

**MASTER DEED
OF THE
THE MULLINS COURT CONDOMINIUM**

We, Robert Davies and Alex M. Steinbergh, hereinafter referred to as "Declarant", being the sole Owners of certain premises in Cambridge, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and recording this Master Deed, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a Condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end hereby declares and provides as follows:

1. **NAME:**

The name of the Condominium shall be:

The Mullins Court Condominium

2. **DESCRIPTION OF THE LAND:**

The land on which the building and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions, and appurtenant rights set forth and contained in said Exhibit A.

3. **DESCRIPTION OF BUILDING:**

The description of the building (the "Building") comprising the Condominium, stating the number of stories, the number of Units, and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. **DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES:**

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, as shown on the Plans of the Condominium to be recorded herewith.

5. **COMMON AREAS AND FACILITIES:**

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements" or "Common Areas and Facilities") comprise and will consist of:

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(a) The land, together with and subject to all easements, encumbrances, restrictions, and appurtenances described in Exhibit A;

(b) The yards, lawns, access ways, walkways, sidewalks, driveways, parking areas, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, fences, steps, sillcocks, lighting fixtures, and plants; SUBJECT HOWEVER, to the exclusive easements and rights to use a certain yard areas and roof areas, as hereinafter provided;

(c) All areas of the building comprising the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including without limiting the generality of the foregoing:

(1) The foundations, structural elements, columns, beams, studs, joists, supports, exterior walls, and roof of the building, fire walls, walls between Units, and walls between the common areas and the Units;

(2) The Building entrances, entrance halls, halls, stairways, heating and plant room, electrical equipment room, if any, and storage area in the basement;

(3) All conduits, ducts, pipes, plumbing, wiring, electrical meters, and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;

(4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within or servicing a single Unit. Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Owner of the Unit so serviced; and

(5) All other apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance, or safety of the building, PROVIDED HOWEVER, that certain Units shall have as appurtenant to such Units certain exclusive rights as those rights may be set forth in various paragraphs hereunder;

(d) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land.

6. DETERMINATION OF PERCENTAGE INTEREST IN COMMON ELEMENTS:

The Owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C hereto for such Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all Units on this date. Said common areas and facilities, including those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use as such may be designated in Exhibit C hereto, shall be subject to the provisions of the Mullins Court Condominium Trust and the By-Laws set forth therein, if any, herein referred to, and the use and maintenance thereof.

MAINTENANCE AND REPAIR OF EXCLUSIVE EASEMENTS AND RIGHTS OF USE AND APPORTIONMENT OF PROPERTY TAXES THEREON: Those common areas and facilities of the Condominium described hereinbefore, subject to exclusive easements and rights of use appurtenant to the Units, if any, as such may be designated in Exhibit C hereto, shall be maintained in good repair by, and at the sole expense of the Unit Owner benefitting from such exclusive easement and right of use (who shall also reimburse the Trust for the cost of any repairs or damage thereto caused or permitted by such Unit Owner's negligence, misuse, or neglect). If the Owner of any such Unit shall fail or neglect so to maintain any such areas, the Trustees may do so and charge such Unit Owner for the costs thereof, and such Unit Owner shall be liable therefore.

7. FLOOR PLANS:

The verified floor plan of the building showing the layout, location, Unit numbers and dimensions of the Units and other such matters as are required by law, are attached hereto.

8. USE OF BUILDING AND UNITS:

The purposes for which the building and Units are intended to be used are as follows:

(a) The Building and each of the Units are intended only for residential purposes or any other purpose permitted by the zoning ordinances of the City of Cambridge, PROVIDED HOWEVER, that non-residential use does not unreasonably interfere with the quiet enjoyment of another Unit. In the event a Unit is used for residential purposes, no such use may be made of such Unit except by the owner thereof or his permitted lessees and the members of their immediate families, or for no more than three persons unrelated by blood or marriage.

9. RESTRICTIONS ON THE USE OF UNITS:

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Mullins Court Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, HOWEVER, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Mullins Court Condominium Trust, hereinafter referred to, which approval shall not unreasonably withheld or delayed;

(c) Except on unanimous written approval of the Trustees of the Mullins Court Condominium Trust, in order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no balcony, 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 any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions stated in the description of land on which the building is located in Exhibit A attached hereto;

(d) The limitations on use and restrictions set forth in Sections 8 and 9 shall be for the benefit of the Owners of the Units and the Trustees of the Mullins Court Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Trustees; and

(e) All leases or rental agreements for Unit estates shall be in writing and specifically subject to the requirements of the Master Deed and the Trust and By-Laws of the Condominium. No Unit estate may be leased or rented for a period of less than thirty days or more than one year. Renewal of such leases or rental agreements shall be contingent upon the unanimous written approval of the Trustees of the Mullins Court Condominium Trust, which approval shall not be unreasonably withheld.

