

BAY SQUARE CONDOMINIUMMASTER DEED4-2
4-2
U.K.
J.V

Arthur A. Klipfel, III, as he is Trustee of Bay Square Trust under Declaration of Trust dated July 5, 1984, and recorded in the Middlesex South Registry of Deeds in Book 16033, Page 15, (hereinafter the "Declarant", which term shall include its successors and assigns) being the sole owner of the land with the buildings and improvements (hereinafter "Buildings") thereon situated in Cambridge, Middlesex County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording this Master Deed does hereby submit said land with the Buildings erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as from time to time amended (hereinafter referred to as "Chapter 183A") and proposes to create and does hereby create with respect to the Premises, a Condominium, subject to the reservations and matters set forth herein, to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

1. Name: The name of the Condominium shall be: Bay Square Condominium (the "Condominium").
2. Description of Land: The Condominium consists of that certain parcel of real estate located at 950 Massachusetts Avenue, Cambridge, Middlesex County, Massachusetts, which real estate is particularly described in Exhibit A attached hereto and made a part hereof and is also shown on the site plan recorded herewith. Said parcel is subject to and has the benefit of covenants and rights of way of record so far as are now in force and applicable, the right of the Declarant to grant easements with respect to parking spaces, and other said easements, restrictions, covenants and rights more particularly set forth in this Master Deed.
3. Description of Building: There is on the land hereinbefore described one (1) Building (hereinafter the "Building") and is comprised of one hundred fourteen (114) Units. The Building is seven stories in height above grade in certain sections and three stories in height above grade in other sections and two stories below grade. The Building is constructed of brick faced steel and precast concrete trim exterior with a poured concrete foundation and single membrane roof with interior walls of dry wall on metal studs. The plumbing is pvc and copper tubing. The floors are concrete.

4. Floor Plans, Designations of Units and Their Boundaries: The attached plans of the Building showing the layout, location, unit description and dimensions of the units, stating the name of the Building, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same (hereinafter "Plans") are recorded with and are part of this Master Deed.

The Condominium Units of the Building (hereinafter "Units") their designations, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as shown on Exhibit B attached hereto.

The boundaries of each of the Units are as follows:

Floors: The upper surface of the concrete subflooring.

Ceilings: The lower surface of the ceiling joists.

Interior Building Walls: The interior surface of the wall studs.

Exterior Building Walls: The interior surface of the wall studs.

Exterior Doors Windows and fireplaces: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the interior unfinished surface of the window frame. Although the glass in the windows is not included within the Unit, the Unit Owner shall be responsible for cleaning the interior surfaces of the glass. As to fireplaces, the fireplace Veneer, fire box and flues located within or appurtenant to each Unit, if any, shall be considered part of the Unit.

Subject to the provisions of Paragraphs 6 and 7 hereof, each Unit Owner may at any time and from time to time change the use and designation of any room or space within said unit subject always to the provisions of Paragraph 7(d) hereunder.

The Declarant reserves the right to connect Units with each other and with adjacent areas which are Common Elements for the purpose of creating a larger single Unit, prior to the initial conveyance of the affected Units by Declarant and for such purposes, cuts may be made in the common portions of the walls, floors and ceilings immediately adjoining the affected Units and Common Elements and walls and partitions may be removed, constructed or rearranged within the affected Units and Common Elements, provided that unaffected Units shall remain undisturbed. If such modifications to Units require an amendment to this Master Deed or the Plans or both, Declarant may so amend this Master Deed or the Plans, or both, without the consent of any Unit Owner. If Units are connected, the

resulting Unit shall have all of the rights and obligations to the separate Units which were combined.

Unit G shall be subject to an easement in favor of all Unit Owners and Trustees of the Bay Square Condominium Trust for access to and from and use of any common elements and facilities of the Condominium which may be located within Unit G, and which access may be made through all or a portion of Unit G.

Notwithstanding anything to the contrary contained in this Master Deed, the owner of Units C-1, C-2 and C-3, including, without limitation, the Declarant, may, without the consent of any other Unit Owner, mortgagee or lien holder, amend this Master Deed from time to time, in order to subdivide existing Unit(s) created by this Master Deed into additional Units, provided, however, any such subdivision shall not result in any Unit with less than 1,000 square feet of space. Any such amendment shall contain, with regard to the Unit involved, all of the particulars required by said Chapter 183A as to the description of the Units created, and from and after the recording of each additional amendment, the Condominium shall include the additional Unit or Units referred to in the amendment. No amendment shall be effective until recorded with the Middlesex South Registry of Deeds. Upon the recording of such amendment(s), the Unit or Units thereby added to the Condominium shall be owned in fee simple by said Unit Owners. If, as and when existing Units are created pursuant to the provisions of this paragraph, the sum of the percentage interest in the Common Areas and Facilities of the new Units shall be equal to the percentage interest in the Common Areas and Facilities of the Unit being divided. The number, size, layout, location and percentage interest in the Common Areas and Facilities of each new Unit shall be as set forth in each such amendment. Each Unit shall have direct access to the outside or hallway and any exterior modifications made shall be done according to the requirements of Paragraph 7(d) of this Master Deed.

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 5 of this Master Deed and the provisions of the Condominium Trust hereinafter defined and the rules and regulations promulgated pursuant thereto: (a) To use any balcony to which there is direct access from the interior of such Unit and to which there is no other means of access and which are designated on the Floor Plan for exclusive use by a particular unit; and (b) to use the garage parking space(s) and/or the outside parking space(s), if any, which are more particularly described in Paragraph 5 hereunder.

The Declarant reserves with respect to the roof area adjacent to Units 104, 105, 106, 202, 203, 207, 208, 212, 213, 613,

606, 607, 608, 615 and 616, the right to convey exclusive easements to any or all of the Unit Owners of said Units in the Unit Deed from the Declarant to use a portion or all of the roof area adjacent to the Unit for purposes of a deck or patio. The exact location of the deck or patio, if any, shall be shown on the Unit Plan recorded with the deed from the Declarant. The easement so granted shall be together with the obligation to maintain and repair the roof deck or patio and to repair any damage to the roof resulting from the presence of the roof deck or patio.

The owners of Units 1A, 1B and 1C shall have the exclusive right and easement and the obligation to maintain in a neat appearance the garden area designated on the plan as being appurtenant to that Unit.

5. Common Elements: The "Common Areas and Facilities" and also called herein "Common Elements" are hereby defined to consist of the Premises, including, without limitation, the following:

- (a) The land and any recreational facilities on the Premises included in the Premises, lawns, gardens, walks, pathways, parking and other improved areas not within the Units.
- (b) All portions of the Buildings not included in any Unit by virtue of Paragraph 4 above including, without limitation, the following to the extent such may exist from time to time:
 - (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows, roof and entrances and exits of the building, common walls within the building, and structural walls or other structural components contained entirely within any Unit;
 - (2) In each building, common hall, corridors, lobbies, elevators, the steps and stairways, the mailboxes, buzzer system, mechanical and trash rooms;
 - (3) Installations of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and servicing a single unit; security television system; hard wired smoke detection system;
 - (4) All conduits, chutes, ducts, plumbing, wires, flues and other facilities for the furnishing of utility services which are contained in facilities within any Unit which serve parts of any Building other

than the Unit within which such facilities are contained, together with an easement of access thereto, for maintenance, repair, and replacement, as aforesaid.

