



# CITY OF CAMBRIDGE

## BOARD OF ZONING APPEAL

831 Massachusetts Avenue, Cambridge MA 02139

617-349-6100

### BZA Application Form

BZA Number: 214163

#### General Information

The undersigned hereby petitions the Board of Zoning Appeal for the following:

Special Permit: X

Variance: \_\_\_\_\_

Appeal: \_\_\_\_\_

**PETITIONER:** Goldie Eder (on behalf of co-owners Phil Brown and Ronnie Littenberg) C/O Goldie Eder

**PETITIONER'S ADDRESS:** 2 Goodman Road, Cambridge, MA 02139

**LOCATION OF PROPERTY:** 2-4 GOODMAN RD., Unit 1, Cambridge, MA

**TYPE OF OCCUPANCY:** 2 Family

**ZONING DISTRICT:** Mid Cambridge

#### **REASON FOR PETITION:**

/Renovation of Front Steps to house/

#### **DESCRIPTION OF PETITIONER'S PROPOSAL:**

Extension of existing footprint of stairs in length by 2 feet. The width of the stairs is not changing. The new stairs will create more setback from the street (Goodman Road).

#### **SECTIONS OF ZONING ORDINANCE CITED:**

Article: 5.000      Section: 5.31 (Table of Dimensional Requirements).  
Article: 8.000      Section: 8.22.2.d (Non-Conforming Structure).  
Article: 10.000      Section: 10.40 (Special Permit).

Original  
Signature(s):

Goldie Eder

(Petitioner (s) / Owner)

GOLDIE EDER

(Print Name)

Address:

Tel. No.

E-Mail Address:

617-852-8216

goldieeder@me.com

Date: \_\_\_\_\_

**BZA APPLICATION FORM - OWNERSHIP INFORMATION**

**To be completed by OWNER, signed before a notary and returned to The Secretary of the Board of Zoning Appeals.**

I/We GOLDIE EDER \_\_\_\_\_  
(OWNER)

Address: 2 GOODMAN RD. \_\_\_\_\_

State that I/We own the property located at 2-4 GOODMAN RD.,  
which is the subject of this zoning application.

The record title of this property is in the name of GOLDIE EDER \_\_\_\_\_

\*Pursuant to a deed of duly recorded in the date 5/20/92, Middlesex South  
County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_; or  
Middlesex Registry District of Land Court, Certificate No. \_\_\_\_\_  
Book 13986 Page 435.

GOLDIE EDER  
SIGNATURE BY LAND OWNER OR  
AUTHORIZED TRUSTEE, OFFICER OR AGENT\*

*\*Written evidence of Agent's standing to represent petitioner may be requested.*

Commonwealth of Massachusetts, County of MIDDLESEX

The above-name GOLDIE EDER personally appeared before me,  
this 1<sup>st</sup> of MARCH, 2023, and made oath that the above statement is true.

GIAN LUCA RAMACCIOTTI Notary  
GIAN LUCA RAMACCIOTTI

My commission expires 10/05/2029 (Notary Seal).



- If ownership is not shown in recorded deed, e.g. if by court order, recent deed, or inheritance, please include documentation.

5.2

2-4 GOODMAN ROAD CONDOMINIUMUNIT DEED

Grantor: Philip M. Brown, Ronnie A. Littenberg,  
Virginia K. Donovan and Jean A. Segaloff,  
both of Cambridge, Massachusetts

Grantee: Ronnie A. Littenberg and Philip M. Brown,  
husband and wife, as tenants by the entirety,  
of 2-4 Goodman Road, Cambridge, MA 02139

Designated Unit: Unit 2

Unit Address: 2-4 Goodman Road, Cambridge, MA 02139

Unit Percentage: 60%

Consideration Paid: \$1.00

The Grantor in consideration of the aforesaid Consideration Paid, hereby grants with Quitclaim Covenants to the Grantee the Designated Unit in the 2-4 Goodman Road Condominium in Cambridge, Middlesex County, Massachusetts, created by Master Deed dated May 18, 1992, and recorded with the Middlesex South District Registry of Deeds herewith. The Unit Address is set forth above, and the Unit is conveyed together with the Unit Percentage appertaining to the Unit in the common areas and facilities of said Condominium and together with the exclusive rights and easements appurtenant to the Unit as set forth above and in said Master Deed. Attached hereto is a copy of a portion of the plans attached to said Master Deed, bearing the verified statement of a registered architect certifying that they show the designation of the Unit hereby conveyed and of immediately adjoining units, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimension, approximate area, main entrance and immediate common areas to which it has access, as built.

Said Unit is intended to be used solely for residential purposes as set forth in Section 7 of said Master Deed, and is subject to all of the restrictions set forth in Section 7 of said Master Deed, all of which Section 7 is incorporated herein by referenced as it set forth in its entirety.

Said premises are hereby conveyed subject to and with the benefit of

- (a) the provisions of Massachusetts General Laws, Chapter 183A;

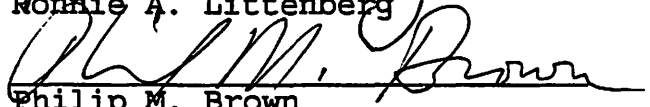
MSD 05/20/92 02:06:05 770 26.00  
2-4 Goodman Road, Cambridge, MA

- (b) the terms and provisions of said Master Deed, the Declaration of Trust of the 2-4 Goodman Road Condominium Trust, dated May 18, 1992, recorded with the Middlesex South District Registry of Deeds herewith, the By-laws set forth in said Declaration of Trust and any Rules and Regulations promulgated thereunder, and the obligations thereunder to pay the proportionate share attributable to said Unit of the common expenses duly established;
- (c) such taxes attributable to said Unit for the current fiscal year as are not now due and payable, all of which the Grantee(s), by acceptance hereof, agree(s) to comply with, perform, assume and pay; and
- (d) all rights, reservations, easements, including, without limitation, utility easements, restrictions, and other matters of record contained or referenced in said Master Deed.

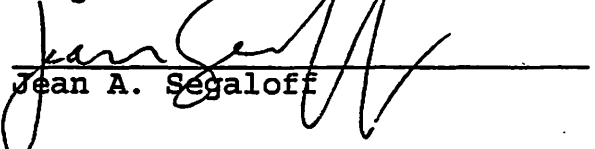
For Grantor's title see deed dated June 11, 1980, recorded with Middlesex South District Registry of Deeds in Book 13986, Page 435.

WITNESS the execution hereof under seal this <sup>20<sup>th</sup></sup> day of May, 1992.

  
 \_\_\_\_\_  
 Ronnie A. Littenberg

  
 \_\_\_\_\_  
 Philip M. Brown

  
 \_\_\_\_\_  
 Virginia K. Donoyan

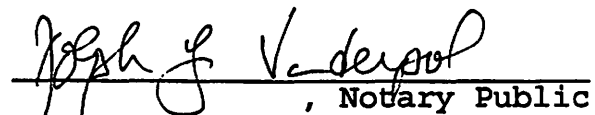
  
 \_\_\_\_\_  
 Jean A. Segaloff

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

May <sup>20<sup>th</sup></sup>, 1992

Then personally appeared the above-named Philip M. Brown and Virginia K. Donoyan and acknowledged the foregoing instrument to be their act and deed, before me.

  
 \_\_\_\_\_  
 , Notary Public

My Commission Expires:



2-4 GOODMAN ROAD CONDOMINIUMUNIT DEED

Grantor: Virginia K. Donovan and Jean A. Segaloff,  
both of Cambridge, Massachusetts

Grantee: Gay Eder of 2-4 Goodman Road, Cambridge, MA  
02139

Designated Unit: Unit 1

Unit Address: 2-4 Goodman Road, Cambridge, MA 02139

Unit Percentage: 40%

Consideration Paid: \$205,000.00 \* BOOK Inst 766 p, Page 5/20/92

The Grantor in consideration of the aforesaid Consideration Paid, hereby grants with Quitclaim Covenants to the Grantee the Designated Unit in the 2-4 Goodman Road Condominium in Cambridge, Middlesex County, Massachusetts, created by Master Deed dated May 18, 1992, and recorded with the Middlesex South District Registry of Deeds ~~herewith~~. The Unit Address is set forth above, and the Unit is conveyed together with the Unit Percentage appertaining to the Unit in the common areas and facilities of said Condominium and together with the exclusive rights and easements appurtenant to the Unit as set forth above and in said Master Deed. Attached ~~hereto~~ is a copy of a portion of the plans ~~attached to said Master Deed~~, bearing the verified statement of a registered architect certifying that they show the designation of the Unit hereby conveyed and of immediately adjoining units, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimension, approximate area, main entrance and immediate common areas to which it has access, as built.

Said Unit is intended to be used solely for residential purposes as set forth in Section 7 of said Master Deed, and is subject to all of the restrictions set forth in Section 7 of said Master Deed, all of which Section 7 is incorporated herein by referenced as it set forth in its entirety.

Said premises are hereby conveyed subject to and with the benefit of

- (a) the provisions of Massachusetts General Laws, Chapter 183A;

TAX 934.80  
CASH 934.80  
8007A015 11:47  
EXCISE TAX

DEEDS REG 15  
MIDDLE SOUTH  
05/27/92

CANCELLED

25.00

452

MSD 05/27/92 11:45:27

934.80 \*\*\*

MASS. EXCISE TAX:

\*\*\*

Prop: 2-4 Goodman Rd, Unit 1, Cambridge

- (b) the terms and provisions of said Master Deed, the Declaration of Trust of the 2-4 Goodman Road Condominium Trust, dated May 18, 1992, recorded with the Middlesex South District Registry of Deeds with said <sup>MASTER</sup> ~~herewith~~, the By-laws set forth in said Declaration of Trust and any Rules and Regulations promulgated thereunder, and the obligations thereunder to pay the proportionate share attributable to said Unit of the common expenses duly established;
- (c) such taxes attributable to said Unit for the current fiscal year as are not now due and payable, all of which the Grantee(s), by acceptance hereof, agree(s) to comply with, perform, assume and pay; and
- (d) all rights, reservations, easements, including, without limitation, utility easements, restrictions, and other matters of record contained or referenced in said Master Deed.

For Grantor's title see deed dated June 11, 1980, recorded with Middlesex South District Registry of Deeds in Book 13986, Page 435 and see Unit Deed dated May 19, 1992 recorded with said deeds <sup>on</sup> ~~and~~ May 19, 1992 as instrument number 768, Book \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS the execution hereof under seal this 19<sup>th</sup> day of May, 1992.

