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MASTER DEED
of the
NORTHGATE GARDENS CONDOMINIUMS

Northgate Realty Corporation, a Massachusetts corporation with its usual place of business at 6 Jacqueline Road, Waltham, Middlesex County, Massachusetts (hereinafter with its successors and assigns called the "Sponsor"), being the sole owner of the land situated on Lexington Street, Waltham, Middlesex County, Massachusetts, described in paragraph 2 below, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A.

1. Name of Condominium and Trust Through Which Managed.

The name of the Condominium shall be NORTHGATE GARDENS CONDOMINIUMS. A Trust through which the Unit Owners will manage and regulate the Condominium has been established under the name of NORTHGATE GARDENS CONDOMINIUMS TRUST under Declaration of Trust of even date to be recorded herewith (hereinafter sometimes referred to as the "Trust"). All Unit Owners are cestuis que trustent of

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said Trust in proportion to their respective Beneficial Interests. The names and addresses of the original trustees thereof are as follows:

John F. Paino	Lincoln, Massachusetts
Richard J. Clery	Sudbury, Massachusetts
Elissa J. Sargent	Waltham, Massachusetts

(The trustees of the Trust are hereinafter collectively referred to as the "Trustees", which term shall include their successors in trust).

The terms of said Declaration of Trust have been enacted as, and comprise, the By-Laws of the Trust provided for in Chapter 183A.

2. Description of Land.

The certain parcel of land on the Easterly side of Lexington Street, Waltham, Middlesex County, Massachusetts described in the Rider attached hereto and made a part hereof. Being the premises described in a deed from Paino Associates, a Massachusetts limited partnership, to the Sponsor dated *June 21*, 1979 and recorded with Middlesex South District Registry of Deeds herewith.

The above described premises are subject to the rights and easements reserved by Sponsor herein, which shall, in all instances, be exercisable by Sponsor and its successors and assigns. The above described premises are conveyed subject also to existing encroachments of the tennis courts and utility shed and certain other improvements upon land not included within the above described premises, and to the rights and easements set forth or referred

to in the Rider attached hereto and made a part hereof, including without limitation the rights and easements of the owners and occupants of an adjoining parcel of land to use the roadways, swimming pool and related facilities, tennis courts and maintenance building and related areas and facilities on the above described premises as set forth in an instrument to be recorded with said Deeds herewith.

3. Description of Buildings.

There are fifty (50) buildings (hereinbefore and hereinafter referred to as the "Buildings") on said land. Each of such Buildings contains a basement and two (2) stories; the basements being used for storage and heater (utility) rooms, a laundry room, and residential units, and the first and second stories being used for residential units. The Buildings contain three hundred fifty-one (351) residential apartment units. The Buildings are of wood frame with brick veneer. The roofs of Buildings 43, 45, 49, 51, 52, 54, 55, 56, 57, 58, 62 and 64 Jacqueline Road are shingle, with hip roof design; the roofs of all of the other Buildings are tar and gravel.

4. Designation of Units and Their Boundaries.

(a) The Units. The residential apartment units comprising the condominium units (hereinafter referred to as the "Units"), and the designations, locations, approximate areas, number of rooms, Common Elements (as hereinafter defined) immediately accessible thereto, and the percentage interest of each Unit in

the Common Elements (the "Beneficial Interests") are as set forth in Exhibit A attached hereto and made a part hereof, and as shown on the floor plans referred to in paragraph 9 hereof. In addition to the rooms specified in Exhibit A, each of the Units contains closets.

The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject always to provisions of Paragraph 10 hereof.

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 10 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto: (a) to use one parking space as set forth in Paragraph 6 of this Master Deed; (b) to use any storage cubicle(s) designated in the first unit deed to such Unit; and (c) to use any patio or balcony to which there is direct access from the interior of such Unit. Such rights and easements shall not, in any event, be severed from ownership of the unit to which they are appurtenant (See also Section 6.1 of the Trust).

Each Unit Owner shall be responsible for cleaning and removing snow from any patio or balcony with respect to which such Unit Owner has an easement for exclusive use thereof.

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

- (i) Floors: The upper surface of the plyscore sub-flooring, or in the case of the basement floor, the upper surfaces of the concrete floor slab.
- (ii) Ceilings: The plane of the lower surface of the bracing strapping attached to the bottom of the ceiling joists or the plane of the lower surface of the ceiling joists where there is no such strapping.
- (iii) Interior walls: In the case of wood frame walls, or non-exposed concrete or other non-exposed masonry walls, the plane of the surface facing such Unit of the wall studs; or, where applicable, the interior surface of exposed concrete or other exposed masonry walls.
- (iv) Exterior Walls, Doors and Windows: The interior surface of exposed concrete or other exposed masonry walls; and the plane of the surface facing such unit of the wall studs in the case of wood-frame walls or non-exposed concrete or other non-exposed masonry walls; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames; provided, however, that no structural components of the Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any

system serving one or more other Units or the Common Elements, and no pipes forming part of the forced hot water heating system of the Buildings, shall be deemed to be a part of said Unit.

