

R48

7/5/83.

MASTER DEED

This MASTER DEED of the Shore Drive Townhouse Condominium made this 12th day of July, 1983.

WITNESSETH that Peter J. Bruckner and Stephen E. Zecher, Trustees of Shore Drive Realty Trust under Declaration of Trust dated June 18, 1982, recorded with Middlesex South Registry of Deeds in Book 14675, Page 04 (hereinafter referred to as the "Declarant"), being the owners of certain premises in Somerville, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Shore Drive Townhouse Condominium, also known as Shore Drive Townhouses, said Condominium being located at Shore Drive, Puritan Road and Gov. Winthrop Drive, Somerville, Middlesex County, Mass., and is shown on Condominium plans respectively entitled "Site Plan - Shore Drive Townhouses, Shore Drive Townhouse Condominium, Somerville, Mass." dated May 20, 1983, prepared by Selwyn & Kirwin Associates, Reg. Land Surveyors, and floor plans consisting of 24 sheets entitled "Shore Drive Townhouses", all dated July 1, 1983, prepared by P. J. Bruckner Associates, said plans being the

SEE PLAN IN RECORD BOOK 15109 PAGE 084

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Condominium plans referred to which are recorded herewith, and said premises described as set forth in Schedule A.

2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

3. LEGAL ORGANIZATION

The Shore Drive Townhouse Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

The Shore Drive Townhouse Condominium Association, Inc., hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate Shore Drive Townhouse Condominium pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit ownership in the Shore Drive Townhouse Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there

shall be three governors appointed by the Declarant who shall serve until the second annual meeting of the Unit Owners. Thereafter, the governors shall be elected by and from the members of the Association.

The Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers and the President and Treasurer shall be members of the Association.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

4. DESCRIPTION OF BUILDINGS

The Condominium consists of seven (7) buildings containing a total of twenty-four (24) Town House Units, having access to three streets all as shown on plans of Shore Drive Townhouse Condominium above described and having such characteristics as are set forth in Paragraph 5 hereof. Each building has three floors.

The buildings are constructed principally of concrete and wood, each having a poured concrete slab, wood frame structure, wood siding and roofing of asphalt or other roofing material.

5. DESIGNATION OF UNITS

Unit Designation, Type, Number of Floors, Number of Rooms, Approximate Area, Location and other descriptive information are shown on the attached Schedule B.

6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The upper surface of the concrete floor of the first floor.
- b. Ceilings: The plane of the lower surface of the roof rafters.
- c. Interior Building Walls Between the Units: The plane of the interior surface of the studs of the wall facing each Unit.
- d. Exterior Building Walls, Doors and Windows:

As to walls, the plane of the interior surface of the wood studs; as to doors, the exterior surface thereof; as to windows and skylights, the exterior surface of the glass and window frames.

8. MODIFICATION OF UNITS

The Owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such Owner may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association,

including the Rules and Regulations promulgated thereunder. Any and all work, with respect to the foregoing, shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City of Somerville, if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed.

9. RESTRICTIONS ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof or their lessees. Each Unit shall be permanently occupied by no more than two persons per bedroom as a single-family residence and shall be used for no other purpose. Notwithstanding any provisions of this paragraph to the contrary, however, the Declarant, its successors or assigns, has the right to use any Unit owned by them and any portion of the common area or facility for models and for sales, construction, storage and administration. Any lease or rental agreement for any Unit shall be in writing and shall be made specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the Condominium, and shall have a minimum initial term of six (6) months. A copy of the lease or rental agreement shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. The said Declarant, its successors, assigns or affiliated entities, notwithstanding the foregoing, shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or

later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

No part of the premises, including, but not limited to, the parking spaces and driveways, shall be used for parking or storing of trucks, other commercial vehicles, boats, campers, trailers or other vehicles, items or goods, except for parking of duly registered and operable vehicles of the Unit Owners or their lessees.

No part of the premises shall be used for the repairing, maintaining or washing of any vehicle. Provided further, that any private passenger automobile of any type which is inoperable and/or unregistered is prohibited from the Shore Drive Townhouse Condominium.

The balconies, patios and courts which are appurtenant to each Unit, as set forth in Schedule B, are subject to such limitations and conditions as are imposed by the Board of Governors of the Shore Drive Townhouse Condominium Association, Inc.

Provided, however, that other than chairs, benches and tables of such number, nature and type as are actively used for residential purposes, no other goods or materials, including awnings, fixtures and paraphernalia, are to be affixed to or stored on said balconies, patios and courts, except with the approval of the Board of Governors of the Association, which approval may be withheld in its absolute discretion.

No animals or reptiles of any kind shall be raised, bred

or kept in any Unit or in the common areas. Dogs, cats and other household pets owned and in possession of the Unit Owner at the time of the purchase of the said Unit may be kept in the said Unit, provided that the total pets do not exceed one (1) in number and have received the prior approval of the Board of Governors. Provided, further, that the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, said pet shall be permanently removed from the property upon three (3) days' notice.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association and any Unit Owner found by a Massachusetts District or Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the Association in enforcing same.

