

MASTER DEED
OF
88 HANCOCK STREET CONDOMINIUM

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I, Melvin L. Fraiman, Trustee of 88 Hancock Street Realty Trust under a Declaration of Trust dated August 14, 1979, filed and registered in Middlesex South District Registry of Deeds, Registered Land Section ("Registry of Deeds") as Document #589058, and noted on Certificate of Title #159055 (hereinafter referred to as "Grantor"), being the sole owner of the land together with the buildings thereon, now known and numbered as 88 Hancock Street, Cambridge, Massachusetts, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Premises"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, (Chapter 183A) and do hereby state that they propose to create, and do hereby create, with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end Grantors declare and provide the following:

(1) Name: The name of the condominium shall be 88 Hancock Street Condominium.

(2) Description of Land. The Premises which constitute the condominium (the "Condominium") consist of the land located at 88 Hancock Street, Cambridge, Massachusetts, and being more particularly bounded and described on Exhibit "1" annexed hereto and incorporated herein.

(3) Description of Buildings. The building(s) on the land comprising the Condominium are described on Exhibit 2 annexed hereto and incorporated herein.

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(4) Description of Units.

(A) The designation of each Unit in the buildings comprising the Condominium, a statement of its location, approximate area, number and composition of rooms, immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are set forth in Exhibit 3 annexed hereto and incorporated herein.

The proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all of the Units.

(B) Each Unit includes the ownership of all utility lines; heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit, and the ownership of the porch, if any, located immediately adjacent to Unit.

(C) The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, the courtyard, the basements and yards, corridors and stairways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the common areas and facilities therefor).

(D) The owners of each Unit shall have the right, as appurtenant to their Unit, to use such unpartitioned storage space as may, from time to time, be designated by the Trustees, under such terms, conditions, and provisions as may be established by said Trustees.

(E) Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in Paragraph (5) hereof, and serving that Unit. Nothing herein shall otherwise be construed to

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limit the right of any owners of a Unit to use other common areas and facilities in accordance with the intended purposes thereof.

(F) Each Unit shall be subject to rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(5) Description of Common Areas and Facilities.
The common areas and facilities of the Condominium consist of:

(A) The land described in Exhibit 1, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;

(B) All portions of the Building not included in any Unit by virtue of Paragraph 4 above, including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;

(ii) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes, utility areas, and other facilities in such hallways;

(iii) Installations of central services such as heat, telephone, electric power, gas, hot and cold water, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(iv) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are

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

(v) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit 3 attached to this Master Deed and incorporated herein by reference.

The use of common areas and facilities shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph 9 hereof and the By-Laws and rules and regulations promulgated pursuant thereto, and (c) Massachusetts General Laws, Chapter 183A as amended.

(6) Floor Plans. The floor plans of the Building and the Units therein, together showing the layout of the Building, setting forth the Units within the Building and the Building comprising the Condominium, and depicting the unit numbers, layout, location within each building, and dimensions, main entrance and immediate common areas to which each Unit has access, all as built, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built recorded with and made a part of this Master Deed.

Said plans consist of 2 sheets, and are listed on a schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit "4".

(7) Statement of Purposes. The Units are intended to be used as follows:

(A) All Units shall be used solely for residential purposes.

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(B) The Owner of any Unit shall have the right to rent or lease the same for a period of not more than one (1) year. Any lease with respect to a Unit shall apply to the entire Unit, and shall specifically provide that the lease shall be subject in all respects to the provisions of the Condominium Trust, the By-Laws set forth therein, and the rules and regulations promulgated pursuant thereto, and that any failure by Lessee to comply with the terms of said documents shall constitute a default under said lease; PROVIDED, HOWEVER, that the restrictions of this subparagraph 7(B) shall not apply to a bona fide first mortgage lender in possession of a Unit following a default by Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure. The Trustees of the Condominium Trust may, in their sole discretion, grant permission to individual Unit Owners to lease or rent for periods greater than one (1) year.

