

DB-329



2009 00111066

Bk: 52995 Pg: 164 Doc: MD

Page: 1 of 39 06/15/2009 02:47 PM

MASTER DEED OF

LEXINGTON PLACE CONDOMINIUM

Lexington Commons LLC, a Massachusetts limited liability company (hereinafter the "Grantor"), owner of the land in Lexington, Middlesex County, Massachusetts more particularly described in Exhibit A, attached hereto and incorporated herein by reference, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances, belonging thereto (collectively called the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A, as amended (the "Act"); and proposes to create and does hereby create a condominium with respect to said Premises, to be governed by and subject to the provisions of Chapter 183A; and to that end, the Grantor declares and provides the following:

1. Name.

The name of the Condominium shall be: Lexington Place Condominium (the "Condominium").

2. Description of Land.

The Condominium shall consist of the land (the "Land") described in Exhibit A attached hereto and made a part hereof and shown on a plan of land entitled "Condominium Site Plan, Lexington Place Condominium, 50 Waltham Street, 1720 Massachusetts Avenue, Plan of Land in Lexington, Massachusetts, Surveyed for Oaktree Green Development" dated June 3, 2009, Scale: 1" = 10' by Design Consultants, Inc., Consulting Engineers and Surveyors, 265 Medford Street, Somerville, Massachusetts 02143 (hereinafter the "Site Plan") to be recorded herewith, and the building and improvements thereon.

3. Trust.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Lexington Place Condominium Trust under Declaration of Trust of even date to be recorded herewith (the "Trust" or the "Condominium Trust").

Plan # 329 of 2009
50 Waltham Street
1720 Massachusetts Ave., Lexington

Said Declaration of Trust establishes an organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The name and address of the original and present Condominium Trustees (collectively, the "Trustee" or the "Condominium Trustee") of the Trust are:

Lexington Commons LLC and Waltham Street Partners LLC, both Massachusetts limited liability companies, both c/o Oaktree Development, LLC, 129 Mount Auburn Street, Cambridge, Massachusetts. 02138.

Said Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of the Act.

4. Description of the Building.

There is one building (the "Building") on the Land. The Building is a three (3) story concrete and steel frame building with wood and brick siding. The interior walls are plasterboard. The roof is composed of architectural grade shingles and a membrane roof system.

The building has a subterranean parking level which contains seventy (70) parking spaces.

There are five (5) commercial units, Unit A, Unit B, Unit C, Unit D and Unit E (collectively, the "Commercial Units", individually, a "Commercial Unit"), on the first floor. Each Commercial Unit may be subdivided into two or more commercial units at any time and from time to time in accordance with the provisions of Section 14 (c) hereof. If and when a Commercial Unit is so subdivided, the newly-created Units shall also be known collectively as the "Commercial Units", individually, a "Commercial Unit".

There are thirty (30) Residential Units (collectively, the "Residential Units", individually, a "Residential Unit") on the first, second and third floors.

5. Description of the Units.

- (a) The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, as well as its proportionate interest in the common areas and facilities (the "Common Elements"), are set forth on Exhibit C attached hereto and made part hereof and shown on the master floor plans to be recorded herewith.
- (b) The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows;
 - (i) Floors: for Units on the first floor, the plane of the uppermost surface of the gypcrete slab; for Units on the second and thirds floors, the plane of the uppermost surface of the subflooring;

- (ii) Ceilings: For Units on floors one and two, the plane of the lower surface of the ceiling joists of the floor above; for Units on the third (3rd) floor the plane of the lower surface of the roof rafters. Each Unit Owner shall have an easement, as an appurtenance to his Unit, to use portions of the Common Elements above the aforementioned ceiling boundaries for the installation of utilities and lighting in the ceiling;
- (iii) Walls: Where a Unit adjoins a portion of the Common Elements, the boundary is the plane of the surface of the wall studs facing the exterior of the Unit. The phrase "Common Elements" as used in the preceding sentence shall include exterior Building walls. Where a Unit adjoins another Unit, the boundary is the centerline between the Units; and
- (iv) Doors and Windows: Doors and windows that open from a Unit, including but not limited to the interior and exterior of the door and window frames, flashing, jambs and sashes, but not including interior door and window trim, are common. In the event of breakage of glass in doors and windows, the Condominium Trust will replace the glass at the expense of the owner of the Unit. Each Unit owner shall have the obligation to maintain, repair and replace interior door and window trim, and the right to paint and decorate interior door and window trim.

6. Parking Spaces.

- (a) There are seventy (70) Parking Spaces (collectively, the "Parking Spaces", individually, a "Parking Space"). The Parking Spaces shall be a part of the Common Elements. However, notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the exclusive right and easement from time to time to sell and convey easements for the exclusive use of a Parking Space (collectively, the "Parking Easements"; individually, a "Parking Easement"), to Unit Owners (of Commercial and Residential Units). The Declarant may sell and convey Parking Easements to Unit Owners for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the easement and right to grant Parking Easements either in Unit deeds, or by separate instruments.
- (b) The Declarant reserves the right to permit parking in the Parking Spaces by sales personnel and visitors, and to use, rent, license or lease Parking Spaces. Any Parking Easements which have not been conveyed by the Declarant, whether prior to or subsequent to the conveyance of the last Unit to be conveyed by the Declarant, shall be deemed to continue to be owned by the Declarant as easements in gross until such time, if at all, as the Declarant expressly conveys the same. The Declarant shall have the addition right and easement (but not the obligation) to designate Parking Spaces as a portion of the common areas and facilities by specific grant to the Trustees of the Condominium Trust.

- (c) The Trustees shall maintain (including but not limited to the removal of snow and ice), and repair the parking ramp, all parking spaces and exterior paved surfaces on the Land, as a part of the Condominium budget.
- (d) Parking Easements may not be used for any purpose except the parking of registered and operative motor vehicles. Storage shall not be permitted in Parking Spaces. Boats, trailers, unregistered vehicles, or inoperable vehicles shall not be parked in parking spaces or elsewhere on the Land.
- (e) Parking Easements held by owners of Residential Units may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. A Parking Easement appurtenant to a Residential Unit may be rented by the owner thereof to the owner or occupant of a Residential Unit or a Commercial Unit but may not be rented to a third party who is neither a Unit Owner or Unit occupant in the Condominium.
- (f) Parking Easements held by the owners of Commercial Units may be used for the parking of any vehicle, expressly including but not limited to commercial vehicles. An Owner of a Commercial Unit who owns a Parking Easement or Parking Easements shall have the right to utilize such Parking Easement(s) for parking by his customers and other business invitees, or customers or other business invitees of his tenants. A Parking Easement appurtenant to a Commercial Unit may be rented to the owner or occupant of a Residential Unit or a Commercial Unit, or to a third party who is neither an Unit Owner or Unit occupant in the Condominium.
- (g) When conveyed to a Unit Owner (whether in a Unit deed or otherwise), a Parking Easement shall be deemed to be appurtenant to the Unit owned by such Unit Owner, but any Unit Owner who acquires a Parking Easement (whether in his Unit deed or otherwise) shall have the right to freely convey such easement independent of the Unit but (i) only to the Owner of a Unit in the Condominium, and (ii) no Parking Easement appurtenant to a Residential Unit shall be conveyed to the owner of a Commercial Unit, and no Parking Easement appurtenant to a Commercial Unit shall be conveyed to the owner of a Residential Unit if doing so would result in there being fewer than forty-seven (47) Parking Easements appurtenant to Residential Units or fewer than eighteen (18) Parking Easements appurtenant to Commercial Unit, provided that the provisions of this sentence shall not apply to Parking Easements held as easements in gross by the Declarant. A Parking Easement which has been conveyed to a Unit Owner, and which such Unit Owner has not conveyed to another Unit Owner prior to his execution and

delivery of a deed of his Unit shall be deemed to be conveyed with such Unit as an appurtenance to such Unit, but any Unit Owner shall have the right to convey such easement in accordance with the provisions of this Section. The provisions of this clause (g) shall not derogate from the rights of the Declarant under the provisions of clause (a) of this section.