The Association also reserves the right and easement to enter into the Units, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

The maintenance, repair and improvement of the exterior

portions of the Units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in Shore Drive Townhouse Condominium as any other common expense.

10. UNIT APPURTENANCES

Appurtenant to each Unit are the following:

- a. The exclusive right to use the yard areas as provided in Schedule B.
- b. The exclusive right to use the parking space or spaces (as the case may be) as provided in Schedule F.
- c. Membership in the Association which shall be in the same percentage as an individual Unit Owner's interest in the common areas and facilities. Such membership is not assignable or severable from the ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of the Shore Drive Townhouse Condominium are comprised of (a) the land described in the attached Schedule A as may from time to time be amended,

together with the benefit of and subject to the rights and easements referred to in this Master Deed, and common areas and facilities shown on the Shore Drive Townhouse Condominium plans annexed hereto; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists including all studding, balconies, porches, exterior stairs, roofs of the buildings and the common walls between the said Units of the buildings; (c) roof and roof decks; (d) all sewer, water and electric lines, chimneys and flu lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating plumbing and other fixtures and kitchen and bathroom cabinets located solely within said Unit and serving the same exclusively; (e) all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained; (f) the railings, steps, lighting fixtures and plants; (g) the master television antenna systems and other facilities thereof, if any there be.

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement for the

encroachment and for the maintenance of the same, shall exist so long as the building stands.

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, but any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-six and two-thirds (66 2/3%) percent in interest of the Unit Owners and written consent of the holders of a majority of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Unit owned by it.

If an amendment involves a change in percentage

interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective until recorded with Middlesex South Registry of Deeds.

15. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Laws of the Association shall not bar the subsequent resubmission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or governmental guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this

Master Deed or the Articles of Organization of the Association or its By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First Mortgagee.

b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;

c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees which have at least sixty-seven (67%) percent of the votes subject to

such first mortgages or sixty-seven (67%) percent of the First Mortgagees (based upon one (1) vote for each first mortgage owned), whichever is greater, shall be required to:

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

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(b) determining the pro rata share of ownership of each Unit in the common areas and facilities.

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or

(vi) add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
- (d) insurance or fidelity bonds;
- (e) rights to use common areas;
- (f) responsibility for maintenance and repair of the several portions of the Condominium;
- (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
- (h) boundaries of any Unit;
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Unit estates;
- (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (m) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on Units.

Any First Mortgagee who does not deliver or post to the Association a negative response within thirty (30) days of a written request by the Board of Governors for approval of any

addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Clerk of the Board of Governors making reference to this section, when recorded with Middlesex South Registry of Deeds shall be conclusive as to the facts therein set forth as to all parties and may be relied upon by third parties dealing with the Association as to matters therein set forth.

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

f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities;

g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;

(ii) any delinquency in the payment of assessments

or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

h. To the extent permitted by applicable law, a First Mortgagee shall also be afforded the following rights:

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

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to such first mortgages:

(iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of First Mortgagees holding mortgages on all remaining Units whether existing in whole or in part and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to such first mortgages;

(iv) When professional management has been previously required by any First Mortgagee, whether such entity became a First Mortgagee at that time or later, any decision to establish self-management by the Association shall require prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to such first mortgages.

i. Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed and/or to the By-Laws of the Association at any time and from time to time which amends this Master Deed and/or the By-Laws of the Association, (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the

Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed and/or the By-Laws of the Association into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed and/or the By-Laws of the Association or any exhibit or supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to a Unit.

17. DECLARANT'S CONTRACTS

Any agreement for professional management of the Condominium, or any other contract providing for services of the

Declarant or any other person or entity, or any lease made by or with the Declarant providing for services for the benefit of the Association, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

18. BOOKS, RECORDS, AUDITED STATEMENTS

a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year at the expense of the requesting party. Any financial statement so requested shall be furnished within a reasonable time following such request.

19. CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the By-Laws of the Association shall not be altered, amended or otherwise change if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All

shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. MISCELLANEOUS

- a. Captions. The captions herein inserted are 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.
- b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.
- c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.
- d. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed and, in such event all the other provisions of this Master Deed shall

continue in full force and effect as though such invalid provision had never been included herein.

e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. A Unit Owner, in the event any action is instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges shall be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

WITNESS our hands and seals this 12th day of
July, 1983.

Peter J. Bruckner
Peter J. Bruckner, Trustee as aforesaid

Stephen E. Zecher
Stephen E. Zecher, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

JULY 12, 1983.

Then personally appeared the above-named Peter J. Bruckner and Stephen E. Zecher, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me.

George B. Wright
Notary Public

My commission expires: MAR 4, 1984



7/5/83.