Virginia K. Donovan  
Virginia K. Donovan  
Jean A. Segaloff  
Jean A. Segaloff

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

May 19, 1992

Then personally appeared the above-named Virginia K. Donovan and acknowledged the foregoing instrument to be her act and deed, before me.

Dolph J. Vanderpol  
Dolph J. Vanderpol, Notary Public  
My Commission Expires:

DJV.co]un\*

DOLPH J. VANDERPOL, Notary Public  
My Commission Expires September 11, 1992

## **SUPPORTING STATEMENT FOR A SPECIAL PERMIT**

Please describe in complete detail how you meet each of the following criteria referring to the property and proposed changes or uses which are requested in your application. Attach sheets with additional information for special permits which have additional criteria, e.g., fast food permits, comprehensive permits, etc., which must be met.

Granting the Special Permit requested for 2-4 Goodman Rd, Unit 1, Cambridge, MA (location) would not be a detriment to the public interest because:

- A) Requirements of the Ordinance can or will be met for the following reasons  
The scope of this project is limited to the renovation of the front steps which are now Uneven due to aging since their original installation in 1929. The "footprint" of the Steps will remain the same except that it will extend two feet toward the Chatham St Side of the property, or parallel to the Goodman Road side. This will enable the Owners to have accessibility on the steps as they (we ) age. The property is now out Of compliance due to the foundation being 8.5 feet set back from Goodman Road. The Proposed wooden stairs will actually create 1 foot 3 inches additional setback from Goodman Road.
- B) Traffic generated or patterns of access or egress would not cause congestion hazard, Or substantial change in neighborhood character for the following reasons:  
There will be no change to traffic generated or patterns of access to or from the Building as the steps are only for the use of the owners, their guests, or deliveries.
- C) The continued operation of or the development of adjacent uses as permitted in the Zoning Ordinance would not be adversely affected by the nature of the proposed Use for the following reasons:  
The use of the steps is contained as described above in (B) and thus has no impact on Adjacent uses.
- D) Nuisance or hazard would not be created to the detriment of the health, safety, And/or welfare of the occupant of the proposed use or the citizens of the City for the following reasons:  
The opposite of hazard will be created by the front stairs renovation. I.e., the steps at the proposed 6 inch height of each step will be more easily accessible to the owners, resulting in increased safety.
- E) For other reasons, the proposed use would not impair the integrity of the district or adjoining district or otherwise derogate from the intent or purpose of the ordinance for the following reasons:  
The materials to be used will conform with requirements set forth by the Cambridge Historical Commission. The Commission has approved the project as submitted by the contractors. The renovation will make the aesthetic appearance of the stairs more appealing and the safety of access for the residents improved.

# BZA Application Form

## DIMENSIONAL INFORMATION

**Applicant:** Goldie Eder (on behalf of co-owners Phil Brown and Ronnie Littenberg)

**Location:** 2-4 GOODMAN RD., Unit 1, Cambridge, MA

**Phone:** 617-852-8216

**Present Use/Occupancy:** 2 Family

**Zone:** Mid Cambridge

**Requested Use/Occupancy:** 2 Family

		<u>Existing Conditions</u>	<u>Requested Conditions</u>	<u>Ordinance Requirements</u>	
<u>TOTAL GROSS FLOOR AREA:</u>		1210 square feet	no change	within ordinance requirements	(max.)
<u>LOT AREA:</u>		3658 sq feet	no change (3658 sq feet)	within ordinance requirements ( under 5000 sq feet)	(min.)
<u>RATIO OF GROSS FLOOR AREA TO LOT AREA: 2</u>		33%	33%	within ordinance requirements	
<u>LOT AREA OF EACH DWELLING UNIT</u>		1210 sq feet	1210 sq feet	within ordinance requirement	
<u>SIZE OF LOT:</u>	WIDTH	56.4 feet (Goodman Road side of lot)	no change 56.4 feet	within ordinance requirements	
	DEPTH	65.1 feet (Chatham St side of lot)	no change 65.1 feet	within ordinance requirements	
<u>SETBACKS IN FEET:</u>	FRONT	8.5 feet	no change 8.5 feet	10 feet (house was built prior to ordinance requirement)	
	REAR	house = 56.1 feet stairs = 5.8 feet	no change stairs = 5.8 feet	within ordinance requirements	
	LEFT SIDE	house = 65.1 feet; stairs = 4 feet	no change 65.1 feet= house ; stairs= 6 feet	within ordinance requirements	
	RIGHT SIDE	65.1 feet = house stairs = 4 feet	same for house stairs = 6 feet	within ordinance requirements	
<u>SIZE OF BUILDING:</u>	HEIGHT	3 stories , approximately 276 feet	no change	within ordinance requirements	
	WIDTH	38 feet = house	no change	within ordinance requirements	
	LENGTH	45 feet = house	no change	within ordinance requirements	
<u>RATIO OF USABLE OPEN SPACE TO LOT AREA:</u>		18.6	no change 18.6	within ordinance requirements	
<u>NO. OF DWELLING UNITS:</u>		2	2	within ordinance requirements	
<u>NO. OF PARKING SPACES:</u>		2	2	within ordinance requirements	
<u>NO. OF LOADING AREAS:</u>		0	0	within ordinance requirements	
<u>DISTANCE TO NEAREST BLDG. ON SAME LOT</u>		house to freestanding garage approximately 4 feet	no change	within ordinance requirements	

Search or jump to

NOTIFICATIONS

SIGN IN

HELP

Select Language

ARTICLE 5.000 - DEVELOPMENT STANDARDS

SHOW CHANGES Q MORE

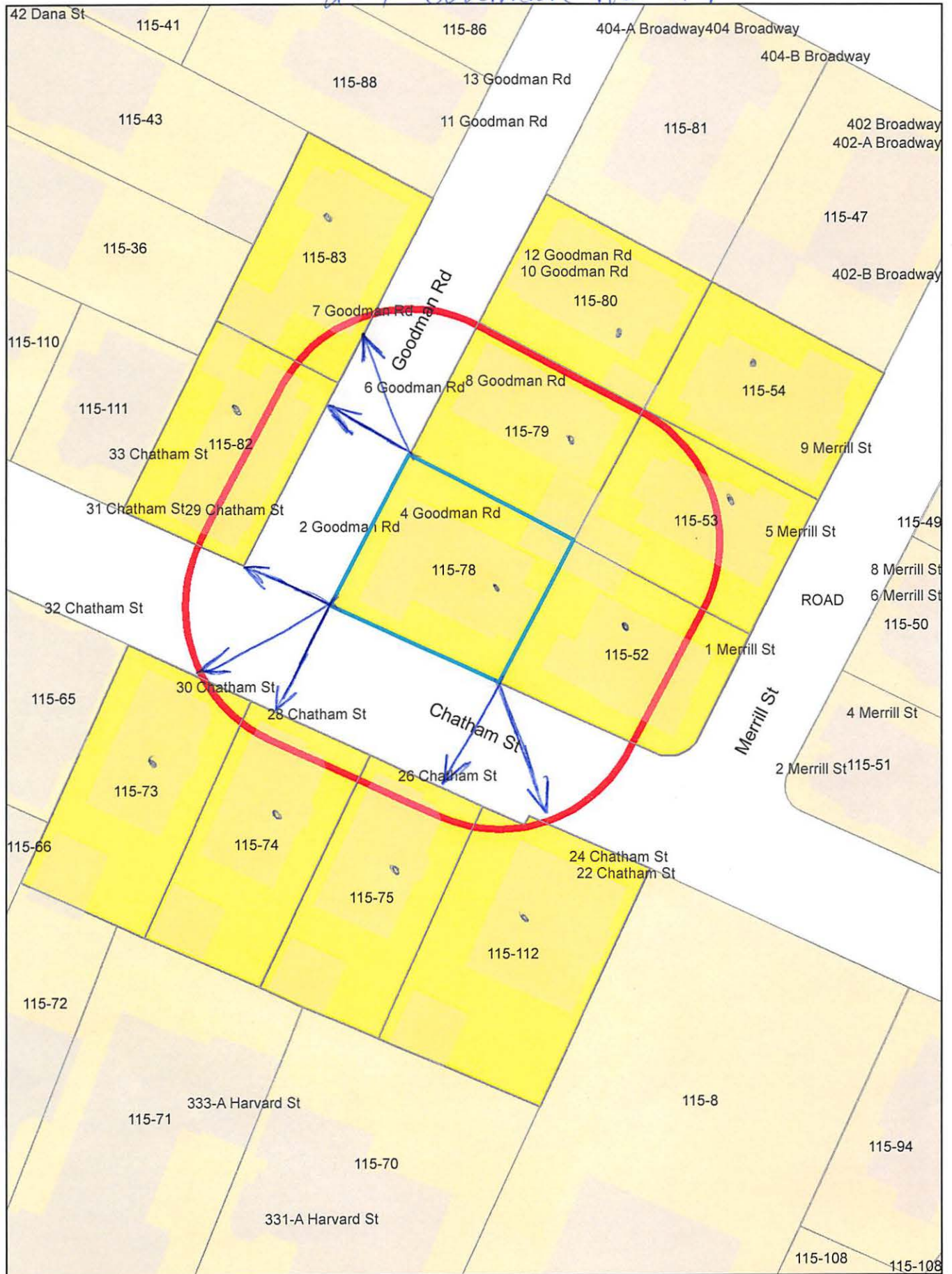
District	(1) Max. Ratio of Floor Area to Lot Area	(2) Minimum Lot Size in Sq. Ft.	(3) Min. Lot Area for Each D.U. in Sq. Ft.	(4) Minimum Lot Width in Feet	(5) Minimum Yard in Feet			(6) Maximum Height in Feet	(7) Min. Ratio of Private Op. Sp. to Lot Area
					Front	Side	Rear		
Res. A-1	0.5	8,000	6,000	80	25	15 (sum of 35)	25 (c)	35	50%
Res. A-2	0.5	6,000	4,500	65	20	10 (sum of 25)	25 (c)	35	50%
Res. B	0.5 (i)	5,000	2,500 (i)	50	15	7'6" (sum of 20)	25 (c)	35	40%
Res. C (i)	0.6	5,000	1,800	50	H+L (a) 4	H+L 5 (min. 7'6" sum of 20)	H+L (c) 4	35	36%
Res. C-1	0.75	5,000	1,500	50	H+L (a) 4	H+L (n) 5	H+L (c) 4	35	30%
Res. C-1A	1.25	5,000	1,000	50	10	H+L (l) 7	H+L (l) 5	45	15%
Res. C-2	1.75	5,000	600	50	H+L (a) 4	H+L 5	H+L (c) 4	85	15%
				50	H+L	H+L (k)	H+L	45	15%

inance?modeld=ZONING\_ORDINANCE\_ART6.000OFSTPALORENICULACOTHTR

MacBook Air



2-4 Goodman Rd. #1



2-4 Goodman Rd. #1

Petitioner

115-52  
DORNE VIRGINIA L  
1 MERRILL ST UNIT #3  
CAMBRIDGE, MA 02139

115-75  
HE, PING & YUNYAN CHENG  
26 CHATHAM ST., #3  
CAMBRIDGE, MA 02139

115-78  
GOLDIE EDER  
2-4 GOODMAN RD #1  
CAMBRIDGE, MA 02139

115-73  
HOFSTADER, CHRISTIAN D. AND  
SUSAN E. HOFSTADER  
3019 8TH STREET NORTH  
ST. PETERSBURG, FL 33704-2010

115-75  
LINDAMOOD, JOHN R & ERICA B. LINDAMOOD  
TR. OF JOHN & ERICA LINDAMOOD LIVING TR.  
26 CHATHAM ST. UNIT#1  
CAMBRIDGE, MA 02139