5. Common Elements.

The common areas and facilities of the Condominium (hereinafter called the "Common Elements") consist of the Property, as defined above, exclusive of the Units, including, without limitation, the following:

- (a) The land described in paragraph 2 above, subject to rights and easements as set forth herein;
- (b) The foundations, supports, roofs, and entrances and exits of the Buildings, and exterior and interior walls within the Buildings (other than any portion of said exterior and interior walls, included in the Units as specified in paragraph 4 above);
- (c) The entrance lobbies and vestibules, halls, laundry spaces and facilities, heater rooms, and corridors serving more than one Unit, and the mailboxes, closets, fire extinguishers and other facilities therein, and public stairways;
- (d) Installations of services such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit other than pipes forming part of the forced hot water heating system of the Buildings);
- (e) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, including the pipes forming part of the forced hot water heating system of the Buildings, together with an easement of access thereto for maintenance, repair, and replacement;

- (f) The storage cubicles and areas located outside the Units, provided, however, that each Unit Owner shall have an easement for the exclusive use of any storage cubicle(s) designated in the first Unit deed to such Unit;
- (g) All common equipment wherever located in, on, or around the Buildings;
- (h) The outdoor parking area subject to the rights of Unit Owners set forth in Paragraph 6 hereof;
- (i) All maintenance buildings and facilities, including the maintenance garage;
- (j) The yards, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, including walls, bulkheads, railings, and steps; provided, however that each Unit Owner whose Unit has direct access from the interior of his Unit to a patio or balcony shall have an easement for the exclusive use of such patio or balcony;
- (k) The swimming pool and pool house, tennis courts and other common recreational facilities;
- (m) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Building; and
- (n) All other items listed as such in Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions hereof and of the Trust, and to rules and regulations promulgated pursuant to the Trust with respect to the use thereof, and to assignments of, and grants of easements for, storage areas and storage cubicles and parking.

6. Parking Areas.

Each Unit Owner shall have the exclusive right and easement, as appurtenant to that Unit, to use for the parking of a motor vehicle, one parking space within the outdoor parking area, which

parking space may be designated from time to time by the Trustees. Unless and until a particular parking space is so designated such right and easement shall be deemed to be granted in and to one undesignated parking space in that portion of the outdoor parking area designated for Unit Owner parking. The foregoing right and easement shall not, in any event, be severed from ownership of the unit to which it is appurtenant.

7. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units; Right of Access.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium 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, flues, cables, conduits, public utility lines, and other Common Elements located in such Unit and serving any other Unit. The manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit or a Common Element, or for the purpose of performing installations,

alterations or repairs to the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Buildings. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8. 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 (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of any of the Buildings, or (c) repair or restoration of any of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

9. Site Plan and Floor Plans.

Simultaneously with the recording hereof there has been recorded a site plan and a set of the floor plans of the Buildings, showing the layout, location, Unit numbers and dimensions of the Units, stating the number of each Building (said buildings having no names), and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

10. Use of the Buildings and the Units; and Restrictions on Use of the Buildings and Units.

The purposes for which the Buildings, and the Units and Common Elements are intended to be used are as follows:

A. Each of the Units is intended to be used solely for residential purposes, subject, in all events, to the restrictions set forth below in this Paragraph 10, provided, however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 10, and certain Units may be used for medical or dental offices pursuant to the provisions of Subparagraph C of this Paragraph 10.

B. The parking spaces within the Common Elements are intended to be used for the parking of currently registered and licensed private passenger cars, in operating condition, of occupants of Units and their guests and invitees, and not for trucks, boats, trailers or other vehicles or items except in connection with the operation and maintenance of the Condominium, or as provided in the covenants referred to herein, or with the prior written permission of the Trustees; provided, however, that such parking spaces may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 10.

C. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust: (a) no Unit shall be used for any purpose other

than as a residence except as otherwise provided in this Paragraph 10; (b) no business activities of any nature shall be conducted in any such Unit, except as provided in Subparagraphs A and D of this Paragraph 10, and except that Unit 25-A in Building Number 25 and Unit 15-B in Building Number 15, may be used for medical or dental offices, to the extent the deed of each such Unit from the Sponsor so states; (c) no portion of a Unit (other than the entire Unit) may be leased or rented; (d) no animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees which approval may be revoked at any time for any reason, or without reason; the keeping of any pet even with such approval shall be subject to the rules and regulations adopted by the Trustees and subject to the condition that they are not kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Trustees. In no event shall any dog be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or landscaped area under any circumstances, except that a Unit Owner's dog shall be permitted in the patio or balcony in which such Unit Owner has an exclusive easement as herein provided. All pets must be identified and registered upon execution of a purchase and sale agreement with the Sponsor or its

successors and assigns; (e) the architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality: no porch, patio, balcony, terrace, garden or yard enclosure, awning, screen, antenna, sign (except as provided in Section 5.15 of the Trust), 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; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window. Provided, however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Buildings are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and subject to such conditions as the Trustees impose with respect to such changes; and further provided that an owner of two (2) Units may, subject to the same conditions and approvals, remove all or part of an interior wall or ceiling or floor separating such Units; (f) all maintenance and use by Unit Owners of patios, terraces, balconies, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification; (g) all use and maintenance of the Units shall be conducted in a manner consistent with the