- (c) The parking area on the first two levels except for that area designated on the Floor Plan as Unit G are subject to the rights of the Declarant hereunder to grant easements with respect to the use of parking spaces as set forth in Paragraph 5(g) herein.
- (d) The loading dock.
- (e) The outdoor pool, locker rooms, exercise rooms and function rooms.
- (f) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit 8 attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed in conformance with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date. The common areas and facilities shall be subject to the provisions of the By-Laws set forth in the Declaration of Trust of Bay Square Condominium, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto. Said By-Laws provide for the establishment by the Trustees of the Condominium Trust of separate budgets for Units G, C-1, C-2 and C-3 with respect to the payment of common expenses of the Condominium.

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

- (g) **Parking Spaces:** The Declarant reserves with respect to each of the parking spaces located both in the two level garage except for that area designated on the Floor Plan as Unit G and outside and shown on the Plans the right to convey exclusive easements to Unit Owners (either in the Unit Deeds from the Declarant or by separate instruments)

or to the Condominium Trust and to retain the proceeds of such conveyances for its own account.

If the Declarant grants to the Trustee's easements for the exclusive use of any of said parking spaces, then such parking spaces as to which such easements are so granted may from time to time be assigned to particular Unit Owners by the Trustees for such periods (including in perpetuity) and for such monthly or other charges as said Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such spaces are not so assigned, the same shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Condominium Trust and any rules and regulations adopted by the Trustees.

Such rights and easements shall not in any event be severed from ownership of the Unit to which they are appurtenant.

6. Statement of Purposes: Except for Units C-1, C-2, C-3 (or subdivisions thereof) which may be used for all commercial purposes allowed by the City of Cambridge Zoning Ordinance and except for Unit G which may be used for all automobile parking purposes, including the parking of taxi cabs, allowed by the City of Cambridge Zoning Ordinance and except for Units 104 and 105 which may be used for residential or office purposes as determined by the Unit Deed from the Declarant, and except as otherwise provided in Paragraph 7 hereof, the Units and the Common Areas and Facilities therein are intended to be used solely for residential purposes.

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

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

- No Unit shall be used for any purpose not specified in Paragraph 6 above.
- Each parking space except for those contained in Unit G is intended to be used only by the Unit Owner who has an easement for exclusive use of such parking space, the occupants of such Unit Owner's Unit and their guests and invitees (except as specifically provided in Paragraph 5(e) above); and except as provided in Paragraph 6 above in respect of Unit G each such parking space is intended

to be used for the parking of currently registered and licensed private passenger cars in operating condition, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees.

- (c) No portion of a Unit (other than the entire Unit and other than Unit G, the parking spaces in which may be separately leased or rented and other than Units C-1, C-2 and C-3, a portion of which may be separately leased or rented) may be leased or rented except as provided for in Paragraph 6.
- (d) The architectural and structural integrity of the buildings and the units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings, any Unit, or any part thereof. This subparagraph (d) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire.
- (e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations which may be adopted pursuant thereto.

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

8. Amendments: This Master Deed may be amended by a Vote of Unit Owners entitled to 75% or more of the undivided interest in the Common Areas and Facilities, unless a larger percentage is required by law, and (a) certified and acknowledged by a majority of the Trustees of the Condominium Trust, and (b) such Trustees certification duly recorded with the Middlesex South County Registry of Deeds; PROVIDED, HOWEVER, THAT;

- (a) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (b) No instrument of amendment which alters the percentage of undivided interest in the Common Elements to which any

Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners, and said instrument is recorded as an Amended Master Deed;

- (c) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage.
- (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.

9. Provisions for Protection of Mortgagees: Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the Rules and Regulations promulgated pursuant thereto to the contrary, except as otherwise provided in Unit Deeds, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record which encumber the Units and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:

- (a) The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction other than as expressly set forth in the Unit Deed. Any right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or
 - (iii) Sell or lease a Unit acquired by the First Mortgagee, other than as expressly set forth in the Unit Deed.
- (b) Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements unless one hundred (100%) percent of the First Mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Declarant, developer, or builder of the individual Condominium Units) have given their prior written approval, the Condominium Trust and the Unit Owners shall not be entitled to:

- (i) By any act or omission seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
- (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of:
 - a. Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - b. determining the pro rata share of ownership of each Unit in the Common Areas and Facilities.
- (iii) Partition or subdivide any Unit; or
- (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (v) Use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Areas and Facilities.

(e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or

any other party priority over any rights of a First Mortgagee 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 such Unit and/or the Common Areas and Facilities. The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

(g) A First Mortgagee, which term shall include any holder, insurer or guarantor of any first mortgage, upon request made to the Condominium Trust shall be entitled to:

- (i) Written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;
- (ii) Inspect the books and records of the Condominium Trust at all reasonable times;
- (iii) Receive an annual audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (iv) Receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of mortgage holders under the Master Deed or By-Laws;
- (v) Receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit of the Common Areas and Facilities;
- (vi) Receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Trustee;

Upon written request the Condominium Trust shall make available for inspection during normal business hours to any Unit Owner or mortgagee current copies of the Master Deed, Declaration of Trust, By-Laws, and other rules concerning the Condominium and the books, records, and financial statements of the Condominium Trust.

(h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days notice.

The Declarant intends that the provisions of this Paragraph 10 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and except as provided in Paragraph 14, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 9 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South County Registry of Deeds.

(i) Except for amendments to the Master Deed, Declaration of Trust and By-Laws for termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of First Mortgagees on Units which have at least sixty-seven (67%) percent of the votes of Units subject to first mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of First Mortgagees on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages, shall be required to add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:

a. Voting;

- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the Common Areas (or Units, if applicable);
- d. Insurance or Fidelity Bonds;
- e. Rights to use Common Areas;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- h. Boundaries of any Unit;
- i. The interests in the Common Areas;
- j. Convertibility of Units into Common Areas or of Common Areas into Units;
- k. Leasing of Units (which shall not refer to the leasing of parking spaces in Unit G);
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- m. Any provisions which are for the express benefit of mortgage holders or insurers or guarantors of first mortgages on units.

Any first mortgage holder that does not deliver or mail (by first class mail, postage prepaid) to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all such parties and may be relied pursuant to the provisions of Section 6.4 of the Trust.

- (j) All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the

Declaration of Trust, the By-Laws, and the Rules and Regulations of the Condominium and no Unit shall be leased or rented for a period of less than six (6) months.