115-75  
CHEN, JIE  
26 CHATHAM ST UNIT 2  
CAMBRIDGE, MA 02139

115-78  
LITTENBERG, RONNIE A. PHILIP M. BROWN  
2-4 GOODMAN RD., #2  
CAMBRIDGE, MA 02139

115-80  
TURKO-BODROCK, JARYNA,  
TRUSTEE PHILLIP BODROCK, TRUSTEE  
10 GOODMAN RD  
CAMBRIDGE, MA 02139

115-82  
FERNANDES, MARIA E.  
31 CHATHAM ST  
CAMBRIDGE, MA 02139-1630

115-52  
WOLFE, GAVRIEL B. & VICTORIA STEINBERG  
1 MERRILL ST. UNIT#2  
CAMBRIDGE, MA 02139

115-54  
BERGER, ALAN,  
TRUSTEE OF ALAN BERGER FAMILY TRUST,  
9 MERRILL ST  
CAMBRIDGE, MA 02139-1610

115-73  
HARRIS, JOSEPH D. & VIVIAN ROBSON  
30 CHATHAM ST. UNIT#3  
CAMBRIDGE, MA 02139

115-53  
BRANSFORD, ROBERT M,  
TR. SEVEN MERRILL STREET REALTY TRUST  
4131 WORSCH WAY  
SAN DIEGO, CA 92130

115-112  
WILSON, JENNIFER L.  
22 CHATHAM ST., #24/L  
CAMBRIDGE, MA 02139

115-112  
PALUSKA, JUSTIN MAZZOLA &  
TRISHA MONTALBO  
22 CHATHAM ST., #22/2  
CAMBRIDGE, MA 02139

115-112  
MONTALBO, TRISHA JUSTIN MAZZOLA PALUSKA  
22 CHATHAM ST 22/2  
CAMBRIDGE, MA 02139

115-74  
DAWOOD, OLIVIA & SHUJA DAWOOD  
28 CHATHAM ST., #1  
CAMBRIDGE, MA 02139

115-74  
TAI, MARTHA & ZHANBIN JIANG  
28 CHATHAM ST. UNIT#2  
CAMBRIDGE, MA 02139

115-74  
DOERRER, LINDA & ALEXANDRA GALPERIN  
28 CHATHAM ST., #3  
CAMBRIDGE, MA 02139

115-73  
MARSH, KATHARINE, D., TRS  
30 CHATHAM ST UNIT 1  
CAMBRIDGE, MA 02139

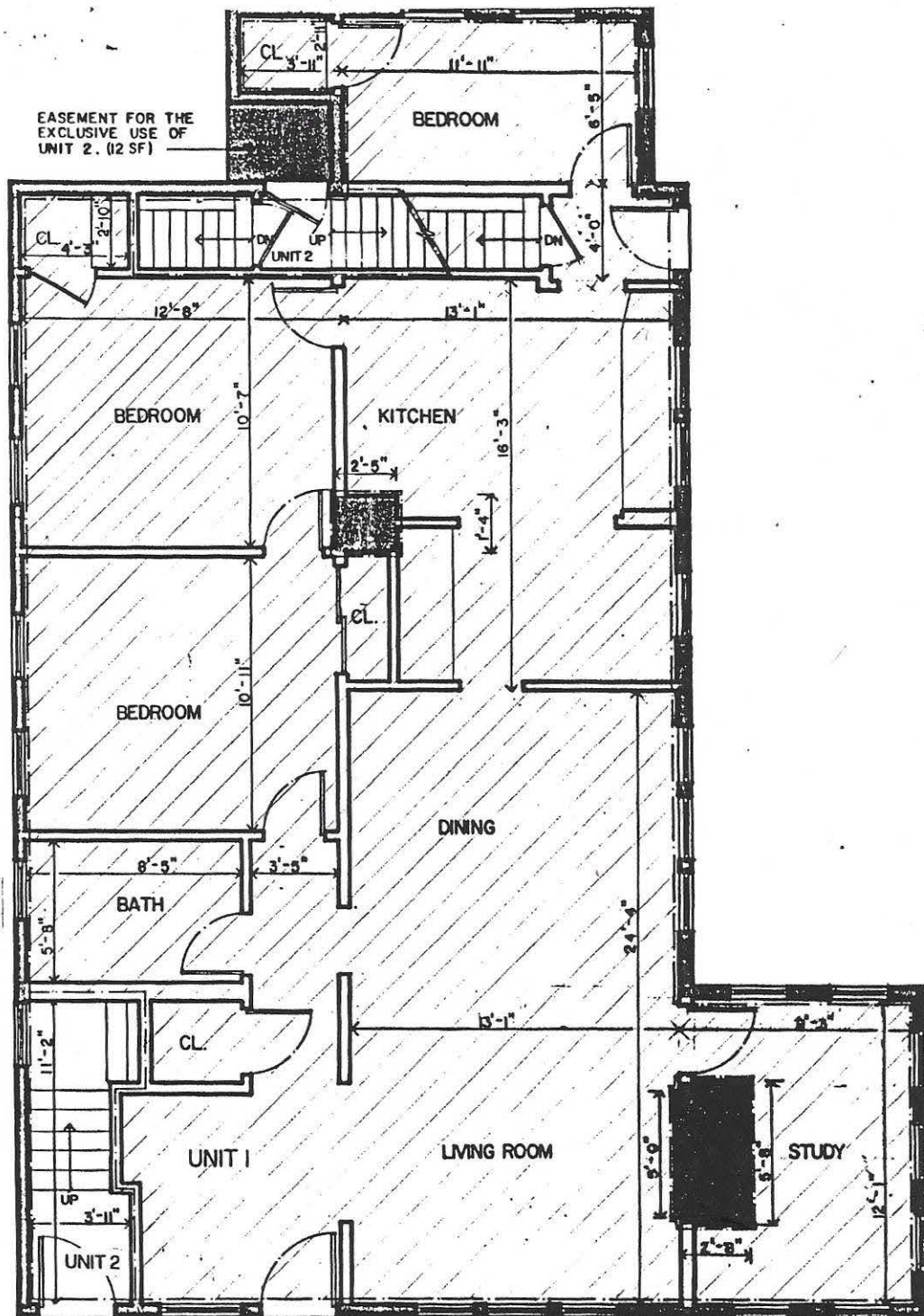
115-83  
QUAN PETER  
TRS THE BO YING QUAN 2020 IRREVOCABLE TR  
9 GOODMAN RD  
CAMBRIDGE, MA 02139

115-79  
GERSTEN, BENJAMIN A.. & EMMA I. GERSTEN  
8 GOODMAN RD  
CAMBRIDGE, MA 02139

115-52  
WOLFE GAVRIEL B STEINBERG VICTORIA  
1 MERRILL ST - UNIT 2  
CAMBRIDGE, MA 02139

115-112  
WILSON JENNIFER  
24 CHATHAM ST - UNIT 24-R  
CAMBRIDGE, MA 02139





## FIRST FLOOR PLAN

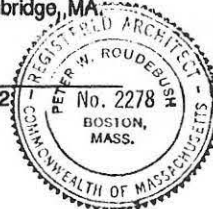
Note: Areas calculated to unit side face of exterior walls and centerline of party or common walls.

I certify that this plan shows the unit designation of UNIT 2 and of immediately adjoining units, and that this plan fully and accurately depicts the layout of the unit, and its location, dimensions, approximate area, main entrance, and immediate common area to which it has access, as built at the

