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MASTER DEED OF THE HARVARD AVENUE CONDOMINIUM

B.R.K.Limited a Corporation organized and existing under the laws of the Commonwealth of Massachusetts with a regular and usual place of business at 33 Maple Street, Malden, MA. (hereinafter "Declarant") owner of the land together with the building and improvement thereon located in Medford, Middlesex County, Massachusetts, hereinafter described (the "Promises") intending to create a condominium with respect thereto, do hereby, by duly executing this Master Deed, submit the Promises to the provisions of Massachusetts General Laws Chapter 183A as amended ("Chapter 183A") and do hereby create a condominium with respect to the Promises, to be governed by and subject to the provisions of Chapter 183A; and to that end the Grantor declares and provides the following:

1. Name. The name of the condominium shall be Harvard Avenue Condominium.

2. Description of Land. The Premises which constitute the condominium (the "Condominium") consists of the land (the "Land") together with the buildings thereon described as follows:

A certain parcel of land with the buildings thereon situated in Medford, Middlesex County, Massachusetts being shown as a lot containing 41, 956 square feet of land on a plan entitled, "Plan of Land in Medford, Mass. by Somerville Engineering, Inc.", dated September 5, 1973, which plan is recorded with Middlesex South District Deeds at the end of Book 12522. Said lot is bounded and described as follows:

- SOUTHEASTERLY by Harvard Avenue, two hundred ninety-six and 37/100 (296.37) feet;
- SOUTHWESTERLY by Lovering Road in two (2) courses, measuring respectively one hundred and 99/100 (100.99) feet and twenty-nine and 58/100 (29.58) feet;
- NORTHWESTERLY by Lot C and D as shown on said plan, fifty-six and 58/100 (56.58) feet;
- SOUTHWESTERLY by said Lots C and D, seventy-six and 35/100 (76.35) feet;
- WESTERLY by Lot 2 as shown on said plan, seventy-eight and 72/100 (78.72) feet;
- NORTHERLY by part of Lot 1 as shown on said plan, one hundred eighty-seven and 59/100 (187.59) feet;
- NORTHWESTERLY by part of said Lot 1, ninety-three and 70/100 (93.70) feet; and
- NORTHEASTERLY by land now or formerly of Socony-Vacuum Oil Company as shown on said plan, seventy-five and 74/100 (75.74) feet.

For title of Grantor see Book 14101 Page 563 Middlesex South District Registry of Deeds.

Subject to easements and restrictions of record in so far as the same may be in force and applicable. References to the "Promises" include all rights and encumbrances appurtenant to the Land.

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3. Description of the Building. There is one building (the "Building") four stories in height located on the land as shown on the plan entitled "Harvard Avenue Condominium Site Plan" dated JUNE 22 1980, recorded herewith Middlesex South Registry of Deeds. The Building is constructed principally of brick and concrete with concrete floors and ceilings. The foundation is made of poured concrete. The roof covering consists of tar and gravel and the Building is heated by gas fired forced hot water. The consumption of electricity in each Unit and in the common areas is metered separately.

4. Description of Units.

a. The Units and the designations, locations, approximate areas, number of rooms, and immediate accessible common areas and other descriptive specifications thereof are set forth herein and Exhibit A attached hereto and made a part hereto and in the Floor Plans.

b. The Boundaries of the Units with respect to the floors, ceiling, walls, doors and windows thereof are as follows:

- (i) Floors: the plane formed by the upper surface of the concrete floor slab
- (ii) Ceilings: The plane formed by the lower surface of the ceiling wallboard.
- (iii) Interior Walls: The plane formed by unfinished surface of the wallboard facing into the Unit.
- (iv) Exterior Walls: The unfinished surface of the wallboard facing into the Unit.
- (v) Doors and Windows: As to exterior doors, the exterior surface thereof, as to windows, the exterior surface of the glass and window frames.

5. Description of Common Areas and Facilities. The areas and facilities of the Condominium consist of the entire Premises other than the Units, including without limitation:

a. The Land together with the benefit of and subject to the matters set forth or referred to in Paragraph 2 hereof, insofar as the same are from time to time in force and applicable.

b. The foundations, structural columns, girders, beams, supports, and those portions of exterior and interior walls, floors, ceilings and roofs not included as part of the Units.

c. All utility lines and installations for central services such as power, light, telephone, water, heating, intercom, and waste disposal including all equipment attendant thereto situated outside or inside the Units except those lines and installations which exclusively serve an individual Unit and are located within the Unit.

d. The yards, lawns, planting areas, garden area, walkways, parking spaces, and the improvements thereon and thereof and including walls, fences, steps and railings and other improved or unimproved areas not within Units.

e. All storage areas located outside of Units, subject to the right of Unit Owners exclusively use certain storage areas as may be from time to time assigned by the Directors of the Association, such right of assignment being expressly reserved to the Declarant of this Master Deed.