SHORE DRIVE TOWNHOUSE CONDOMINIUM
EXHIBIT A

The land with the improvements thereon, if any, situated in Somerville, Middlesex County, Massachusetts, shown as Lot B dated February 6, 1982, drawn by Selwyn & Kirwin Assoc., Registered Land Surveyors, recorded with Middlesex South Registry of Deeds in Book 14675, Page 9.

(Said land being hereinafter referred to as the "Premises".)

For Grantor's title, see Deed of City of Somerville dated June 29, 1982 recorded with Middlesex County Southern District Registry of Deeds in Book 14675, Page 9.

The Premises are conveyed subject to the following insofar as now in force and applicable:

1. Deed of easement from John A. Walker to the City of Somerville dated August 17, 1925 and recorded with said Deeds in Book 4907, Page 67.
2. Deed of easement from John A. Walker to the Edison Electric Illuminating Company of Boston and New England Telephone & Telegraph Company of Massachusetts, dated November 2, 1925 and recorded with said Deeds in Book 4917, Page 351.
3. Taking of Shore Drive as a public street by the Board of Aldermen of the City of Somerville by order dated September 8, 1927 and recorded with said Deeds in Book 5146, Page 456.
4. Taking of Puritan Road by the Board of Aldermen of the City of Somerville by order dated June 28, 1928 and recorded with said Deeds in Book 5251, Page 26.
5. Taking of Gov. Winthrop Road by the Board of Aldermen of the City of Somerville by order dated June 28, 1928 and recorded with said Deeds in Book 5251, Page 36.

6. Taking for the widening of Shore Drive by the Board of Aldermen of the City of Somerville by order dated February 14, 1929 and recorded with said Deeds in Book 5349, Page 325.
7. Rights, covenants, easements and reservations contained in Deed of the City of Somerville to the Declarants dated June 29, 1982, recorded with said Deeds in Book 14675, Page 9.
8. Terms and provisions of Variance issued by the Board of Aldermen of the City of Somerville, pursuant to Decision dated August 14, 1981, a Certificate of Granting of Variance or Special Permit dated June 9, 1982, recorded with said Deeds in Book 14659, Page 396.

SCHEDULE B

<u>BUILDING #</u>	<u>UNIT #</u>	<u>TYPE</u>	<u>NO. OF ROOMS</u>	<u>SQUARE FEET</u>
1	1A	3BR	9	1371
	1B	3BR	9	1372
2	2A	2BR	8	1217
	2B	2BR	8	1197
3	3A	3BR	9	1367
	3B	3BR	9	1377
	3C	2BR	8	1205
4	4A	2BR	8	1204
	4B	2BR	8	1210
	4C	2BR	8	1211
	4D	2BR	8	1210
	4E	2BR	8	1209
	4F	3BR	9	1375
5	5A	2BR	8	1205
	5B	3BR	9	1374
	5C	3BR	9	1372
	5D	2BR	8	1198
6	6A	3BR	9	1371
	6B	2BR	8	1205
	6C	2BR	8	1209
7	7A	2BR	8	1195
	7B	2BR	8	1212
	7C	2BR	8	1218
	7D	2BR	8	1198

Each 2-BR Unit consists of three floors and has on the first floor: a kitchen, dining/living room combination, laundry room, a half bath and vestibule. On the second floor: two bedrooms and a full bath. On the third floor: an attic area room; Units 3C, 5A and 7A have in addition the exclusive right and easement to the second floor deck immediately adjacent to the Unit as shown on said condominium plans hereinbefore referred to.

Each 3-BR Unit consists of three floors and has on the first floor: a kitchen, dining/living room combination, -laundry room, a half bath and vestibule. On the second floor: two bedrooms and a full bath. On the third floor: one bedroom, a full bath and the exclusive right and easement to the roof deck immediately adjacent to the Unit as shown on said condominium plans hereinbefore referred to.

Each 2-BR Unit shall have an exclusive easement to use one parking space, and each 3-BR Unit shall have an exclusive easement to use two parking spaces. Said spaces are designated with corresponding Unit numbers and shown on the said condominium plans hereinbefore referred to.

All 2-BR and 3-BR Units have the exclusive easement to use the yard area immediately adjacent to the rear of each Unit for patio and yard purposes as shown on the said condominium plans herein before referred to.

The immediate common area to which each Unit has access is the front walkway which in turn affords further access to the outside common areas, parking spaces and the public ways. Each Unit also has access to a rear yard area which affords further access to the outside common areas.

SHORE DRIVE TOWNHOUSE CONDOMINIUM

SCHEDULE C

<u>UNIT #</u>	<u>PERCENTAGE</u>
1A	4.60%
1B	4.60
2A	4.17
2B	4.17
3A	4.56
3B	4.45
3C	4.12
4A	3.98
4B	3.89
4C	3.98
4D	3.98
4E	3.98
4F	4.45
5A	4.08
5B	4.40
5C	4.40
5D	3.98
6A	4.45
6B	3.89
6C	3.98
7A	4.03
7B	3.94
7C	3.94
7D	3.98