2-4 GOODMAN ROAD CONDOMINIUM  
2-4 Goodman Road, Cambridge, MA

*Peter Roudebush*

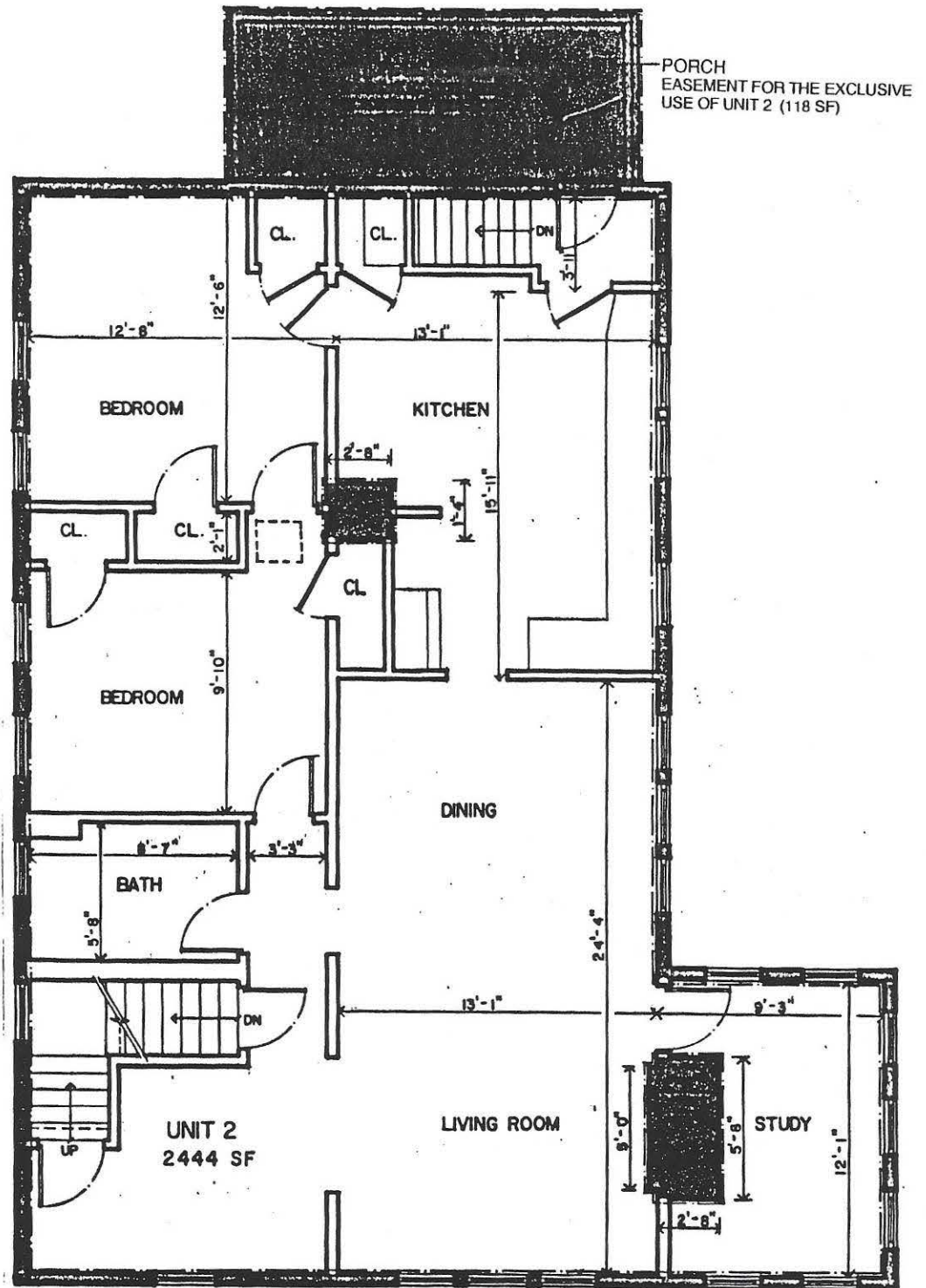
Peter Roudebush, Architect (MA Registration No. 2278) May 1992



COMMON AREA  
▲ UNIT MAIN ENTRANCE  
— UNIT BOUNDARY







## SECOND FLOOR PLAN

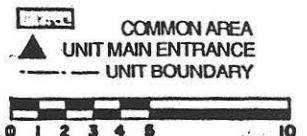
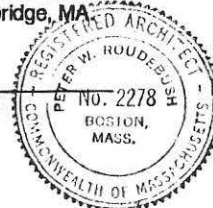
Note: Areas calculated to unit side face of exterior walls and centerline of party or common walls.

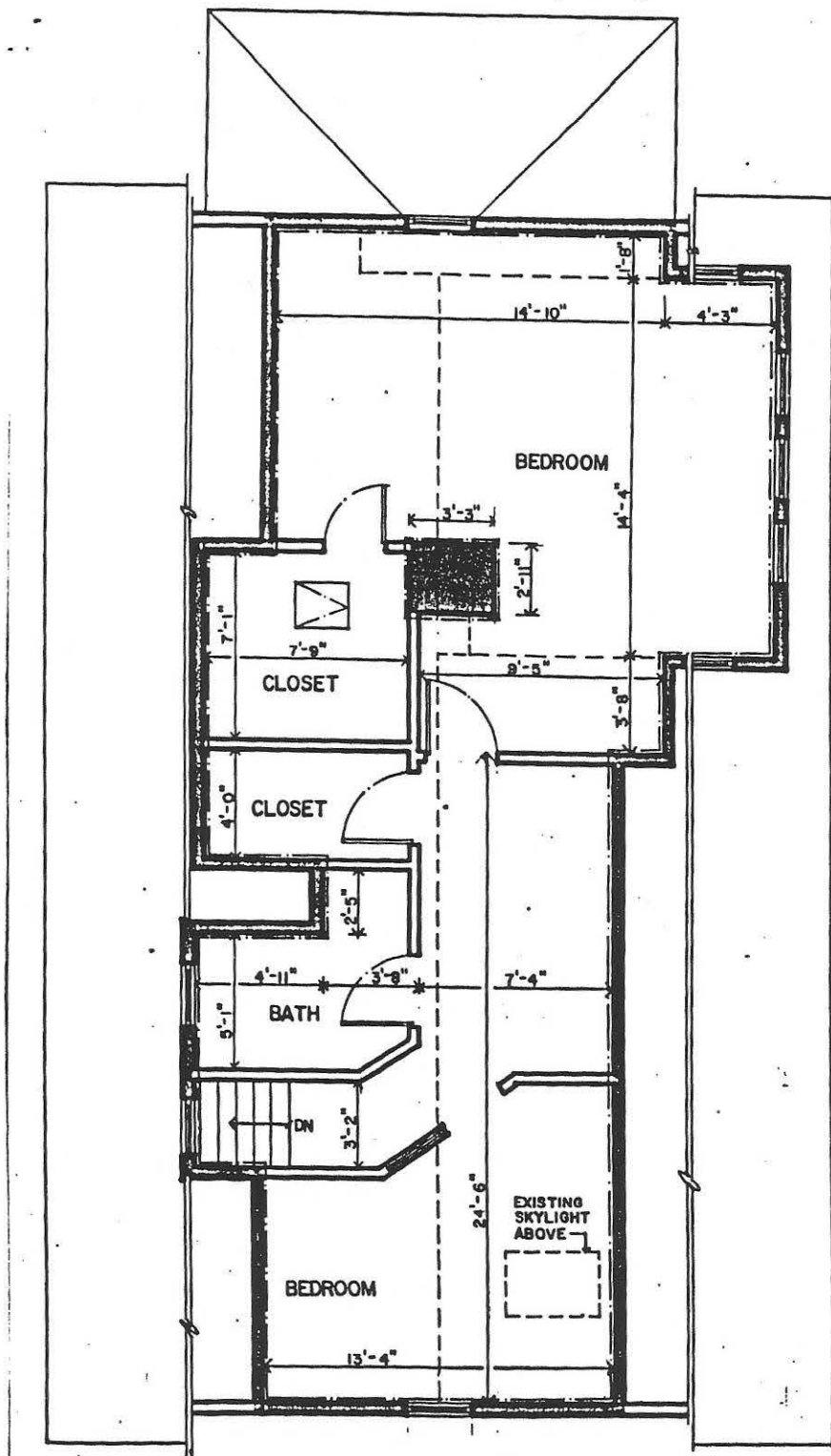
I certify that this plan shows the unit designation of UNIT 2 and of immediately adjoining units, and that this plan fully and accurately depicts the layout of the unit, and its location, dimensions, approximate area, main entrance, and immediate common area to which it has access, as built at the

2-4 GOODMAN ROAD CONDOMINIUM  
2-4 Goodman Road, Cambridge, MA

*Peter Roudebush*

Peter Roudebush, Architect (MA Registration No. 2278) May 1992





### THIRD FLOOR PLAN

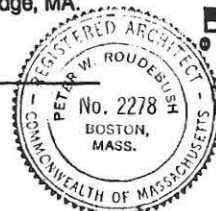
Note: Areas calculated to unit side face of exterior walls and centerline of party or common walls.

I certify that this plan shows the unit designation of UNIT 2 and of immediately adjoining units, and that this plan fully and accurately depicts the layout of the unit, and its location, dimensions, approximate area, main entrance, and immediate common area to which it has access, as built at the

2-4 GOODMAN ROAD CONDOMINIUM  
2-4 Goodman Road, Cambridge, MA.

*Peter Roudebush*

Peter Roudebush, Architect (MA Registration No. 2278) May 1992



## MASTER DEED

OF

## 2-4 GOODMAN ROAD CONDOMINIUM

We, Ronnie A. Littenberg, Philip M. Brown, Virginia K. Donovan and Jean A. Segaloff (hereinafter called the "Grantor"), of Cambridge, Massachusetts, being all of the owners of the land, together with the buildings thereon, located at 2-4 Goodman Road, Cambridge, Massachusetts, and being more particularly described in Sections (2) and (3) below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter called the "Premises"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, ("Chapter 183A") and do hereby propose to create, and do hereby create, with respect to the Premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end, Grantor declares and provides the following:

(1) Name. The name of the Condominium shall be 2-4 Goodman Road Condominium.

(2) Description of Land. The premises which constitute the Condominium herein established comprise the land (the "Land") with the buildings thereon situated in Cambridge, being now numbered 2-4 Goodman Road and being shown as Lot No. 7 on a plan of land in Cambridge, by W.A. Mason and Son, Surveyors dated February 19, 1923, and recorded with Middlesex (So. Dist.) Deeds at the end of Book 4597, and bounded:

NORTHWESTERLY by Robert E. Goodman Road, formerly known as Alden Road, as shown on said plan, fifty-eight and 37/100 (58.37) feet;

NORTHEASTERLY by Lot No. 8 as shown on said plan, sixty-five (65) feet;

SOUTHEASTERLY by land of owners unknown, fifty-four and 19/100 (54.19) feet; and

SOUTHWESTERLY by Chatham Street as shown on said plan, sixty-five and 14/100 (65.14) feet.

The premises are conveyed subject to and with the benefit of restrictions, easements and rights of record, so far as the same are now in force and applicable.

For reference to title, see deed to Grantor dated June 11, 1980, recorded in said Deeds in Book 13986, Page 435.

MSD 05/20/92 02:06:01 766 39.00

PLAN RECORD BOOK 22050 PAGE 119

plan # 394



(3) Description of Buildings. There are two buildings on the above described land. The buildings consist of one garage and one dwelling house (the "Building") which consists of three (3) floors plus a basement, and contains two (2) units. The building which contains the units has a stone and brick foundation, bearing walls of wood framing covered with cedar shingles, and asphalt shingles covering the roof.

