



# CITY OF CAMBRIDGE

BOARD OF ZONING APPEAL

831 Massachusetts Avenue, Cambridge MA 02139

617-349-6100

2023 JAN 23 PM 12:11  
OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

## BZA Application Form

**BZA Number: 208345**

### General Information

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

Special Permit: \_\_\_\_\_ Variance:  X  Appeal: \_\_\_\_\_

**PETITIONER:** Pamina Firchow C/O Sarah Like Rhatigan, Esq., Trilogy Law LLC

**PETITIONER'S ADDRESS:** 12 Marshall Street, Boston, MA 02108

**LOCATION OF PROPERTY:** 41 LINNAEAN ST, Unit 36, Cambridge, MA

**TYPE OF OCCUPANCY:** Single condo unit in multi-family building

**ZONING DISTRICT:** Residence C-2 & Residence B Zone

### **REASON FOR PETITION:**

/Conversion to Additional Dwelling Units/

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

Re-establish two separate condominium units in multi-family condominium building, after the prior owner combined the units via a stairwell.

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

- Article: 5.000      Section: 5.26 (Conversion to additional dwelling units).
- Article: 5.000      Section: 5.31 (Table of Dimensional Requirements).
- Article: 10.000     Section: 10.30 (Variance).

Original  
Signature(s):

*(Petitioner (s) / Owner)*

Sarah Like Rhatigan, Esq., on behalf of the Petitioner,  
Pamina Firchow

(Print Name)

Address:

Trilogy Law LLC, 12 Marshall St., Boston, MA 02108

Tel. No.

617-543-7009

E-Mail Address:

sarah@trilogylaw.com

**Date:** Jan. 20, 2023

**BZA APPLICATION FORM - OWNERSHIP INFORMATION**

(To be completed by **OWNER**, signed before a notary, and returned to Secretary of Board of Appeal).

**Pamina Firchow**

**(OWNER)**

Address: **415 South Street, Waltham, MA 02454**

state that **Pamina Firchow** owns the property located at **41 Linnaean Street, Units #36 and #46, Cambridge, Massachusetts** which is the subject of this zoning application.

The record title of the above-described property is in the name of **Pamina Firchow**

pursuant to a deed dated **November 3, 2021** and duly recorded in the Middlesex South County Registry of Deeds, Registered Land Division, as Document No. **01898997** and noted on Certificate of Title No. **U28969 (Unit #36)** and pursuant to a deed dated **November 3, 2021** and duly recorded in the Middlesex South County Registry of Deeds, Registered Land Division, as Document No. **01898988** and noted on Certificate of Title No. **U28968 (Unit #46)**.

[Signature appears on the following page.]

*Pamina Firchow*

**Pamina Firchow**

-----  
NOTARY PUBLIC

STATE/JURISDICTION

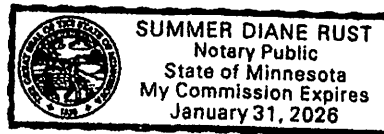
COUNTY: Hennepin County, ss.

On this 17 day of January, 2023, before me, the undersigned notary public, personally appeared the above named **Pamina Firchow** proved to me through satisfactory evidence of identification which was  a driver's license or \_\_\_\_\_ (form of photo identification) to be the same person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

*Summer Diane Rust*

Notary Public:

Commission Expires:



## **BZA Application Form**

### **SUPPORTING STATEMENT FOR A VARIANCE**

**EACH OF THE FOLLOWING REQUIREMENTS FOR A VARIANCE MUST BE ESTABLISHED AND SET FORTH IN COMPLETE DETAIL BY THE APPLICANT IN ACCORDANCE WITH MGL 40A, SECTION 10.**

- A)** A literal enforcement of the provisions of this Ordinance would involve a substantial hardship, financial or otherwise, to the petitioner or appellant for the following reasons:

The Petitioner recently acquired the subject property, which consists of two condominium units in a large multi-family apartment building constructed in 1922. Unit 36 is located on the third floor and Unit 46 is located directly above it on the fourth floor. These units were owned for many decades by the petitioner's godfather, who in the 1990s constructed an interior stairwell to connect the two units.