comfort and convenience of the occupants of other Units and in accordance with provisions of rules and regulations with respect thereto from time to time promulgated by the Trustees; (h) the Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units; (i) no nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents; (j) no immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees; (k) for soundproofing purposes all Units must at all times have floor coverings of the same basic characteristics as those initially provided or offered by the Sponsor or other floor coverings approved in writing by the Trustees; (l) a Unit Owner shall not place or cause to be placed in the lobbies, vestibules, stair halls, public halls, corridors, stairways or other Common Elements, other than a patio, balcony, or storage space to which such Unit Owner has exclusive rights,

any furniture, packages, or objects of any kind. The public halls, corridors, stair halls, and stairways shall be used for no purpose other than normal transit through them. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements. There shall be no parking on the Property except in the parking spaces; and parking in said spaces shall be limited to those having rights to park in same; and (m) no Unit may be partitioned or subdivided without the prior approval of the holder of any first mortgage on such Unit.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the common areas and facilities, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

D. Notwithstanding anything to the contrary contained herein, the Sponsor may, until all of said Units have been sold by said Sponsor, (i) use any Units owned by the Sponsor as models for display, as offices and/or as storage areas or for any other

uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units, and (ii) use any parking spaces for parking of trucks, for storage, or for any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units, and (iii) place on the exterior of or in the window of any unsold Units, a sign, plaque or communication in connection with the sale or leasing of Units owned by Sponsor.

E. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate (i) to ensure that the Buildings, Units and parking spaces are used for the purposes set forth in Subparagraph A and Subparagraph B above and to protect the architectural integrity of the Buildings, and (ii) to govern the use of the Common Elements and the recreational facilities included therein.

11. Amendments of Master Deed.

This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to seventy-five per cent (75%) or more in interest of the Beneficial Interests; (b) signed and acknowledged by a majority of the Trustees of the Trust; and (c) duly recorded with the Middlesex South District Registry of Deeds,

PROVIDED, HOWEVER, that:

- (i) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date;
- (ii) 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 Owner of the Unit so altered;
- (iii) No instrument of amendment which alters the Beneficial Interests shall be of any force or effect unless the same has been signed by the Owners of all the Units and by all holders of first mortgages of record on Units and said instrument is recorded as an Amended Master Deed;
- (iv) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or savings and loan association or insurance company or a purchase money mortgage held by the Sponsor, or its successors or assigns, shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;
- (v) 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;
- (vi) No instrument of amendment which alters or violates any of the rights reserved to the Sponsor herein or in the Trust shall be of any force or effect unless the same has been assented to in writing by the Sponsor or its successors or assigns; and
- (vii) No instrument of amendment which alters this Master Deed in any material way shall be effective without the approval of all holders of first mortgages of record on Units.

12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, Rules and Regulations.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with,

the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and any rules and regulations promulgated pursuant to the Trust, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and such rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and 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.

13. Invalidity.

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

14. Waiver.

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

15. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

16. Compliance.

This Master Deed is set forth to comply with the requirements of Chapter 183A.

17. Chapter 183A.

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Trust, 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 common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

18. Meanings of Terms.

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

IN WITNESS WHEREOF, Northgate Realty Corporation has caused these presents to be executed as a sealed instrument in its name

and behalf by Richard J. Clery, its President and Treasurer
this 21st day of June, 1979.

NORTHGATE REALTY CORPORATION

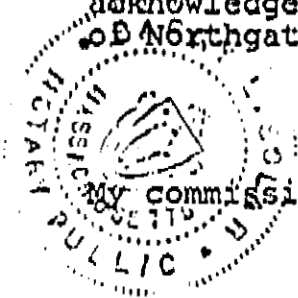
By: Richard J. Clery
Richard J. Clery, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 21, 1979

Then personally appeared the above-named Richard J. Clery,
President and Treasurer of Northgate Realty Corporation and
acknowledged the foregoing instrument to be the free act and deed
of Northgate Realty Corporation before me,



Barry L. Solar
Notary Public Barry L. Solar

RIDER

A certain parcel of land, with the buildings and other improvements thereon, on the easterly side of Lexington Street, Waltham, Middlesex County, Massachusetts, shown on a plan entitled "Northgate Gardens Condominiums, Waltham, Mass." dated March 5, 1979 by McCourt Associates Inc., consisting of Sheets 1 and 2, to be recorded with Middlesex South District Registry of Deeds herewith, and bounded and described according to said plan as follows:

Westerly by Lexington Street by three lines measuring respectively, 19.84 feet, 108.00 feet, and 80.8± feet;

Northerly 83.03 feet;

Northwesterly by three lines measuring respectively, 27.73 feet, 61.70 feet and 13.0 feet;

Northeasterly 30.00 feet; and

Northwesterly again by four lines measuring respectively, 214.72 feet, 10.8 feet, 112.60 feet and 151.57 feet.

Said last nine measurements all being by land now or formerly of Paine Associates as shown on said plan.

Northeasterly again 74.58 feet;

Northwesterly again 71.30 feet;

Northeasterly again 170.18 feet;

Northwesterly again 25.00 feet.

Said last four measurements all being by Parcel 'A' as shown on said plan.