10. AMENDMENTS:

This Master Deed may be amended by an instrument in writing:

(i) Signed by the Unit Owners entitled to One Hundred (100%) percent of the undivided interests in the Common Elements; and

(ii) Signed and acknowledged by a majority of the Trustees of the Mullins Court Condominium Trust hereinafter referred to; and

(iii) Duly recorded with the Middlesex South Registry of Deeds, PROVIDED HOWEVER, that

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) 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 affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

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

(e) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by Unit Owners entitled to One Hundred (100%) percent of the undivided interests in the Common Elements; and

(f) 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 said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

11. MANAGING ENTITY:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Mullins Court Condominium Trust, a Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The name and address of the original and present Trustees thereof are Robert Davies of 11420 Vale Spring Drive, Oakton, VA 22124 and Alex M. Steinbergh of 3 Clinton Street, #3, Cambridge, MA 02139.

The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

12. UNITS SUBJECT TO MASTER DEED, BY-LAWS, UNIT DEED, AND REGULATIONS:

All present and future Owners, tenants, visitors, servants, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations of the Mullins Court Condominium, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all 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 or license thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. ENCROACHMENTS:

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or

upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as the result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, (c) as the result of repair, or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as the 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 the Building stands.

14. PIPES, WIRES, FLUES, 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, flues, cables, conduits, public utility lines, and other 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, flues, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein or elsewhere in the Building.

15. INVALIDITY:

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

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 or the intent of any provisions hereof.

18. CONFLICTS:

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts. In case any of the provisions stated above

conflict with the provisions of said statute, the provision of said statute shall control.

19. PROVISIONS FOR THE PROTECTION OF MORTGAGEES: FHLMC, FNMA PROVISIONS:

Notwithstanding anything in this Master Deed or in the Mullins Court Condominium Trust ("Condominium Trust") and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of 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 Condominium Trust 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 to 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 through the procedures described in subparagraphs (i) and (ii).

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee 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) Any First Mortgagee who obtains title to any Unit by foreclosure 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) All liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recording of any first mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Trust in connection with unpaid assessments shall be subordinate to a prior recorded first mortgage.

(e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:

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

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

(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 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 other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(f) 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.

(g) In no event shall any provisions of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of such Unit and/or the Common Areas and Facilities.

(h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

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

(ii) inspect all books and records of the Condominium Trust at all reasonable times;

(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;

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

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage, or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

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

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of written request by the Trustees for approval of any non-material addition or amendment pursuant to this section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

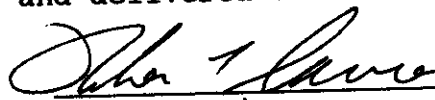
The Declarant intends that the provisions of this Section 19 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South Registry of Deeds in accordance with the requirements of Section 10 hereof.

20. MISCELLANEOUS:

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (a) 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 Administration, 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; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (c) to bring this Master Deed into compliance with Chapter 183A; or (d) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any 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 acknowledgment 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 or controls title to a Unit.

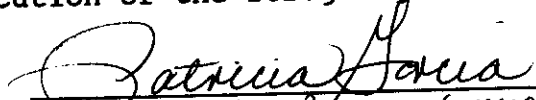
IN WITNESS WHEREOF, Robert Davies has caused this Master Deed to be duly executed, sealed and delivered on this 8th day of November, 1995.


 Robert Davies

STATE OF VIRGINIA

State of Maryland County of Prince Georges 8 November 1995

Then personally appeared before me the above-named Robert Davies and acknowledged the execution of the foregoing instrument as his free act and deed.


 Notary Public: Patricia Garcia
 My Commission Expires: Jan 14, 1998

IN WITNESS WHEREOF, Alex M. Steinbergh has caused this Master Deed to be duly executed, sealed and delivered on this 9th day of November, 1995.

Alex M. Steinbergh
Alex M. Steinbergh

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

November 9, 1995

Then personally appeared before me the above-named Alex M. Steinbergh and acknowledged the execution of the foregoing instrument as his free act and deed.

Katherine Whipple
Notary Public:
My Commission Expires: *1/15/99*

**EXHIBIT A
MASTER DEED
THE MULLINS COURT CONDOMINIUM**

Description

A certain parcel of land with the building (s) thereon situated on Winter Street and Mullins Court in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

NORTHERLY	by Winter Street, one hundred and eight (108) feet;
EASTERLY	by land now or formerly of Callahan, sixty (60) feet;
NORTHERLY	again by said land now or formerly of Callahan, thirty (30) feet;
EASTERLY	again by said land now or formerly of O'Neill and land now or late of Mahoney, forty (40) feet;
SOUTHERLY	again by land now or formerly of Carey, Souza, Flannery and Cresto, one hundred and thirty-eight (138) feet; and
WESTERLY	by land now or formerly of Moschello, one hundred (100) feet.

For Grantor's title see a deed from Robert Davies and Andrew McNerney dated October 25, 1995 and recorded with the Middlesex South Registry of Deeds on Oct. 25, 1995 as Instrument No. 812, Book, Page

**EXHIBIT B
MASTER DEED
THE MULLINS COURT CONDOMINIUM**

The two (2) buildings comprising the Condominium are of wood frame construction. They consist of and are known and numbered as 1-9 Mullins Court, Cambridge, Massachusetts.