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

- (i) Any restoration or repair of the project, 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 holders holding first mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.
- (ii) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property shall require the approval of first mortgage holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.
- (iii) When professional management has been previously required by any first mortgage holder or insurer or guarantor, whether such entity became a mortgage holder or mortgage insurer or guarantor at that time or later, any decision to establish self-management by the Condominium Trust shall require the prior consent of owners of unit estates to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of first mortgage holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

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

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

Arthur A. Klipfel, III

50 Church Street
Cambridge, Massachusetts 02138

Gwendolen N. Rono

50 Church Street
Cambridge, Massachusetts 02138

The address of the Condominium Trust is 950 Massachusetts Avenue, Cambridge, Massachusetts.

11. 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 and facilities located in such Unit and serving other Units or Common Areas and Facilities or other portions of the Condominium. The Trustees shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Areas or Facilities contained therein or elsewhere in the Buildings.

12. Units Subject to Master Deed, Unit Deed, By-Laws of the Bay Square Condominium Trust and Rules and Regulations: All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Condominium Trust and Rules and Regulations, as they may be adopted or amended from time to time. The acceptance of a deed of a Unit shall constitute an agreement by the person or entity becoming the Unit Owner of such Unit, that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Condominium Trust, and the Rules and Regulations, as they may be adopted or amended from time to time, are accepted and ratified by such owner and that all of such provisions shall be deemed and taken to be covenants running with the land, 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 and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

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

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

Executed as a sealed instrument this 15th day of March, 1989.

BAY SQUARE TRUST

By: 
Arthur A. Klipfel, III, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.
County

MARCH 15 1989

Then personally appeared the above named Arthur A. Klipfel, III, Trustee as aforesaid and acknowledged the foregoing to be his free act and deed, before me,

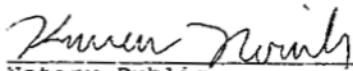

Karen Morris
Notary Public
My Commission Expires: May 7, 1993

Exhibit A

BAY SQUARE CONDOMINIUM

Those certain parcels of land in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

RECORDED LANDParcel 1:

NORtheasterLY by Massachusetts Avenue, 46.813 feet, more or less;

SOUTheasterLY by land now or formerly of Nine Thirty Eight Realty Co. and by land now or formerly of Arnold Robbins and John F. Miller by two lines measuring respectively 51.89 feet, more or less and 109.94 feet, more or less;

SOUThwesteRLY by Parcel 4 below described, 29.75 feet, more or less; and

NORTHwesteRLY by Parcel 3 below described, 161.00 feet.

Parcel 2:

NORtheasterLY by Massachusetts Avenue, 111.38 feet, more or less;

SOUTheasterLY by Parcel 3 below described, 161.00 feet;

SOUThwesteRLY by Parcel 4 below described, 21.38 feet;

NORTHwesteRLY by Parcel 6 below described, 101.00 feet;

SOUThwesteRLY by Parcel 6 below described, 90.00 feet; and

NORTHwesteRLY by Bay Street, 60.00 feet.

REGISTERED LANDParcel 3:

NORtheasterLY by the Southwesterly line of Massachusetts Avenue, forty-two and 00/100 (42.00) feet;

SOUTheasterLY by land now or formerly of Luta P. Cassedy, the line running in part through an eight (8) inch brick wall one hundred sixty-one and 00/100 (161.00) feet;

SOUTHWESTERLY by Lot #8 as shown on the hereinafter mentioned Plan, forty-two and 00/100 (42.00) feet; and

NORTHWESTERLY by land now or formerly of Herbert A. Chase, the line running in part through an eight (8) inch brick wall, one hundred sixty one and 00/100 (161.00) feet.

Said parcel is shown as Lot #6 on said Plan (Plan #19426C).

Parcel 4:

SOUTHWESTERLY by Green Street, eighty-six (86.00) feet;

NORTHWESTERLY by Lot #7 on the hereinafter mentioned Plan, sixty-six and 61/100 (66.61) feet;

NORTHEASTERLY by land of now or formerly of Herbert A. Chase, by Lot #6 and by land now or formerly of Luta P. Cassedy all as shown on the hereinafter mentioned Plan, ninety-three and 53/100 (93.53) feet; and

SOUTHEASTERLY by land now or formerly of Miriam Kauffman, sixty-seven and 01/100 (67.01) feet.

Said parcel is shown as Lot #8 on said Plan (Plan #19426C).

Parcel 5:

SOUTHWESTERLY by Green Street, ninety (90.00) feet;

NORTHWESTERLY by Bay Street, sixty-six and 70/100 (66.70) feet;

NORTHEASTERLY by Lot #5 on the hereinafter mentioned Plan, ninety (90.00) feet; and

SOUTHEASTERLY by Lot #8 on the hereinafter mentioned Plan, sixty-six and 61/100 (66.61) feet.

Said Parcel is shown as Lot #7 on said Plan (Plan #19426C)

Parcel 6:

NORTHEASTERLY by land now or formerly of Sorrentino Realty Company, ninety (90.00) feet;

SOUTHEASTERLY by land now or formerly of Herbert A. Chase, one hundred one (101.00) feet;
SOUTHWESTERLY by Lot #7 on the hereinafter mentioned Plan, ninety (90.00) feet; and
NORTHWESTERLY by Bay Street, one hundred one (101.00) feet.

Said Parcel is shown as Lot #5 on said Plan (Plan #19426C).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 789 Page 99 with Certificate of Title #131849.

Portions of the above-described premises are subject to the terms and provisions of (i) a Grant of Easement by and between the Declarant and John F. Miller and Arnold Robbins dated August 14, 1987 recorded with Middlesex South District Deeds Book 18578 Page 135 and filed with Middlesex South Registry District of the Land Court as Document No. 756771 and (ii) an Easement Deed from Declarant to Cambridge Electric Light Company dated October 27, 1988 recorded with said Deeds Book 19456 Page 346 and filed with said Registry District as Document No. 787333.

