consisting of an open area, available for development. Access to the Common and Limited Common Areas and Facilities of the Building are shown on the Floor Plans recorded herewith.

EXHIBIT D

OF THE MASTER DEED OF
THE GERRIOR SQUARE CONDOMINIUM

SCHEDULE OF PERCENTAGE INTERESTS

RESIDENTIAL UNIT DESIGNATION	UNIT TYPE	PERCENTAGE INTEREST - BUDGET Residential Allocation	PERCENTAGE INTEREST IN COMMON AREAS
58-A	C	3.4%	2.8%
58-B	C	2.9%	2.4%
58-C	C	3.4%	2.8%
58-D	C	2.9%	2.4%
58-E	C	3.4%	2.8%
58-F	C	2.9%	2.4%
58-G	C	3.4%	2.8%
58-H	C	2.9%	2.4%
			20.8%
60-A	B	2.1%	1.8%
60-B	B	2.5%	2.0%
60-C	B	2.1%	1.8%
60-D	B	2.5%	2.0%
60-E	B	2.1%	1.8%
60-F	B	2.5%	2.0%
60-G	B	2.1%	1.8%
60-H	B	2.5%	2.0%
			15.2%
64-A	C	3.1%	2.6%
64-B	B	2.3%	2.0%
64-C	C	3.1%	2.6%
64-D	B	2.5%	2.0%
64-E	C	3.1%	2.6%
64-F	B	2.5%	2.0%
			13.8%

RESIDENTIAL UNIT DESIGNATION	UNIT TYPE	PERCENTAGE INTEREST - BUDGET Residential Allocation	PERCENTAGE INTEREST IN COMMON AREAS
373-A	C	2.9%	2.4%
373-B	C	3.1%	2.6%
373-C	C	3.0%	2.4%
373-D	C	3.1%	2.6%
373-E	C	3.0%	2.4%
373-F	C	3.1%	2.6%
			15.0%
367-A	A	1.7%	1.5%
367-B	B	2.9%	2.4%
367-C	C	3.0%	2.4%
367-D	A	1.7%	1.5%
367-E	B	2.9%	2.4%
367-F	C	3.0%	2.4%
367-G	A	1.7%	1.5%
367-H	B	2.9%	2.4%
367-I	C	3.0%	2.4%
			18.9%
COMMERCIAL UNIT DESIGNATION	UNIT TYPE	PERCENTAGE INTEREST -BUDGET COMMERCIAL ALLOCATION	PERCENTAGE INTEREST IN COMMON AREAS
371-S	C-1	73.5%	12.0%
64-B	C-2	18.7%	3.1%
60-B	C-3	7.8%	1.2%
			16.3%

SECOND AMENDMENT TO MASTER DEED FOR
THE GERRIOR SQUARE CONDOMINIUM

This Second Amendment to the Master Deed for the Gerrior Square Condominium is executed and is to be recorded in accordance with the provisions of Chapter 183A of the Massachusetts General Laws, pursuant to Paragraph 15 as amended of said Master Deed and pursuant to the Special Amendment to Master Deed dated July 30, 1998, and recorded heretofore at the Middlesex South Registry of Deeds. * BOOK 18645 PAGE 418

Said Master Deed as amended is hereby amended as follows:

1. Paragraph 3, entitled "Description of the Building," is hereby amended by deleting "3 (three) Commercial Units" in the first sentence of Paragraph 3(a) and in its place inserting "6 (six) Commercial Units."

2. Paragraph 4(b), entitled "Designation of Condominium Units," is hereby amended by deleting "the three Commercial Units" and inserting in its place "the six Commercial Units."

3. Said Master Deed is amended so that wherever a reference is made to the floor plans relative to the basement and first floor of the commercial condominium unit previously numbered 371-S, said reference shall be to the Amended Floor Plans recorded herewith for the basement and first floor of the Resulting Units created by the subdivision of Unit 371-S into four commercial condominium units known as 371-S1, 371-S2, 371-S3, and 371-S4.