(4) Description of Units. The two (2) units (hereinafter referred to as "Units") are numbered 1 and 2. The Units are more particularly described as follows:

(A) The unit designation of each Unit in the buildings comprising the Condominium, a statement of its location, approximate area, number and composition of rooms, immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are set forth in Exhibit A annexed hereto and incorporated herein. As of the date of recording hereof, the square footage and percentage of interest in the common areas and facilities established in the respective columns in Exhibit A apply. The proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units.

(B) The boundaries of each of the Units with respect to the floors, ceilings, walls, windows and doors thereof are as follows:

(a) Floors: the upper surface of the floor joists;

(b) Ceilings: the plane of the lower surface of the roof rafters or the plane of the lower surface of floor joists, as applicable;

(c) Walls: the plane of the interior surface of the wall studs;

(d) Doors: the plane of the exterior surface of the doors; and

(e) Windows and Skylights (where applicable): the interior surface of the sill and frame of the windows and the exterior surface of the glass.

(C) All of the Units will be conveyed together with their respective undivided interest in the common areas and facilities as set forth in said Exhibit A, and will have the benefit of the right to use the common areas and other facilities in common with others entitled thereto.

(D) The Condominium Trust hereinafter described has a right

of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform. This right of entry shall conform to the procedures set forth in Paragraph 5.2 of the Declaration of Trust, 2-4 Goodman Road Condominium Trust, recorded herewith.

(E) Each Unit shall have the benefit of the rights as set forth in this Section 4, if and so far as applicable to that Unit.

(F) Each Unit includes all plumbing, mechanical and heating fixtures, lines and electrical and service facilities located within and exclusively serving the Unit.

(G) There is appurtenant to Unit 1 the exclusive right and easement to use the side porch and steps adjacent to it as shown on the site plan recorded herewith. There is appurtenant to Unit 2 the exclusive right and easement to use the rear steps and the second floor porch adjacent to it as shown on the site plan and floor plans recorded herewith. Such steps and porches are and shall continue to be common facilities of the Condominium for all purposes, privileges and obligations applicable generally to all common facilities of the Condominium as herein provided, subject to the provisions of this Section. It shall be the obligation of the Unit Owner having the exclusive right and easement to any such porch or steps to keep such area clean and free of debris, and to perform minor maintenance. All other obligations of maintenance, repair and replacement shall be borne by the Condominium Trust.

(H) There is appurtenant to Unit 2 the exclusive right and easement to use the garden area in the southern corner of the property, surrounded by concrete curbing, as shown on the site plan recorded herewith. Such area shall be used only for gardening. There is appurtenant to Unit 2 the exclusive right and easement to use the driveway area on the northeastern side of the property, as shown on the site plan recorded herewith. Such area shall be used only for the parking of motor vehicles and other related or ancillary purposes, and/or for general yard purposes. It shall be the obligation of the Unit Owner having the exclusive right and easement to use such areas to keep such areas neat in appearance and to maintain such areas, including all repair and replacement.

(I) There is appurtenant to Unit 1 the exclusive right and easement to use the side yard area on the southwesterly side of the property, within the existing fence, as shown on the site plan recorded herewith. Such area shall be used for general yard purposes. The Owner of Unit 1 shall have the

right at any time, without the consent of any other Unit Owner or any Unit Mortgagee, to install a deck or patio within such yard, provided that prior to commencement of any construction work pursuant to the rights granted in this Section, the Unit Owner of Unit 1 shall obtain all necessary building permits therefor; that any such construction work shall be performed in a good and workmanlike manner and in accordance with all building permits; that the Unit Owner of Unit 1 shall indemnify the Condominium Trustees and the other Unit Owners for any damages to the Common Areas or Units resulting from any such construction work, and that, if there is any increase in insurance premiums payable by the Condominium Trustees which is attributable to any work done pursuant to this Section 4(I), the Unit Owner of Unit 1 shall be solely responsible for payment of such increase. It shall be the obligation of the Unit Owner having the exclusive right and easement to use such area to keep the area neat in appearance and to maintain such area, including the fence surrounding the area, including all repair and replacement.

(J) There is appurtenant to each of Units 1 and 2 the areas in the Basement so designated on the Floor Plans recorded herewith. It shall be the obligation of the Unit Owner having the exclusive right and easement to such areas to keep them clean and orderly, to perform minor maintenance, and to maintain the heating system and other utilities serving only one unit. All other obligations of maintenance, repair and replacement shall be borne by the Condominium Trust.

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

(A) The Land described in Section 2, 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) Such areas and items listed as such in Section 1 of said Chapter 183A, and without limiting the generality of the foregoing, all areas, facilities and portions of the buildings not included in any Unit by virtue of Section 4 above, and all plumbing, mechanical and heating fixtures, utility lines and other electrical and service facilities contained within the common areas and/or within any Unit except those which are located within the boundaries of an individual unit and which exclusively serve that Unit.



(C) The owner of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit A, attached to this Master Deed and incorporated herein by reference and all other common areas.

(D) The Trustees of the Condominium Trust, in their sole and absolute discretion, may designate certain portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by Rules and Regulations promulgated in accordance with the provisions of the Condominium Trust.

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

(6) Floor Plans. The floor plans of the building and the Units therein, showing the layout, location, unit designation and dimensions of the Units, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers, and dimensions of the Units as built are recorded with and made a part of this Master Deed. Said plans are hereinafter referred to as the Plans.

(7) Statement of Restrictions. The Units shall be used as follows:

(A) All Units shall only be used for residential or incidental professional business purposes, and shall not be occupied or used for transient or hotel purposes; provided that Units may be used for such professional purposes as are not inconsistent with their use as a dwelling.

(B) The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:

(1) Each and every lease, license, and/or tenancy agreement must be in writing, and must be for a term of not less than six (6) months;

(2) Every lease, license, or tenancy arrangement permitting the use or possession or occupancy of a Unit shall include a provision requiring the grantee of such

rights to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Section 8, the Condominium Trust, and the Rules and Regulations promulgated in accordance with the provisions of the Condominium Trust, and that the failure of said grantee to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of this Section 8 of the Master Deed;

(3) The provisions of the within Subsection (B)(2) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or by deed in lieu of foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(C) In no event shall any Unit be occupied by more than five (5) persons.

(D) Use of the Building and Common Areas may also be restricted under provisions of the Condominium Trust and "Rules and Regulations" promulgated pursuant thereto and recorded herewith.

(E) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, except as otherwise provided herein, no exterior 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 without the prior written consent of the Trustees. This Subsection (E) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire.

(F) 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.



(G) The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect all common areas and elements located within any individual Unit or Units, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Condominium.

(8) Management and Regulatory Organization. The organization through which the owners of the Units will manage and regulate the Condominium established hereby is the 2-4 Goodman Road Condominium Trust under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith, the original Trustees of which are Virginia K. Donovan and Philip M. Brown. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are entitled under this Master Deed.

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

(9) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by all the Unit Owners, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

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

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

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

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record thereon or which would disqualify it for sale to the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(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) The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

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

(A) All present and future owners, tenants, visitors, servants and occupants for a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such Units, (c) the Condominium Trust and By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Land as set forth in Paragraph 2 hereof, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any conveying such Unit, (3) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the Land are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or

estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, the Condominium Trust, the By-Laws, the Rules and Regulations adopted pursuant to said Trust, and Chapter 183A shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

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

(13) Mortgagee's Rights. Grantor further provides:

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

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

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in Subsection (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the

Condominium Trust;

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

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

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

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

(iii) partition or subdivide any Unit:

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this paragraph;

(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, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the condominium; or

(vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium.



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

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

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

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

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

(iii) receive an annual financial statement of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

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

(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 bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium;

(vi) receive prompt written notice from the Trustees of the Condominium Trust of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(vii) receive prompt written notice from the Trustees of the Condominium Trust of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(H) That no agreement for professional management of the Condominium or any other contract with Grantor may exceed a term of one (1) year, but may be renewable by agreement by the parties for successive one (1) year periods, and that any such agreement

shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

(I) Without the consent of Unit Owners to which at least sixty-seven percent (67%) in beneficial interest of the Condominium Trust are allocated and without the consent of the holders of the first mortgages on Units that have at least fifty-one percent (51%) of the beneficial interest hereunder, no material provision of the Master Deed or the Trust shall be added or amended which establishes, provides, governs, or regulates 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 and facilities;
- (d) insurance or fidelity bonds;
- (e) rights to use the common areas and facilities;
- (f) responsibility for maintenance and repair of the several portions of the Condominium;
- (g) expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium;
- (h) boundaries of any Unit;
- (i) the interests in the general or limited common areas and facilities;
- (j) convertability of Units into common areas and facilities or of common areas and facilities into Units;
- (k) leasing of Units;
- (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) restoration or repair of the Condominium after hazard damage or partial condemnation;
- (n) any provisions that are for the express benefit of first mortgage holders on Units.

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

(J) The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those portions of the common areas that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Additionally, an initial working capital fund shall be established equal to at least two (2) months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. The contribution to the working capital fund for each unsold Unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first unit of the Condominium. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees.

(14) Right of First Refusal. Subject in all instances to the provisions of the preceding Section 13 regarding the rights of the mortgagees, there shall be a right of first refusal in favor of the Unit Owner of each of the Units with respect to the sale or transfer of the other Unit, as follows:

(A) A Unit Owner shall not in any manner convey, transfer or assign his Unit or any part thereof, except pursuant to a bona fide written offer to purchase ("Offer to Purchase") and otherwise in accordance with all of the terms and conditions contained in this Right of First Refusal.

(B) If a Unit Owner ("Seller") receives an Offer to Purchase his Unit which the Unit Owner wishes to accept, he shall give notice thereof to the other Unit Owner ("Buyer") including a copy of the Offer to Purchase, with any exhibits or other documents referred to therein.

(C) The Buyer shall have ten (10) days from receipt of such notice in which to give notice to Seller of his agreement to purchase the Unit on the same terms and conditions as set forth in the Offer to Purchase, in which event Seller shall sell the Premises to Buyer, and Buyer shall buy the Premises from Seller, on such terms and conditions; the closing of such purchase and sale shall be at the Middlesex South District Registry of Deeds

at 11:00 A.M. on the date specified for closing in the Offer to Purchase but in no event sooner than fifteen (15) days after the mailing of such agreement by Buyer (or if said fifteenth day is a day on which said Registry of Deeds is not open for business, then on the next business day thereafter).