- (h) In the event that the Premises are removed from the provisions of the Act, all Parking Easements shall be deemed extinguished as of the date such removal becomes effective.
- (i) Except for the responsibility of maintenance and repair which shall be as set forth hereinabove, the owner of a Parking Easement shall bear all risks, including theft and vandalism, with respect to such Parking Easement and any vehicle parked on the Parking Spaces, and shall carry appropriate insurance (including liability insurance) with respect to such Parking Easement. Each Owner of a Parking Easement hereby releases the Condominium Trust from any liability in connection with his use of a Parking Easement and in connection with the parking of a vehicle on a Parking Space, except for the negligence or willful act of the Condominium Trust or its agents, and employees.

7. Storage Bins.

- (a) Storage Bins ("Storage Bins") are located on the parking level. The Storage Bins shall be a part of the Common Elements. However, notwithstanding anything to the contrary herein, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the right and easement from time to time to sell and convey easements for the exclusive use of designated Storage Bins (collectively, the "Storage Bin Easements", individually, a "Storage Bin Easement") to certain Unit Owners, for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the right and easement to grant Storage Bin Easements either in Unit deeds, or by separate instruments. A Storage Bin Easement shall be deemed to be appurtenant to the Unit owned by the person to whom such easement is conveyed (whether in a Unit deed or otherwise), but any Unit Owner who purchases a Storage Bin Easement (whether in his Unit deed or otherwise) shall have the right to freely convey such easement, but only to another Unit Owner in the Condominium. A Storage Bin Easement which has been conveyed to a Unit Owner, and which such Unit Owner has not conveyed to another Unit Owner prior to his execution and delivery of a deed of his Unit shall be deemed to be conveyed with such Unit as an appurtenance to such Unit, but any Unit Owner shall have the right to convey such easement in accordance with the provisions of this Section. Any Storage Bin Easements which have not been conveyed to Unit Owners (whether prior to or subsequent to the conveyance of the last Unit to be conveyed by the Declarant), shall be deemed to continue to be owned by the Declarant as easements in gross until such time, if at all, as the Declarant expressly conveys the same.

- (b) The Declarant and its successors and assigns and its or their nominees shall also have the right and easement to lease, rent and license Storage Bins on such terms as the Declarant shall determine.
- (c) Any Unit Owner who purchases a Storage Bin Easement shall have the obligation to maintain, repair and replace such Storage Bin at his or her own expense (except for the structural portions thereof, if any, which shall be the responsibility of the Trustees), and shall bear all risks with respect to any property stored in such Storage Bin, and shall carry appropriate liability insurance with respect to such Storage Bin, and to carry insurance on the Unit Owner's property stored therein.
- (d) Storage Bins owned by Residential Unit Owners shall be used solely for storage of normal and customary household items. Storage Bins owned by Commercial Unit Owners shall be used solely for storage of non-hazardous merchandise and normal and customary business supplies. No food, paint, hazardous or flammable substances shall be stored in Storage Bins. No pets or other animals shall be permitted in Storage Bins. In the event that the Subject Property is removed from the provisions of the Act, all Storage Bin Easements shall be deemed extinguished as of the date such removal becomes effective.

8. Heating and Cooling Systems.

- (a) Each Unit is heated by means of a separate Unit-controlled gas-fired forced hydronic heating system located in the Mechanical Room of the Unit which exhausts to the roof, and an electrical air conditioning system with the compressor located on the roof (a "Unit HVAC System").
- (b) Hot water for each Unit is supplied by a gas on-demand hot water heater located in the Mechanical Room of each Unit.
- (c) Each Unit Owner shall be responsible for (a) the cost of heating and cooling his Unit, (b) the maintenance, operation, repair, and replacement of, and gas and electricity required to operate (x) the Unit HVAC System, including all portions of the same whether located within or without the Unit (y) the on-demand hot water heater in his Unit, and (z) all pipes, wires, controls, conduits, and equipment appurtenant to the foregoing, whether located within or without the Unit.
- (d) The Trustees shall be responsible for the maintenance, operation, repair and replacement of the heating and cooling systems that serve areas of the Condominium other than Units.
- (e) Each Unit Owner shall keep his Unit heated to a temperature of not less than 50 degrees Fahrenheit to avoid the possibility that pipes will freeze.

9. Roof Decks; Balconies, Patios, Porches and Decks.

- (a) Some Units have direct access to a balcony, patio, porch, deck or French balcony. Patios are located on the first floor level only. Balconies are located on the second

and third floors. Porches are roofed. French balconies are decorative and are not intended to be used. All balconies, patios, porches, decks and French balconies are a portion of the Common Elements. The owner of any Unit which has direct access to a balcony, patio, porch or deck shall have, as an appurtenance to his Unit, an easement for the exclusive right to use such balcony, patio, porch or deck. Decks shall not be enclosed. The responsibility to maintain, repair and replace the structure of the balcony, patio, porch or deck and all portions of French balconies shall be that of the Condominium Trust provided that such maintenance, repair or replacement is not caused by the negligence or intentional act of the Unit Owner or his guests, invitees, or employees, in which case the cost of the same shall be paid by such Unit Owner. Unit Owners whose Units have direct access to a balcony, patio, porch or deck shall maintain, repair and replace the balcony, patio, porch or deck except for the structure thereof, the maintenance of which is the responsibility of the Condominium Trust) in a neat and orderly condition. Unit Owners whose Units have direct access to a balcony, patio, porch or deck shall maintain, repair and replace the floor of the balcony, patio, porch or deck. No cooking or fires shall be permitted on any balcony, patio, porch or deck.

- (b) The roof shall be a part of the R-Common Elements. However, notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the exclusive right and easement from time to time to sell and convey easements for the exclusive use of one or more decks on the roof (collectively, the "Roof Deck Easements"; individually, a "Roof Deck Easement"), to Unit Owners. The Declarant may sell and convey Roof Deck Easements to Unit Owners for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the easement and right to grant Roof Deck Easements either in Unit deeds, or by separate instruments. The owner of any Roof Deck Easement shall be obligated to maintain, repair and replace non-structural portions of the Roof Deck. The Condominium Trust shall be obligated to maintain, repair and replace any structural portions of the Roof Deck at the expense of the owner of the Roof Deck Easement. If any damage is caused to the roof or the roof structure (including any damage which might invalidate the roof warranty) by reason of the existence, maintenance, repair or replacement of a Roof Deck, or by reason of the negligence or intentional act of the Unit Owner or his guests, invitees, or employees, the owner of the Roof Deck Easement shall pay all costs incurred by reason thereof. Owners of Roof Deck Easements shall maintain, repair and replace the floor of the Roof Deck. No cooking or fires shall be permitted on any Roof Deck.