4. Paragraph 9, entitled "Floor Plans," is hereby amended by adding the following:

The plans of the Building showing the basement and first floor of the Resulting Units created by the subdivision of Commercial Unit 371-S into four commercial condominium units known as 371-S1, 371-S2, 371-S3, and 371-S4 are recorded herewith together with the within Second Amendment to Master Deed.

5. Exhibit C of said Master Deed is hereby amended by deleting "three (3) commercial units" in the first sentence of Exhibit C and inserting in its place "six (6) commercial units."

6. Exhibit C of said Master Deed is hereby amended by deleting the description of Unit 371-S and in its place inserting the following:

371-S1: Said unit is located on the first floor of the Building, containing on the first floor

10.00

928

MSD 08/13/98 03:24:31

PL 4 880
 SEE PLAN IN RECORD BOOK 28963 PAGE 499

1,000 square feet. In addition, said unit has the exclusive right to use the commercial tenant storage area in the basement marked "For the exclusive use of Unit 371-S1."

The first floor and the basement level of said Unit are connected by a common area stairway.

Access to the common areas and facilities of the condominium are shown on the amended floor plans recorded herewith.

371-S2: Said unit is located on the first floor of the Building, containing a total of 1,000 square feet. Access to the common areas and facilities of the condominium are shown on the amended floor plans recorded herewith.

371-S3: Said unit is located on two levels of the Building, namely the first floor and the basement, containing a total of 1,400 square feet. The upper level contains approximately 700 square feet, and the lower level contains approximately 700 square feet.

The first floor and the basement level of said Unit are connected by a common area stairway.

Access to the common areas and facilities of the condominium are shown on the amended floor plans recorded herewith.

371-S4: Said unit is located on two levels of the Building, namely the first floor and the basement, containing a total of 2,100 square feet. The first floor contains approximately 1,100 square feet, and the basement contains approximately 1,000 square feet.

The first floor and the basement level of said Unit are connected by a common area stairway.

Access to the common areas and facilities of the condominium are shown on the amended floor plans recorded herewith.

7. Exhibit D of the Master Deed regarding Commercial Unit 371-S is hereby amended by deleting all references to Unit 371-S and inserting in its place the following:

<u>Commercial Unit Designation</u>	<u>Unit Type</u>	<u>Percentage Interest - Budget Commercial Allocation</u>	<u>Percentage Interest in Common Areas</u>
371-S1	C	16.5	3
371-S2	C	14.8	2
371-S3	C	16.5	3
371-S4	C	25.7	4

IN WITNESS WHEREOF, the undersigned Declarant, Somerville Bow Street Associates Limited Partnership, has set its hand and seal this 30th day of July, 1998.

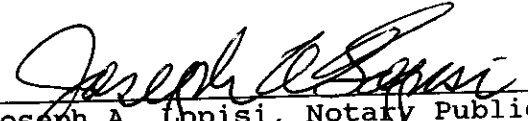

 Daniel Silva
 General Partner of Somerville Bow
 Street Associates Limited
 Partnership, the Declarant of the
 Gerrior Square Condominium

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 30th, 1998

Then personally appeared the above-named Daniel Silva, General Partner, Somerville Bow Street Limited Partnership, the Declarant of the Gerrior Square Condominium, and acknowledged the foregoing to be his free act and deed, before me.


 Joseph A. Lopisi, Notary Public
 My Commission Expires: 5/22/2003

Gerrior Square Condominium

64, 60, 58 Bow Street and 373, 371, 367 Somerville Avenue

Somerville, Massachusetts

Amended Master Deed Floor Plans

THE UNDERSIGNED CERTIFIES THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS SHOWN THEREON, AS BUILT, AND THAT THE BUILDING SHALL BE NAMED GERRIOR SQUARE CONDOMINIUM

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS, COMMONWEALTH OF MASSACHUSETTS