(D) If by the end of said time allowed for acceptance by Buyer, Buyer fails so to agree to purchase (or if Buyer by notice to Seller within said ten days waives his right to purchase), Seller shall be free, for one hundred eighty (180) days after the end of such acceptance period (or for one hundred eighty (180) days after the mailing of such waiver by Buyer, as the case may be), to convey the Unit, but only to the Purchaser identified in the Offer to Purchase and on substantially the same terms and conditions set forth in the Offer to Purchase (and not otherwise), and the Unit shall thereafter be free of this Right of First Refusal. If Seller does not so sell within the applicable one hundred eighty (180) day period, the Unit shall forthwith again become subject to this Right of First Refusal.

(E) A lease, or other arrangement for possession of the Premises, which, with options to extend or renew, if any, covers a period of more than one (1) year, or any transfer of the controlling stock of a Unit Owner (if a Unit Owner is a corporation), or any transfer of the controlling interest of any other entity comprising a Unit Owner, or any arrangement (including, without limitation, corporate mergers or consolidations), shall be considered a conveyance or transfer subject to the terms and conditions of this Right of First Refusal, if such lease, transfer or other arrangement is made for the purpose, or has the effect, of circumventing this Right of First Refusal.

(F) The rights granted by this Right of First Refusal shall not apply to (i) any grant of a first mortgage on the Unit to an institutional lender or (ii) any foreclosure of a first mortgage on the Unit granted to an institutional lender (including foreclosure by exercise of power of sale contained therein) or (iii) any deed in lieu of foreclosure to any institutional lender which holds a first mortgage or (iv) any transfer, sale or conveyance of the Unit by an institutional lender which as acquired the Unit by the exercise of its rights as first mortgagee or (v) any transfer, sale or conveyance of the Unit for nominal consideration and to a spouse, parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, son, daughter, brother-in-law, sister-in-law or other person closely related by blood or marriage or (vi) any involuntary transfer or transfer by operation of law.



(15) Right to Modify Unit 1. Any Unit Owner of Unit 1 shall have the right at any time, and from time to time, without the consent of any other Unit Owner or Unit Mortgagee, to install an additional bathroom within Unit 1.

If the Unit Owner of Unit 1 exercises said right, said Owner shall cause there to be recorded, at said Unit Owner's expense, an amendment to this Master Deed, without the necessity of consent of any other Unit Owner or Unit Mortgagee, together with a revised floor plan of Unit 1.

Prior to commencement of any construction work pursuant to the rights granted in this Section, the Unit Owner of Unit 1 shall obtain all necessary building permits therefor. Any such construction work shall be performed in a good and workmanlike manner and in accordance with all building permits. The Unit Owner of Unit 1 shall indemnify the Condominium Trustees and the other Unit Owners for any damages to the Common Areas or Units resulting from any such construction work. If there is any increase in insurance premiums payable by the Condominium Trustees which is attributable to any work done pursuant to this Section 15, the Unit Owner of Unit 1, shall be solely responsible for payment of such increase.

(16) Right to Modify Unit 2. Any Unit Owner of Unit 2 shall have the right at any time, and from time to time, without the consent of any other Unit Owner or Unit Mortgagee, to do any one or more of the following:

- (a) install skylights in the roof;
- (b) create additions to the third floor, and thereby increase the square foot area of Unit 2, by installing dormers in the roof;
- (c) enclose the second floor porch and make it part of Unit 2.

If the Unit Owner of Unit 2 exercises any or all of said rights, said Owner shall cause there to be recorded, at said Unit Owner's expense, an amendment to this Master Deed, without the necessity of consent of any other Unit Owner or Unit Mortgagee, together with a revised floor plan of Unit 2.

Prior to commencement of any construction work pursuant to the rights granted in this Section, the Unit Owner of Unit 2 shall obtain all necessary building permits therefor. Any such construction work shall be performed in a good and workmanlike manner and in accordance with all building permits. The Unit Owner of Unit 2 shall indemnify the Condominium Trustees and the other Unit Owners for any damages to the Common Areas or Units resulting from any such construction work. If there is any

increase in insurance premiums payable by the Condominium Trustees which is attributable to any work done pursuant to this Section 16, the Unit Owner of Unit 2 shall be solely responsible for payment of such increase.

(17) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict with said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

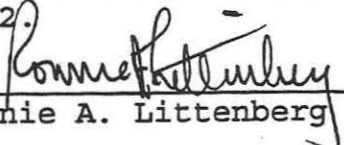
(C) In the event of any conflict between the preceding Section 13 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Section 13 shall control.

(18) 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.

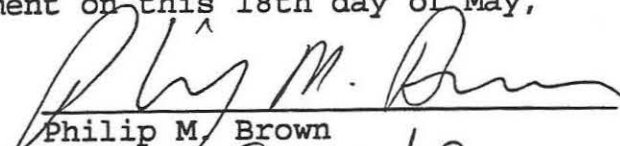
(19) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

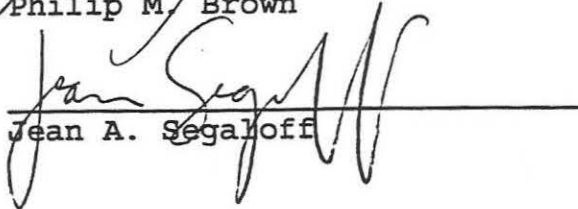
(20) Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings herein unless the context otherwise requires.

EXECUTED as a sealed instrument on this 18th day of May, 1992.

  
\_\_\_\_\_  
Ronnie A. Littenberg

  
\_\_\_\_\_  
Virginia K. Donovan

  
\_\_\_\_\_  
Philip M. Brown

  
\_\_\_\_\_  
Jean A. Segaloff

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

May 19, 1992

Then personally appeared before me the above-named Virginia K. Donovan and acknowledged her execution of the foregoing instrument to be her free act and deed.

Dolph J. Vanderpol  
Notary Public

My Commission Expires:

DOLPH J. VANDERPOL, Notary Public  
My Commission Expires September 11, 1992

DJV.do]ma\*

2-4 GOODMAN ROAD CONDOMINIUM

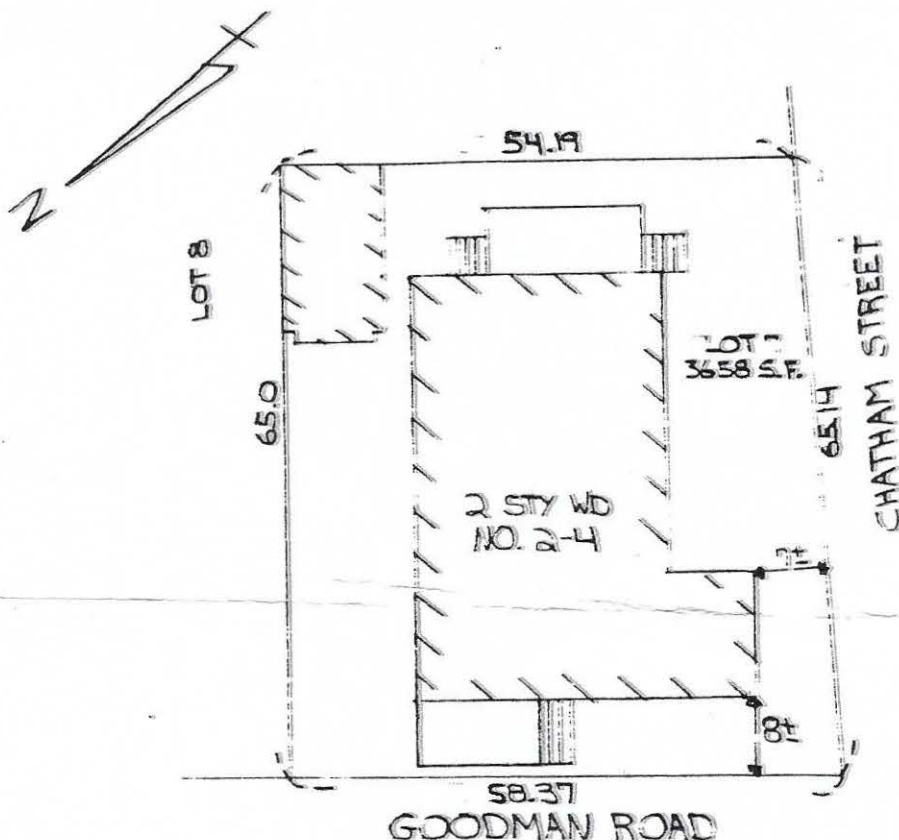
MASTER DEED

EXHIBIT A

<u>UNIT NO.</u>	<u>LOCATION</u>	<u>APP. SQ. FT. AREA</u>	<u>NUMBER AND COMPOSITION OF ROOMS</u>	<u>IMMEDIATE ACCESS TO COMMON AREAS</u>	<u>UNDIVIDED PERCENTAGE INT.</u>
1	1st Flr.	1,210	7 (LR,DR,K,3BR,S 1 Bath)	Front Porch, Side Porch, Basement	40%
2	1st, 2nd and 3rd Flr.	1,993	8 (LR,DR,K,4BR,S, 2 Baths)	Front Porch, Rear Stairs, Basement	60%

KEY

LR = Living Room  
DR = Dining Room  
K = Kitchen  
BR = Bedroom  
S = Study



NOTE: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PREMISES SHOWN ON THIS PLAN ARE NOT LOCATED WITHIN THE FLOOD HAZARD ZONE AS DELINEATED ON THE MAP OF COMMUNITY

250186 0002 B

MASS. EFFECTIVE JULY 5, 1962  
BY THE DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT-FEDERAL INSURANCE ADMINISTRATION.

I hereby certify that  
the building shown on  
this plan conformed to  
the zoning laws of  
the city of CAMBRIDGE  
when built.

NOTE: THIS IS A TAPE SURVEY  
NOT TO BE USED FOR ESTABLISHING  
PROPERTY LINES, HEDGES, OR ANY  
PURPOSE OTHER THAN ITS ORIGINAL INTENT.  
THIS PLAN WAS DRAWN FOR MORTGAGE  
PURPOSES ONLY. NOT TO BE RECORDED.