10. Description of Common Elements.

- I. The Common Elements of the Condominium consist of the Land as described in Section 2 hereof ("Description of Land") of this Master Deed and all parts of the Building as described in Section 4 ("Description of Building") of this Master Deed, other than the Units described on Exhibit C hereto, subject to the provisions

regarding the provisions regarding parking set forth in Section 6, the provisions regarding Storage Bins set forth in Section 7, the provisions regarding Unit HVAC Systems set forth in Section 8, and the provisions regarding balconies, patios, porches and decks set forth in Section 9. Parking Easements as described in Section 6, Storage Bin Easements as described in Section 7, Unit HVAC Systems as described in Section 8, and balconies, patios, porches and decks as described in Section 9 are hereinafter called "Exclusive Use Areas.

Without limiting the foregoing language in this paragraph (e), the Common Elements of the Condominium include:

- (i) the Land described in Section 2 ("Description of Land") of this Master Deed;
- (ii) the foundations and footings of the Building and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor, ceiling and roof beams and joists, and exterior walls, any interior load bearing walls, the subflooring below the upper surface thereof, the elevator and all apparatus, controls, and wiring appurtenant thereto, roofs, Building entrances and exits other than Building entrances and exits which are a part of the Commercial Units, and all structural portions of the Building, stairwells, corridors (other than stairwells and corridors located entirely within a Unit), and electrical closets (other than electrical closets located entirely within a Unit).
- (iii) installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit or other Common Elements. Such equipment and installations servicing a single Unit, whether located in whole or in part within, or without such Unit, are a part of the Unit which it services and is not a part of the Common Elements. All main risers are a part of the Common Elements. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the Building outside of the Units and which serve the Common Elements and/or two or more Units, and all installations outside the Units for services such as lights, power, telephone, water, and sanitary sewer drainage and which serve the Common Elements and/or two or more Units;
- (v) exterior lighting devices and wires and poles serving the same;

- (vi) the parking level, and all rooms and areas on the parking level, subject to the provisions of Sections 6 and 7 of this Master Deed;
- (vii) the Fitness Room on the third (3rd) floor;
- (viii) the storage/recycle rooms on the first (1st), second (2nd) and third (3rd) floors;
- (ix) the following rooms and areas on the first floor not within any Unit: Portion of the parking ramp, walkways, main entry to the Residential Units on Waltham Street, vestibule, portions of stairways and elevator shaft, lobby, elevator lobby, box service room, office, mailboxes (subject to the right of the U.S. Postal Service), half-bathroom, corridors, kitchen, community room, courtyards, storage room, recycle/storage room, and the main entry to the Residential Units on Massachusetts Avenue;
- (x) notwithstanding anything to the contrary in this Master Deed, all structural portions of the Premises are a portion of the General Common Elements and are not a portion of the R-Common Elements or the C-Common Elements; and
- (xi) all other portions of the Premises and listed as common areas in the Act, except for the Units described on Exhibit C hereto, subject to the provisions regarding Exclusive Use Areas The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

II. R-Common Elements.

The R-Common Elements, as hereinafter defined, shall be limited common areas and facilities (as defined in Section 1 of the Act) for the exclusive use of all of the Residential Units. The R-Common Elements consist of the following:

All portions of the Common Elements wherever located which serve only the Residential Units. Without limiting the generality of the foregoing, the R-Common Elements shall include (a) the following rooms and areas on the first floor: office, corridors, kitchen, community room, courtyards, storage room, and the main entry to the Residential Units on Massachusetts Avenue, and walkways and the main entry to the Residential Units on Waltham Street (subject to the provision of the last sentence of this paragraph), mailboxes (subject to the right of the U.S. Postal Service), half-bathroom, vestibule, portions of stairways and elevator shaft, lobby, elevator lobby, box service room and recycle/storage room; and (b) all portions of the Building above the first floor level and all other portions of the Building, including the roofs, except such of same as serve only the Commercial Units. The owners of the Commercial Unit(s) that face Waltham Street shall have an easement to travel through the main Building walkway and

entrance off Waltham Street and any corridor that links their Unit(s) to such entrance and walkway.

III. C-Common Elements.

The C-Common Elements, as hereinafter defined, shall be limited common areas and facilities (as defined in Section 1 of the Act) for the exclusive use of the Commercial Units. The C-Common Elements consist of the following:

All portions of the Common Elements wherever located which serve only the Commercial Units. Without limiting the generality of the foregoing, the C-Common Elements shall include the bathrooms and storage room to the rear of Units A and B, and the bathrooms, the trash room and the ramp to the rear of Units C and D.

IV. The General Common Elements are hereby defined as follows:

All portions of the Common Elements described in subsection I of this Section 10 which are not a portion of the R-Common Elements or the C-Common Elements.

V. Undivided Interests in the Common Elements.

As set forth above, the Condominium contains both Commercial Units and Residential Units. In addition, the Condominium contains General Common Elements, R-Common Elements, C-Common Elements, and a Parking Facility (as defined on Exhibit B hereto) which have different budgetary requirements. As set forth in section 5 of the by-laws, in order to provide for the different budgetary requirements, the trustees of the condominium trust are to promulgate four (4) budgets: (a) a budget for the General Common Elements (the "General Common Elements Budget"); (b) a budget for the R-Common Elements (the "R-Budget"); (c) a budget for the C-Common Elements (the "C-Budget"); and (d) a parking budget (the "Parking Budget"). The obligation of each Unit Owner for the General Common Elements Budget shall be based upon the undivided interest in the Common Elements as set forth on Exhibit C hereto. The obligation of each owner of a Residential Unit for his portion of the R-Budget shall be based upon the undivided interest in the Common Elements of each Residential Unit compared to all of the other Residential Units (and not all the units), as set forth in Exhibit D hereto. The obligation of each owner of a Commercial Unit for his portion of the C-Budget shall be based upon the undivided interest in the Common Elements of each Commercial Unit as compared to all of the other Commercial Units (and not all the units), as set forth in Exhibit D hereto.

The Parking Budget shall allocate the cost of operation, non-structural maintenance, repair and replacement of the Parking Facility among the owners of Parking Easements.