Northeasterly again by a 40.00' Right of Way and by land now or formerly of The Roman Catholic Archbishop of Boston as shown on said plan, by eight lines measuring respectively, 346.7± feet; 147.55 feet; 78.96 feet; 68.12 feet; 143.62 feet; 81.06 feet; 69.46 feet and 153.76 feet;

Southeasterly by land now or formerly of The Roman Catholic Archbishop of Boston as shown on said plan, by four lines measuring respectively, 201.23 feet, 424.78 feet; 271.56 feet and 26.04 feet; and

Southwesterly by land now or formerly of The Roman Catholic Archbishop of Boston as shown on said plan, by three lines measuring respectively, 91.00 feet; 270.51 feet and 647 $\frac{1}{2}$ feet.

The above-described land consists of: 1) a parcel containing an area of 949,872 square feet (21.81 acres) including Jacqueline Road and Lionel Avenue and a portion of Dolores Avenue, and including also the parcel labelled R.O.W. on said plan; 2) a parcel of land containing 30,400 square feet of land; and 3) a parcel labelled "Parcel 'M'" on said plan containing an area of 3,000 square feet, all according to said plan.

Subject to an order of taking by the City of Waltham, recorded with Middlesex South District Registry of Deeds in Book 10058, Page 384.

Subject also to easements granted to Boston Edison Company, one dated March 4, 1964 and recorded with said Deeds in Book 10535, Page 133 and the other dated December 20, 1965 and recorded with said Deeds in Book 11044, Page 156.

Subject also to an order of taking by the City of Waltham, recorded with said Deeds in Book 11835, Page 256.

Subject also to a Declaration of Easements to be recorded herewith.

Subject also to an easement granted to Boston Edison Company and New England Telephone and Telegraph Company, by instrument dated August 14, 1978 and recorded with said Deeds in Book 13517, Page 722.

EXHIBIT A TO MASTER DEED:
INFORMATION CONCERNING INDIVIDUAL UNITS

BK 13718 PG 535
1.

<u>Unit No.</u>	<u>Location</u> Build- ing No.	<u>Floor</u>	<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patio (SF)</u>	<u>Number of Rooms</u> (Number does not include closets, but does include bathrooms)	<u>Percentage Interest in Common Elements</u> (Beneficial Interest)
<u>JACQUELINE ROAD</u>						
43-1	43	First	8'-3½	910	6	.31256
43-2	43	First	8-3½	575	5	.22184
43-3	43	First	8-3½	910	6	.31256
43-4	43	First	8-3½	720	5	.26308
43-5	43	Second	7-10½	910	6	.32905
43-6	43	Second	7-10½	720	5	.27215
43-7	43	Second	8-0½	910	6	.32905
43-8	43	Second	8-0½	720	5	.27215
43-9	43	Third	8-0½	910	6	.33730
43-10	43	Third	8-0½	720	5	.27627
43-11	43	Third	8-1½	910	6	.33730
43-12	43	Third	8-0½	720	5	.27627
45-2	45	First	8-3½	910	6	.31256
45-3	45	First	8-3½	720	5	.26308
45-4	45	First	8-3½	910	6	.31256
45-5	45	Second	8-0½	720	5	.27215
45-6	45	Second	8-0½	910	6	.32905
45-7	45	Second	8-0½	720	5	.27215
45-8	45	Second	8-0½	910	6	.32905
45-9	45	Third	8-0½	720	5	.27627
45-10	45	Third	8-0½	910	6	.33730
45-11	45	Third	8-0½	720	5	.27627
45-12	45	Third	8-0½	910	6	.33730
49-1	49	First	8-3½	910	6	.31256
49-2	49	First	8-3½	575	5	.22184
49-3	49	First	8-3½	910	6	.31256
49-4	49	First	8-3½	720	5	.26308
49-5	49	Second	8-0½	910	6	.32905
49-6	49	Second	8-0½	720	5	.27215
49-7	49	Second	8-0½	910	6	.32905
49-8	49	Second	8-0½	720	5	.27215
49-9	49	Third	8-1½	910	6	.33730
49-10	49	Third	8-0½	720	5	.27627
49-11	49	Third	8-1½	910	6	.33730
49-12	49	Third	8-0½	720	5	.27627
51-2	51	First	8-3½	910	6	.31256
51-3	51	First	8-3½	720	5	.26308
51-4	51	First	8-3½	910	6	.31256
51-5	51	Second	8-0½	720	5	.27215
51-6	51	Second	8-0½	910	6	.32905
51-7	51	Second	8-0½	720	5	.27215
51-8	51	Second	8-0½	910	6	.32905
51-9	51	Third	8-0½	720	5	.27627
51-10	51	Third	8-1½	910	6	.33730
51-11	51	Third	8-0½	720	5	.27627
51-12	51	Third	8-1½	910	6	.33730