**MORTGAGE PLAN**  
ENGINEERING SINCE 1920

**PLAN OF PROPERTY IN  
CAMBRIDGE, MASS.**

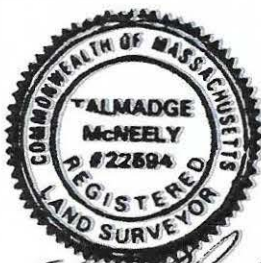
OWNED BY  
PHILIP M. BROWN, RONNIE A. LITTENBERG,  
JEAN A. SEGALOFF & VIRGINIA K. DONOJAN

SCALE: 1" = 20 DATE: 9-25-86

L.G. BRACKETT CO. INC.  
WINCHESTER MASS.

I HEREBY CERTIFY THAT  
THE BUILDING SHOWN ON  
THIS PLAN IS ON THE  
GROUND AS SHOWN

RES. LAND SURVEYOR



COUNTY: MIDDLESEX  
PLAN: DD BK 4597-5ND

PLAN BY W.A. MASON & SON  
DATE OF PLAN: FEB. 19, 1983





PLAN: DD EX 4597-5ND  
COUNTY: MIDDLESEX

PLAN BY: W.B. BRADON & SON  
DATE: OF PLAN: FEB. 19, 1953

OWNED BY  
PHILIP M. BROWN, RONNIE A. LITENBERG,  
JENN A. SEGALOFF & VIRGINIA K. DONOHUE  
SCALE: 1" = 20' DATE: 9-25-56  
L.G. BRACKETT CO. INC.  
WINCHESTER MASS.

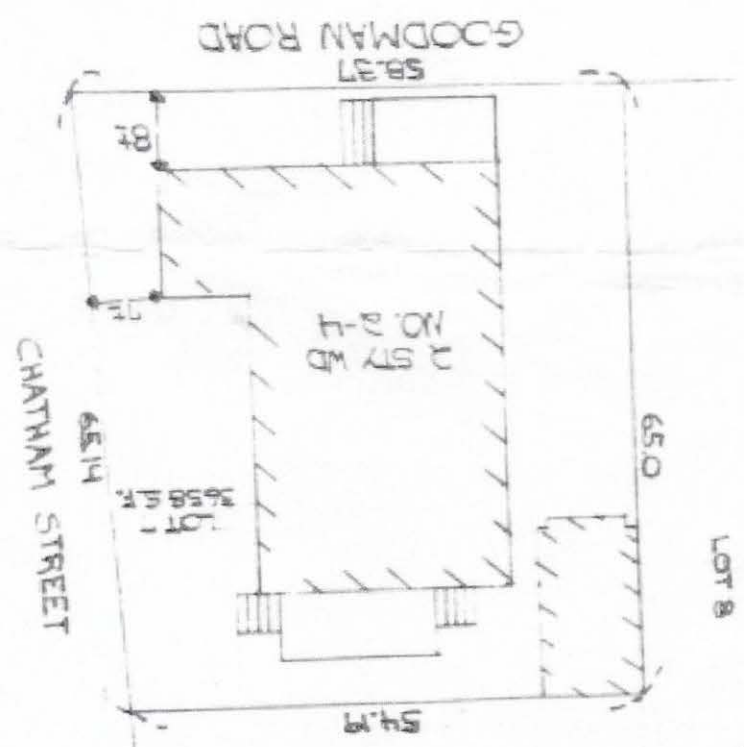
# PLAN OF PROPERTY IN CAMBRIDGE, MASS. MORTGAGE PLAN ENGINEERING SINCE 1920

I HEREBY CERTIFY THAT  
THIS BUILDING SHOWN ON  
THIS PLAN IS ON THE  
GROUND AS SHOWN  
ON THE LAND SURVEY

NOTE: THIS IS A TAPE SURVEY  
NOT TO BE USED FOR ESTABLISHING  
PROPERTY LINES, HEADERS, OR ANY  
PURPOSE OTHER THAN ITS ORIGINAL INTENT.  
THIS PLAN WAS DRAWN FOR MORTGAGE  
PURPOSES ONLY. NOT TO BE RECORDED.

NOTE: I HEREBY CERTIFY TO THE BEST OF MY KNOW-  
LEDGE THAT THE PREMISES SHOWN ON THIS PLAN  
ARE NOT LOCATED WITHIN THE FLOOD HAZARD ZONE  
AS DELINEATED ON THE MAP OF COMMUNITY  
350186 0002 B  
MASS. EFFECTIVE  
JULY 5, 1963  
BY THE DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT + FEDERAL INSURANCE ADMINISTRATION.

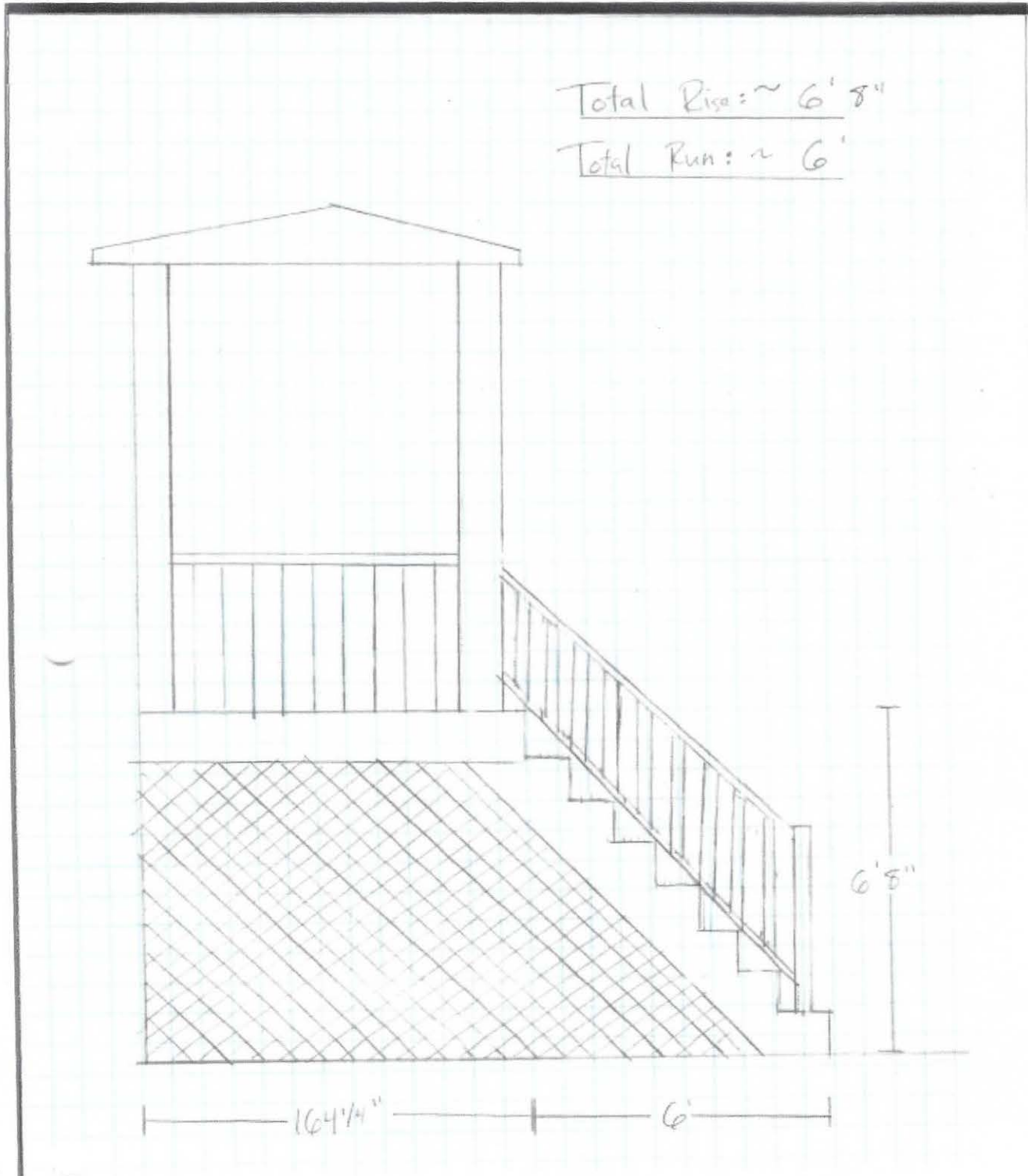
I hereby certify that  
the building shown on  
this plan conforms to  
the zoning laws of  
the city of CAMBRIDGE  
when built



From: Scott Weismann weismannscott@yahoo.com  
Subject: Stair Work  
Date: Feb 25, 2023 at 2:20:00 PM  
To: GOLDIE EDER goldieeder@me.com

Hey Goldie,

Attached is the rough sketch I submitted for my application. So far, my permit has passed through these steps: Review for completeness, historical commission review, building permit fee, and receipt of building permit application. It is now stuck on Zoning plan review. The permit number ID is 199883 and is listed under 2 Goodman Road, created on October 24th, 2022.





**From:** GOLDIE EDER [goldieeder@icloud.com](mailto:goldieeder@icloud.com)   
**Subject:** Front steps photo  
**Date:** March 7, 2023 at 12:12 AM  
**To:** Goldie Eder [goldieeder@me.com](mailto:goldieeder@me.com)

GE



Sent from my iPhone  
Goldie Eder, LICSW, BCD



**From:** GOLDIE EDER [goldieeder@icloud.com](mailto:goldieeder@icloud.com)   
**Subject:** Front steps photo  
**Date:** March 7, 2023 at 12:11 AM  
**To:** Goldie Eder [goldieeder@me.com](mailto:goldieeder@me.com)

---

GE



Sent from my iPhone  
Goldie Eder, LICSW, BCD

March 4, 2023

We are in agreement with the proposal for the stair renovation, as members of the 2-4 Goodman Road condo trust.

*Phil Brown*

Phil Brown

*Ronnie Littenberg*

Ronnie Littenberg

February 27, 2023

To Whom it May Concern:

We are writing to support the petition of Goldie Eder, Ronnie Littenberg and Phil Brown, of the 2-4 Goodman Road Condominium Trust in Cambridge, MA. They are applying for a zoning variance to renovate their front steps to be shorter in height, which will necessitate the steps extending 2 feet farther than they do now. The total height would remain the same. This home improvement would not negatively impact the neighborhood in any way.

The residents of 2-4 Goodman Road are longstanding neighbors who care for their property conscientiously and have added stability and value to the neighborhood for the entire time we have lived here – over 24 years. Their gardens are beautifully designed and maintained, and they have been reliable and welcoming neighbors. We encourage you to grant their requested variance, allowing them to enhance their quality of life and the attractiveness and accessibility of their front steps.