C. Notwithstanding the provisions contained in Paragraphs (7) and (8) hereof, the Grantor, or any successor to their interest in the Condominium, hereby reserve(s) the right, until all of the Units have been sold by Grantor or such successor, to:

(a) lease any Units owned by the Grantor;

(b) use any Units owned by the Grantor as models for display for purposes of selling or leasing of Units or for other lawful purposes.

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

(A) No Unit shall be used for any purpose not specified in Paragraph (7) above;

(B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any

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part thereof. This Paragraph (B) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire; and

(C) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this Master Deed, (ii) the Condominium Trust and the rules and regulations promulgated thereto, or (iii) Chapter 183A.

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

(9) Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") will manage and regulate the Condominium established hereby is the 88 Hancock Street Condominium Trust under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium, to which they are entitled under this Master Deed. The names and addresses of the original and present trustees (the "Trustees") of the Condominium Trust are as follows:

Melvin L. Fraiman	Beatrice Z. Fraiman
15 Story Street	15 Story Street
Cambridge, MA 02138	Cambridge, MA 02138

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The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under the Condominium Trust.)

(10) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 75% or more of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

(a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

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

(11) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Land as set forth in Paragraph 2 hereof, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the Land 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, and (b) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(12) 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

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

(13) Encroachments. If any portion of the common areas and facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such building shall stand.

(14) Grantor and the Unit Owners hereby agree as follows:

(A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a bona fide first mortgage lender to:

(i) foreclosure or take title to a Unit pursuant to the remedies provided in the mortgage; or

(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 bona fide first mortgage lender through the procedures set forth in Paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first

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mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(C) That any bona fide first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;

(D) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of Condominium Trust shall be entitled to:

(i) by act or omission, seek or abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the common elements;

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces

and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph.

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the Condominium.

(E) That all taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(F) That in no case shall any provision of the Master Deed of the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(G) That a bona fide first mortgage lender, upon request to the Trustees of Condominium Trust, will be entitled to:

(i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust during normal business hours;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

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(iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(H) that no agreement for professional management of the Condominium or any other contract with Grantor may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days' or less written notice.

The Grantor intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

(15) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision 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 said Chapter 183A, as amended, the provisions of Chapter 183A 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 provision had never been included herein.

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C. In the event of any conflict between the preceding Paragraph 15 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Paragraph 15 shall control.

(16) 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.

(17) 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.

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

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EXECUTED as a sealed instrument on this 14th day of August, 1979

Melvin L. Fraiman

Melvin L. Fraiman
Trustee of 88 Hancock Street
Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex

August 14, 1979

Then personally appeared the above-named Melvin L. Fraiman, and acknowledged his execution of the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me,

John B. Shulz

, Notary Public

My Commission Expires: 11-23-84

April 3, 1980

NOTARY PUBLIC
subject approved by supervisor
By *John J. [Signature]*
CHIEF TITLE EXAMINER

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EXHIBIT "1"
TO
MASTER DEED
OF
88 HANCOCK STREET CONDOMINIUM

A certain parcel of land with the buildings thereon situate in said Cambridge, bounded and described as follows:

- Northwesterly by Hancock Street, seventy feet;
- Northeasterly by land now or formerly of Edna N. Pope, eighty-six and 30/100 feet;
- Southeasterly by land now or formerly of Emma E. Soule and by Arnold Circle, fifty-six and 60/100 feet; and
- Southwesterly sixteen feet;
- Southeasterly thirteen and 40/100 feet and
- Southwesterly seventy and 30/100 feet by land now or formerly of Catherine C. McWeeny.

All of said boundaries are determined by the Court to be located as shown on a plan, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 65, Page 529, with Certificate 11213.

The above-described land is subject to the restrictions set forth in a deed given by William Odiorne to Samuel Burditt, dated November 2, 1835, duly recorded in Book 346, Page 403, so far as in force and applicable.

There is appurtenant to the above-described land rights of way in Arnold Circle as shown on said plan, in common with others entitled thereto.

BEING THE SAME PREMISES DESCRIBED IN CERT. OF TITLE NO. 159055

SAMM COURT, BOSTON. The land herein described will be shown on our approved plan to be laid out as follows: (If correct as to description send to the County, East LOT.)
75108-1
G.T.C.