EXHIBIT "B"
BAY SQUARE CONDOMINIUMS

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX. S.F.	NUMBER OF ROOMS	PROPORTIONATE INTEREST
FIRST	104	1, 1	975	KIT, LR/DR, 1 BR, 1BA	0.78165%
"	105	1, 1	1066	KIT, LR/DR, 1 BR, 1BA	0.78165%
"	106	2, 1 1/2	900	KIT, LR/DR, 2 BR, 1.5 BA	0.54716%
SECOND	201	2, 2	915	KIT, LR/DR, 2 BR, 2 BA	0.56279%
"	202	1, 1	675	KIT, LR/DR, 1 BR, 1BA	0.43773%
"	203	2, 2	975	KIT, LR/DR, 2 BR, 2 BA	0.60969%
"	204	2, 2	950	KIT, LR/DR, 2 BR, 2 BA	0.56123%
"	205	2, 2	930	KIT, LR/DR, 2 BR, 2 BA	0.53465%
"	206	2, 2	985	KIT, LR/DR, 2 BR, 2 BA	0.65346%
"	207	2, 2	1005	KIT, LR/DR, 2 BR, 2 BA	0.92235%
"	208	2, 2	1035	KIT, LR/DR, 2 BR, 2 BA	0.95362%
"	209	1, 1	920	KIT, LR/DR, 1 BR, 1BA	0.59406%
"	211	S	515	KIT, LR/DR, 1 BA	0.42209%
"	212	2, 1 1/2	960	KIT, LR/DR, 2 BR, 1.5 BA	0.89108%
"	213	2, 2	1020	KIT, LR/DR, 2 BR, 2 BA	0.95362%
"	214	1, 1	665	KIT, LR/DR, 1 BR, 1BA	0.50026%
"	215	2, 1 1/2	950	KIT, LR/DR, 2 BR, 1.5 BA	0.57842%
"	216	2, 1 1/2	900	KIT, LR/DR, 2 BR, 1.5 BA	0.62532%
"	217	2, 1 1/2	895	KIT, LR/DR, 2 BR, 1.5 BA	0.51589%
"	218	2, 1 1/2	940	KIT, LR/DR, 2 BR, 1.5 BA	0.50338%
"	219	2, 2	1185	KIT, LR/DR, 2 BR, 2 BA	0.73475%
"	220	1, 1	610	KIT, LR/DR, 1 BR, 1BA	0.43773%
Third	301	2, 2	915	KIT, LR/DR, 2 BR, 2 BA	0.56279%
"	302	1, 1	675	KIT, LR/DR, 1 BR, 1BA	0.48462%
"	303	2, 2	975	KIT, LR/DR, 2 BR, 2 BA	0.56279%
"	304	2, 2	950	KIT, LR/DR, 2 BR, 2 BA	0.59406%
"	305	2, 2	930	KIT, LR/DR, 2 BR, 2 BA	0.56279%
"	306	2, 2	985	KIT, LR/DR, 2 BR, 2 BA	0.68316%
"	307	2, 2	1005	KIT, LR/DR, 2 BR, 2 BA	0.92235%
"	308	2, 2	1035	KIT, LR/DR, 2 BR, 2 BA	0.95362%
"	309	1, 1	820	KIT, LR/DR, 1 BR, 1BA	0.71912%
"	310	S	455	KIT, LR/DR, 1 BA	0.42209%
"	311	1, 1	695	KIT, LR/DR, 1 BR, 1BA	0.64096%
"	312	2, 1 1/2	1015	KIT, LR/DR, 2 BR, 1.5 BA	0.89108%
"	313	2, 2	1020	KIT, LR/DR, 2 BR, 2 BA	0.95362%
"	314	1, 1	665	KIT, LR/DR, 1 BR, 1BA	0.53152%
"	315	2, 1 1/2	950	KIT, LR/DR, 2 BR, 1.5 BA	0.68785%
"	316	2, 1 1/2	900	KIT, LR/DR, 2 BR, 1.5 BA	0.65659%
"	317	2, 1 1/2	895	KIT, LR/DR, 2 BR, 1.5 BA	0.59406%
"	318	2, 1 1/2	840	KIT, LR/DR, 2 BR, 1.5 BA	0.55966%
"	319	2, 2	1185	KIT, LR/DR, 2 BR, 2 BA	0.79729%
"	320	1, 1	610	KIT, LR/DR, 1 BR, 1BA	0.45336%

EXHIBIT "B"
BAY SQUARE CONDOMINIUMS

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX. S.F.	NUMBER OF ROOMS	PROPORTIONATE INTEREST
Fourth	401	2,2	915	KIT, LR/DR, 2 BR, 2 BA	0.59093%
"	402	1,1	675	KIT, LR/DR, 1 BR, 1BA	0.51589%
"	403	2,2	975	KIT, LR/DR, 2 BR, 2 BA	0.59093%
"	404	2,2	950	KIT, LR/DR, 2 BR, 2 BA	0.62376%
"	405	2,2	930	KIT, LR/DR, 2 BR, 2 BA	0.59093%
"	406	2,2	985	KIT, LR/DR, 2 BR, 2 BA	0.71287%
"	407	2,2	1005	KIT, LR/DR, 2 BR, 2 BA	0.92235%
"	408	2,2	1035	KIT, LR/DR, 2 BR, 2 BA	0.95362%
"	409	1,1	820	KIT, LR/DR, 1 BR, 1BA	0.62376%
"	410	S	455	KIT, LR/DR, 1 BA	0.46899%
"	411	1,1	695	KIT, LR/DR, 1 BR, 1BA	0.67222%
"	412	2, 1 1/2	1015	KIT, LR/DR, 2 BR, 1.5 BA	0.89108%
"	413	2,2	1020	KIT, LR/DR, 2 BR, 2 BA	0.95049%
"	414	1,1	665	KIT, LR/DR, 1 BR, 1BA	0.59406%
"	415	2, 1 1/2	950	KIT, LR/DR, 2 BR, 1.5 BA	0.71912%
"	416	2, 1 1/2	900	KIT, LR/DR, 2 BR, 1.5 BA	0.75039%
"	417	2, 1 1/2	895	KIT, LR/DR, 2 BR, 1.5 BA	0.65659%
"	418	2, 1 1/2	840	KIT, LR/DR, 2 BR, 1.5 BA	0.62532%
"	419	2,2	1185	KIT, LR/DR, 2 BR, 2 BA	0.82855%
"	420	1,1	610	KIT, LR/DR, 1 BR, 1BA	0.48462%
Fifth	501	2,2	915	KIT, LR/DR, 2 BR, 2 BA	0.61907%
"	502	1,1	675	KIT, LR/DR, 1 BR, 1BA	0.51589%
"	503	2,2	975	KIT, LR/DR, 2 BR, 2 BA	0.61907%
"	504	2,2	950	KIT, LR/DR, 2 BR, 2 BA	0.65346%
"	505	2,2	930	KIT, LR/DR, 2 BR, 2 BA	0.61907%
"	506	2,2	985	KIT, LR/DR, 2 BR, 2 BA	0.74257%
"	507	2,2	1005	KIT, LR/DR, 2 BR, 2 BA	0.95362%
"	508	2,2	1035	KIT, LR/DR, 2 BR, 2 BA	0.98488%
"	509	1,1	820	KIT, LR/DR, 1 BR, 1BA	0.68785%
"	510	S	455	KIT, LR/DR, 1 BA	0.46899%
"	511	1,1	695	KIT, LR/DR, 1 BR, 1BA	0.70349%
"	512	2, 1 1/2	1015	KIT, LR/DR, 2 BR, 1.5 BA	0.92235%
"	513	2,2	1020	KIT, LR/DR, 2 BR, 2 BA	0.67222%
"	514	1,1	665	KIT, LR/DR, 1 BR, 1BA	0.67222%
"	515	2, 1 1/2	950	KIT, LR/DR, 2 BR, 1.5 BA	0.75039%
"	516	2, 1 1/2	900	KIT, LR/DR, 2 BR, 1.5 BA	0.78165%