<u>Unit No.</u>	<u>Location</u> Build- ing No.	<u>Floor</u>	<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patio (SF)</u>	<u>Number of Rooms (Number does not include closets, but does include bathrooms)</u>	<u>Percentage Interest in Common Elements (Beneficial Interest)</u>
JACQUELINE ROAD						
55-1	55	First	8-3½	910	6	.31256
55-2	55	First	8-3½	575	5	.22184
55-3	55	First	8-3½	910	6	.31256
55-4	55	First	8-3½	720	5	.26308
55-5	55	Second	8-0½	910	6	.32905
55-6	55	Second	8-0½	720	5	.27215
55-7	55	Second	8-0½	910	6	.32905
55-8	55	Second	8-0½	720	5	.27215
55-9	55	Third	8-0½	910	6	.33730
55-10	55	Third	8-0½	720	5	.27627
55-11	55	Third	8-0½	910	6	.33730
55-12	55	Third	8-0½	720	5	.27627
57-2	57	First	8-3½	910	6	.31256
57-3	57	First	8-3½	720	5	.26308
57-4	57	First	8-3½	910	6	.31256
57-5	57	Second	8-0½	720	5	.27215
57-6	57	Second	8-0½	910	6	.32905
57-7	57	Second	8-0½	720	5	.27215
57-8	57	Second	8-0½	910	6	.32905
57-9	57	Third	8-0½	720	5	.27627
57-10	57	Third	8-0½	910	6	.33730
57-11	57	Third	8-0½	720	5	.27627
57-12	57	Third	8-0½	910	6	.33730
52-1	52	First	7-7 3/4	910	6	.31256
52-3	52	First	7-6½	910	6	.31256
52-4	52	First	7-8½	720	5	.26308
52-5	52	Second	8-2½	910	6	.32905
52-6	52	Second	8-2½	720	5	.27215
52-7	52	Second	8-0½	910	6	.32905
52-8	52	Second	7-11½	720	5	.27215
52-9	52	Second	8-0½	910	6	.33730
52-10	52	Second	8-0½	720	5	.27627
52-11	52	Second	8-0½	910	6	.33730
52-12	52	Second	8-3½	720	5	.27627
54-1	54	First	7-6½	575	5	.22184
54-2	54	First	7-7½	910	6	.31256
54-3	54	First	7-6½	720	5	.26308
54-4	54	First	7-7½	910	6	.31256
54-5	54	Second	8-0½	720	5	.27215
54-6	54	Second	8-0½	910	6	.32905
54-7	54	Second	8-1½	720	5	.27215
54-8	54	Second	8-1½	910	6	.32905
54-9	54	Third	8-2½	720	5	.27627
54-10	54	Third	8-2½	910	6	.33730
54-11	54	Third	8-2½	720	5	.27627
54-12	54	Third	8-2½	910	6	.33730

EXHIBIT A TO MASTER DEED:
INFORMATION CONCERNING INDIVIDUAL UNITS

BK 13718 PG 537

3.

<u>Unit No.</u>	<u>Location</u> Build- ing No.	<u>Floor</u>	<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patio (SF)</u>	<u>Number of Rooms</u> (Number does not include closets, but does include bathrooms)	<u>Percentage Interest in Common Elements</u> (Beneficial Interest)
<u>JACQUELINE ROAD</u>						
56-1	56	First	8-3 $\frac{1}{2}$	910	6	.31256
56-3	56	First	8-3 $\frac{1}{2}$	910	6	.31256
56-4	56	First	8-3 $\frac{1}{2}$	720	5	.26308
56-5	56	Second	7-11 $\frac{1}{2}$	910	6	.32905
56-6	56	Second	7-11 $\frac{1}{2}$	720	5	.27215
56-7	56	Second	7-11 $\frac{1}{2}$	910	6	.32905
56-8	56	Second	7-11 $\frac{1}{2}$	720	5	.27215
56-9	56	Third	8-0 $\frac{1}{2}$	910	6	.33730
56-10	56	Third	8-0 $\frac{1}{2}$	720	5	.27627
56-11	56	Third	8-0 $\frac{1}{2}$	910	6	.33730
56-12	56	Third	8-0 $\frac{1}{2}$	720	5	.27627
58-1	58	First	8-3 $\frac{1}{2}$	575	5	.22184
58-2	58	First	8-3 $\frac{1}{2}$	910	6	.31256
58-3	58	First	8-3 $\frac{1}{2}$	720	5	.26308
58-4	58	First	8-3 $\frac{1}{2}$	910	6	.31256
58-5	58	Second	7-11 $\frac{1}{2}$	720	5	.27215
58-6	58	Second	7-11 $\frac{1}{2}$	910	6	.32905
58-7	58	Second	7-11 $\frac{1}{2}$	720	5	.27215
58-8	58	Second	7-11 $\frac{1}{2}$	910	6	.32905
58-9	58	Third	8-0 $\frac{1}{2}$	720	5	.27627
58-10	58	Third	8-0 $\frac{1}{2}$	910	6	.33730
58-11	58	Third	7-11 $\frac{3}{4}$	720	5	.27627
58-12	58	Third	8-0 $\frac{1}{2}$	910	6	.33730
64-1	64	First	8-3 $\frac{1}{2}$	910	6	.31256
64-2	64	First	8-3 $\frac{1}{2}$	575	5	.22184
64-3	64	First	8-3 $\frac{1}{2}$	910	6	.31256
64-4	64	First	8-2 $\frac{3}{4}$	720	5	.26308
64-5	64	Second	7-11 $\frac{1}{2}$	910	6	.32905
64-6	64	Second	7-11 $\frac{1}{2}$	720	5	.27215
64-7	64	Second	7-11 $\frac{1}{2}$	910	6	.33730
64-8	64	Second	7-11 $\frac{1}{2}$	720	5	.27627
64-9	64	Third	8-0 $\frac{1}{2}$	910	6	.33730
64-10	64	Third	7-11 $\frac{1}{2}$	720	5	.27627
64-11	64	Third	8-0 $\frac{1}{2}$	910	6	.34554
64-12	64	Third	7-11 $\frac{3}{4}$	720	5	.28001
62-2	62	First	8-3 $\frac{1}{2}$	910	6	.31256
62-3	62	First	8-3 $\frac{1}{2}$	720	5	.26308
62-4	62	First	8-3 $\frac{1}{2}$	910	6	.31256
62-5	62	Second	7-11 $\frac{1}{2}$	720	5	.27215
62-6	62	Second	7-10 $\frac{3}{4}$	910	6	.32905
62-7	62	Second	7-11 $\frac{1}{2}$	720	5	.27627
62-8	62	Second	8-1 $\frac{1}{2}$	910	6	.33235
62-9	62	Third	8-0 $\frac{1}{2}$	720	5	.27215
62-10	62	Third	8-0 $\frac{1}{2}$	910	6	.33730
62-11	62	Third	7-11 $\frac{1}{2}$	720	5	.27957
62-12	62	Third	8-0 $\frac{1}{2}$	910	6	.34142