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f. The entrance areas, lobby, halls and staircases.

g. All balconies and patios shown on the Floor Plans provided, however, that each Unit shall have an easement for the exclusive use of the balcony or patio, if any, to which the Unit has direct access.

h. All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacement thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety, or enjoyment of the Building and the Condominium.

The owner of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages set forth opposite each Unit as appear in Exhibit A hereto incorporated by reference.

The aforesaid percentages stated in Exhibit A have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

The common areas and facilities shall be subject to the provisions of the Master Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto with respect to the use and management thereof.

6. Floor Plans. The floor plans of the Building and the Site Plan together showing the layout, location, unit, immediate common areas to which each Unit has access, unit numbers, and dimensions of Units as built, stating the name of the Building, and bearing the verified statement of a registered architect or registered land surveyor, certifying that the plans fully and accurately depict the same consisting of TWO sheets and entitled Harvard Avenue Condominium Floor Plans dated AUGUST 6 1980, are recorded herewith, Middlesex S. Deeds

7. Use of the Units

a. The buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit or any part thereof except as a residence for the owner thereof and/or his permitted lessees and the members of their immediate families provided that the Declarant may until all of such Units have been sold by said Declarant use any Units or parts thereof owned by the Declarant or its nominees as rental offices, as models for display and for similar purposes related to the sale or leasing of Units.

b. The architectural and structural 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, screen, antenna, sign, banner, or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part of surface of any Unit nor on the interior surface of any window but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

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c. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association and any and all rules and regulations promulgated pursuant to the foregoing.

Said restrictions shall be for the benefit of the owners of all of the Units and the Association and shall be enforceable by the Directors and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted to be 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 ownership thereof.

8. Encroachments. If any portion of the common areas and facilities shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the common areas and facilities 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 Directors, or (c) as a result of repair or restoration of the Building of any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

9. Utility Lines. References herein to utility lines shall include, without limitation, pipes, wires, flues, ducts, cables, conduits as well as appurtenances to any of the same.

10. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium. The Directors shall have a right of access to each Unit to inspect the same, and to remove or terminate interference therein or abuse thereof, and to maintain repair or replace the Common Elements contained therein or elsewhere in the Buildings.

11. Acquisition of the Units by Association. In the event that: (a) any Unit Owner shall convey his Unit to the Directors, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Directors or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Directors shall purchase, at a foreclosure or other judicial sale, a Unit together with the Appurtenant Interests shall be acquired and held by the Directors or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit, leased by the Directors or its designee, corporate or otherwise, shall be held by the Directors or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

12. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units at the time entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities, (b) signed by a majority of the Directors then in office and (c) duly recorded at the Middlesex South District Registry; PROVIDED HOWEVER, that

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a. the date on which any such instrument or amendment is first signed by an owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless 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 signed by the owner 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 signed by the owners of all the Units;

d. 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.

e. notwithstanding anything in this Master Deed, the Association, By-Laws, or Rules and Regulations, the prior written approval of all holders of first mortgages must be obtained for the following:

(1) the abandonment of the condominium status of the project except for abandonment provided by statute in case of substantial loss to the Units and common elements.

(2) the partition or subdivision of any Unit or of the common elements;

(3) a change in the percentage interests of the Unit Owners.

13. Units Subject to Master Deed, Unit Deed, Association.

All present and future owners, their employees, tenants, and visitors shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Association the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the Land as set forth herein. The acceptance of a deed or conveyance or the entering into possession of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the Association, the By-Laws, and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Land are accepted and ratified by such owner, tenant, visitor, employee or occupant; (b) 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 and stipulated at length in each and every deed or conveyance or lease thereof; and (c) a violation of the provisions of this Master Deed the Unit Deed, the Association, the By-Laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of the Unit.

14. 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.

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

16. 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 not the intent of any provision hereof.

17. 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.

18. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions state within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

19. Legal Organization. The Harvard Avenue Community Corporation shall be organized to manage the common areas and facilities within the Condominium.

The Harvard Avenue OWNERS ASSOCIATION, INC., hereinafter referred to as "Corporation", is a non-profit corporation, organized pursuant to Chapter 180 of the General Laws of Massachusetts, to manage and maintain the common areas and facilities serving the Condominium to perform certain community functions, and to enforce the Harvard Avenue Condominium Rules and Regulations, all as set forth in this instrument, and the By-laws of the Corporation and the By-Laws of the Association or as may be set forth in the by-laws of any subsequent condominium association hereafter created in the Condominium. Membership in the Corporation shall be appurtenant to ownership of a Unit in the Condominium which membership shall not be severable in any manner from said Unit.