EXHIBIT "B"
BAY SQUARE CONDOMINIUMS

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX. S.F.	NUMBER OF ROOMS	PROPORTIONATE INTEREST
"	517	2, 1 1/2	895	KIT, LR/DR, 2 BR, 1.5 BA	0.68785%
"	518	2, 1 1/2	840	KIT, LR/DR, 2 BR, 1.5 BA	0.65659%
"	519	2,2	1185	KIT, LR/DR, 2 BR, 2 BA	0.87545%
"	520	1,1	610	KIT, LR/DR, 1 BR, 1BA	0.51589%
Sixth	601	2,2	915	KIT, LR/DR, 2 BR, 2 BA	0.71912%
	602	1,1	675	KIT, LR/DR, 1 BR, 1BA	0.54716%
	603	2,2	975	KIT, LR/DR, 2 BR, 2 BA	0.71912%
	604	2,2	950	KIT, LR/DR, 2 BR, 2 BA	0.71912%
	605	2,2	930	KIT, LR/DR, 2 BR, 2 BA	0.64721%
	606	2,2	965	KIT, LR/DR, 2 BR, 2 BA	1.00052%
	607	2,2	1230	KIT, LR/DR, 2 BR, 2 BA	1.00052%
	608	2,2	1205	KIT, LR/DR, 2 BR, 2 BA	1.00052%
	613	2,2	1154	KIT, LR/DR, 2 BR, 2 BA	1.00052%
	614	2,2	1135	KIT, LR/DR, 2 BR, 2 BA	0.90672%
	615	2,2	1065	KIT, LR/DR, 2 BR, 2 BA	0.93798%
	616	2,2	1085	KIT, LR/DR, 2 BR, 2 BA	1.01615%
	617	1,1	615	KIT, LR/DR, 1 BR, 1BA	0.54716%
Seventh	701	2,2	1375	KIT, LR/DR, 2 BR, 2 BA	1.18811%
	702	2,2	1350	KIT, LR/DR, 2 BR, 2 BA	1.18811%
	703	2,2	1096	KIT, LR/DR, 2 BR, 2 BA	1.32881%
	704	2,2	1075	KIT, LR/DR, 2 BR, 2 BA	1.18811%
	705	2,2	1004	KIT, LR/DR, 2 BR, 2 BA	1.18811%
	706	2,2	1255	KIT, LR/DR, 2 BR, 2 BA	1.32881%
Garden Annex					
First	1C	1,1	620	KIT, LR/DR, 1 BR, 1 BA	0.59406%
	1B	2,1	850	KIT, LR/DR, 2 BD, 1 BA	0.70349%
	1A	1,1	675	KIT, LR/DR, 1 BR, 1 BA	0.56279%
Second	2C	1,1	620	KIT, LR/DR, 1 BR, 1 BA	0.56279%
	2B	2,1	850	KIT, LR/DR, 2 BD, 1 BA	0.64096%
	2A	1,1	675	KIT, LR/DR, 1 BR, 1 BA	0.50026%
Third	3C	1,1	620	KIT, LR/DR, 1 BR, 1 BA	0.50026%
	3B	2,1	850	KIT, LR/DR, 2 BD, 1 BA	0.64096%
	3A	2,1	865	KIT, LR/DR, 2 BD, 1 BA	0.78165%

EXHIBIT "B"
BAY SQUARE CONDOMINIUMS

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX. S.F.	NUMBER OF ROOMS	PROPORTIONATE INTEREST
First					
"	C-1	Commercial	4707		4.56485%
"	C-2	"	1479		1.43821%
"	C-3	"	3478		3.37674%
Lower Garage	G-1	Parking	20,800		6.25322%
UNDERGROUND					
There are 80 underground spaces					
Each with a proportionate interest					
of 0.06879% which will be expressed					
cumulatively in the unit deed along					
with the percentage of interest of					
the unit being conveyed.					
TOTAL OF					
PROPORTIONATE INTERESTS					
100.00000%					

All residential units have immediate access to the common area corridor. The commercial unit has immediate access to the common area corridor and the exterior of the building.

Unit G-1 has immediate access to the common area driveway.

81

AFFIDAVIT

I, Lisa S. Weisman of Boston, Suffolk County, Massachusetts, am familiar with the Master Deed and Exhibits of Bay Square Condominium, a condominium created by Master Deed dated March 15, 1989 and recorded with the Middlesex South Registry of Deeds in Book 19708, Page 481.

Through inadvertence and mistake, the Proportionate Interests for units PH1 and PH3 as set forth on Exhibit B to said Master Deed were reversed. The correct Proportionate Interest for Unit PH1 is 1.32881 $\frac{1}{2}$ and the correct Proportionate Interest for Unit PH3 is 1.18811 $\frac{1}{2}$.

This affidavit is intended to correct said error and is executed pursuant to Massachusetts General Laws, Chapter 183, Section 5B.

Signed and sealed this 12th day of June, 1990.

Lisa S. Weisman

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 12, 1990

Then personally appeared the above named Lisa S. Weisman and acknowledged the foregoing to be true to the best of her knowledge and belief, before me,


Notary Public, Commonwealth of Massachusetts
My Commission Expires: 6/26/2022

CERTIFICATE

I, Neil D. Golden, am an Attorney-at-Law licensed to practice in the Commonwealth of Massachusetts. The facts stated in the above affidavit, signed by Lisa S. Weisman, are relevant to the title to certain property known as 950 Massachusetts Avenue, Bay Square Condominium, Cambridge, Middlesex County, Massachusetts, and my assistance in clarifying the chain of title.

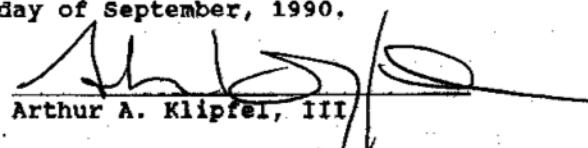
AFFIDAVIT

I, Arthur A. Klipfel, III, of Middlesex County, Massachusetts, am an architect and I am familiar with the Master Deed and floor plans of Bay Square Condominium, a condominium created by Master Deed dated March 15, 1989 and recorded with the Middlesex South Registry of Deeds in Book 19708, Page 481.

Through inadvertence and mistake, the designation of the balcony for the exclusive use of Units 212 and 213 were omitted from the second floor plan. The correct designations are shown on the attached floor plan.

This affidavit is intended to correct said error and is executed pursuant to Massachusetts General Laws, Chapter 183, Section 5B.

Signed and sealed this 12th day of September, 1990.



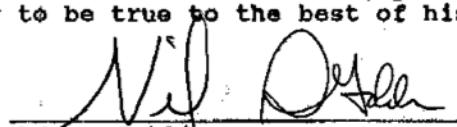
Arthur A. Klipfel, III

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

September 12, 1990

Then personally appeared the above named Arthur A. Klipfel, III and acknowledged the foregoing to be true to the best of his knowledge and belief, before me,

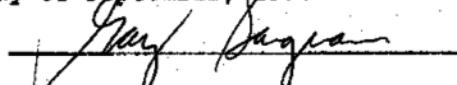


Notary Public
My Commission Expires: 9/14/90

CERTIFICATE

I, Gary Sagan, am an Attorney-at-Law licensed to practice in the Commonwealth of Massachusetts. The facts stated in the above affidavit, signed by Arthur A. Klipfel, III, are relevant to the title to certain property known as Bay Square Condominium, 950 Massachusetts Avenue, Middlesex County, Massachusetts, and will be of benefit and assistance in clarifying the chain of title.

