

**MASTER DEED
OF THE
7 CEDAR STREET CONDOMINIUM**

Robert S. Jenkins, of Charlestown, Suffolk County, Massachusetts (hereinafter collectively referred to as the "Declarant"), being the sole owner of the land at 7 CEDAR STREET, Charlestown, Suffolk County, Massachusetts, described in Section 2 below, by duly executing and recording this Master Deed, do hereby submit said land, together with the building and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter collectively referred to as the "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as amended ("Chapter 183A") and propose to create, and do hereby create a condominium with respect to said Premises, to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. **Name of Condominium.** The name of the Condominium shall be "7 CEDAR STREET CONDOMINIUM" (hereinafter referred to as the "Condominium").

2. **Description of Land.** The Condominium shall consist of the land with the building and improvements thereon located at 7 CEDAR STREET in the Town of Charlestown, Suffolk County, Massachusetts, more particularly described in Exhibit A, attached hereto and incorporated herein.

3. **Trust.** The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the "7 CEDAR STREET CONDOMINIUM TRUST" under a Declaration of Trust of even date to be recorded herewith (hereinafter referred to as the "Trust" or the "Condominium Trust").

Said Declaration of Trust establishes an 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 hereunder. The name and address of the original and present Trustees of the Condominium Trust (hereinafter referred to as the "Trustee" or the "Condominium Trustee") is:

Robert S. Jenkins
7 CEDAR STREET
Charlestown, MA 02129

Said Trustee has enacted By-Laws (hereinafter referred to as the "By-Laws") which are set forth in the Declaration of Trust, pursuant to and in accordance with Chapter 183A.

SUFFOLK REGISTRY OF DEEDS
REC'D FILED & EXAM AT 11:29
98 OCT 29 PM 12:19
RECEIVED DEED
Robert S. Jenkins

Box 145

24

4. Description of the Building. There is on the land hereinabove described one (1) building (hereinafter referred to as the "Building") containing three (3) residential units (hereinafter referred to collectively as the "Units," and individually as the "Unit"). The Building is comprised of three (3) stories and has a basement. The Building is constructed of wood on concrete foundation with wood shingles. The Building is located on a public way and has a Right of Way which is shared by all three units as an emergency egress.

5. Description of the Units. The designation of each Unit, a statement of its location, as well as its proportionate interest in the Common Areas and Facilities, are set forth in Exhibit B attached hereto and incorporated herein. The Units are further depicted on the Floor Plans (as defined in Section 9 below) recorded herewith.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within his Unit, subject always to the provisions of Section 14 hereof.

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

(a) Interior Building Walls: The plane of the interior surface of the wall studs or strapping, as the case may be, facing such Unit;

(b) Exterior Building Walls: The plane of the exterior surface of the wall studs or strapping, as the case may be, facing such Unit;

(c) Floors: The plane of the uppermost surface of the sub-flooring;

(d) Ceilings: The plane of the lower surface of the ceiling joists;

(e) Windows and Doors: The exterior surface of windows (including all glass planes), the exterior surface of all doors, including sliding glass doors and skylights, which open from or are a part of a Unit, and those portions of the window and door frames appurtenant to such windows and doors but located beyond the boundaries of the Unit. Maintenance of the exterior of these surfaces shall be the responsibility of the individual unit owner; and

(f) Stairways within Units: The treads and risers.

Each Unit shall be conveyed together with the right to hang and affix through the finished facings of the walls and into the wall studs all usual wall ornaments, including without limitation, clocks, pictures, paintings and other similar accessories.

Each Unit includes all utility lines, heating, air conditioning, if any, plumbing, electrical, bathroom and kitchen equipment, apparatus and fixtures which exclusively serve and are located within such Unit.

Each Unit shall be subject to and have the benefit of the provisions of this Master Deed and any amendments thereto, the Condominium Trust, the By-Laws and Chapter 183A.