<u>Unit No.</u>	<u>Location</u>		<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patio (SF)</u>	<u>Number of Rooms (Number does not include closets, but does include bathrooms)</u>	<u>Percentage Interest in Common Elements (Beneficial Interest)</u>
	<u>Build- ing No.</u>	<u>Floor</u>				
JACQUELINE ROAD						
6-A	6	First	7-11½	760	5	.27545
6-C	6	Second	7-11½	780	5	.28782
6-D	6	Second	7-11½	780	5	.27957
6-E	6	Third	7-11½	780	5	.29194
6-F	6	Third	7-11½	780	5	.28369
12-A	12	First	7-11½	710	4	.23833
12-B	12	First	7-11½	760	5	.27545
12-C	12	Second	7-11½	780	5	.27957
12-D	12	Second	7-11½	780	5	.28782
12-E	12	Third	7-11½	780	5	.28369
12-F	12	Third	7-11½	780	5	.29194
20-A	20	First	7-11½	760	5	.27545
20-B	20	First	7-11½	710	4	.23833
20-C	20	Second	7-11½	780	5	.28782
20-D	20	Second	7-11½	780	5	.27957
20-E	20	Third	7-11½	780	5	.29194
20-F	20	Third	7-11½	780	5	.28369
22-B	22	First	7-11½	760	5	.27545
22-C	22	Second	7-11½	780	5	.27957
22-D	22	Second	7-11½	780	5	.28782
22-E	22	Third	7-11½	780	5	.28369
22-F	22	Third	7-11½	780	5	.29194
30-A	30	First	7-11½	760	5	.27132
30-B	30	First	7-11½	710	4	.23833
30-C	30	Second	7-11½	780	5	.28369
30-D	30	Second	7-11½	780	5	.27545
30-E	30	Third	7-11½	780	5	.28782
30-F	30	Third	7-11½	780	5	.27957
32-B	32	First	7-11½	760	5	.27132
32-C	32	Second	7-11½	780	5	.27545
32-D	32	Second	7-11½	780	5	.28369
32-E	32	Third	7-11½	780	5	.27957
32-F	32	Third	7-11½	780	5	.28782
36-A	36	First	7-11½	830	5	.28782
36-B	36	First	7-11½	450	4	.20617
36-C	36	Second	7-11½	850	5	.30431
36-D	36	Second	7-11½	780	5	.27545
36-E	36	Third	7-11½	850	5	.31256
36-F	36	Third	7-11½	780	5	.27957
38-A	38	First	7-11½	430	4	.18143
38-B	38	First	7-11½	830	5	.28782
38-C	38	Second	7-11½	780	5	.27545
38-D	38	Second	7-11½	850	5	.30431
38-E	38	Third	7-11½	780	5	.27957
38-F	38	Third	7-11½	850	5	.31256