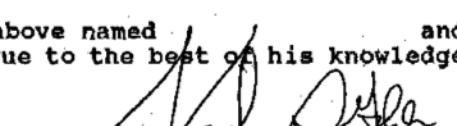
Signed and sealed this 12th day of September, 1990


COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

September 12, 1990

Then personally appeared the above named and acknowledged the foregoing to be true to the best of his knowledge and belief, before me,



Notary Public
My Commission Expires: 9/14/90

Plan No. 187

SEE PLAN IN RECORD BOOK 20765 PROG 571

Unit 213
Bay Square
Condo, Cambridge
943-950 Mass. Ave.

Property address: 652 18.00
MSD 09/12/90 02:56:55

AFFIDAVIT

I, Arthur A. Klipfel, III, Registered Architect of Cambridge, Massachusetts, am familiar with the Master Deed and Exhibits of the Bay Square Condominium, a condominium created by Master Deed dated March 15, 1989, and recorded with the Middlesex South District Registry of Deeds on March 20, 1989 at Book 19708, Page 481. S4

Through inadvertence and mistake the square footage of the units as set forth on Exhibit B to said Master Deed are incorrect. The correct square footage of the units are shown on the attached Exhibit B. This affidavit is intended to correct said Exhibit B and is executed pursuant to Massachusetts General Laws, Chapter 183, Section 5B.

Signed and sealed this 26 day of July, 1989.

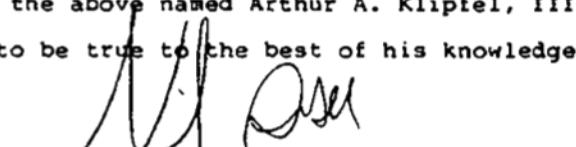

Arthur A. Klipfel, III

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 26, 1989

Then personally appeared the above named Arthur A. Klipfel, III and acknowledged the foregoing to be true to the best of his knowledge and belief, before me,


Notary Public
My commission expires: September 11, 1990

CERTIFICATE

I, Lisa S. Weisman, am an Attorney-at-Law licensed to practice in the Commonwealth of Massachusetts. The facts stated in the above affidavit, signed by Arthur A. Klipfel, III are relevant to the title to certain property known as Bay Square Condominium, Cambridge, Middlesex County, Massachusetts, and will be of benefit and assistance in clarifying the chain of such title.

Signed and sealed this 26 day of July, 1989.

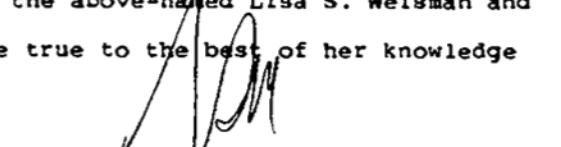

Lisa S. Weisman

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 26, 1989

Then personally appeared the above-named Lisa S. Weisman and acknowledged the foregoing to be true to the best of her knowledge and belief, before me,


Notary Public
My commission expires: 1/11/90

BAY SQUARE
EXHIBIT "B"

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX S.F.	APPROX NO. OF ROOMS	PROPORTIONATE INTEREST
First	104	1,1	962	KIT, LR/DR, 1BR, 1BA	0.78165%
"	105	1,1	1081	KIT, LR/DR, 1BR, 1BA	0.78165%
"	106	2,2	870	KIT, LR/DR, 2BR, 2BA	0.54716%
Second	201	2,1 1/2	922	KIT, LR/DR, 2BR, 1.5BA	0.56279%
"	202	1,1	679	KIT, LR/DR, 1BR, 1BA	0.43773%
"	203	2,2	958	KIT, LR/DR, 2BR, 2BA	0.60969%
"	204	2,2	945	KIT, LR/DR, 2BR, 2BA	0.56123%
"	205	2,2	920	KIT, LR/DR, 2BR, 2BA	0.53465%
"	206	2,2	953	KIT, LR/DR, 2BR, 2BA	0.65346%
"	207	2,2	996	KIT, LR/DR, 2BR, 2BA	0.92235%
"	208	2,2	1010	KIT, LR/DR, 2BR, 2BA	0.95362%
"	209	1,1	926	KIT, LR/DR, 1BR, 1BA	0.59406%
"	211	Studio	516	KIT, LR/DR, BATH	0.42209%
"	212	2, 1	963	KIT, LR/DR, 1BR, 1BA	0.89108%
"	213	2,2	1022	KIT, LR/DR, 2BR, 2BA	0.95362%
"	214	1,1	652	KIT, LR/DR, 1BR, 1BA	0.50026%
"	215	2, 1 1/2	940	KIT, LR/DR, 2BR, 1.5BA	0.57842%
"	216	2, 1 1/2	909	KIT, LR/DR, 2BR, 1.5BA	0.62532%
"	217	2, 1 1/2	861	KIT, LR/DR, 2BR, 1.5BA	0.51589%
"	218	2, 1 1/2	853	KIT, LR/DR, 2BR, 1.5BA	0.50338%
"	219	2,2	1185	KIT, LR/DR, 2BR, 2BA	0.73475%
"	220	1,1	604	KIT, LR/DR, 1BR, 1BA	0.43773%
Third	301	2,2	923	KIT, LR/DR, 2BR, 2BA	0.56279%
"	302	1,1	674	KIT, LR/DR, 1BR, 1BA	0.48462%
"	303	2,2	953	KIT, LR/DR, 2BR, 2BA	0.56279%
"	304	2,2	941	KIT, LR/DR, 2BR, 2BA	0.59406%
"	305	2,2	923	KIT, LR/DR, 2BR, 2BA	0.56279%
"	306	2,2	953	KIT, LR/DR, 2BR, 2BA	0.68316%
"	307	2,2	988	KIT, LR/DR, 2BR, 2BA	0.92235%
"	308	2,2	1018	KIT, LR/DR, 2BR, 2BA	0.95362%
"	309	1,1	815	KIT, LR/DR, 1BR, 1BA	0.71912%
"	310	Studio	459	KIT, LR/DR, BATH	0.42209%
"	311	1,1	688	KIT, LR/DR, 1BR, 1BA	0.64096%
"	312	2, 1 1/2	1033	KIT, LR/DR, 2BR, 1.5BA	0.89108%
"	313	2,2	1022	KIT, LR/DR, 2BR, 2BA	0.95362%
"	314	1,1	652	KIT, LR/DR, 1BR, 1BA	0.53152%
"	315	2, 1 1/2	939	KIT, LR/DR, 2BR, 1.5BA	0.68785%
"	316	2, 1 1/2	909	KIT, LR/DR, 2BR, 1.5BA	0.65659%
"	317	2, 1 1/2	861	KIT, LR/DR, 2BR, 1.5BA	0.59406%
"	318	2, 1 1/2	853	KIT, LR/DR, 2BR, 1.5BA	0.55966%
"	319	2,2	1200	KIT, LR/DR, 2BR, 2BA	0.79729%
"	320	1,1	586	KIT, LR/DR, 1BR, 1BA	0.45336%