The building at 1-6 Mullins Court is two stories in height with a full basement. The building at 7-9 Mullins Court is three (3) stories in height with a full basement. The foundation of the buildings are of stone block, rubble, or brick with a poured concrete floor. The basement of the buildings contain the mechanical areas and storage areas as designated on the Plans of the Condominium recorded herewith.

Interior wall surfaces of the building are of plaster and lathe and gypsum board. The plumbing is of copper and pvc. Exterior siding is of wood shingles. The Units in each building are served by one heating system.

The buildings have sixteen (16) Units and have no name as of the date hereof.

**EXHIBIT C
MASTER DEED
THE MULLINS COURT CONDOMINIUM**

1-6 Mullins Court

UNIT NUMBER	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA IN SQ. FT.	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	1st and 2nd floor	5	1408	9.38%
2	1st and 2nd floor	5	1412	9.41%
3	1st and 2nd floor	5	1412	9.41%
4	1st and 2nd floor	5	1412	9.41%
5	1st and 2nd floor	5	1412	9.41%
6	1st and 2nd floor	4	1408	9.38%

7-9 Mullins Court

UNIT NUMBER	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA IN SQ. FT.	PERCENTAGE INTEREST IN COMMON ELEMENTS
7A	First Floor	4	675	4.50%
7B	Second Floor	4	731	4.87%
7C	Third Floor	5	783	5.22%
8A	First Floor	4	680	4.53%
8B	Second Floor	4	731	4.87%
8C	Third Floor	5	783	5.22%
9A	First Floor	2	378	2.52%
9B	Second Floor	4	736	4.90%
9C	Third Floor	5	757	5.04%
9D	First Floor	2	288	1.93%

NOTE: The number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, or basement storage spaces.

COMMON AREA ACCESS:

Unit 1 has immediate access to a common area front steps from the entry hall of the Unit, in addition, Unit 1 has immediate access to common area rear steps from the bathroom of the Unit.

Unit 2 has immediate access to a common area front steps from the entry hall of the Unit, in addition, Unit 2 has immediate access to common area rear steps from the bathroom of the Unit.

Unit 3 has immediate access to a common area front steps from the entry hall of the Unit, in addition, Unit 3 has immediate access to common area rear steps from the bathroom of the Unit.

Unit 4 has immediate access to a common area front steps from the entry hall of the Unit, in addition, Unit 4 has immediate access to common area rear steps from the bathroom of the Unit.

Unit 5 has immediate access to a common area front steps from the entry hall of the Unit, in addition, Unit 5 has immediate access to common area rear steps from the bathroom of the Unit.

Unit 6 has immediate access to a common area front steps from the entry hall of the Unit, in addition, Unit 6 has immediate access to common area rear steps from the bathroom of the Unit.

Unit 7A has immediate access to a common area hallway from the living room on the Unit, in addition Unit 7A has immediate access to a common area hallway from the kitchen of the Unit.

Unit 7B has the immediate access to a common area hallway from the kitchen of the Unit, in addition Unit 7B has immediate access to a common area fire escape from the bathroom of the Unit.

Unit 8A has immediate access to a common area hallway from the living room on the Unit, in addition Unit 8A has immediate access to a common area hallway from the kitchen of the Unit.

Unit 8B has the immediate access to a common area hallway from the living room of the Unit, in addition Unit 8B has immediate access to a common area hallway from the kitchen of the Unit. Finally, Unit 8B has immediate access to a common area fire escape from the bathroom of the Unit.

Unit 9A has immediate access to a common area hallway from the kitchen of the Unit.

Unit 9B has immediate access to a common area hallway from the kitchen of the Unit, in addition Unit 9B has immediate access to a common area fire escape from the bedroom on the Unit.

Unit 9C has immediate access to a common area hallway from the living room of the Unit, in addition Unit 9C has immediate access to a common area hallway from the kitchen of the Unit. Finally, Unit 9C has immediate access to a common area fire escape from the bedroom of the Unit.

Unit 9D has immediate access to a common area hallway from the living room of the Unit, in addition Unit 9D has immediate access to a common area hallway from the kitchen of the Unit.

The boundaries of the Units, with respect to the floors, ceilings, doors, and windows thereof are as follows:

1. FLOORS: The plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab.
2. CEILINGS: The plane of the lower surface of the ceiling joists or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
3. INTERIOR BUILDING WALLS BETWEEN UNITS AND BETWEEN UNITS AND COMMON AREAS: The plane of the interior surface of the wall furrings or studs, or the plane of the surface facing such Unit of the masonry or cement when masonry or cement is the finished material.
4. DOORS AND WINDOWS: The plane of the exterior surface of doors and the exterior surface of window glass and the interior surface of the window frames.
5. EXTERIOR BUILDING WALLS: The plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.

EXCLUSIVE EASEMENTS AND RIGHTS OF USE

1. The Owners of Units 1, 2, 3, 4, 5, 7A, 8A, 9A, 9D, 7B, 8B and 9B shall have the exclusive right and easement to use certain yard areas as shown on the site plan of the condominium recorded herewith.
2. The Owners of Unit 7C, 8C, 9C, 1, 2, 3, 4, 5 and 6 shall each have the exclusive right and easement to use the roof areas directly above their respective Units as shown on the plans of the condominium recorded herewith.