Upon acquiring the property from her godfather last year, the Petitioner sought to renovate in preparation for renting the units out separately to tenants. The building permit application to remove the interior stairs and renovate the upstairs unit was held up on account of ISD's determination that the construction of the interior stairwell between the units constituted a merger or combining of the units into one, and that re-establishing the units as separate units with the City would require a zoning variance.

The units remain separate in all other respects. Each unit has a kitchen, bedroom, and bath facilities, with separate access/egress to the common areas of the building. The Master Deed was not amended and shows Units 36 and 46 as separate. However, since the condominium building's unit density already well exceeds the maximum allowable number of units per lot size for the district, the conversion of the combined unit into 2 separate units further exceeds the maximum unit density in violation of Sections 5.31 and 5.26, thereby requiring a variance.

The inability to renovate and rent (or occupy) the units as separate units will pose a significant financial and practical hardship for the Petitioner. The upstairs unit is aged and in significant need of repairs and improvements prior to being suitable for rental. If required to maintain the interior stairwell, the Petitioner would be forced to rent both units as one with an odd configuration of rooms for a single-family occupant. The Petitioner also has future plans to move back to Cambridge and reside in one of the units, while renting the other to support the financial costs of the renovations. For these reasons, the inability to proceed with the re-establishment as two units will pose financial and logistical hardships.

- B)** The hardship is owing to the following circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located for the following reasons:

These hardships are owing to the unique circumstances of the shape and location of this pre-existing, nonconforming building that is located on a lot that straddles the Residence C-2 and Residence B districts. The density of units (66 units now and 67 if the Board grants the variance) is not permitted under the more restrictive current zoning regulations that were imposed decades after this building was constructed in 1922.

- C)** **DESIRABLE RELIEF MAY BE GRANTED WITHOUT EITHER:**

- 1)** Desirable relief may be granted without substantial detriment to the public good for the following reasons:

There will be no detriment to the public good in allowing for the re-establishment of these as separate units. The work entails a simple renovation and upgrading of the existing upstairs unit. Any work entailed in removing the staircase will be scrutinized and approved by ISD, and has already been approved by the condominium association after a careful review of the structural engineering. There will be no exterior changes to the building, nor any interior changes with respect to access/egress to

the common areas of the building. There will be no discernable impacts of any kind for the neighborhood.

- 2) Desirable relief may be granted without nullifying or substantially derogating from the intent or purpose of this Ordinance for the following reasons:

Variance relief may be granted in furthering the laudable goals of increasing the supply of housing and allowing for necessary renovations and improvements to the existing housing stock.

**\*If you have any questions as to whether you can establish all of the applicable legal requirements, you should consult with an attorney.**

## BZA Application Form

### DIMENSIONAL INFORMATION

<b>Applicant:</b> <u>Pamina Firchow</u>	<b>Present Use/Occupancy:</b> <u>Single condo unit in multi-family building</u>
<b>Location:</b> <u>41 LINNAEAN ST., Unit 36, Cambridge, MA</u>	<b>Zone:</b> <u>Residence C-2 &amp; Residence B Zone</u>
<b>Phone:</b> <u>617-543-7009</u>	<b>Requested Use/Occupancy:</b> <u>Two condo units in multi-family building</u>