William R. Hammer
WILLIAM R. HAMMER
REGISTERED ARCHITECT

1-23-83
DATE

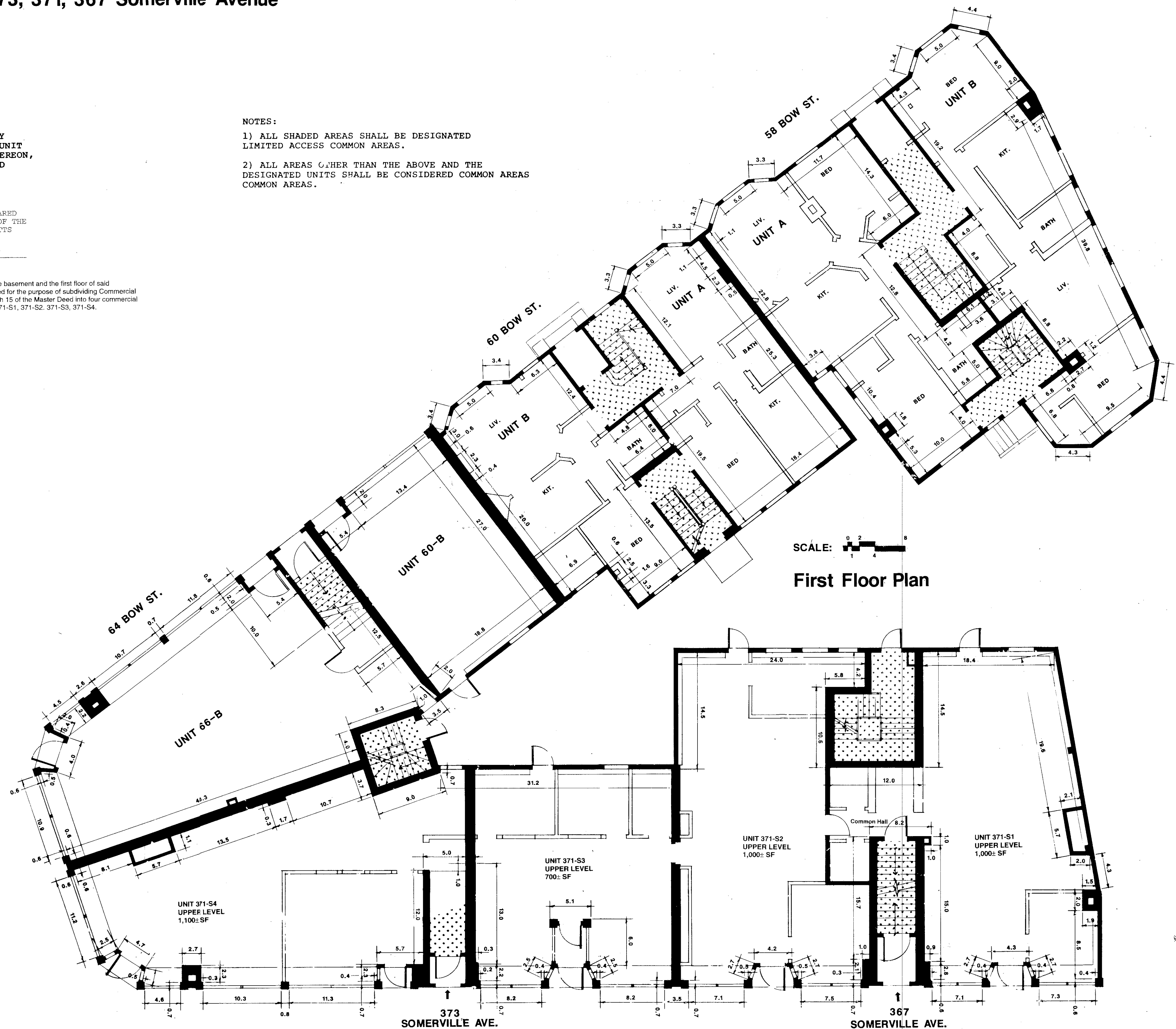
The Amended Floor Plans for the basement and the first floor of said condominium have been prepared for the purpose of subdividing Commercial Unit 371-S pursuant to Paragraph 15 of the Master Deed into four commercial condominium units, numbered 371-S1, 371-S2, 371-S3, 371-S4.