11. Plans. Simultaneous with the recording hereof, there shall be recorded a Site Plan and a set of floor plans of the Building (the "Master Plans") all in compliance with the provisions of the Act.
12. Purposes. The purposes for which the Building and the Units are intended to be used are as follows:
- (a) Commercial Units: Commercial Units may be used for any purpose now or hereafter permitted by the zoning ordinance of the town of Lexington, specifically including restaurants, except as otherwise set forth in this subsection (a). With respect to restaurant use, there shall be minimal on-site cooking, and all operations shall be conducted to minimize odors. No grill, stovetop or other cooking surface requiring ventilation or deep fryer shall be used. No so-called fast food establishment requiring a roof top exhaust fan and kitchen hood for frying and cooking shall be permitted. Notwithstanding the foregoing, no Commercial Unit may be used for (a) any form of live entertainment, (b) massage parlor, but a so-called spa primarily providing health and beauty services, including massages only as an ancillary service shall be permitted (c) tattoo parlor, (d) so-called adult bookstore, (e) so-called adult cinema, (f) pinball arcade, (g) so-called t shirt shop, (h) pet store providing boarding and/or grooming services, but a pet store that does not provide boarding or grooming services shall be permitted, (i) late hour retailers requiring an entertainment license such as a nightclub or discothèque, (j) on-site dry cleaning, or (k) any other use which would detract from the first class ambiance of the Condominium. The Declarant makes no representation that the Commercial Units may be used for the foregoing permitted purposes under applicable law.
 - (b) Residential Units: Residential Units shall be used only for residential purposes. Any of the Residential Units may also be used as an office but only (x) accessory to the residential use thereof, or accessory to the residential use of another Unit in the Condominium owned by the same Unit Owner, and (y) only if and to the extent such accessory office use is permitted by applicable zoning laws and (z) the visitation to such office by clients or business invitees shall be infrequent.
 - (c) The Units, the Building and the Common Elements shall not be used (i) for any purpose other than a purpose permitted under subsections (a) and (b) above or (ii) in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust, the By-Laws, the Rules and Regulations, and the Act.
 - (d) All leases or rental agreements for Units shall be in writing and shall be specifically subject to the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of the Condominium. Any lease or rental of a residential Unit must be for a minimum of one (1) year.
 - (e) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, sign, banner or other device, no interior or exterior change, addition, structure, projection, decoration or

other feature, shall be erected or placed upon or attached to the residential sections of the Building, or any Residential Unit. The Commercial Unit(s) shall not be subject to this subsection (e). This paragraph shall not restrict the right of the Unit Owners to decorate the interior of their Unit as they may desire.

- (f) Signs shall be permitted in and on Commercial Units, in the windows of the Commercial Units, and on the façade of the Building over the Commercial Units on the Massachusetts Avenue and Waltham Street sides of the Building, subject to the provisions of the Town of Lexington sign by-law. No signs shall be permitted on Residential Units or in windows of Residential Units. This paragraph shall not be amended except by one hundred (100%) percent vote of the owners of Commercial Units and seventy-five (75%) percent vote of the owners of Residential Units.
- (g) The foregoing restrictions and the Rules and Regulations are imposed for the benefit of the Owners from time to time of all of the Units and the Condominium Trustees. Except as set forth above, and with the exception of the restrictions preserving the architectural design of the exteriors of the Building, these restrictions may be waived in particular respects and compliance herewith acknowledged only by an instrument in writing signed by the Owners at the time entitled to seventy-five percent (75%) or more of the undivided interest in the Common Elements and a majority of the Condominium Trustees, and such instrument, duly recorded with the Middlesex County, South District, Registry of Deeds, shall be binding on all present and succeeding Owners from time to time of the Units and on the Condominium Trustees then in office. No Owner of a Unit shall be liable for any breach of the provisions of this Section, except such as occur during his or her ownership thereof. Notwithstanding the foregoing, no Owner shall make a structural change to the interior of his or her Unit without the prior written approval of the Condominium Trustees which shall be based upon a report of a qualified structural engineer.

13. Units Owner's Rights, Duties and Restrictions.

- (a) Each Unit Owner shall be a beneficiary of the Condominium Trust;
- (b) Each Unit Owner, including Declarant, shall be required to pay a proportionate share of the common expenses of the Condominium on being assessed therefor by the Trustees. Each Unit Owner's share shall be proportionate to his Unit's undivided interest in the Common Elements. Initial assessments shall occur upon the conveyance of the first Unit;
- (c) Each Unit Owner's voting rights shall be proportional to his undivided interest in the Common Elements;
- (d) Each Unit Owner shall have a perpetual right of ingress and egress to his or her Unit, which right shall be appurtenant to the Unit. Notwithstanding anything

herein to the contrary, there shall be no restriction upon any Unit owner's right of ingress and egress to his or her Unit;

- (e) All present and future Unit Owners, their employees, tenants and business invitees and visitors shall be subject to, and shall comply with, the provisions of the Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the items affecting the title to the Premises as set forth in Exhibit A. The acceptance of a deed of conveyance or the entering into possession any Unit shall constitute an agreement that:
 - (i) the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the said items affecting title to the premises, are accepted and ratified by such owner, tenant, visitor, employee or occupant;
 - (ii) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and
- (f) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, the Rules and Regulations and the Act, shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit owner, which may then be enforced in any manner permitted by law or in equity.

14. Amendments.

- (a) This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time entitled to seventy-five percent (75%) or more of the beneficial interest in the Common Elements, (b) signed by a majority of the Condominium Trustees then in office, and (c) duly recorded with the Middlesex South District County Registry of Deeds; PROVIDED, HOWEVER, that:
 - (i) the date on which any such instrument of amendment is first signed by the Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date;
 - (ii) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered;
 - (iii) no instrument of amendment which alters the percentage of the beneficial interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless signed by the Owners of all the Units whose

percentage of the undivided interest is affected, as expressed in an Amended Master Deed duly recorded;

- (iv) 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 the Act shall be of any force or effect;
 - (v) no instrument of amendment affecting any Unit in any manner which materially impairs the security of a first or junior mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
 - (vi) no instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before Declarant has conveyed title to all Units and all Parking Easements and all Storage Bin Easements, unless the Declarant executes the instrument of amendment;
 - (vii) no instrument of amendment which purports to affect any Exclusive Use Areas shall be of any force or effect unless executed by the holder(s) of such Exclusive Use Areas.
- (b) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment (“Special Amendment”) to this Master Deed or the Trust which amends this Master Deed or the Trust, at anytime and from time to time prior to the sale of all of the Units and all of the Parking Easements and all of the Storage Bin Easements:
- (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Appreciation, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity to which performs (or may in the future perform) functions similar to those currently performed by such entities;
 - (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
 - (iii) to bring this Master Deed or the Trust into compliance with the Act.
 - (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Trust.
 - (v) In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, making, or consenting to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other

instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, making, executing and recording Special Amendment.

(c) Subdivisions of Units.