		Existing Conditions	Requested Conditions	Ordinance Requirements	
<b>TOTAL GROSS FLOOR AREA:</b>		72,250 (Bldg)/ 2,148 (Unit)	72,250 (Bldg)/ 1,074 + 1,074 (Units)	41,670 (approx.) (max)	(max.)
<b>LOT AREA:</b>		47,715	47,715	5,000 (min)	(min.)
<b>RATIO OF GROSS FLOOR AREA TO LOT AREA: <sup>2</sup></b>		1.5	1.5	1.75/0.50/0.35 (max)	
<b>LOT AREA OF EACH DWELLING UNIT</b>		723	712	600/2,500/4,000 (min)	
<b>SIZE OF LOT:</b>	WIDTH	232/187	232/187	50 min	
	DEPTH	187/232	187/232	n/a	
<b>SETBACKS IN FEET:</b>	FRONT	No change	No change	(H+L)/4 / 15	
	REAR	n/a	n/a	n/a	
	LEFT SIDE	No change	No change	(H+L)/5 / 7.5	
	RIGHT SIDE	No change	No change	(H+L)/5 / 7.5	
<b>SIZE OF BUILDING:</b>	HEIGHT	No change	No change	85/ 35	
	WIDTH	No change	No change	n/a	
	LENGTH	No change	No change	n/a	
<b>RATIO OF USABLE OPEN SPACE TO LOT AREA:</b>		No change	No change	15%/ 40% (min)	
<b>NO. OF DWELLING UNITS:</b>		66	67	38 (max)	
<b>NO. OF PARKING SPACES:</b>		1	1	0	
<b>NO. OF LOADING AREAS:</b>		n/a	n/a	n/a	
<b>DISTANCE TO NEAREST BLDG. ON SAME LOT</b>		n/a	n/a	n/a	

Describe where applicable, other occupancies on the same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g; wood frame, concrete, brick, steel, etc.:

The Unit to be divided into two is located in one large multi-family condominium unit building.

1. SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.



Renzi Bulger Group, LLC  
PO Box 750057  
Arlington, MA 02475

Phone 617-420-2260  
Email [max@renzibulger.com](mailto:max@renzibulger.com)  
Website [www.renzibulger.com](http://www.renzibulger.com)

*BZA-208345*

February 1, 2023

To Whom It May Concern,

The trustees of the Peabody Condominium Association write to support Pamina Firchow's application for a variance in order to restore the separation between units #36 and #46 in 41 Linnaean Street, Cambridge, MA. Our condo association already treats these units as separate evidenced by the following (in no particular order):

- Two separate condo association fees
- Two separate mailboxes
- Two separate entrances and egresses
- Two separate storage units
- Two votes on the election of trustees
- Two separate deeds

Since we already treat the two units separately, we support Pamina Firchow's removal of the stairs that currently connect the two units internally.

On behalf of the Peabody Court Condominium Trustees,

Max Garcia

Property Manager

Renzi Bulger Group, LLC

[\(617\) 420-2260](tel:(617)420-2260)

[max@renzibulger.com](mailto:max@renzibulger.com)



# City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA.  
(617) 349-6100

*2 Bdz*

BZA

## POSTING NOTICE – PICK UP SHEET

The undersigned picked up the notice board for the Board of Zoning Appeals Hearing.

Name: ANDRÉ ALMEIDA Date: 02/06/23  
(Print)