BAY SQUARE
EXHIBIT "B"

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX S.F.	NO. OF ROOMS	PROPORTIONATE INTEREST
Fourth	401	2.2	923	KIT, LR/DR, 2BR, 2BA	0.59093%
.	402	1.1	674	KIT, LR/DR, 1BR, 1BA	0.51589%
.	403	2.2	953	KIT, LR/DR, 2BR, 2BA	0.59093%
.	404	2.2	941	KIT, LR/DR, 2BR, 2BA	0.62376%
.	405	2.2	923	KIT, LR/DR, 2BR, 2BA	0.59093%
.	406	2.2	953	KIT, LR/DR, 2BR, 2BA	0.71287%
.	407	2.2	988	KIT, LR/DR, 2BR, 2BA	0.92235%
.	408	2.2	1018	KIT, LR/DR, 2BR, 2BA	0.95362%
.	409	1.1	815	KIT, LR/DR, 1BR, 1BA	0.62376%
.	410	Studio	459	KIT, LR/DR, BATH	0.46899%
.	411	1.1	688	KIT, LR/DR, 1BR, 1BA	0.67222%
.	412	2, 1 1/2	1033	KIT, LR/DR, 2BR, 1.5BA	0.89108%
.	413	2.2	1022	KIT, LR/DR, 2BR, 2BA	0.95049%
.	414	1.1	652	KIT, LR/DR, 1BR, 1BA	0.59406%
.	415	2, 1 1/2	936	KIT, LR/DR, 2BR, 1.5BA	0.71912%
.	416	2, 1 1/2	909	KIT, LR/DR, 2BR, 1.5BA	0.75039%
.	417	2, 1 1/2	861	KIT, LR/DR, 2BR, 1.5BA	0.85659%
.	418	2, 1 1/2	853	KIT, LR/DR, 2BR, 1.5BA	0.62532%
.	419	2.2	1200	KIT, LR/DR, 2BR, 2BA	0.82855%
.	420	1.1	586	KIT, LR/DR, 1BR, 1BA	0.48462%
Fifth	501	2.2	923	KIT, LR/DR, 2BR, 2BA	0.61907%
.	502	1.1	674	KIT, LR/DR, 1BR, 1BA	0.51589%
.	503	2.2	953	KIT, LR/DR, 2BR, 2BA	0.61907%
.	504	2.2	941	KIT, LR/DR, 2BR, 2BA	0.65346%
.	505	2.2	923	KIT, LR/DR, 2BR, 2BA	0.61907%
.	506	2.2	953	KIT, LR/DR, 2BR, 2BA	0.74257%
.	507	2.2	988	KIT, LR/DR, 2BR, 2BA	0.95362%
.	508	2.2	1018	KIT, LR/DR, 2BR, 2BA	0.98488%
.	509	1.1	815	KIT, LR/DR, 1BR, 1BA	0.68785%
.	510	Studio	459	KIT, LR/DR, BATH	0.46899%
.	511	1.1	688	KIT, LR/DR, 1BR, 1BA	0.70349%
.	512	2, 1 1/2	1033	KIT, LR/DR, 2BR, 1.5BA	0.92235%
.	513	2.2	1022	KIT, LR/DR, 2BR, 2BA	0.67222%
.	514	1.1	652	KIT, LR/DR, 1BR, 1BA	0.67222%
.	515	2, 1 1/2	939	KIT, LR/DR, 2BR, 1.5BA	0.75039%
.	516	2, 1 1/2	909	KIT, LR/DR, 2BR, 1.5BA	0.78165%
.	517	2, 1 1/2	861	KIT, LR/DR, 2BR, 1.5BA	0.68785%
.	518	2, 1 1/2	853	KIT, LR/DR, 2BR, 1.5BA	0.65659%
.	519	2.2	1200	KIT, LR/DR, 2BR, 2BA	0.67545%
.	520	1.1	586	KIT, LR/DR, 1BR, 1BA	0.51589%
Sixth	601	2.2	915	KIT, LR/DR, 2BR, 2BA	0.71912%
.	602	1.1	672	KIT, LR/DR, 1BR, 1BA	0.54716%
.	603	2.2	965	KIT, LR/DR, 2BR, 2BA	0.71912%
.	604	2.2	934	KIT, LR/DR, 2BR, 2BA	0.71912%

BAY SQUARE
EXHIBIT "B"

LOCATION (FLOOR)	UNIT NO.	UNIT TYPE	APPROX S.F.	NO. OF ROOMS	PROPORTIONATE INTEREST	
-	605	2,2	925	KIT, LR/DR, 2BR, 2BA	0.64721%	
-	606	2,2	968	KIT, LR/DR, 2BR, 2BA	1.00052%	
-	607	2,2	1221	KIT, LR/DR, 2BR, 2BA	1.00052%	
-	608	2,2	1219	KIT, LR/DR, 2BR, 2BA	1.00052%	
-	613	2,2	1154	KIT, LR/DR, 2BR, 2BA	1.00052%	
-	614	2,2	1124	KIT, LR/DR, 2BR, 2BA	0.90672%	
-	615	2,2	1034	KIT, LR/DR, 2BR, 2BA	0.93798%	
-	616	2,2	1085	KIT, LR/DR, 2BR, 2BA	1.01615%	
-	617	1,1	603	KIT, LR/DR, 1BR, 1BA	0.54716%	
Penthouse Level	PH1	2, 1 1/2	1434	KIT, LR/DR, 2BR, 1.5BA	1.18811%	
	PH2	2, 1 1/2	1344	KIT, LR/DR, 2BR, 1.5BA	1.18811%	
	PH3	2, 1 1/2	1124	KIT, LR/DR, 2BR, 1.5BA	1.32881%	
	PH4	2, 1 1/2	1086	KIT, LR/DR, 2BR, 1.5BA	1.18811%	
	PH5	2, 1 1/2	1001	KIT, LR/DR, 2BR, 1.5BA	1.18811%	
	PH6	2, 1 1/2	1322	KIT, LR/DR, 2BR, 1.5BA	1.32881%	
Garden Annex	First	1C	1,1	613	KIT, LR/DR, 1BR, 1BA	0.59406%
	-	1B	2,1	854	KIT, LR/DR, 2BR, 1BA	0.70349%
	-	1A	1,1	678	KIT, LR/DR, 1BR, 1BA	0.56279%
	Second	2C	1 BR	613	KIT, LR/DR, 1BR, 1BA	0.56279%
	-	2B	2 BR	851	KIT, LR/DR, 2BR, 2BA	0.64096%
	-	2A	2 BR	666	KIT, LR/DR, 2BR, 2BA	0.50026%
Third	3C	1 BR	633	KIT, LR/DR, 1BR, 1BA	0.50026%	
	-	3B	Studio	835	KIT, LR/DR, BATH	0.64096%
	-	3A	2 BR	880	KIT, LR/DR, 2BR, 2BA	0.78165%
COMMERCIAL						
First	C-1		4711	KIT, LR/DR, 1BR, 1BA	4.56485%	
	-	C-2	1480	KIT, LR/DR, 1BR, 1BA	1.43824%	
	-	C-3	3481	KIT, LR/DR, 1BR, 1BA	3.37674%	
Lower Garage	G-1		20800		6.25322%	
UNDERGROUND						
There are 80 underground spaces. Each with a proportionate interest of 0.06879% which will be expressed cumulatively in the unit deed along with the percentage of interest of the unit being conveyed.					5.50284%	
TOTAL OF PROPORTIONATE INTEREST					100.00000%	

