

R19.

MASTER DEED
OF
MEDFORD TOWER CONDOMINIUM

Medford Tower, Inc., a Massachusetts corporation having an usual place of business at 39 Brighton Avenue, Boston, Suffolk County, Massachusetts, being the sole owner of the premises in Medford, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit the premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to the premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

1. Name. The name of the condominium shall be:

MEDFORD TOWER CONDOMINIUM

2. Description of Land. The land on which the condominium is located is generally known as 50 Water Street, Medford, Middlesex County, Massachusetts and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

3. Description of Building. There is, on the land described in Exhibit A, one (1) seven (7) -story building (the "Building"). The Building has been divided into a total of 56 condominium units (the "Units"). The Building is constructed principally of concrete block bearing wall with concrete plank floors. Exterior walls are concrete block with brick veneer and the interior of such walls are metal stud with gypsum wallboard finish. Interior partitions are metal studs with masonry. The Building has copper and cast iron plumbing, oil-fired hot water baseboard heating and tar and gravel roofing.

4. Floor Plans; Designations of Units and Their Boundaries. The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating that the Building has no name and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, captioned "Medford Tower Condominium, 50 Water Street, Medford, Ma." (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of four (4) sheets as follows:

Sheet 1 - First, Second Floor Plans
Sheet 2 - Third, Fourth Floor Plans

Sheet 3 - Fifth, Sixth Floor Plans
Sheet 4 - Seventh Floor Plan Building Section

The Units, their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the subflooring.

Ceilings: The plane of the lower surface of the ceiling joists.

Interior building walls: The plane of the surface of the wall studs facing the Unit.

Exterior building walls: The plane of the interior surface of the studs.

Exterior doors and windows: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.

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

(a) The land described in Exhibit A, 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:

(1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for 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;

(2) 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;

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

(4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(c) Walkways, driveways, outside parking spaces, fencing and other improvements on the land described in Exhibit "A", except that the outside parking spaces shall be limited common area;

(d) Laundry room and boiler room located in the Building;

(e) 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 B attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Medford Tower Condominium Trust, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

6. Parking Spaces - Limited Common Area. The owner(s) of each Unit shall be entitled to park one car in a parking space in common area, such space to be designated by the Declarant, his successors and assigns, as hereinafter provided. The Declarant, his successors and assigns, shall have the right to grant to the owner(s) of each Unit the exclusive right and easement to use, for the purpose of parking cars, any of the parking spaces located on the premises described in Exhibit A attached hereto and shown on the site plan recorded herewith entitled "Site Plan Medford Tower Condominium, Medford, Mass.", Scale 1" = 20 feet, dated March 7, 1979, by John F. Hennessey, C.E. The exclusive right and easement to use a parking space, shall be appurtenant to the Unit with which it is conveyed, shall run with the land and shall be conveyed by the Unit Owner only together with the Unit to which it appertains, unless it is conveyed to the Condominium Trust or unless the Condominium Trust otherwise consents in writing thereto.

The Trustees of the Condominium Trust shall have the right to grant leases or exclusive rights and easements to use parking spaces to Unit Owners or third parties with respect to any parking spaces conveyed to it.

7. Statement of Purposes. The Units and the common areas and facilities therein are intended to be used are as follows:

Units shall be used solely for residential purposes.

The Declarant, or any successor to its interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), (a) lease Units which have not been sold and (b) use any Units owned by the Declarant or such successor(s) as models for display for purposes of sale or leasing of Units.

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 section 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 part thereof. This subparagraph (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 the By-Laws of the Condominium Trust and the rules and regulations which may be adopted pursuant thereto.

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. 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 Middlesex County 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.

(f) No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any

force or effect before the Declarant has conveyed title to all 56 Units unless the Declarant executes the instrument of Amendment.

10. Trust. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is Modford Tower Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

Robert J. Samia, 39 Brighton Avenue, Allston, MA
Ronald Brown, 39 Brighton Avenue, Allston, MA
Robert Keezer, 1 Court Street, Boston, MA

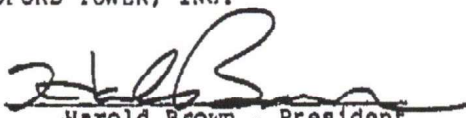
11. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of, and be subject to, the provisions of Chapter 183A in effect on the date this Master Deed is recorded, and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

12. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

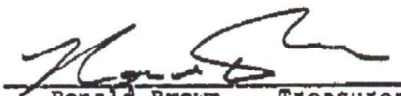
IN WITNESS WHEREOF, on this 30th day of April, 1979, Medford Tower, Inc. has caused this Condominium Master Deed to be signed under seal.

MEDFORD TOWER, INC.

BY:


Harold Brown, President

BY:

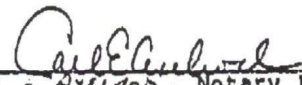

Ronald Brown, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 30, 1979

Then personally appeared the above-named Harold Brown, President as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Medford Tower, Inc., before me.


CARL E. AXELROD, Notary Public

My commission expires: 12/20/85

EXHIBIT "A"

Description of Land

A certain parcel of land, with the buildings thereon, situated in Medford, Middlesex County, Massachusetts, known as and numbered 50-56 Water Street, and being shown on a plan entitled "Site Plan Medford Tower Condominium, Medford Mass." dated March 7, 1979, by John F. Hennessey, Civil Engineer, Brookline, Massachusetts, scale 1" = 20', which plan is recorded herewith, and according to said plan being bounded and described as follows:

- SOUTHWESTERLY by Water Street, One Hundred Ninety and 19/100 (190.19) feet;
- NORTHWESTERLY by land of owners unknown, by two lines totalling Two Hundred Fifty-two and 35/100 (252.35) feet;
- NORTHEASTERLY by land of owners unknown, by three lines totalling One Hundred Forty-five and 89/100 (145.89) feet;
- SOUTHEASTERLY by Brookside Parkway, Three Hundred Twenty and 49/100 (320.49) feet;
- SOUTHEASTERLY by Brookside Parkway and Water Street, Thirty-six and 36/100 (36.36) feet;

Containing 51,130 square feet of land, more or less, according to the aforesaid plan or however otherwise the premises may be measured, bounded or described.

The premises are conveyed subject to a 10 foot drainage easement on the Northeasterly property line as shown on the aforesaid plan.

The premises are also conveyed subject to a taking by the Commonwealth of Massachusetts, dated June 24, 1958, and recorded with the Middlesex South District Registry of Deeds in Book 9181, Page 273.

LEGEND:-

LR = Living Room
BR = Bedroom
K = Kitchen
B = Bath

EXHIBIT "B"

Unit	Percentage Interest in the Condominium	Location	Number and Composition of Rooms	Approximate Area	Immediate Common Areas to Which Unit Has Access
11	1.572	First Floor	LR, 2BR, K, B	792	First Floor Hallway and Stairway
12	1.635	"	LR, 2BR, K, B	792	"
12A	.692	"	LR, K, B	388	First Floor Hallway
14	1.321	"	LR, BR, K, B	634	"
15	1.635	"	LR, 2BR, K, B	792	First Floor Hallway and Stairway
16	1.572	"	LR, 2BR, K, B	792	"
17	1.258	"	LR, BR, K, B	634	First Floor Hallway
18	1.258	"	LR, BR, K, B	792	"
21	1.855	Second Floor	LR, 2BR, K, B	792	Second Floor Hallway and Stairway
22	1.793	"	LR, 2BR, K, B	792	"
23	1.918	"	LR, 2BR, K, B	843	Second Floor Hallway
24	1.478	"	LR, BR, K, B	634	"
25	1.793	"	LR, 2BR, K, B	792	Second Floor Hallway and Stairway
26	1.855	"	LR, 2BR, K, B	792	"
27	1.541	"	LR, BR, K, B	634	Second Floor Hallway
28	1.981	"	LR, 2BR, K, B	927	"
31	1.887	Third Floor	LR, 2BR, K, B	792	Third Floor Hallway and Stairway
32	1.824	"	LR, 2BR, K, B	792	"
33	1.950	"	LR, 2BR, K, B	843	Third Floor Hallway
34	1.510	"	LR, BR, K, B	634	"

EXHIBIT "B" (continued)

Unit	Percentage Interest in the Condominium	Location	Number and Composition of Rooms	Approximate Area	Immediate Common Areas to Which Unit Has Access
35	1.824	Third Floor	LR, 2BR, K, B	792	Third Floor Hallway and Stairway
36	1.887	"	LR, 2BR, K, B	792	"
37	1.572	"	LR, BR, K, B	634	Third Floor Hallway
38	2.013	"	LR, 2BR, K, B	927	"
41	1.918	Fourth Floor	LR, 2BR, K, B	792	Fourth Floor Hallway and Stairway
42	1.855	"	LR, 2BR, K, B	792	"
43	1.981	"	LR, 2BR, K, B	843	Fourth Floor Hallway
44	1.541	"	LR, BR, K, B	634	"
45	1.855	"	LR, 2BR, K, B	792	Fourth Floor Hallway and Stairway
46	1.918	"	LR, 2BR, K, B	792	"
47	1.604	"	LR, BR, K, B	634	Fourth Floor Hallway
48	2.044	"	LR, 2BR, K, B	927	"
51	1.950	Fifth Floor	LR, 2BR, K, B	792	Fifth Floor Hallway and Stairway
52	1.887	"	LR, 2BR, K, B	792	"
53	2.013	"	LR, 2BR, K, B	843	Fifth Floor Hallway
54	1.572	"	LR, BR, K, B	634	"
55	1.887	"	LR, 2BR, K, B	792	Fifth Floor Hallway and Stairway
56	1.950	"	LR, 2BR, K, B	792	"
57	1.635	"	LR, BR, K, B	634	Fifth Floor Hallway
58	2.075	"	LR, 2BR, K, B	927	"
61	1.981	Sixth Floor	LR, 2BR, K, B	792	Sixth Floor Hallway and Stairway
62	1.918	"	LR, 2BR, K, B	792	"

Unit	EXHIBIT "B" (continued)		Approximate Area	Immediate Common Areas to Which Unit Has Access
	Percentage Interest in the Condominium	Location	Number and Composition of Rooms	
63	2.044	Sixth Floor	LR, 2BR, K, B	Sixth Floor Hallway
64	1.604		LR, BR, K, B	
65	1.918	"	LR, 2BR, K, B	Sixth Floor Hallway and Stairway
66	1.981		LR, 2BR, K, B	
67	1.667	"	LR, BR, K, B	Sixth Floor Hallway
68	2.106		LR, 2BR, K, B	
71	2.013	Seventh Floor	LR, 2BR, K, B	Seventh Floor Hallway and Stairway
72	1.950		LR, 2BR, K, B	
73	2.075	"	LR, 2BR, K, B	Seventh Floor Hallway
74	1.635		LR, BR, K, B	
75	1.950	"	LR, 2BR, K, B	Seventh Floor Hallway and Stairway
76	2.013		LR, 2BR, K, B	
77	1.698	"	LR, BR, K, B	Seventh Floor Hallway
78	2.138		LR, 2BR, K, B	