- (i) Notwithstanding anything herein contained to the contrary, the Owner of any Commercial Unit (including but not limited to the Declarant and its successors and assigns) and its successors and assigns shall have the easement, right and power, without the consent of any Unit Owner, or any mortgagee (other than the mortgagee of the Commercial Unit being subdivided if required by such mortgagee), or any of the Trustees, or the Declarant, to unilaterally amend this Master Deed at any time and from time to time to divide its Commercial Unit(s), into two or more additional Commercial Units provided that (a) such Unit Owner shall cause to be prepared an amendment hereto and a plan depicting the newly-created Commercial Unit or Commercial Units, and such amendment and plan shall be recorded at the Unit Owner's expense showing the new Commercial Units created, and (b) the interest in the Common Elements of the Condominium appurtenant to the newly created Commercial Units shall total, in the aggregate, the same percentage as was appurtenant to the Commercial Unit from which the newly created Commercial Unit(s) were divided. Such Unit Owner and its successors and assigns may alter or construct, at its/their expense, any Common Elements as are necessary to provide access and utility service to and from the Commercial Units divided or altered as set forth in this section. Such Unit Owner and its successors and assigns may alter or construct, at its/their expense, any HVAC Equipment to serve the Commercial Unit(s) so subdivided. Whenever any division of Commercial Units has occurred, if any portion of the newly created Commercial Units is located in what was previously a portion of the General Common Elements or the C-Common Elements, the Owners of the newly created Commercial Units shall have an easement, as an appurtenance to their respective Commercial Units, to utilize for all purposes the area which formerly separated the Commercial Units and which was a part of the General Common Elements or the C-Common Elements. Such Commercial Unit Owner and its successors and assigns shall have the easement and right to connect to any common utility lines to serve the Commercial Units, including any newly created Commercial Units. Such Commercial Unit Owner and its successors and assigns shall have the easement, right and power to unilaterally divide any of their Commercial Units, into additional Commercial Units at any time and from time to time. Commercial Units which have been created under the provisions of this section may be sold, conveyed and mortgaged as separate Commercial Units. Whenever a Commercial Unit is divided into two or more Commercial Units, the resulting Commercial Units shall be consecutively numbered; for example, Unit A-1, A-2, A-3 and so forth.

- (ii) Wherever in this Master Deed or in the Declaration of Trust of the Condominium Trust or the by laws and Rules and Regulations thereto a reference is made to a Commercial Unit, such reference shall refer to the Commercial Unit and all Commercial Units created by the division of such Commercial Unit.
 - (iii) The owner of any Commercial Unit (including but not limited to the Declarant and its successors and assigns) and its successors and assigns shall have the easement, right and power, without the consent of any Unit Owner, or any mortgagee, other than the mortgagee of the Commercial Unit being subdivided if required by such mortgagee, or any of the trustees, or the Declarant, to unilaterally amend this Master Deed at any time and from time to time to change the number, size, location, and configuration of units created from such Unit Owner's Commercial Unit at any time and from time to time provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and filed at such Unit Owner's expense showing such changes.
 - (iv) Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section including without limitation the right of the Declarant, and any Unit Owner, as set forth above, their successors and assigns to unilaterally amend this Master Deed pursuant to this Section without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, or a Unit Owner as the case may be, and their successors and assigns, attorneys in fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s).
- (d) Section 17 Amendments. Notwithstanding anything to the contrary herein, this Master Deed may also be amended as set forth in Section 17 hereof.
- (e) Notwithstanding anything to the contrary in this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or Rules and Regulations thereto, no change in the Master Deed, Condominium Trust, By-Laws, Rules or Regulations shall be adopted if the effect of such change would restrict, diminish, or otherwise adversely affect any rights or privileges of owners of Commercial Units (including but not limited to the use of the Commercial Units, their signs, hours of operation, or identities of tenants or occupants), or the parking rights and easements, if any, of the owners of Commercial Units, granted, reserved, contained or referred to in the Master Deed or the Declaration of Trust of the Condominium Trust or the By-Laws or Rules and Regulations thereto, unless such change has been assented to in writing by owners of Commercial Units having

(x) one hundred (100%) percent of the undivided interest in the Common Elements appurtenant to all of the Commercial Units as to any change in the use of the Commercial Units permitted by the provisions of this Master Deed or in the Declaration of Trust of the Condominium Trust or the By-Laws or Rules and Regulations thereto, and (y) more than fifty (50%) percent of the undivided interest in the Common Elements appurtenant to all of the Commercial Units as to any change other than use. This Subsection (e) shall not be amended or modified without the consent of one hundred (100%) percent of the undivided interest in the Common Elements appurtenant to all of the Commercial Units.

15. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements and portions of Unit HVAC Systems located in any of the Units or on the Common Elements and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements and portions of Unit HVAC Systems serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

16. Encroachments.

If any portion of the Common Elements shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Elements as a result of (a) settling of the Building, or (b) alteration or repair of the Common Elements made by or with the consent of the Condominium Trust, or (c) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as any such Building stands.

17. Creation of Contiguous Units; Division of Units; Certain Changes.

(a) Contiguous Units.

In the event that at any time or from time to time two (2) or more contiguously located Residential Units (whether such Units are contiguous vertically or horizontally), or two (2) or more contiguously located Commercial Units, are in common ownership and if the owner of such Units (hereinafter called the "Contiguous Owner") desires to cut an opening, or openings between such Units in order to physically connect such Units in a so-called contiguous or duplex arrangement, the following procedure shall apply:

- (i) The Contiguous Owner shall send written notice to the Trustees of his intention to so physically connect such Units and such notice shall be accompanied by (i) detailed plans and specifications showing the proposed

work (the "Plans") drawn by an architect registered in Massachusetts, and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the Building, and (iii) a written agreement under which the Contiguous Owner obligates himself to the other Unit Owners and to the Trustees to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the Building or adversely affect pipes, wires, risers or utilities which are part of the Common Elements and that all bills for labor and materials will be promptly paid by the Contiguous Owner, and that the Contiguous Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Contiguous Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees may engage to advise them as to any aspect of such work (provided that the Trustees may, but shall not be obligated to engage an architect to so advise them), and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this section. The Contiguous Owner shall secure all necessary permits prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an amount not less than one million (\$1,000,000.00) dollars, or such higher amount as may reasonably be required by the Trustees, such insurance naming the Condominium Trust as additional insured, and deliver to the Trustees evidence of such insurance coverage and proof of payment of the premium therefore prior to the commencement of the work. The work shall be performed in such manner as to minimize disturbances to other Unit owners and occupants.

- (ii) No such work shall commence unless and until the Trustees shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the Building, or adversely affect pipes, wires, risers or utilities which are part of the Common Elements, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and Plans and with this section of this Master Deed.
- (iii) At the completion of the work, the Contiguous Owner shall notify the Trustees, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and in accordance with the Plans, and that the performance of such work has not impaired the structural integrity of the Building or adversely affected pipes, wires, risers or utilities which are part of the Common Elements.

During such time as the Units are physically connected, the Contiguous Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and repass through the Common Elements which separated such Units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined into a contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such contiguous arrangement by following the procedure set forth hereinabove in this Section of this Master Deed, and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such contiguous arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section of this Master Deed. If a Unit Owner physically connects (or disconnects) Units which he owns in a contiguous arrangement as set forth above, the Trustees shall unilaterally amend this Master Deed, but only to reflect the creation (or reversal) of such contiguous arrangement. Such amendment shall be accompanied by a plan prepared and certified in accordance with the Act. The cost of all such amendments, including the preparation of plans, shall be borne solely by the Unit Owner who connected (or disconnected) his Units.

(b) Changes in Unit Configurations.

In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master Deed at any time and from time to time to change the number, size, location, use (Residential or Commercial), and configuration of Units at any time and from time to time (specifically including but not limited to the performance of construction in Units and Common Elements and changing the number and designations of rooms), provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units in a so-called Contiguous arrangement, to combine Units with adjacent Common Elements for the purpose of creating a larger Unit, and to subdivide and separate Units, without complying with the provisions of subsection (a) hereof. The

Declarant will make no unilateral change in a Unit after it has been conveyed to a third party.

(c) Consent.

Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section 17 including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this section without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this section, each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorney-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the town of Lexington which the Declarant may seek to effectuate the purpose of this section, and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section 17.

(d) Non Load-Bearing Partitions.

Any Unit Owner shall have the right to move, demolish, or alter an interior non load-bearing partition in his Unit, provided that such Unit Owner follows the same procedure as set forth in subsection (a) of this Section 18. No Unit Owner shall move, alter or affect any structural or load bearing wall or member.

18. Environmental Matters.

No Unit Owner shall (with or without negligence) cause, permit or suffer the release, escape or disposal of any biologically or chemically active or other hazardous substances or material on any part of the Condominium. No Unit Owner shall permit nor suffer the storage or use of such substances or materials nor allow same to be brought onto the Condominium, except only for use in the ordinary course of the business of an owner or occupant of a Commercial Unit under the following circumstances (i) the Unit Owner shall give prior written notice to the Trustees of the identity of such substances or materials, (ii) such substances and materials shall not be used in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of materials.

Without limiting the generality of the foregoing language, hazardous substances and materials shall include those described in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 6901 et seq, (ii) the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq, (iii) the

Massachusetts Hazardous Waste Management Act, as amended, M.G.L. Chapter 21, and (iv) the Massachusetts Oil and Hazardous Material Release Prevention Act, as amended, M.G.L. Chapter 21E, and (v) any statutes similar to the foregoing, and any regulations adopted under any of said statutes.

If any Unit Owner, or anyone claiming by, through or under a Unit Owner (including but not limited to a tenant or occupant) shall ever bring a hazardous substance or material onto the Condominium, and if thereafter the Trustees, or any lender or governmental agency shall ever require testing to ascertain whether there has been any release of hazardous materials, then the reasonable cost thereof shall be reimbursed by such Unit Owner upon demand. In addition, each Unit Owner shall, at the request of the Trustees from time to time execute affidavits, representations and the like from such Unit Owner concerning such Unit Owner's best knowledge and belief regarding the presence of hazardous substances or materials on the Condominium. In all events, any Unit Owner responsible for the storage or release of any hazardous materials or substances shall indemnify the Trustees and all other Unit Owners from any release of hazardous materials on the Condominium premises occurring during the term of his ownership or while he or anyone claiming by, through or under him is in possession of any portion of the Condominium premises and from any release of hazardous materials elsewhere if caused by the Unit Owner or anyone acting by, through or under him. The obligations of any Unit Owner under the provisions of this section for actions or omissions occurring during his period of Unit ownership or while he or anyone claiming by, through or under him was in possession of any portion of the Condominium premises, shall remain in full force and effect subsequent to the conveyance of his Unit, however caused.

19. Provisions for Protection of Mortgagees.

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, the following provisions shall govern and be applicable insofar and as for as long as the same are required in order to qualify mortgages or Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

- (a) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or through foreclosure of the mortgage will not be liable for more than six (6) months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.
- (b) Any right of first refusal in this Master Deed or in the Condominium Trust will not adversely impact the rights of a mortgagee or its assignee to:
 - (i) Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;

- (ii) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) Sell or lease a unit acquired by the mortgagee or its assignee.
- (c) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of the distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of Units and/or Common Elements.
- (d) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.
- (e) Any agreement for professional management of the Condominium, or any other contract providing for service of the developer, sponsor, or builder or any lease must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (f) The Trustees shall make available to the Unit Owners, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (g) The mortgagee and guarantor of a mortgage on a unit shall be entitled to timely written notice of:
 - (i) any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its mortgage;
 - (ii) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
 - (iii) a lapse, cancellation or material modification of any insurance policy maintained by the Lexington Place Condominium Trust; and
 - (iv) any proposed action that requires the consent of a specified percentage of mortgagees.
- (h) Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least fifty-one (51%) percent of the votes of unit estates that are subject to mortgages.

- (i) In the event of any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least fifty-one (51%) percent of the votes of unit estates that are subject to mortgages.
- (j) The implied approval of a mortgagee may be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

The Declarant intends that the provisions of this Section shall comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with this intention. All provisions of this Master Deed and the Condominium Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

20. Percentage of Unit Owners.

Whenever the term "Percentage of Unit Owners" or "Percentage of Units" is used in this instrument, said terms shall mean the owners of the specified percentage in the aggregate in interest of the undivided ownership in the Common Elements of the Condominium.

21. Affordable Units.

Three (3) of the Residential Units are so-called "affordable units" each of which shall be subject to an affordable housing restriction running in favor of the Town of Lexington.

22. Conflicts.

If any provision of this Master Deed shall be invalid or shall conflict with the Act, , as amended, or if any provision of this Master Deed conflict with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

- (a) In the event of a conflict between the Master Deed and the Act, as amended, the provisions of the Act shall control;
- (b) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions have never been included herein;
- (c) In the event of any conflict between the provisions of this or any other provisions of the Master Deed or the Condominium Trust, the provisions of this Section shall control.

23. 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.

24. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the provisions hereof.

25. Definitions.

All terms and expressions used in this Master Deed which are defined in the Act shall have the same meanings here unless the context otherwise requires.

26. Declarant's Additional Rights; Assignment of Grantor's Rights.

In addition to all other rights of Declarant hereunder, Declarant reserves unto itself, its workmen, servants, contractors and work crews, the following rights to be in full force and effect until the last Unit is sold: access, ingress and egress over and upon the Common Elements, including that deemed by the Declarant to be necessary for marketing purposes or to complete construction of all elements of the Condominium in all respects, access, ingress and egress over and upon the roof as necessary to facilitate to work reconstruction, rehabilitation, improvement and other work in progress or contemplated by Declarant during normal working hours; to store construction materials, equipment and supplies in the portions of the ground floor areas of the Building not subject to a right of exclusive use appurtenant to any Unit; to restrict the use by Unit Owners of Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his Unit during such periods of restriction); to leave debris resulting from construction in the Common Element, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to interrupt for brief periods of time water, electric and other utilities necessary to facilitate construction or the installment of appliances or fixtures on the Units and/or Common Elements under construction; to park vehicles used in connection with the construction work or incident thereto in parking areas which have not been assigned to any specific Unit by designation of the Declarant.

27. Assignability.

Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the By-Laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Grantor, or to the Condominium Trust.

IN WITNESS WHEREOF, the said Lexington Commons LLC executed this instrument under seal on this 15th day of June, 2009.

Lexington Commons LLC

By: Pradip Tandon
Pradip Tandon, authorized signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15th day of June, 2009, before me, the undersigned notary public, personally appeared Pradip Tandon, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as an authorized signatory of Lexington Commons LLC.