Sincerely,

Erica and John Lindamood  
26 Chatham Street #1  
Cambridge, MA 02139

February 22, 2023

To Whom it May Concern:

I am writing to support the petition of Goldie Eder, Ronnie Littenberg and Phil Brown, of the 2-4 Goodman Road Condominium Trust in Cambridge, MA.

They are applying for a zoning variance to renovate their front steps that would be shorter in height, and which will necessitate the steps extending forward 2 feet. The height would remain the same. The home improvement would not negatively impact the neighborhood in any way. The residents of this property are longtime neighbors who conscientiously care for their property and have added value to the neighborhood for the entire time we have lived here (10 years).

Goldie is an excellent neighbor who is frequently outside tending to her garden. She has become a friend to me and my 13 year old son, and we have many sidewalk chats.

Sincerely,  
Jennifer Wilson  
24 Chatham St.  
Cambridge, MA 02139



Shared by others >



• ... 2 people

Scan Feb 26, 2023



February 26, 2023

To Whom it May Concern:

I am writing to support the petition of Goldie Eder, Ronnie Littenberg and Phil Brown, of the 2-4 Goodman Road Condominium Trust in Cambridge, MA. They are applying for a zoning variance to renovate their front steps to be shorter in height, which will necessitate the steps extending 2 feet further than they do now. The height would remain the same.

We have lived in a home adjacent to theirs (1 Merrill Street) for over fifteen years. We are writing to support their application because the home improvement they seek to make would not negatively impact the neighborhood in any way. Rather, it would be a welcome, positive renovation, because it would make the home more accessible to our wonderful neighbors as they age. We value them as neighbors and want them to be able to be comfortable staying in their home for the long term.

Goldie, Ronnie and Phil are longstanding neighbors who care for their property conscientiously, maintain a beautiful garden and, most important, interact warmly with our neighborhood community, including our family and children. We have appreciated their presence for the 15+ years we have lived here.

Our little corner of Cambridge is better for their being in it, and we hope they will be able to make this small improvement to their home.

Sincerely,

Gavi Wolfe & Vicky Steinberg

1 Merrill Street, Units 1 and 2

From: Ginny Dorne [ginny.dorne@gmail.com](mailto:ginny.dorne@gmail.com)  
Subject: Cambridge Zoning Board  
Date: Feb 25, 2023 at 7:36:42 PM  
To: Goldie Eder [goldieeder@me.com](mailto:goldieeder@me.com)

---

To Whom it May Concern:

I am writing to support the petition of Goldie Eder, Ronnie Littenberg and Phil Brown, of the 2-4 Goodman Road Condominium Trust in Cambridge, MA. They are applying for a zoning variance to renovate their front steps to be shorter in height, which will necessitate the steps extending 2 feet further than they do now. The height would remain the same. The home improvement would not negatively impact the neighborhood in any way. The residents of this property are longstanding neighbors who care for their property conscientiously and have added stability and value to the neighborhood for the entire time I have lived here since 1999.00

Thank you for your consideration and help.

Sincerely,

Virginia Dorne

1 Merrill St.

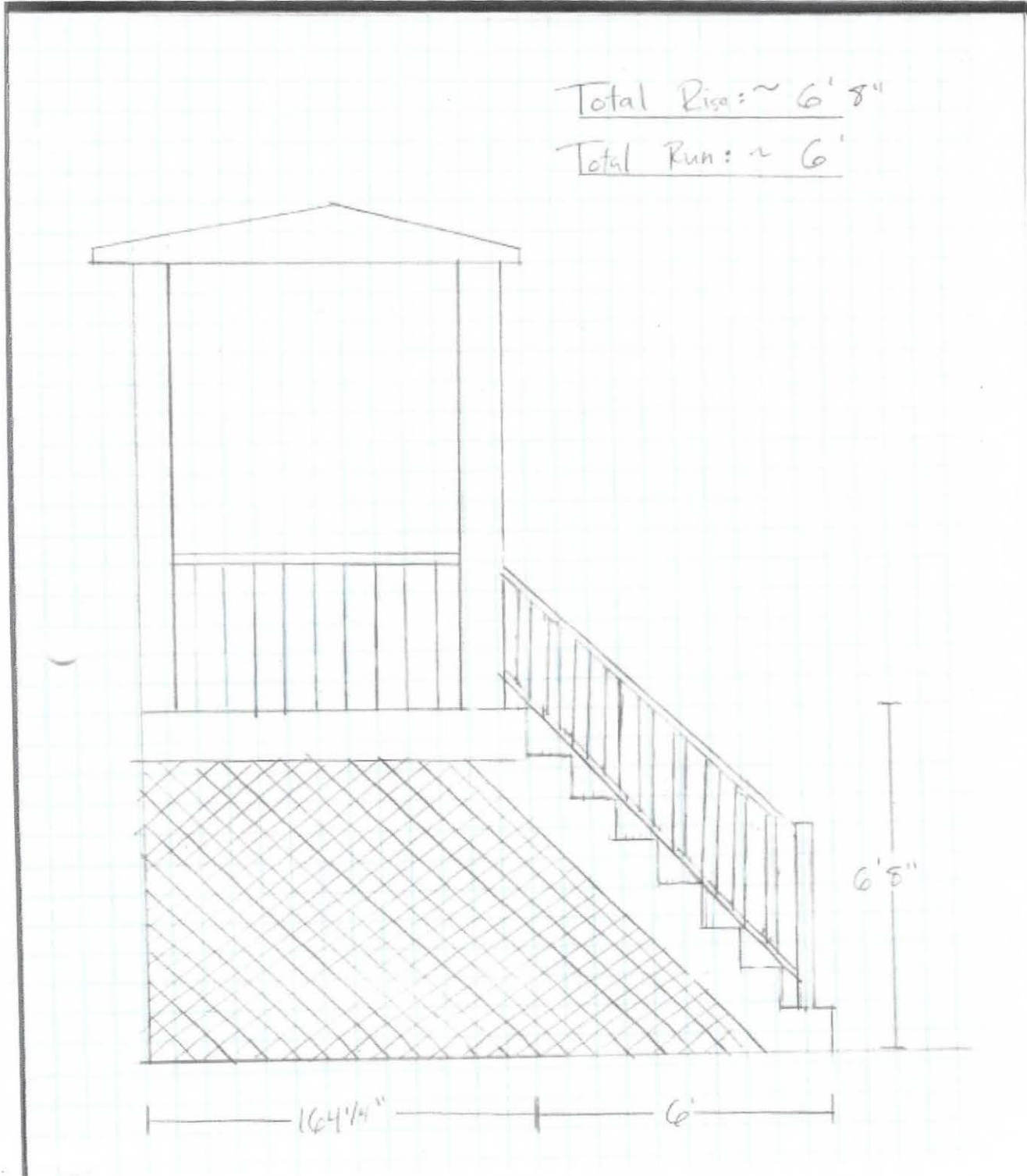
Cambridge MA

Sent from my iPad

From: Scott Weismann weismannscott@yahoo.com  
Subject: Stair Work  
Date: Feb 25, 2023 at 2:20:00 PM  
To: GOLDIE EDER goldieeder@me.com

Hey Goldie,

Attached is the rough sketch I submitted for my application. So far, my permit has passed through these steps: Review for completeness, historical commission review, building permit fee, and receipt of building permit application. It is now stuck on Zoning plan review. The permit number ID is 199883 and is listed under 2 Goodman Road, created on October 24th, 2022.



**Weismann  
Contracting**

61 Avebury Circle  
Boxborough, MA  
01719

Phone: (508) 662-7390

E-mail:  
dtw51854@verizon.net



**Ronnie Littenberg**

4 Goodman Road  
Cambridge, MA 02139  
(617) 823-5117

---

**<<Front Stairs>>**

**10 April 2022**

- Remove existing masonry stairs
- Construct new stairs as follows:
  - 2x12 pressure treated stringers
  - 1x4 mahogany treads
  - 1x6 primed pine risers
  - Mahogany railings
  - Dig and pour 10" concrete pad
  - Stairs to have 5" rise and 10 1/2" treads
  - Close in below stairs to match existing
- Paint or stain all new lumber
- Remove all debris
- Obtain permits and oversee all inspections with the city of Cambridge

**Total Cost: \$9,100**

We Propose to furnish material and labor – complete in accordance with the above specifications for the sum of: \$9,100 with payment to made as follows: \$1,600 at contract signing, \$4,000 at start, \$3,500 at 100% completion.

Respectfully Submitted: *Donald Weismann*

Note – this proposal may be withdrawn by us if not accepted within 30 days

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

**Acceptance of Proposal**



---

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance:

Signature



# Mid Cambridge Neighborhood Conservation District Commission

831 Massachusetts Avenue, Cambridge, Massachusetts 02139  
Telephone: 617 349 4683 TTY: 617 349 6112  
E-mail: histncds@cambridgema.gov  
www.cambridgema.gov/historic/districtsHistoricProperties/midcambridgencd

Tony Hsiao, *Chair*, Lestra Litchfield, *Vice Chair*  
Monika Pauli, Charles Redmon, *Members*  
Margaret McMahon, *Alternate*

## CERTIFICATE OF NON-APPLICABILITY

Property: 2 Goodman Road

Applicant: Scott Weisman

The Mid Cambridge Neighborhood Conservation District Commission hereby certifies, pursuant to Chapter 2.78, Article III, Section 2.78.140-270 of the Code of the City of Cambridge and the order establishing said district that the work described below does not involve any activity requiring issuance of a Certificate of Appropriateness or Hardship:

Replace front steps with wood steps and railings.

Permit #199883

All improvements shall be carried out as shown on the plans and specifications submitted by the applicant, except as modified above. Approved plans and specifications are incorporated by reference into this certificate.

This certificate is granted upon the condition that the work authorized herein is commenced within six months after the date of issuance. If the work authorized by this certificate is not commenced within six months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding six months each may be allowed in writing by the Chair.

Case Number: MC 6601

Date of Certificate: November 7, 2022

Attest: A true and correct copy of decision filed with the offices of the City Clerk and the Cambridge Historical Commission on November 7, 2022.

By Tony Hsiao/aac, Chair

\*\*\*\*\*

Twenty days have elapsed since the filing of this decision. No appeal has been filed \_\_\_\_ .  
Appeal has been filed \_\_\_\_ Date \_\_\_\_\_ City Clerk: