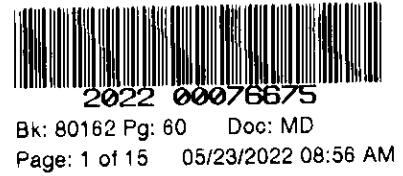


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335 of 2022
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Property Address: 60 Cross Street East, Somerville

**CONDOMINIUM MASTER DEED
EASTSIDE PLACE CONDOMINIUM
60 CROSS STREET EAST
SOMERVILLE, MASSACHUSETTS**



60 CROSS STREET INVESTMENT, LLC, which is the sole owner of the land and Buildings in Somerville, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Middlesex South District Registry of Deeds, through its Manager, YOUNG H. LEE, does hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), and hereby creates with respect to those premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name. The name of the Condominium shall be:

EASTSIDE PLACE CONDOMINIUM

Section 2. Description of Land. The land on which the Condominium is located is described on Schedule A attached hereto.

Section 3. Description of Buildings. There are, on the land described in Section 2 above one three-story building with a first-floor level containing ten (10) dwelling units and parking for 108 stalls; a second-floor level and third-floor level containing thirty-two (32) and thirty-three (33) units respectively. The Building is of steel-frame construction on the first level with wood-frame above and with ethylene propylene diene membrane (EPDM) roofing systems on a flat roof and an exterior of composite materials including cementitious and trim clapboards. The interior walls are stud and drywall.

Section 4. Description of the Units. The plan of the Building prepared by the architect (the "Unit Plans"), showing the layout, location, Unit designations and dimensions of the Units, the name of the Buildings, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, is to be recorded with and as a part of this Master Deed. Also, to be recorded herewith is a plan, titled, "*Eastside Place Condominium Site Plan - 50-60 Cross Street East*" (the "Site Plan"), dated April 13, 2022, drawn by GM2 Associates, Inc., showing the Buildings and the Lot upon which they are located and showing the location of use easements for the benefit of land appurtenant thereto.

The condominium units (the "Units"), their designations, locations, approximate areas, number of rooms and the immediate common areas to which each has access are as follows:

Type "S" Units: There are 16 studio units. Each unit contains approximately 480-628+/- square feet, kitchen/dining/living area, one bathroom, and laundry closet.

Type "A" Unit: There are 39 one-bedroom units. These units contain approximately 602-882+/-, utility closet, foyer, kitchen, dining/living area, two bedrooms, one- and one-half bathrooms, with immediate access to, and exclusive use of, a balcony as an appurtenance.

Yerence P. Morris, Esq.
57 Elm Road
Newton, MA 02460-2144

Type “B” Unit: There are 14 two-bedroom units. These units contain approximately 907-1,236+/- square feet, consist of living/dining room, kitchen, two bedrooms, two bathrooms and laundry area.

Type “C” Unit: There are 6 three-bedroom units. These units contain approximately 1,020-1,430+/- square feet respectively, consist of a living/dining room, kitchen, three bedrooms, and two bathrooms and laundry area.

As an additional appurtenance, certain of the units have access to, and the exclusive right to use either a patio, balcony, or courtyard space adjacent their units.

Section 4.1 The boundaries of each of the Units are as follows:

Lower Boundary: The plane of the upper surface of the basement flooring.

Upper Boundary: The plane of the lower surface of the ceiling joists, above the uppermost floor level.

Interior building walls: The centerline of the wall between Units and between Units and the common areas and facilities.

Exterior building walls: The interior surface of the exterior wall and any windows or glazing thereon.

Exterior doors and windows: All doors, door frames, windows and window frames and sashes (not including exterior paint, however) are part of the Unit. The Unit Owner shall be responsible for the maintenance, repair and replacement of all windows, glazed doors and other glazing areas, and unglazed doors, in interior and exterior walls of the Unit including but not limited to those which open from the Unit.

Appurtenant Equipment: Any and all furnaces, heating units, water heaters, and related pipes, ducts, wires and conduits serving only one Unit are part of that Unit, even if located in the common areas.

Section 4.2 Designation of Units Governed by Affordable Housing Restriction

Notwithstanding anything to the contrary contained elsewhere in this Master Deed, the following units shall be set aside as the nine (9) affordable units required by Article 13 of the City of Somerville Zoning Ordinance (hereinafter “SZO”) and referenced in the Special Permit with Site Plan review dated December 11, 2014 (PB 2013-05) recorded with the Middlesex South District Registry of Deeds in Book 67497 at Page 124 on June 24, 2016: Units C104, B108, B205, A210, A225, S229, S303, A321, A333. The affordable units are further defined in Article 13 of the SZO, and further described in the Affordable Housing Restriction dated May 11, 2022, recorded in Book 80156, Page 551 at the Middlesex South Registry of Deeds. The Affordable Units are designated as affordable in perpetuity and are being sold for a price below their fair market value to a household within a specific income limit and is subject to the aforementioned Affordable Housing Restriction and a Deed Rider. The Affordable Housing Restriction and Deed Rider (collectively, the “Affordable Housing Restriction”) restrict the resale price of the Affordable Units, the first-time homebuyer status of the buyer(s), as well as the income of potential buyer(s) of the Affordable Unit in order to maintain the designated unit as affordable in

perpetuity. Should an owner(s) decide to sell his/her/their Affordable Unit, the Unit will remain Affordable and the owner(s) shall notify the City of Somerville's Housing Division of the Office of Strategic Planning and Community Development (hereinafter "OSPCD Housing Division") in writing of his/her/their intent to sell and the OSPCD Housing Division shall calculate the resale price accordingly. Per §13.3.5 of the SZO, the Special Permit Granting Authority (hereinafter "SPGA") or its designee has a right of first refusal or option to purchase an Affordable Unit at the point of original sale or any subsequent resale.

No other Units in the Eastside Place Condominium shall be affected by said Affordable Housing Restriction.

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

- (a) The land described in Schedule A attached hereto, 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 buildings not included in any Unit by virtue of the Unit Plans and Section 4 above, including, without limitation, the following to the extent such may exist from time to time:
 - (1) Any foundations, structural members, beams, supports, exterior walls, roof, walls between Units or between a Unit and a common area, and structural walls and other structural components located within any Unit;
 - (2) Balconies, porches, decks and terraces, driveways, carports, sidewalks, steps and stairways;
 - (3) Installations of central services, if any, such as heat, electric power, gas, fire suppression and alarm, hot and cold water, including all equipment attached thereto, wherever located, but not including equipment solely servicing a single Unit, whether located in that Unit or located elsewhere in the common areas; and
 - (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services (collectively, "utility installations") which utility installations (i) are contained in the common portions of the Buildings and (ii) do not solely serve a single Unit, and all such facilities contained within any Unit, which serve parts of the Buildings (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement.
- (c) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to a percentage interest in the common areas and facilities of the Condominium as set forth in Schedule B attached hereto. 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 fair market value of all the Units on that date.

If any portion of the common areas and facilities of the Condominium shall encroach upon any Unit or if any Unit or any appurtenant areas of a Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Unit Plan, 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.

Section 5.1. Exclusive Use/Common Areas:

Some Units have the benefit of the exclusive use of certain common areas so designated in the Master Deed or as shown on the plans recorded herewith. Each Unit shall have the appurtenant exclusive right and easement to use the Parking Spaces shown as exclusive to the Unit on the Plans recorded with the Master Deed or otherwise set forth in the first Unit Deed from the Declarant. The exclusive right and easement to use a Parking Space may not be conveyed separately from the applicable Affordable Units. In addition, those units on the 1st and 3rd floors that have a terrace or balcony appurtenant thereto, have the exclusive of said terrace or balcony. However, certain units on the 2nd floor have direct access to the courtyards immediately adjacent thereto, which shall be distinguished as limited use common areas. The Unit Owners of each Unit so benefited shall keep such use exclusive or limited areas clean, well maintained and in good and safe order.

Section 5.2. Fire Suppression and Alarm Systems. In compliance with the Massachusetts State Building Code, each building has fire suppression (sprinkler) and alarm systems (collectively "Fire Protective Systems") integrated into its overall building system. All Fire Protective Systems must be maintained and serviced according to all applicable NFPA, State and local regulations. All systems must have a maintenance contractor who will respond, within two (2) hours of activation of the system and restore said system to normal conditions according to the guidelines of the authority having jurisdiction.

The Condominium Trustees will immediately notify the Somerville Fire Department of any change of maintenance contractors, as required in local codes. The Somerville Fire Department has the permission of the Trustees to notify the alarm maintenance contractor at any time of an activation of the system, so that the two (2) hour response may be adhered to.

Section 6. Statement of Purposes: Restrictions on Use. The intended purposes for which Units and the common areas and facilities are to be used are as follows:

Units shall be used solely for residential purposes and uses accessory thereto as permitted from time to time by the Zoning Ordinance of the City of Somerville.

In addition to the foregoing, the Declarant, or any successor to its interest in the Condominium, may, until all of the Units have been conveyed by the Declarant or such successor(s), use any Unit not conveyed as a model for display for purposes of sale or leasing of Units in the Condominium.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall engage in, make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes nor occupied by more than two (2) unrelated persons;
- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws, the Declaration of Restrictions, and the rules and regulations in effect from time to time pursuant thereto, and for Affordable Units only, in addition to the aforesaid documents, no Affordable Unit shall be used or maintained in a manner inconsistent with the Affordable Housing Restriction.
- (d) No Unit shall be leased unless the lease is in writing and states that it is subject to the terms and provisions of the Master Deed, the Condominium Trust and the Declaration of Restrictions, and the rules and regulations in effect from time to time pursuant thereto. No Unit may be leased for a term of less than six months and shall contain a provision stating that the tenant will adhere to the provisions of the recorded condominium documents and rules/regulations promulgated thereto. In addition to the aforesaid documents, an Affordable Unit shall not be leased without prior written consent of the OSPCD Housing Division.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees 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 section except such as occur during his or her Unit ownership.

Section 7. Amendments. This Master Deed may be amended by an instrument in writing (a) signed and acknowledged by all of the Trustees of the Condominium Trust who certify under oath that one or more owners of Units entitled to sixty-seven percent (67%) majority of the undivided interest in the common areas and facilities of the Condominium have consented in writing thereto, (b) duly recorded with the Registry of Deeds and (c) prior written consent from the OSPCD Housing Division for proposed amendments affecting the Affordable Units; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first consented to 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 that alters the dimensions of any Unit shall be of any force or effect unless the owners of the Unit so altered have signed it;
- (c) No instrument of amendment which alters the appurtenant rights or 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 affected;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record or which enacts any right of first refusal applicable to first mortgagees

shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgages;

- (e) No portion of any 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, or with the provisions of any rules and regulations pursuant thereto, shall be of any force or effect (but all other portions thereof shall be of full force and effect);
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e., not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to its interest in the Condominium; and

Section 8. [intentionally omitted]

Section 9. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance.

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), and in all events subject to any greater requirements pursuant to Massachusetts General Laws Chapter 183A, the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

- (a) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless 100% of the first mortgage lenders holding mortgages on the individual Units in the Condominium and the OSPCD Housing Division with respect to the Affordable Units only, have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:
 - (i) by act or omission seek to abandon or terminate the Condominium;
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
 - (iii) partition or subdivide any Unit;
 - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided however, that the granting of easements for public utilities or for other lawful purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection; or
 - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

- (b) Any first mortgagee who obtains title to a Unit by foreclosure or through 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 subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee, except as provided in M.G.L. Chapter 183A, Section 6.
- (c) No provision of this Master Deed shall be construed to give any Unit Owner or any other party priority over the rights of the first mortgagee of any 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.
- (d) The Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.
- (e) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgage lender to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
 - (ii) accept a deed in foreclosure (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 set forth in the preceding subsections (i) and (ii);
 - (iv) for Affordable Units only, in accordance with the Affordable Housing Restriction.
- (f) As aforementioned, per §13.3.5, the SPGA or its designee have a right of first refusal or option to purchase for Affordable Units only for original sale or any subsequent resale
- (g) In addition to the provisions of subsection (a) of Section 9, unless two-thirds (2/3) of the Unit Owners and two-thirds (2/3) of the Eligible Mortgage Holders as defined below and the OSPCD Housing Division with respect to Affordable Units, have given their prior approval, no amendment to the Master Deed shall be adopted which would make any material change (i.e., other than amendments by way of clarification or correcting technical error) with respect to any of the following matters:
 - (i) voting rights;
 - (ii) assessments, assessment liens or subordination of assessment liens;
 - (iii) reserves for maintenance, repair and replacement of common areas;
 - (iv) responsibility for maintenance and repairs;
 - (v) reallocation of interest in the general or limited common areas, or rights to their use;
 - (vi) boundaries of any unit;

- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium premises;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer her or his Unit;
- (xii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- (xiv) any action to terminate the condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions that expressly benefit holders, insurers, or guarantors of Unit mortgages.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action that requires the approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within sixty (60) days of a written request from the Trustees provided by 1st class mail and certified mail, return receipt requested, for approval of any nonmaterial addition or amendment pursuant to this subsection (f) shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees referring to this Section, when recorded with the Registry of Deeds, shall be conclusive against all persons as to the facts set forth therein.

- (h) Nothing in this Master Deed or in the Condominium Trust shall be construed to impair the right of each Unit Owner to unrestricted ingress and egress to his or her Unit, which right shall be perpetual and shall run with the land as an appurtenant right to each Unit.
- (i) 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, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium.

The Declarant intends that the provisions of this Section 9 and all other provisions of this Master Deed comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and General Laws

Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control. This section 9 may be amended only with the prior written approval of all of the first mortgage lenders of the mortgaged units in the Condominium and all of the Owners of Units in the Condominium.

Section 10. Reserved Rights to Amend. Declarant reserves to itself and its successors and assigns the right and power, without the consent of any other Unit Owner, to amend this Master Deed, at any one time or from to time, for the purpose of (a) making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors, and (b) to conform it with the requirements of FNMA or FHLMC, as they apply to the Condominium. Any such amendment shall not change the dimensions of any Unit.

Each Unit Owner, by acceptance of the delivery of a deed to a Unit, shall thereby have consented to the provisions of this Section, including, without limitation, the right of the Declarant and its successors and assigns, to amend the Master Deed pursuant to this Section or Section 7, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner by acceptance of a deed to a Unit, constitutes and appoints the Declarant and its successors and assigns, attorneys-in-fact for each such Unit Owner, which durable power of attorney is coupled with an interest, shall be irrevocable and shall run with the land and shall be binding upon such Unit Owners, heirs, executors, successors, and assigns.

Section 11. The Unit Owners Organization. The organization through which the Unit Owners will manage and regulate the Condominium is the EASTSIDE PLACE 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 name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

60 Cross Street Investment, LLC
c/o Young H. Lee, Manager
72 Mt. Auburn Street
Watertown, MA 02472

Section 12. 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 as it may hereafter be amended 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. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 13. Condemnation. From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their

original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 14. 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.

Section 15. Waiver. The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 16. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

EXECUTED UNDER SEAL on this 27th day of April 2022.

60 Cross Street Investment, LLC

By

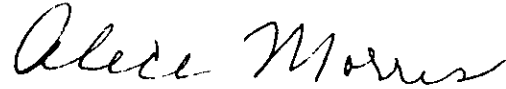


Young H. Lee, its Manager

THE COMMONWEALTH OF MASSACHUSETTS

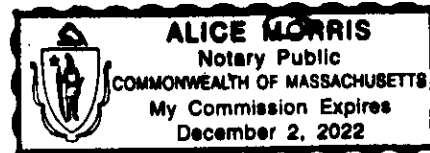
MIDDLESEX, ss.

On this the 27th day of April 2022, before me, the undersigned notary public, personally appeared Young H. Lee, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 60 Cross Street Investment, LLC.



Notary Public: Alice Morris

My Commission Expires: 12-02-2022



SCHEDULE A - LEGAL DESCRIPTION

EASTSIDE PLACE CONDOMINIUM

A certain parcel of land located at the southwest intersection of Mystic Avenue and McGrath Highway in the City of Somerville, in the County of Middlesex and the Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point on the westerly sideline of Mystic Avenue and the easterly sideline center of a private way known as Cross Street East, now discontinued; thence

S 36°59'51" W a distance of three hundred four and sixty-five hundredths' feet (304.65') to a point, by the former centerline of Cross Street; thence

N 53°00'09" W a distance of twenty and no hundredths feet (20.00') to a point, by the west sideline of the discontinued portion of Cross Street East; thence

S 36°59'51" W a distance of thirty-nine and forty-three hundredths' feet (39.43') to a point, by the northerly sideline of Cross Street East; thence

N 53°00'09" W a distance of one hundred ninety and twenty-one hundredths' feet (190.21') to a point, by land now or formerly Pierre Tresfort and now or formerly Blakely Realty Trust; thence

N 36°58'11" E a distance of seventeen and thirteen hundredths' feet (17.13') to a point; thence

Southeasterly and curving to the left along the arc of a curve having a radius of seventy and no hundredths feet (70.00') a length of eighty and eighty-three hundredths feet (80.83') to a point; thence

N 37°13'09" E a distance of two hundred fifty-eight and thirty-eight hundredths' feet (258.38') to a point; thence

Southeasterly and curving to the right along the arc of a curve having a radius of forty-four and no hundredths feet (44.00') a length of fifty-four and sixty two hundredths feet (54.62') to a point, the last (4) courses by Lot B shown on said plan referenced below; thence

S 38°00'00" E a distance of one hundred forty-two and eighteen hundredths' feet (142.18') to the point of beginning, by the westerly sideline of Mystic Avenue.

The above-described parcel contains 61,738 square feet in the City Somerville, MA., shown as Lot A on a plan entitled "Plan of Land in Somerville Massachusetts, prepared for: Criterion Development Company, LLC, prepared by VHB, dated February 25, 2016, scale 1"=40'.

For title, reference is made to a deed to 60 Cross Street Investment, LLC, dated June 22, 2016, recorded with the Middlesex South District Registry of Deeds on March 24, 2016, in Book 67497 at Page 304.

Said parcel is subject to the following instruments:

1. Special Permit (PB 2013-05) dated December 11, 2014, and recorded on June 24, 2016 in Book 67497 at Page 124;
2. Easement Agreement recorded with the Middlesex South District Registry of Deeds in Book 67497 at Page 110 on June 24, 2016, containing an easement Plan of Land attached thereto as Exhibit C, showing a common roadway and pedestrian easement on said Plan.

EASTSIDE PLACE CONDOMINIUM

SCHEDULE B

PERCENTAGE INTEREST IN THE COMMON AREAS

	<u>Unit #</u>	<u>Street Address</u>	<u>% Interest</u>
1.	101	60 Cross Street East, Somerville, MA	1.15
2.	102	60 Cross Street East, Somerville, MA	1.95
3.	103	60 Cross Street East, Somerville, MA	1.29
4.	104	60 Cross Street East, Somerville, MA	0.42
5.	105	60 Cross Street East, Somerville, MA	1.28
6.	106	60 Cross Street East, Somerville, MA	1.27
7.	107	60 Cross Street East, Somerville, MA	1.27
8.	108	60 Cross Street East, Somerville, MA	0.37
9.	109	60 Cross Street East, Somerville, MA	1.27
10.	110	60 Cross Street East, Somerville, MA	1.32
11.	201	60 Cross Street East, Somerville, MA	1.28
12.	202	60 Cross Street East, Somerville, MA	2.47
13.	203	60 Cross Street East, Somerville, MA	0.98
14.	204	60 Cross Street East, Somerville, MA	1.09
15.	205	60 Cross Street East, Somerville, MA	0.53
16.	206	60 Cross Street East, Somerville, MA	1.30
17.	207	60 Cross Street East, Somerville, MA	2.24
18.	208	60 Cross Street East, Somerville, MA	1.34
19.	209	60 Cross Street East, Somerville, MA	1.38
20.	210	60 Cross Street East, Somerville, MA	0.32
21.	211	60 Cross Street East, Somerville, MA	1.91
22.	212	60 Cross Street East, Somerville, MA	1.03
23.	213	60 Cross Street East, Somerville, MA	1.34
24.	214	60 Cross Street East, Somerville, MA	1.14
25.	215	60 Cross Street East, Somerville, MA	0.92
26.	216	60 Cross Street East, Somerville, MA	1.76
27.	217	60 Cross Street East, Somerville, MA	0.86
28.	219	60 Cross Street East, Somerville, MA	1.17
29.	220	60 Cross Street East, Somerville, MA	1.77
30.	221	60 Cross Street East, Somerville, MA	1.22
31.	222	60 Cross Street East, Somerville, MA	1.88
32.	223	60 Cross Street East, Somerville, MA	2.34
33.	224	60 Cross Street East, Somerville, MA	1.77
34.	225	60 Cross Street East, Somerville, MA	0.45
35.	226	60 Cross Street East, Somerville, MA	1.17
36.	227	60 Cross Street East, Somerville, MA	1.15
37.	228	60 Cross Street East, Somerville, MA	1.78
38.	229	60 Cross Street East, Somerville, MA	0.30
39.	230	60 Cross Street East, Somerville, MA	1.05
40.	231	60 Cross Street East, Somerville, MA	1.74

41.	232	60 Cross Street East, Somerville, MA	1.28
42.	233	60 Cross Street East, Somerville, MA	1.22
43.	301	60 Cross Street East, Somerville, MA	1.34
44.	302	60 Cross Street East, Somerville, MA	2.30
45.	301	60 Cross Street East, Somerville, MA	0.43
46.	304	60 Cross Street East, Somerville, MA	1.13
47.	305	60 Cross Street East, Somerville, MA	1.80
48.	306	60 Cross Street East, Somerville, MA	1.30
49.	307	60 Cross Street East, Somerville, MA	2.30
50.	308	60 Cross Street East, Somerville, MA	1.40
51.	309	60 Cross Street East, Somerville, MA	1.38
52.	310	60 Cross Street East, Somerville, MA	1.40
53.	311	60 Cross Street East, Somerville, MA	1.91
54.	312	60 Cross Street East, Somerville, MA	1.07
55.	313	60 Cross Street East, Somerville, MA	1.34
56.	314	60 Cross Street East, Somerville, MA	1.13
57.	315	60 Cross Street East, Somerville, MA	0.96
58.	316	60 Cross Street East, Somerville, MA	1.76
59.	317	60 Cross Street East, Somerville, MA	0.90
60.	318	60 Cross Street East, Somerville, MA	2.10
61.	319	60 Cross Street East, Somerville, MA	1.34
62.	320	60 Cross Street East, Somerville, MA	1.86
63.	321	60 Cross Street East, Somerville, MA	0.45
64.	322	60 Cross Street East, Somerville, MA	1.99
65.	323	60 Cross Street East, Somerville, MA	2.30
66.	324	60 Cross Street East, Somerville, MA	1.61
67.	325	60 Cross Street East, Somerville, MA	1.34
68.	326	60 Cross Street East, Somerville, MA	0.99
69.	327	60 Cross Street East, Somerville, MA	1.03
70.	328	60 Cross Street East, Somerville, MA	1.95
71.	329	60 Cross Street East, Somerville, MA	2.85
72.	330	60 Cross Street East, Somerville, MA	0.96
73.	331	60 Cross Street East, Somerville, MA	2.04
74.	332	60 Cross Street East, Somerville, MA	1.16
75.	333	60 Cross Street East, Somerville, MA	<u>0.32</u>

100%