The Board of Directors of the Corporation shall consist of at least 3 and not more than 5 persons. Initially, there shall be 3 directors appointed by the Declarant. Thereafter, the Directors shall be elected by and from the members of the Corporation.

The Officers of the Corporation shall consist of a President, a Vice President, a Treasurer, and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Directors to serve as such officers. In addition, the President and Vice President shall be members of the Corporation.

The By-Laws of the Corporation shall refer to those By-Laws of the Corporation which have been adopted by its Board of Directors and are incorporated herein by reference, and such amendments thereto as may from time to time be enacted By-laws recorded herewith.

The Harvard Avenue Condominium Rules and Regulations shall refer to those rules and regulations as shall be adopted by the Board of Directors of the Corporation for the use of the Condominium.

B.R.K. Limited

by David Kulacz

David Kulacz President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss

10/30/80

Then personally appeared the above-signed David Kulacz President & Treasurer of B.R.K. Limited and acknowledged the foregoing to be his/its free act and deed before me,

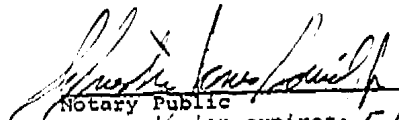

Notary Public
my commission expires: 5-14-87
Sylvester James Boumil, Jr.

EXHIBIT A

MASTER DEED HARVARD AVENUE CONDOMINIUMS

Unit #	# Rooms	Floor	Immediate Common Area to which Unit has access	% Int. in Com- mon Areas	Unit Size (sq.Ft.)
21	5	1	Patio & 1st floor Cor.*	2.5570	731
22	5	1	Patio & 1st floor Cor.	2.5570	731
23	4	1	Patio & 1st floor Cor.	2.2980	610
24	4	1	Patio & 1st floor Cor.	2.2980	610
25	4	1	Patio & 1st floor Cor.	2.2980	610
26	4	1	Patio & 1st floor Cor.	2.2980	610
27	4	1	Patio & 1st floor Cor.	2.2980	610
28	4	1	Patio & 1st floor Cor.	2.2980	610
29	5	1	Patio & 1st floor Cor.	2.5570	727
30	5	1	Patio & 1st floor Cor.	2.5570	730
31	5	2	Bal.* & 2nd floor Cor.	2.5898	760
32	5	2	Bal. & 2nd floor Cor.	2.5898	760
33	6	2	Bal. & 2nd floor Cor.	2.8812	1032
34	4	2	Bal. & 2nd floor Cor.	2.3309	610
35	4	2	Bal. & 2nd floor Cor.	2.3309	610
36	4	2	Bal. & 2nd floor Cor.	2.3309	610
37	4	2	Bal. & 2nd floor Cor.	2.3309	610
38	4	2	Bal. & 2nd floor Cor.	2.3309	610
39	5	2	Bal. & 2nd floor Cor.	2.5898	757
40	5	2	Bal. & 2nd floor Cor.	2.5898	756
41	5	3	Bal. & 3rd floor Cor.	2.6222	760
42	5	3	Bal. & 3rd floor Cor.	2.6222	760
43	6	3	Bal. & 3rd floor Cor.	2.7193	1032
44	6	3	Bal. & 3rd floor Cor.	2.7193	967
45	4	3	Bal. & 3rd floor Cor.	2.3632	610
46	4	3	Bal. & 3rd floor Cor.	2.3632	610
47	4	3	Bal. & 3rd floor Cor.	2.3632	610
48	4	3	Bal. & 3rd floor Cor.	2.3632	610
49	5	3	Bal. & 3rd floor Cor.	2.6222	757
50	5	3	Bal. & 3rd floor Cor.	2.6222	760
51	5	4	Bal. & 4th floor Cor.	2.6546	760
52	5	4	Bal. & 4th floor Cor.	2.6546	760
53	6	4	Bal. & 4th floor Cor.	2.7585	1032
54	6	4	Bal. & 4th floor Cor.	2.7520	967
55	4	4	Bal. & 4th floor Cor.	2.3950	610
56	4	4	Bal. & 4th floor Cor.	2.3950	610
57	4	4	Bal. & 4th floor Cor.	2.3950	610
58	4	4	Bal. & 4th floor Cor.	2.3950	610
59	5	4	Bal. & 4th floor Cor.	2.6546	757
60	5	4	Bal. & 4th floor Cor.	2.6546	756

*Corridor
*Balcony