Kurt M. Pressman
Notary Public
Commonwealth of Massachusetts
My Commission Exp. 1/9/15

Kurt M. Pressman

, Notary Public

My Commission Expires:

**Exhibit A to Master Deed
Description of Land**

**LEXINGTON PLACE CONDOMINIUM
1720 MASSACHUSETTS AVENUE AND 50 WALTHAM STREET
LEXINGTON, MASSACHUSETTS 02421**

EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of Lexington Place Condominium, 1720 Massachusetts Avenue and 50 Waltham Street, Lexington, Middlesex County, Massachusetts

DESCRIPTION OF LAND

A certain parcel of land with the buildings thereon, known as 1720 Massachusetts Avenue, in the Town of Lexington, in the county of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the westerly sideline of Massachusetts Avenue at the most northerly point of the parcel. Said point being ninety-six and 68/100 feet (96.68') southerly from Waltham Street; thence

SOUTHEASTERLY Along a curve to the left having a radius of one thousand seven hundred forty-five and 00/100 feet, (1,745.00') and a length of seventy and 00/100 feet (70.00') to a point. Said last course by the westerly sideline of Massachusetts Avenue; thence

S44-04-26W Two hundred fifty-three and 45/100 feet (253.45') to a point. Said last course by land now or formerly of Walter H. Abrams as General Partner of Turtle Bay Limited Partnership and Ag Kning & Lo Wai Man Wang; thence

N45-54-10W Sixty-five and 00/100 feet (65.00') to a point. Said last course by land now or formerly Norma D. Perry; thence

N45-40-31W One hundred twenty-two and 99/100 feet (122.99') to a point on the southerly sideline of Waltham Street. Said last course by land now or formerly of Dennis R. Lowe and Barry P. DeVanna, Trustees of 52 Waltham Street Realty Trust; thence

N46-36-26E One hundred one and 65/100 feet (101.65') to a point. Said last course by the southerly sideline of Waltham Street; thence

S43-24-35E One hundred thirteen and 62/100 feet (113.62') to a point. Said last course by land now or formerly of Ara K. Sakayan, Trustee of Waltham Street Realty Trust; thence

N44-04-40E One hundred fifty-four and 98/100 feet (154.98') to the point of beginning. Said last course by land now or formerly of Ara K. Sakayan, Trustee of Waltham Street Realty Trust and Deanna K. Werrick, Trustee of the JJ&R Realty Trust.

The above described parcel of land contains 29,176 square feet, more or less, and is more particularly shown on a plan of land entitled "Plan of Land in Lexington, Mass., (Middlesex County) prepared for Tree Management, LLC", dated: June 26, 2001, by: Noonan & McDowell, Inc., 25 Bridge Street, Suite 6, Billerica, Mass., recorded with the Middlesex South District Registry of Deeds as Plan No. 668 of 2001 in Book 33223, Page 401.

The above-described premises are subject to zoning laws of the Town of Lexington, and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as now in force and applicable.

The above-described premises are also subject to easements for utility, telephone, cable television, and internet communications granted to any public utility, telephone or telecommunications company by the declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The trustees of the condominium trust shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the condominium.

For title reference, see deed of 1720 Massachusetts Avenue, LLC to Lexington Commons, LLC, dated June 28, 2007 recorded in the Middlesex South District Registry of Deeds in Book 49721 at Page 153.

**Exhibit B to Master Deed
Description of Building**

**LEXINGTON PLACE CONDOMINIUM
1720 MASSACHUSETTS AVENUE AND 50 WALTHAM STREET
LEXINGTON, MASSACHUSETTS 02421**

EXHIBIT B

DESCRIPTION OF BUILDING

There is one (1) Building (the "Building") on the Land. The Building contains a subterranean parking level, and three (3) stories above grade.

The parking level contains seventy (70) parking spaces. Some of the parking spaces are so-called "tandem" or "piggy back spaces" in which one space is behind another. Section 6 of this Master Deed contains provisions regarding Parking Easements. The parking level also contains a ramp which gives access to the parking level from Waltham Street. The parking level also contains two (2) stairways, a gas meter room, a telephone cable room, building storage rooms, a recycle room, a portion of the elevator shaft, an elevator machine room, an elevator lobby, an electrical room, a boiler room, and a sprinkler main room, all of which are common. The parking level also contains thirty (30) storage bins. Section 7 of this Master Deed contains provisions regarding Storage Bin Easements. The entire parking level, other than the rooms mentioned in the fifth sentence of this paragraph and the Storage Bins, and the entire parking ramp, is hereinafter called the "Parking Facility". The entire parking level is common, but the parking spaces are subject to the provisions of Section 6 and storage bins are subject to the provisions of Section 7 of this Master Deed.

The first floor contains Unit A and Unit B on the Massachusetts Avenue side of the building and Unit C, Unit D and Unit E on the Waltham Street side of the building. Units A, B, C, D and E are the Commercial Units.

The first floor also contains Residential Units 101, 102, 103, 104, 105, 106, and 107. The first floor also contains a portion of the parking ramp, walkways, the main entry to the Residential Units on Waltham Street, an entry vestibule for the Residential Units, portions of two (2) stairways for the Residential Units, a lobby, an elevator lobby, a portion of the elevator shaft, a box service room, an office, mailboxes, a one-half bathroom, a corridor, a kitchen, courtyards, a community room, a storage room, a trash/recycle/storage room, and the main entry to the Residential Units on Massachusetts Avenue.

The second floor contains Residential Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, and 212. The second floor also contains corridors, a portion of the elevator shaft, an elevator lobby, a recycle/storage room and two (2) stairways, all of which are R-Common Areas.

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, decks or French balconies.

**Exhibit B to Master Deed
Description of Building**

The third floor contains Residential Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, and 311. The third floor also contains two (2) stairways, and elevator lobby, a portion of the elevator shaft, a fitness room, a recycle/storage room, and, corridors, all of which are common.

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, decks or French balconies.

**Exhibit C to Master Deed
Description of Units**

**LEXINGTON PLACE CONDOMINIUM
1720 MASSACHUSETTS AVENUE AND 50 WALTHAM STREET
LEXINGTON, MASSACHUSETTS 02421**

EXHIBIT C

DESCRIPTION OF UNITS

The description of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Elements of the Condominium, are as set forth in this Exhibit C:

Key: K=Kitchen; B=Bathroom; ½ B=Half Bathroom; BR=Bedroom; LR=Living Room;
DR=Dining Room; D=Dressing Room; M=Mechanical Room; S=Storage Room;
DN=Den; ST=Study; BK=Breakfast Room; LA=Laundry; DK=Deck; P=Patio;
PR=Porch; FB=French Balcony; GS= Garden Shed.

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, decks or French balconies.

**Exhibit C to Master Deed
Description of Units**

NOTE: The percentages in the column headed "Proportionate Interest of Unit in Common Elements" are preliminary numbers, which are subject to the approval by the town of Lexington.

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON ELEMENTS
Unit A	First Floor	1,012	1- Retail Space	Door to Exterior	2.15%
Unit B	First Floor	1,434	1- Retail Space	Door to Exterior	3.04%
Unit C	First Floor	1,209	1- Retail Space	Door to Exterior	2.40%
Unit D	First Floor	1,196	1- Retail Space	Door to Exterior	2.37%
Unit E	First Floor	852	1- Retail Space	Door to Common Vestibule and Exterior	1.57%
Unit 101	First Floor	1,567	11-K, LR, DR, 2BR, 2D, 2 1/2 B, M & P	Corridor	3.16%
Unit 102	First Floor	1,465	10-K, LR, DR, 2BR, D, 2B, M, S, DK & GS	Corridor	2.95%
Unit 103	First Floor	1,609	9-K, LR, DR, 2BR, D, 2B, M, DK & GS	Corridor	3.29%

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, or decks.