EXHIBIT A TO MASTER DEED:
 INFORMATION CONCERNING INDIVIDUAL UNITS **BK 13718 PG 539**

<u>Unit No.</u>	<u>Location</u> Build- ing No.	<u>Floor</u>	<u>Celling Height</u>	<u>Approximate Area, not including balconies or patios (SF)</u>	<u>Number of Rooms (Number does not include closets, but does include bathrooms)</u>	<u>Percentage Interest in Common Elements (Beneficial Interest)</u>
JACQUELINE ROAD						
33-A	33	First	7-11½	830	5	.28782
33-B	33	First	7-11½	450	4	.20617
33-C	33	Second	7-11½	850	5	.30431
33-D	33	Second	7-11½	780	5	.27545
33-E	33	Third	7-11½	850	5	.31256
33-F	33	Third	7-11½	780	5	.27957
35-A	35	First	7-11½	430	4	.18143
35-B	35	First	7-11½	850	5	.28782
35-C	35	Second	7-11½	780	5	.27545
35-D	35	Second	7-11½	850	5	.30431
35-E	35	Third	7-11½	780	5	.27957
35-F	35	Third	7-11½	850	5	.31256
27-A	27	First	7-11½	830	5	.28782
27-B	27	First	7-11½	450	4	.20617
27-C	27	Second	7-11½	850	5	.30431
27-D	27	Second	7-11½	780	5	.27545
27-E	27	Third	7-11½	850	5	.31256
27-F	27	Third	7-11½	780	5	.27957
29-A	29	First	7-11½	430	4	.18143
29-B	29	First	7-11½	830	5	.28782
29-C	29	Second	7-11½	780	5	.27545
29-D	29	Second	7-11½	850	5	.30431
29-E	29	Third	7-11½	780	5	.27957
29-F	29	Third	7-11½	850	5	.31256
23-A	23	First	7-11½	710	4	.23833
23-B	23	First	7-11½	760	5	.27132
23-C	23	Second	7-11½	780	5	.27545
23-D	23	Second	7-11½	780	5	.28369
23-E	23	Third	7-11½	780	5	.27957
23-F	23	Third	7-11½	780	5	.28782
19-A	19	First	7-11½	760	5	.27132
19-C	19	Second	7-11½	780	5	.27545
19-D	19	Second	7-11½	780	5	.28369
19-E	19	Third	7-11½	780	5	.28782
19-F	19	Third	7-11½	780	5	.27957
9-A	9	First	7-11½	760	5	.27132
9-C	9	Second	7-11½	780	5	.28369
9-D	9	Second	7-11½	780	5	.27545
9-E	9	Second	7-11½	780	5	.28782
9-F	9	Second	7-11½	780	5	.27957
11-A	11	First	7-11½	710	4	.23833
11-B	11	Second	7-11½	760	5	.27132
11-C	11	Second	7-11½	780	5	.27545
11-D	11	Second	7-11½	780	5	.28369
11-E	11	Third	7-11½	780	5	.27957
11-F	11	Third	7-11½	780	5	.28782

<u>Unit No.</u>	<u>Location</u> Build- ing No.	<u>Floor</u>	<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patio (SF)</u>	<u>Number of Rooms (Number does not include closets, but does include bathrooms)</u>	<u>Percentage Interest in Common Elements (Beneficial Interest)</u>
<u>LIONEL AVENUE</u>						
36-A	36	First	7-11½	760	5	.27132
36-C	36	Second	7-11½	780	5	.28369
36-D	36	Second	7-11½	780	5	.27545
36-E	36	Third	7-11½	780	5	.28782
36-F	36	Third	7-11½	780	5	.27957
42-A	42	First	7-11½	710	4	.23833
42-B	42	First	7-11½	760	5	.27132
42-C	42	Second	7-11½	780	5	.27545
42-D	42	Second	7-11½	780	5	.28369
42-E	42	Third	7-11½	780	5	.27957
42-F	42	Third	7-11½	780	5	.28782
44-A	44	First	7-11½	760	5	.27132
44-B	44	First	7-11½	710	4	.23833
44-C	44	Second	7-11½	780	5	.28369
44-D	44	Second	7-11½	780	5	.27545
44-E	44	Third	7-11½	780	5	.28782
44-F	44	Third	7-11½	780	5	.27957
50-B	50	First	7-11½	760	5	.27132
50-C	50	Second	7-11½	780	5	.27545
50-D	50	Second	7-11½	780	5	.28369
50-E	50	Third	7-11½	780	5	.27957
50-F	50	Third	7-11½	780	5	.28782
54-A	54	First	7-11½	760	5	.27132
54-C	54	Second	7-11½	780	5	.28369
54-D	54	Second	7-11½	780	5	.27545
54-E	54	Third	7-11½	780	5	.28782
54-F	54	Third	7-11½	780	5	.27957
60-A	60	First	7-11½	710	4	.23833
60-B	60	First	7-11½	760	5	.27132
60-C	60	Second	7-11½	780	5	.27545
60-D	60	Second	7-11½	780	5	.28369
60-E	60	Third	7-11½	780	5	.27957
60-F	60	Third	7-11½	780	5	.28782
76-A	76	First	7-11½	760	5	.27132
76-C	76	Second	7-11½	780	5	.28369
76-D	76	Second	7-11½	780	5	.27545
76-E	76	Third	7-11½	780	5	.28782
76-F	76	Third	7-11½	780	5	.27957
82-A	82	First	7-11½	710	4	.23833
82-B	82	First	7-11½	760	5	.27132
82-C	82	Second	7-11½	780	5	.27545
82-D	82	Second	7-11½	780	5	.28369
82-E	82	Third	7-11½	780	5	.27957
82-F	82	Third	7-11½	780	5	.28782

EXHIBIT A TO MASTER DEED:
INFORMATION CONCERNING INDIVIDUAL UNITS

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7.