Address: 41 Lincoln St. #36

Case No. BZA-208345

Hearing Date: 2/23/23

Thank you,  
Bza Members

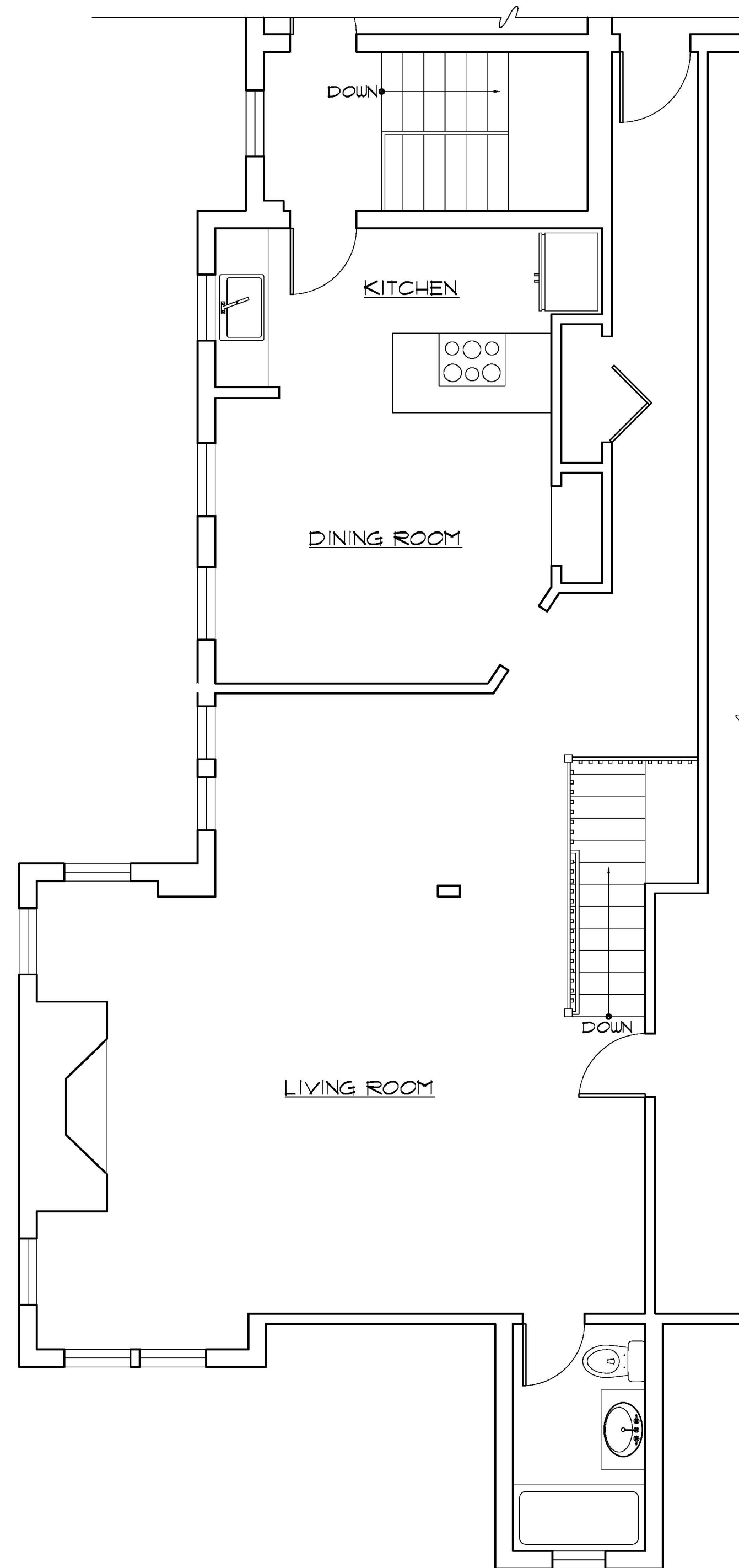


**ARCHITECT'S NOTES:**

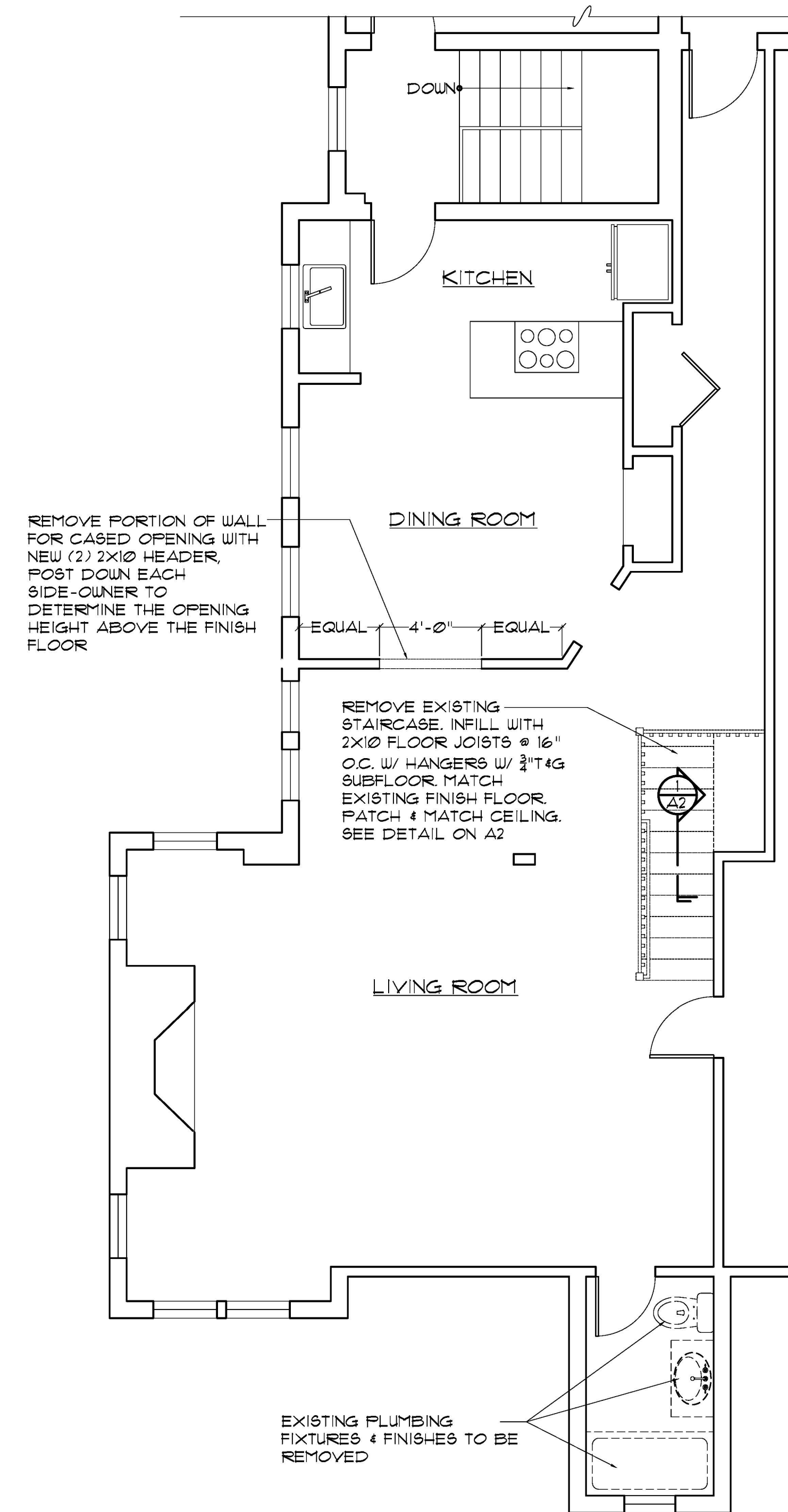
1. THESE DRAWINGS WERE PREPARED FOR BUILDING PERMIT PURPOSES.
2. OTHER BUILDING SYSTEMS SUCH AS: MECHANICAL, ELECTRICAL, PLUMBING, EXTERIOR FINISHES, HANDRAIL, WINDOW & ROOFING SHALL BE SELECTED BY THE OWNER.
3. ALL OWNER SELECTED SYSTEMS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS & COORDINATED WITH THESE DRAWINGS.

**GENERAL NOTES:**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY NEW CONSTRUCTION.
2. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR INSTRUCTION.
3. ALL WORK TO BE EXECUTED IN ACCORDANCE WITH STATE AND LOCAL CODES AND INDUSTRY STANDARD CONSTRUCTION REQUIREMENTS.



○ UNIT 46 EXISTING PARTIAL FLOOR PLAN



○ UNIT 46 DEMOLITION PLAN

INTERIOR RENOVATION  
41 LINNAEAN STREET  
CAMBRIDGE, MA



LAWRENCE  
ENTERPRISES, INC.