'APR 23 1980'

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EXHIBIT "2"
TO
MASTER DEED
OF
88 HANCOCK STREET CONDOMINIUM

The Condominium consists of one building located at 88 Hancock Street, Cambridge, Massachusetts.

Said building is four (4) stories in height and contains a basement level. The principal construction material of the building is wood and brick. The building has a stone foundation and a tar and gravel roof. The building has a front entrance on Hancock Street.

There are 16 apartment units in the Condominium, four (4) being located on each floor of the building.

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EXHIBIT "3"
TO
MASTER DEED
OF
88 HANCOCK STREET CONDOMINIUM

Unit Number	Floor Level	Number of Rooms ⁽¹⁾	Approx. Area ⁽²⁾	Common Area for Access	Proportionate Interest
1	1st	4	740	Hall	.06511
2	1st	4	714	Hall	.06282
3	1st	3	476	Hall	.04848
4	1st	4	658	Hall	.06705
5	2nd	4	760	Hall/Stairway	.06687
6	2nd	4	793	Hall/Stairway	.06978
7	2nd	3	476	Hall/Stairway	.04848
8	2nd	4	658	Hall/Stairway	.06705
9	3rd	4	760	Hall/Stairway	.06687
10	3rd	4	793	Hall/Stairway	.06978
11	3rd	3	476	Hall/Stairway	.04848
12	3rd	4	658	Hall/Stairway	.06705
14	4th	4	760	Hall/Stairway	.06687
15	4th	4	793	Hall/Stairway	.06978
16	4th	3	476	Hall/Stairway	.04848
17	4th	4	658	Hall/Stairway	.06705

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(1)

A. All units containing three (3) rooms consist of a living room, one bedroom, kitchen and bathroom with the bathroom not included in the total number of rooms listed above.

B. All units containing four (4) rooms consist of a living room, two bedrooms, kitchen and bathroom with the bathroom not included in the total number of rooms listed above.

(2)

Approximate area does not include the area of the porch. The following units have the exclusive right to use the porch immediately adjoining each respective unit: Unit 3, Unit 4, Unit 7, Unit 8, Unit 11, Unit 12, Unit 16, and Unit 17.

UNIT DIMENSIONS AND BOUNDARIES:

The Unit dimensions shown on the plans extend to the interior finish surface of the unit perimeter walls.

The boundaries of the Units with respect to the floors, ceilings,

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EXHIBIT "3" TO MASTER DEED OF 88 HANCOCK STREET CONDOMINIUM
(CONT'D)

and the walls, doors and windows thereof are as follows:

A. Floors: the plane of the upper surface of the subflooring;

B. Coilings: the plane of the lower surface of the ceiling joists;

C. Interior Building, Walls Separating Units, and Separating Units and Common Areas: the plane of the interior finish surface, with the right and easement to hang and affix usual wall ornaments, including without limitation clocks, pictures, paintings and other such accessories.

D. Exterior Building Walls: The plane of the interior finish surface with the right and easement to hang and affix usual wall ornaments including (without limitation) clocks, pictures, paintings and other such accessories.

E. Exterior Doors and Windows: As to the doors leading to the common areas, the interior surface of the doors and the interior surface of the door frame. As to the windows, the exterior surface of the glass and the interior of the sash, and the interior unfinished surface of the window frame.

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EXHIBIT "4"
TO
MASTER DEED
OF
88 HANCOCK STREET CONDOMINIUM

1. Site Plan
2. Building and Unit Plan - Basement through fourth floor

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Document no 596845,

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SO. MIDDLESEX LAND COURT REGISTRY DISTRICT RECEIVED FOR REGISTRATION	
AT	12 H 45 M P M
APR 24 1990	
NOTED ON CERT. NO. 159775	
REG. BK.	925 PAGE 165
CLERK	G. JOHN F. ZAFFARELLI ASSISTANT RECORDER

REGISTER CERTIFICATE OF TITLE NO. 596845

AND TRANSCRIBED INTO

THE STATION BOOK 411 PAGE 17

REG. CERTIFICATE NO. 9-42 M

AND INDEXED WITH OTHERS IN DISTRICT

91.700
8.62

15.00
20 Mo 15.00
25.00