7. Description of the Common Area and Facilities. The Common Areas and Facilities of the Condominium (hereinafter referred to as the "Common Elements") consist of the entire Premises other than the Units and, subject to the provisions of Section 8 below, include without limitation, the following portions of the Premises as may exist from time to time:

(a) The land together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable;

(b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, basements, and those portions of exterior and interior walls, floors, ceilings and roofs not specifically included as part of any Unit by virtue of Section 6 above;

(c) All entrances and vestibules of the Building; all halls, corridors and stairs, except as set forth in Section 6(f) above, the mail boxes and other equipment and facilities in such areas; the gutters, down spouts, storm windows, screens and fire balconies and escapes on the Building;

(d) All yards, lawns, trees, shrubs, gardens, plantings on the land and all improvements thereon including walls, fences, bulkheads, decks, lighting fixtures, steps, railings, walkways, driveways, parking areas, if any, and other improved or unimproved areas not within the Units;

(e) All installations of central service equipment providing power, light, heat, telephone, hot and cold water including all equipment attendant thereto, the basement, all hot water heaters, conduits, junction boxes, meters, chutes, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building or on the land and all such facilities contained within any Unit which serve other parts of the Building whether or not the same may serve the Unit within which such facilities are contained, but specifically excluding that equipment and those installations which exclusively serve an individual Unit and are located wholly within that Unit;

(f) 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 existing or hereafter installed on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Building and the Condominium; and

(g) All other items listed as such in Section 1 of Chapter 183A, and located on the Premises but only if the same have not been made part of a Unit by the express terms of this Master Deed.

Each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth opposite each Unit on Exhibit B attached hereto. The aforesaid percentages 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

Elements shall be subject to the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the By-Laws and any Rules and Regulations from time to time in effect with respect to the use and operation thereof.

7A. Exclusive Easements. Notwithstanding any provision to the contrary contained in this Master Deed, there shall be appurtenant to certain Units in the Condominium the exclusive right and easement to use designated portions of the Common Elements, as follows:

(a) Rear Yard: See Site Plan attached hereto and incorporated herein.

(b) Roof Deck: The Roof Deck is Common Area and shall be shared equally by each of the units. See layout of deck on the Plan attached hereto and incorporated herein.

The exclusive rights and easements created hereby shall be subject, however, to the rights of the Trustees and the other Unit Owners to use said portions of the Common Elements for purposes including but not limited to: (i) emergency ingress to and egress from the Building, the Common Elements and the Units; (ii) maintenance, restoration and repair of the Building, the Common Elements and the Units; (iii) installation of safety equipment or structures now or hereafter required by law or by any governmental authority having jurisdiction over the Building; (iv) drainage from down spouts presently serving the Building; and (v) reading of utility meters.

9. Floor Plans. Recorded with and as part of this Master Deed is a set of floor plans (the "Floor Plans") dated October 23, 1998. Said plan consist of one sheet and shows the layout, location, unit number and dimensions of the Units, as built. The set of plans is incorporated by reference into the Master Deed and made a part hereof.

10. Pipes, Wires, Ducts, 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, master television antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust 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 Elements contained therein, or elsewhere in the Building.

11. Connecting of Units. The Trustees may authorize that adjacent Units (either on the same floor or on separate floors) owned by the same person or entity be connected for purposes of single occupancy and that for such purposes cuts be made in common walls or floors; provided, always, that (i) any and all work with respect to such connecting of Units shall be done at the sole cost and expense of the Unit Owner performing such work and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications prepared by a

registered architect or engineer which have been submitted to and approved in writing by the Trustees, which approval shall not be unreasonably withheld or delayed, and (ii) upon completion of such work, a registered architect or engineer shall certify to the Trustees in writing that such work has been completed in accordance with all applicable laws and plans and specifications approved by the Trustees. Any such authorization shall be valid only if in writing and signed by a majority of the Trustees, and shall become void unless the work to connect the Units shall be commenced within six (6) months after the date of the authorization and shall be completed within a reasonable time thereafter. Any Units so combined shall continue to be treated as separate Units for all purposes hereunder and under the Condominium Trust.

At such time as connected Units are no longer to be owned by the same person or entity, the owners of such Units shall promptly restore the common walls and/or floors between such Units (all such work to comply with the same requirements as set forth above with respect to the work performed in connecting such Units) and upon failure to do so, the Trustees may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Trust for the cost of the work which, if not paid when demanded, shall be added to common expenses assessed to such Units and shall constitute a lien on the Units in question under Section 6 of said Chapter 183A. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of the common ownership prior to demand or any recording in the Suffolk County Registry of Deeds to enforce the lien.

Notwithstanding the foregoing provisions, the Declarant herein reserves the right to renovate, change, or connect any of his remaining Units without obtaining the approval of the Trustees, provided, however, that any and all work with respect to such renovation, change or connecting of Units shall be done at the sole cost of Declarant and shall be done in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations. At the completion of such work, Declarant shall record at the Suffolk County Registry of Deeds amended floor plans showing any Units so renovated, changed or connected.

In no event shall the Declarant renovate, change or connect any Unit in such way as to alter any other Unit Owner's percentage interest in the Common Elements without the consent of all Unit Owners.

12. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter, as a result of: (i) settling or shifting of the Building; (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees; (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or; (iv) condemnation or eminent domain proceedings, then, in any of such events, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

13. Purposes. The purposes for which the Building, the Units and the Common Elements are intended to be used are as follows:

Units 1, 2 and 3 respectively (herein sometimes referred to as the "Residential Units"), are intended to be used solely for residential purposes and business uses permitted by the zoning laws of the City of Boston, subject, in all events, to the restrictions set forth in the following Section 14.

The foregoing notwithstanding, the Declarant may, until all of said Units have been sold by said Declarant, (a) lease any Units which have not been sold, and (b) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units.

Use of the Building and the Common Elements may also be restricted pursuant to the provisions of the Condominium Trust and By-Laws, and any Rules and Regulations promulgated pursuant thereto.

14. Restrictions on Use. The following restrictions are imposed for the benefit of the Unit Owners and the Trustees of the 7 CEDAR STREET CONDOMINIUM TRUST and may be enforced solely by them, or any of them, insofar as permitted by law:

(a) The Units, the Building, and the Common Elements, shall not be used (i) for any purpose other than a purpose permitted under Section 13 above; or (ii) in a manner contrary to or inconsistent with the provisions of this Master Deed and any amendments hereto, the Condominium Trust, the By-Laws or Chapter 183A.

(b) Residential Units may be used for business activities so long as they are permitted within City of Boston Zoning and Building Regulations and the nature of said business does not constitute either a nuisance to the other unit owner, nor does it promulgate numerous visits by clients, suppliers, vendors, etc.

(c) Every lease or occupancy agreement with respect to any of the Residential Units shall be for a term of not less than thirty (30) days and shall apply to the entire Unit (and not a portion thereof). Every rental agreement with respect to either the Residential Units shall be subject in all respects to the provisions of this Master Deed, including all exhibits hereto, the Declaration of Trust, the By-Laws and any Rules and Regulations of the Condominium, and failure of a lessee or occupant to comply with the terms of such documents shall constitute a default under said lease or occupancy agreement. In the event of such default by the lessee or occupant, the Trustees shall be entitled to bring an action for summary process to evict said lessee or occupant. The restrictions of this provision shall not apply to the Declarant or to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Further Restrictions on Use of Units and Common Elements set forth in Exhibit C attached hereto and incorporated herein.

(e) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, except as otherwise specifically provided herein or in the Declaration of Trust, without limiting the generality hereof, (i) no porch, balcony, deck, terrace, garden, or yard enclosure, awning, screen, antennae, 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 such Unit or any part thereof or to any Common Element; (ii) no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Residential Unit or on the interior surface of any window or in any Common Element; and (iii) the Trustees may, from time to time, adopt and enforce uniform requirements as to the color and appearance of window shades, window blinds or the like in Residential Units, as visible from the outside of the Building, including without limitation the right to require a uniform window shade or blind in all Residential Units; provided, however, that (iv) a Unit Owner may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and the approval of all holders of mortgages on the Unit involved and subject to such conditions as the Trustees may impose with respect to such changes; and (v) a Unit Owner shall have the right to decorate the interior of his Unit as he may desire as long as such decoration shall not, in any way whatsoever alter, remove or otherwise modify any structural components of his Unit. In no event, however, shall a Unit Owner be permitted to make any addition, alteration or improvement to his Unit which would encroach upon the common areas or impair any easements therein without the prior written consent of all Unit Owners.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all the Units and Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Except as otherwise provided in the last sentence of Paragraph (e) of this Section, these restrictions may be waived in particular respects and compliance therewith acknowledged only by an instrument in writing signed by the Owners at the time entitled to eighty percent (80%) or more of the undivided interest in the Common Elements and a majority of the Condominium Trustees, and such instrument, duly recorded with the Suffolk County Registry of Deeds shall be binding on all present and succeeding Owners from time to time of the Units, and on the Condominium Trustees then in office. No Unit Owner shall be liable for any breach of the provisions of this Section 14 except such as will occur during his or her ownership thereof.

15. Unit Owners' Rights, Duties and Restrictions.

(a) Each Unit Owner shall be a member of the Condominium Trust.

(b) Each Unit Owner, including Declarant, shall be required to pay a proportionate share of the common expenses of the Condominium upon being assessed therefor by the Trustees. Each Unit Owner's share shall be proportionate to his Unit's undivided interest in the Common

Elements. Liability and responsibility for payment of common expenses shall begin to accrue upon the conveyance of the first Unit.

(c) Each Unit Owner's voting rights shall be proportionate to his undivided interest in the Common Elements.

(d) Each Unit Owner shall have a perpetual right of ingress to his or her Unit, which right shall be appurtenant to the Unit. Notwithstanding anything herein to the contrary, there shall be no restriction upon any Unit Owner's right of ingress and egress to his or her Unit.

(e) The right of a Unit Owner to sell, transfer, or otherwise convey his or her unit shall be subject to a right of first refusal as follows: The owners of each of the Units shall have a right of first refusal to any of the other units being sold. The Seller must present a valid offer to the other unit owners prior to acceptance. The other unit owners have 48 hours upon notification to accept said offer first, under similar conditions, or the right of first refusal is thereby waived and the other unit owners shall thereby sign a waiver of right of first refusal.

(f) All present and future owners, their employees, tenants, and visitors shall be subject to, and shall comply with, the provisions of this Master Deed and all amendments hereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be adopted and amended from time to time, and the items affecting the title to the Premises as set forth in Section 2 above. The acceptance of a deed of conveyance or the entering into possession of any Unit shall constitute an agreement that:

(i) the provisions of this Master Deed and all amendments hereto, the Unit deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be adopted and amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such owner, tenant, visitor, employee or occupant;

(ii) 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

(iii) a violation of the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

(g) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments hereto, the Condominium Trust, the By-Laws, the Rules and Regulations and Chapter 183A, shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit Owner, which may then be enforced in any manner permitted by law or in equity.

16. **Amendments.** This Master Deed may be amended by an instrument in writing (a) signed by one or more Owners of Units at the time entitled to eighty percent (80%) or more in the aggregate of the undivided interest in the Common Elements; (b) signed and acknowledged by a majority of the Condominium Trustees then in office; and (c) duly recorded with the Suffolk County Registry of Deeds; PROVIDED HOWEVER, that:

(a) the date on which any such instrument of amendment is first signed by the 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 provisions of Section 13 hereof as that Section relates to the permitted use of a Unit shall be of any force or effect unless signed by the Owner of said Unit;

(d) no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless signed by the Owners of all Units;

(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;

(f) no instrument of amendment affecting any Unit in any manner which impairs the security of a first or junior mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(g) no instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment.

(h) no instrument of amendment which is contrary to the provisions of Section 17 below and which disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect.

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time, and from time to time, which amends this Master Deed or the Trust:

(i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans

Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

(ii) to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership;

(iii) to bring this Master Deed or the Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or

(iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto, the floor plans or the Trust. 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 such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit, and shall thereupon automatically vest in the Trustees of the Condominium Trust.

17. Provisions for Protection of Mortgages. Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, and in any event subject to any greater requirements pursuant to M.G.L. c. 183A, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

(a) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, and except where Chapter 183A requires greater percentages, unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the Declarant) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:

(1) by act or omission, seek to abandon or terminate the Condominium;

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

(3) partition or subdivide any Unit;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities in the Condominium shall not be deemed a transfer within the meaning of this clause);

(5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such Condominium property.

(c) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas and Facilities .

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

(e) Upon written request to the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(2) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the 7 CEDAR STREET CONDOMINIUM TRUST;

(4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders.

(f) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.

(2) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.

(3) Except as otherwise provided herein, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to eligible holder mortgages.

(4) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.

(g) Any agreement or lease for professional management of the Condominium or any other contract or lease providing for services of the Declarant may not exceed three (3) years. Any such agreement or lease must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

(h) The Trustees shall make available to the Unit Owners and lenders, and holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, including all exhibits hereto, the Declaration of Trust, any other rules concerning the Condominium and the books, records and financial statement of the 7 CEDAR STREET CONDOMINIUM TRUST. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(i) Any holder of a first mortgage of a Unit shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

(j) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage, or condemnation as above set forth:

(1) the consent of owners of Units to which at least eighty (80%) percent of the votes in the Trust are allocated and the approval of all eligible holders mortgages on Units shall be required to terminate the legal status of the Condominium; and

(2) except where Chapter 183A requires greater percentages, the consent of the owners of Units to which at least sixty-seven (67%) percent of the votes in the 7 CEDAR STREET CONDOMINIUM TRUST are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following material matters:

- i. Voting rights;
- ii. Assessments, assessment liens, or subordination of such liens;
- iii. Reserves for maintenance, repair and replacement of the Common Areas;
- iv. Reallocation of interests in the Common Areas, or rights to their use;
- v. Boundaries of any Unit;
- vi. Convertibility of Units into Common Areas or vice versa;
- vii. Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
- viii. Insurance or fidelity bonds;
- ix. Leasing of Units;
- x. Imposition of any restriction on a Unit Owner's right to sell or transfer his or her Unit;
- xi. A decision by the owner's association to establish self management when professional management had been required previously by an eligible mortgage holder;
- xii. Restoration or repair of the project (after a hazard damage partial condemnation) in a manner other than that specified in the documents;
- xiii. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

xiv. Any provisions that expressly benefit mortgage holder, insurers or guarantors.

With regard to non-material matters, such as the correction of a technical error or the clarification of a statement, any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment related thereto shall be deemed to have consented to the addition or change set forth in such request. A certificate by the Trustees making reference to this Section, when filed at the Suffolk Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied on pursuant to the provisions of Article VI of the Declaration of Trust.

This Master Deed and Declaration of Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Declaration of Trust and this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

18. **Priority of Lien.** Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such unit's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title to such unit by the mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such unit's unpaid common expenses, costs and attorneys fees as provided in subsection (c) of Section 6 of G.L. c. 183A as amended by chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. The lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish subordinate lien assessments which became payable prior to such sale or transfer, provided, however, that the lien for common expense assessments shall be affected by the sale or transfer of a unit to the extent set forth in subsection (c) of Section 6 of G.L. c. 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. Any such delinquent assessments which were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit for liability for, nor the unit from the lien of, any assessments made thereunder.

19. **No Severance of Ownership.** Except as otherwise specifically provided in Section 8(a) of this Master Deed, no Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein (i) the undivided interest in the Common Elements and any exclusive rights and easements appurtenant thereto as provided in this Master Deed; (ii) the interest of such Unit Owner in any Unit previously acquired by the Trustees, or their 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

(all of which are hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Except as expressly authorized by Section 8(a) of this Master Deed, any deed, mortgage, or other instrument purporting to affect one or more of the Appurtenant Interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Unless otherwise expressly permitted under Section 8(a) of this Master Deed, no part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

20. **Invalidity.** If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstances is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

21. **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, regardless of the number of violations or breaches which may occur.

22. **Captions and References.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof. Reference in this Master Deed to "hereof", "herein", and "hereunder" shall be deemed to refer to this Master Deed and shall not be limited to the particular text or section in which such words appear.

23. **Conflicts.** This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

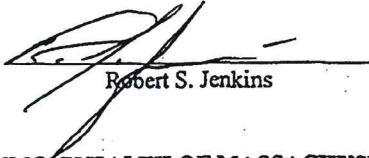
24. **Gender and Number.** The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the contexts so admits or requires.

25. **Definitions.** All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings herein unless the context otherwise requires.

26. **Liability.** Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage, it is expressly understood and agreed that only the real estate which constitutes the 7 CEDAR STREET Condominium shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate which constitutes the 7 CEDAR STREET Condominium.

23048 313

IN WITNESS WHEREOF, the said Robert S. Jenkins, has executed these presents under seal on this 27th day of ~~March~~^{October}, 1998.


Robert S. Jenkins

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

October 27, 1998

Then personally appeared the above-named Robert S. Jenkins, and acknowledged the foregoing instrument to be his free act and deed, before me.


Notary Public
My commission expires:

CITY OF BOSTON

The taxes imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 1000 has been paid with respect to the 2 units of the condominium described in this master deed, note in the association contained on this consolidation plan, note of the subdivision contained in this subdivision plan.

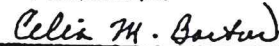


Celia M. Bartus


EXHIBIT "A"

A certain parcel of land with the buildings thereon now known and numbered 7 Cedar Street, situated in that part of Boston, Suffolk County, Massachusetts, formerly Charlestown, being shown as a lot on a plan by Charles A. Pearson, Surveyor, dated November 24, 1902 recorded with Suffolk Deeds in Book 3123, Page 50 as containing 1132 square feet, more or less, bounded and described as follows:

NORTHWESTERLY	by Cedar Street Twenty One and 10/100 (21.10) feet;
NORTHEASTERLY	by land of owners unknown, Fifty Three and 00/100 (53.00) feet;
SOUTHEASTERLY	by land of owners unknown, Twenty One and 50/100 (21.50) feet;
SOUTHWESTERLY	by land of owners unknown, Fifty Three and 30/100 (53.30) feet.

Be any and all said measurements more or less. Subject to and with the benefit of easements and restrictions of record.

EXHIBIT "B"

Unit No. 1 has a (31 %) interest in the Common Areas.

Unit No. 2 has a (35 %) interest in the Common Areas.

Unit No. 3 has a (34 %) interest in the Common Areas.

EXHIBIT "C"

FURTHER RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS

1. Maintenance, Repair and Condition. All Maintenance and use of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

2. Effect of Insurance. No Unit Owner shall use his Unit or the Common Elements in such fashion as to result in the cancellation of insurance maintained by the Trustees of the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner concerned.

3. Equipment Compliance. All radios, televisions, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

4. Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Area or the Building any gasoline, kerosene, or other flammable combustible, or explosive fluid, material, chemical or substance, except: (a) with respect to the Residential Units, such lighting, cleaning, and other fluids, materials, chemicals and substances as are customarily incidental in residential use, and (b) with respect to the Commercial Unit, such lighting, cleaning, and other fluids, materials, chemicals and substances as are customarily incidental in the permitted commercial use. All such substances shall be stored and used in a safe and prudent manner.

5. Signs. Unit Owners of Residential Units may not display "For Sale" or "For Rent" signs in windows of their Units, nor may the Owners of Residential Units place window displays or advertising in windows of such Units.

6. Mechanical Equipment. All data processing, computer, graphic art and printing facilities, business machines and equipment and all other mechanical equipment installed in any Unit shall be so designed, installed, maintained and used by the owner and occupants of such Unit, at the expense of such owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors and objectionable transmissions from such Unit to any other area of the Building.