**Exhibit C to Master Deed
Description of Units**

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON ELEMENTS
Unit 104	First Floor	1,657	10-K, LR, DR, 2BR, D, 2B, DN, M, P, DK & GS	Corridor	3.13%
Unit 105	First Floor	1,657	10-K, LR, DR, 2BR, D, 2B, DN, M, P, DK & GS	Corridor	3.13%
Unit 106	First Floor	1,665	10-K, LR, DR, 2BR, D, 2B, DN, M, P, DK & GS	Corridor	3.14%
Unit 107	First Floor	977	7-K, LR, DR, BR, B, M, D, DK, P & GS	Corridor	0.63%
Unit 201	Second Floor	1,633	12-K, LR, DR, 2BR, 2D, 2½ B, LA, M & FB	Corridor and Stairways	3.30%
Unit 202	Second Floor	1,452	10-K, LR, DR, 2BR, D, 2B, M, S, P & FB	Corridor and Stairways	2.92%
Unit 203	Second Floor	1,609	10-K, LR, DR, 2BR, D, LA, 2B, M, DK & FB	Corridor and Stairways	3.28%
Unit 204	Second Floor	1,657	10-K, LR, DR, 2BR, D, 2B, DN, M & PR	Corridor and Stairways	3.03%

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, or decks.

**Exhibit C to Master Deed
Description of Units**

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON ELEMENTS
Unit 205	Second Floor	1,655	10-K, LR, DR, 2BR, D, 2B, DN, M & PR	Corridor and Stairways	3.04%
Unit 206	Second Floor	2,212	13-K, LR, DR, 3BR, 2D, 2B, LA, DN, M & PR	Corridor and Stairways	4.15%
Unit 207	Second Floor	1,891	10-K, LR, DR, 2BR, D, ST, 2B, M & DK	Corridor and Stairways	3.56%
Unit 208	Second Floor	1,493	9-K, LR, DR, 2BR, D, 2B, M & FB	Corridor and Stairways	2.71%
Unit 209	Second Floor	832	7-K, LR, DR, BR, D, B, M & FB	Corridor and Stairways	1.77%
Unit 210	Second Floor	1,543	10-K, BK, LR, DR, 2BR, D, 2B, & M	Corridor and Stairways	0.83%
Unit 211	Second Floor	1,521	10-K, LR, DR, 2BR, D, 2B, LA, & M	Corridor and Stairways	2.87%
Unit 212	Second Floor	1,680	9-K, LR, DR, 2BR, D, 2B, M & PR	Corridor and Stairways	3.28%
Unit 301	Third Floor	1,729	11-K, LR, DR, 2BR, D, ST, 2 1/2 B, M & DK	Corridor and Stairways	3.52%

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, or decks.

**Exhibit C to Master Deed
Description of Units**

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON ELEMENTS
Unit 302	Third Floor	1,889	9-K, LR, DR, 2BR, D, 2B, M, DK & FB	Corridor and Stairways	3.86%
Unit 303	Third Floor	1,657	10-K, LR, DR, 2BR, D, 2B, M, DN & PR	Corridor and Stairways	3.16%
Unit 304	Third Floor	1,655	10-K, LR, DR, 2BR, D, 2B, M, DN & PR	Corridor and Stairways	3.16%
Unit 305	Third Floor	2,212	13-K, LR, DR, 3BR, 2D, 2 ½ B, DN, M & PR	Corridor and Stairways	4.29%
Unit 306	Third Floor	1,857	10-K, LR, DR, 3BR, D, 2B, M & FB	Corridor and Stairways	3.73%
Unit 307	Third Floor	1,447	9-K, LR, DR, 2BR, D, 2B & M	Corridor and Stairways	2.63%
Unit 308	Third Floor	1,229	9-K, LR, DR, 2BR, D, 2B, M & FB	Corridor and Stairways	0.83%
Unit 309	Third Floor	1,457	10-K, BK, LR, DR, 2BR, D, 2B, M & DK	Corridor and Stairways	2.92%

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, or decks.

**Exhibit C to Master Deed
Description of Units**

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON ELEMENTS
Unit 310	Third Floor	1,457	10-K, LR, DR, 2BR, D, 2B, LA & M	Corridor and Stairways	2.91%
Unit 311	Third Floor	1,521	9-K, LR, DR, 2BR, D, 2B, M & DK	Corridor and Stairways	3.29%

NOTE: Room counts and square foot measurements do not include balconies, patios, porches, or decks.

**Exhibit D to Master Deed
R-Common Elements and
C-Common Elements**

**LEXINGTON PLACE CONDOMINIUM
1720 MASSACHUSETTS AVENUE AND 50 WALTHAM STREET
LEXINGTON, MASSACHUSETTS 02421**

EXHIBIT D

R-COMMON ELEMENTS AND C-COMMON ELEMENTS

Section 10 of the Master Deed and Section 5.1 of the By-Laws of the Condominium Trust establish the method by which all unit owners will pay common expenses with respect to the General Common Areas: owners of Residential Units will pay R-Common Expenses; owners of Commercial Units will pay C-Common Expenses; and owners of parking easements in the Parking Facility will pay Parking Charges.

This Exhibit D sets forth the undivided interest of each Residential Unit in the R-Common Elements, which is calculated by comparing the undivided interest in the Common Elements of each Residential Unit compared to all of the other Residential Units, but not all of the Units.

This Exhibit D also sets forth the undivided interest of each Commercial Unit in the C-Common Elements, which is calculated by comparing the undivided interest in the Common Elements of each Commercial Unit compared to all of the other Commercial Units, but not all of the Units.

**Exhibit D to Master Deed
R-Common Elements and
C-Common Elements**

RESIDENTIAL UNITS

UNIT DESIGNATION	UNDIVIDED INTEREST IN THE R-COMMON ELEMENTS
Unit 101	3.58%
Unit 102	3.33%
Unit 103	3.71%
Unit 104	3.53%
Unit 105	3.54%
Unit 106	3.55%
Unit 107	0.72%
Unit 201	3.73%
Unit 202	3.30%
Unit 203	3.71%
Unit 204	3.43%
Unit 205	3.43%
Unit 206	4.69%
Unit 207	4.02%
Unit 208	3.06%

**Exhibit D to Master Deed
R-Common Elements and
C-Common Elements**

Unit 209	2.00%
Unit 210	0.94%
Unit 211	3.24%
Unit 212	3.71%
Unit 301	3.97%
Unit 302	4.37%
Unit 303	3.58%
Unit 304	3.58%
Unit 305	4.85%
Unit 306	4.22%
Unit 307	2.97%
Unit 308	0.94%
Unit 309	3.30%
Unit 310	3.29%
Unit 311	3.71%

**Exhibit D to Master Deed
R-Common Elements and
C-Common Elements**

COMMERCIAL UNITS

UNIT DESIGNATION	UNDIVIDED INTEREST IN THE C-COMMON ELEMENTS
Unit A	18.62%
Unit B	26.39%
Unit C	20.79%
Unit D	20.57%
Unit E	13.63%