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 880-2 of 1898
Rec'd B-13 19 98
at 3:42 p.m. Doc No. 925
Rec'd, Bk 28963 Page 429

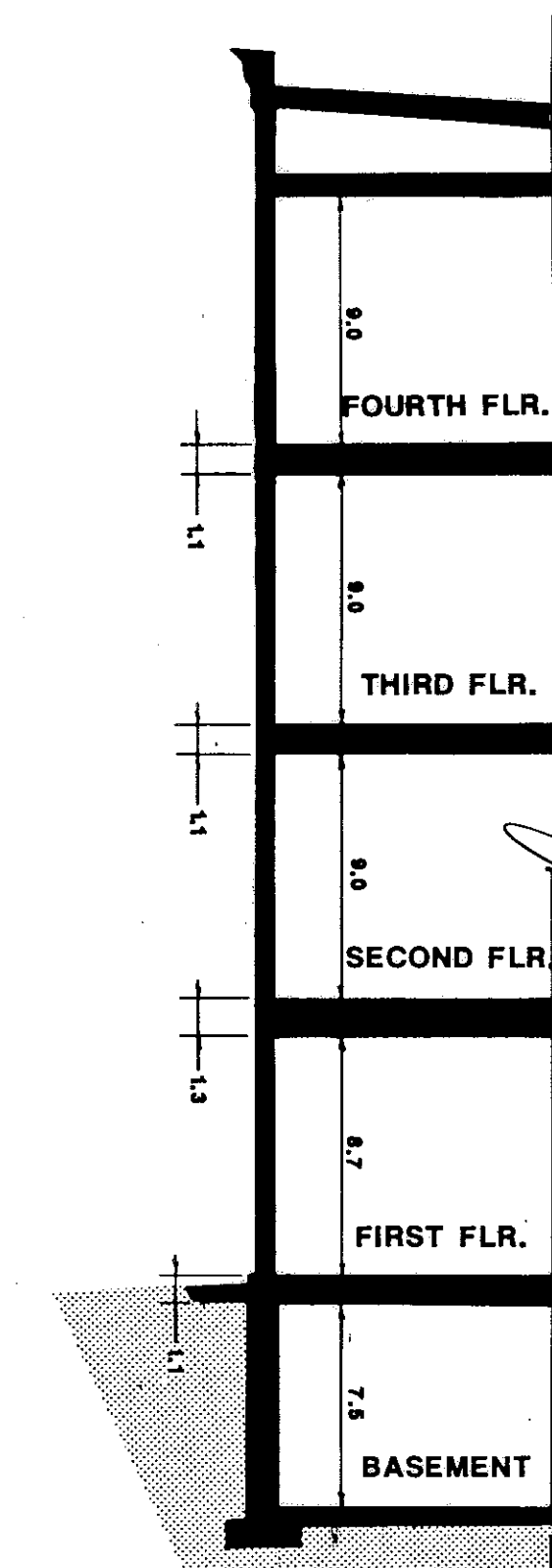
Attest
Register
Register

NOTES:

- 1) ALL SHADED AREAS SHALL BE DESIGNATED LIMITED ACCESS COMMON AREAS.
- 2) ALL AREAS OTHER THAN THE ABOVE AND THE DESIGNATED UNITS SHALL BE CONSIDERED COMMON AREAS.



SCALE: 0 2 4 8
First Floor Plan



Typ. Section

Gerrior Square
Condominium
Somerville, MA

Hammer Kiefer and Todd, Inc.
Architects
50 Cambridge Street
Cambridge, MA 02141

1st floor

Designed By:
Drawn By:
Checked By:

Date:
Scale:
Job Number:

Drawing Number
2
OF FIVE

[illegible]

Master Deed

10-27-87
DATE

SCALE: 0 2

Middlesex Registry of Deeds
 Southern District
 Cambridge, Massachusetts
 Plan No. 1476(4-5) of 1087
 Rec'd 10-28 1987
 at 10:39 AM Doc No. 309
 Rec'd BK/8645 Page 4/3

2) ALL AREAS OTHER THAN THE ABOVE AND THE DESIGNATED UNITS SHALL BE CONSIDERED COMMON AREAS COMMON AREAS.

SOMERVILLE AVENUE

Drawing Number:
1
OF FIVE

1476-1