<u>Unit No.</u>	<u>Location</u>		<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patios (SF)</u>	<u>Number of Rooms (Number does not include closets, but does include bathrooms)</u>	<u>Percentage Interest in Common Elements (Beneficial Interest)</u>
	<u>Build- ing No.</u>	<u>Floor</u>				
<u>LIONEL AVENUE</u>						
85-A	85	First	7-11½	760	5	.27132
85-C	85	Second	7-11½	780	5	.28369
85-D	85	Second	7-11½	780	5	.27545
85-E	85	Third	7-11½	780	5	.28782
85-F	85	Third	7-11½	780	5	.27957
81-A	81	First	7-11½	710	4	.23833
81-B	81	First	7-11½	760	5	.27132
81-C	81	Second	7-11½	780	5	.27545
81-D	81	Second	7-11½	780	5	.28369
81-E	81	Third	7-11½	780	5	.27957
81-F	81	Third	7-11½	780	5	.28782
79-A	79	First	7-11½	760	5	.27132
79-C	79	Second	7-11½	780	5	.28369
79-D	79	Second	7-11½	780	5	.27545
79-E	79	Third	7-11½	780	5	.28782
79-F	79	Third	7-11½	780	5	.27957
73-A	73	First	7-11½	710	4	.23833
73-B	73	First	7-11½	760	5	.27132
73-C	73	Second	7-11½	780	5	.27545
73-D	73	Second	7-11½	780	5	.28369
73-E	73	Third	7-11½	780	5	.27957
73-F	73	Third	7-11½	780	5	.28782
63-A	63	First	7-11½	760	5	.27132
63-B	63	First	7-11½	710	4	.23833
63-C	63	Second	7-11½	780	5	.28369
63-D	63	Second	7-11½	780	5	.27545
63-E	63	Third	7-11½	780	5	.28782
63-F	63	Third	7-11½	780	5	.27957
57-B	57	First	7-11½	760	5	.27132
57-C	57	Second	7-11½	780	5	.27545
57-D	57	Second	7-11½	780	5	.28369
57-E	57	Third	7-11½	780	5	.27957
57-F	57	Third	7-11½	780	5	.28782
53-A	53	First	7-11½	760	5	.27132
53-C	53	Second	7-11½	780	5	.28369
53-D	53	Second	7-11½	780	5	.27545
53-E	53	Third	7-11½	780	5	.28782
53-F	53	Third	7-11½	780	5	.27957
47-A	47	First	7-11½	710	4	.23833
47-B	47	First	7-11½	760	5	.27132
47-C	47	Second	7-11½	780	5	.27545
47-D	47	Second	7-11½	780	5	.28369
47-E	47	Third	7-11½	780	5	.27957
47-F	47	Third	7-11½	780	5	.28782

<u>Unit No.</u>	<u>Location</u>		<u>Ceiling Height</u>	<u>Approximate Area, not including balconies or patios (SF)</u>	<u>Number of Rooms (Number does not include closets, but does include bathrooms)</u>	<u>Percentage Interest in Common Elements (Beneficial Interest)</u>
	<u>Build- ing No.</u>	<u>Floor</u>				
<u>LIONEL AVENUE</u>						
41-A	41	First	7-11½	760	5	.27132
41-B	41	First	7-11½	710	4	.23833
41-C	41	Second	7-11½	780	5	.28369
41-D	41	Second	7-11½	780	5	.27545
41-E	41	Third	7-11½	780	5	.28782
41-F	41	Third	7-11½	780	5	.27957
35-B	35	First	7-11½	760	5	.27132
35-C	35	Second	7-11½	780	5	.27545
35-D	35	Second	7-11½	780	5	.28369
35-E	35	Third	7-11½	780	5	.27957
35-F	35	Third	7-11½	780	5	.28782
25-A	25	First	7-11½	760	5	.27132
25-C	25	Second	7-11½	780	5	.28369
25-D	25	Second	7-11½	780	5	.27545
25-E	25	Third	7-11½	780	5	.28782
25-F	25	Third	7-11½	780	5	.27957
15-A	15	First	7-11½	710	4	.23833
15-B	15	First	7-11½	760	5	.27132
15-C	15	Second	7-11½	780	5	.27545
15-D	15	Second	7-11½	780	5	.28369
15-E	15	Third	7-11½	780	5	.27957
15-F	15	Third	7-11½	780	5	.28782
90-A	90	First	7-11½	830	5	.28782
90-B	90	First	7-11½	450	4	.20617
90-C	90	Second	7-11½	850	5	.30431
90-D	90	Second	7-11½	780	5	.27545
90-E	90	Third	7-11½	850	5	.31256
90-F	90	Third	7-11½	780	5	.27957
96-A	96	First	7-11½	430	4	.18143
96-B	96	First	7-11½	830	5	.28782
96-C	96	Second	7-11½	780	5	.27545
96-D	96	Second	7-11½	850	5	.30431
96-E	96	Third	7-11½	780	5	.27957
96-F	96	Third	7-11½	850	5	.31256

IMMEDIATELY ACCESSIBLE COMMON AREA:

Each Unit has immediate access to a portion of the hallway in the Building in which said Unit is located; the portion of the hallway to which such Unit has immediate access is the portion located on the same floor of the Building as the Unit.

NUMBER OF ROOMS

In determining the number of rooms, in those units which have dining areas designated on the floor plans referred to in paragraph 9 of the Master Deed, such dining areas are considered separate rooms.