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AMENDMENT TO MASTER DEED TO JOIN UNITS AND ESTABLISH USES

Pursuant to the rights reserved in Paragraph Four (4) of the Master Deed of the Bay Square Condominium dated March 15, 1989 and recorded with the Middlesex County Southern District Registry of Deeds in Book 19708, Page 491, the Successor Declarant to the aforesaid Condominium hereby modifies and amends the Master Deed for the purpose of joining Units 104 and 105 and establish uses which said units may enjoy.

WHEREAS, pursuant to Paragraph Six (6) of said Master Deed (Statement of Purposes), the Developer may designate certain units to be used for residential or office purposes, and

WHEREAS it is the intent of the Developer to exercise its rights under Paragraph Four (4) to join two of the units designated in said Paragraph Six (6), and

WHEREAS, such modifications to the units require an amendment to the said Master Deed and the plans, to so amend this Master Deed consistent with the proposed change.

NOW, THEREFORE, the said Master Deed is hereby amended to reflect certain cuts made in the common portion of the walls of said Units 104 and 105, as more completely shown on floor plans filed herewith, to effectuate ingress and egress between the said Units which, as designated by the first unit deed, shall be used, one for residential purposes and one for office purposes and which shall exist as a larger single unit.

This Amendment shall be null and void in the event the Declarant does not convey the units of record on, or prior to, July 18 1994, or on such later date as Declarant by amendment hereto recorded on, or prior to, that date shall designate. Should this Amendment so become null and void the rights of the Declarant with respect to units 104 and 105 shall remain in full force and effect.

Executed as a sealed instrument this 16 day of June, 1994.

Condominium
Bay Square Limited Partnership
BY: Resolution Trust Corporation as
Conservator of Old Stone Federal Savings Bank,
its General Partner
BY: Michele A. Roy

Book 19708 Page 491

State of Maine
Middlesex, SS.
Cumberland

Then personally appeared the above named Michele A. Roy Condominium and acknowledged the foregoing instrument to be the free act and deed of Bay Square Limited Partnership before me.

Michele A. Roy
Notary Public
My commission expires:

MICHELE A. ROY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES FEBRUARY 21, 2000





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Page: 1 of 2 08/09/2010 11:14 AM

BAY SQUARE CONDOMINIUM

AMENDMENT TO THE MASTER DEED

Reference is hereby made to a certain Master Deed of the Bay Square Condominium (the "Master Deed") recorded with the Middlesex South District Registry of Deeds in Book 19708, page 491.

The undersigned, representing a majority of the Trustees of said Condominium, under Declaration of Trust dated March 15, 1989 and recorded with said Deeds in Book 19708, page 513, as amended, hereby certify, pursuant to Section 8 of the Master Deed, that Unit Owners representing more than 75% of the undivided beneficial interest in the common areas and facilities of the Condominium have voted to amend the Master Deed by adding a new Subsection (f) to Section 7 thereof, providing as follows:

"(f) Except as set forth below, smoking is strictly prohibited within all Units, in or upon all balconies, decks, and patios, and in all the common areas within the Condominium building. As such, no person may smoke or carry any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to as "Smoke") in any Unit, inside any other portion of the building, or on any balcony, deck or patio.

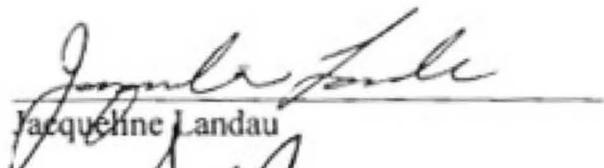
Notwithstanding the foregoing, any Unit which is occupied by a resident who smokes as of the date of recording of this provision with the Middlesex South District Registry of Deeds (the "Smoking Ban Effective Date") shall be defined as "Grandfathered Unit." To be deemed a Grandfathered Unit, the Unit Owner must notify the Board of Trustees in writing on or before the Smoking Ban Effective Date that a smoker resides in the Unit, which notification must specify the identity of the smoker(s) (the "Grandfathered Individual(s)"). Such Grandfathered Units shall be temporarily exempt from this smoking prohibition within such Units, subject to such reasonable conditions as the Trustees may by condition, rule or regulation impose, and the following conditions:

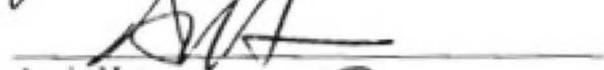
- a. Such exemption shall relate solely to the Grandfathered Unit, and not to any Common Areas of the Condominium.
- b. When a Grandfathered Individual no longer resides in a Grandfathered Unit at the Condominium, whether such Grandfathered Individual is a Unit Owner or a tenant, the Unit shall no longer be deemed a Grandfathered Unit and thereafter shall be subject to the terms of this smoking prohibition."

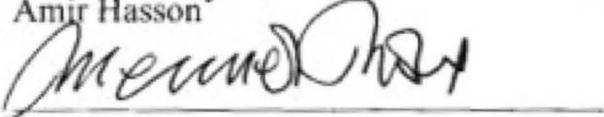
MARGINAL NOTIFICATION REQUESTED	
BOOK <u>19708</u> PAGE <u>491</u>	

Witness our hands and seals this 6 day of May, 2010.

BAY SQUARE CONDOMINIUM
BOARD OF TRUSTEES


Jacqueline Landau


Amir Hasson

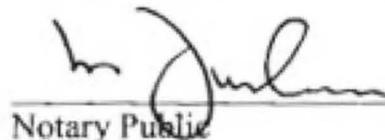

Mehmet Rona


Y. Debbie Liu

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 6 day of May, 2010, before me, the undersigned notary public, personally appeared Jacqueline Landau, Amir Hasson,
Mehmet Rona, Y. Debbie Liu, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Bay Squared Condominium Trust.


Notary Public
My Commission Expires: 3/26/15
Print Notary Public's Name: Mark Lockman
Qualified in the Commonwealth of Massachusetts