**MRE**  
MATTHEWLAWRENCEARCHITECT.COM  
MATLAWRENCE131@GMAIL.COM  
1.845.701.2289

EXISTING & DEMOLITION FLOOR PLANS

SCALE: 1/4" = 1'-0"

7.20.22

REV# 0

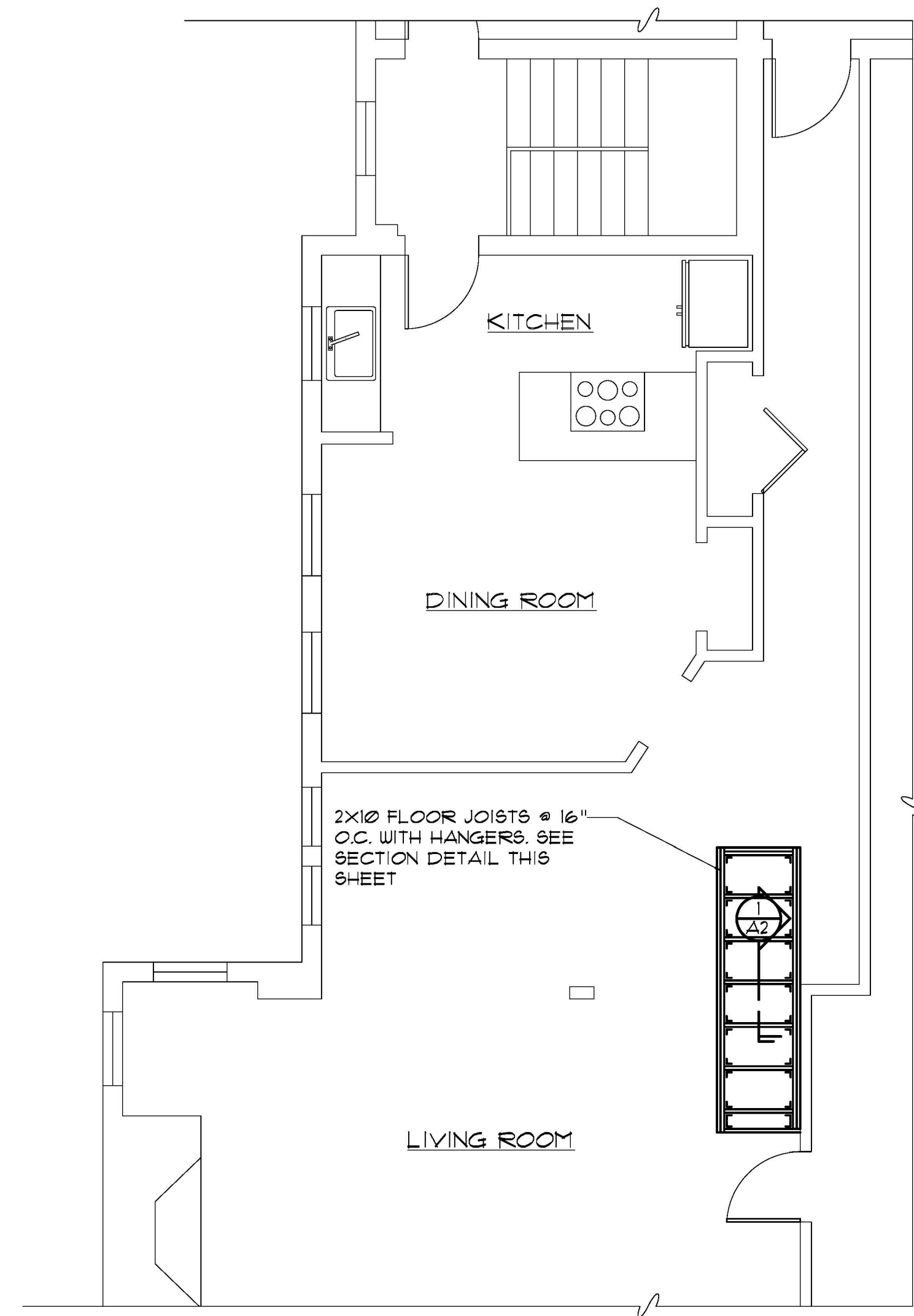
**A1**

**ARCHITECT'S NOTES:**

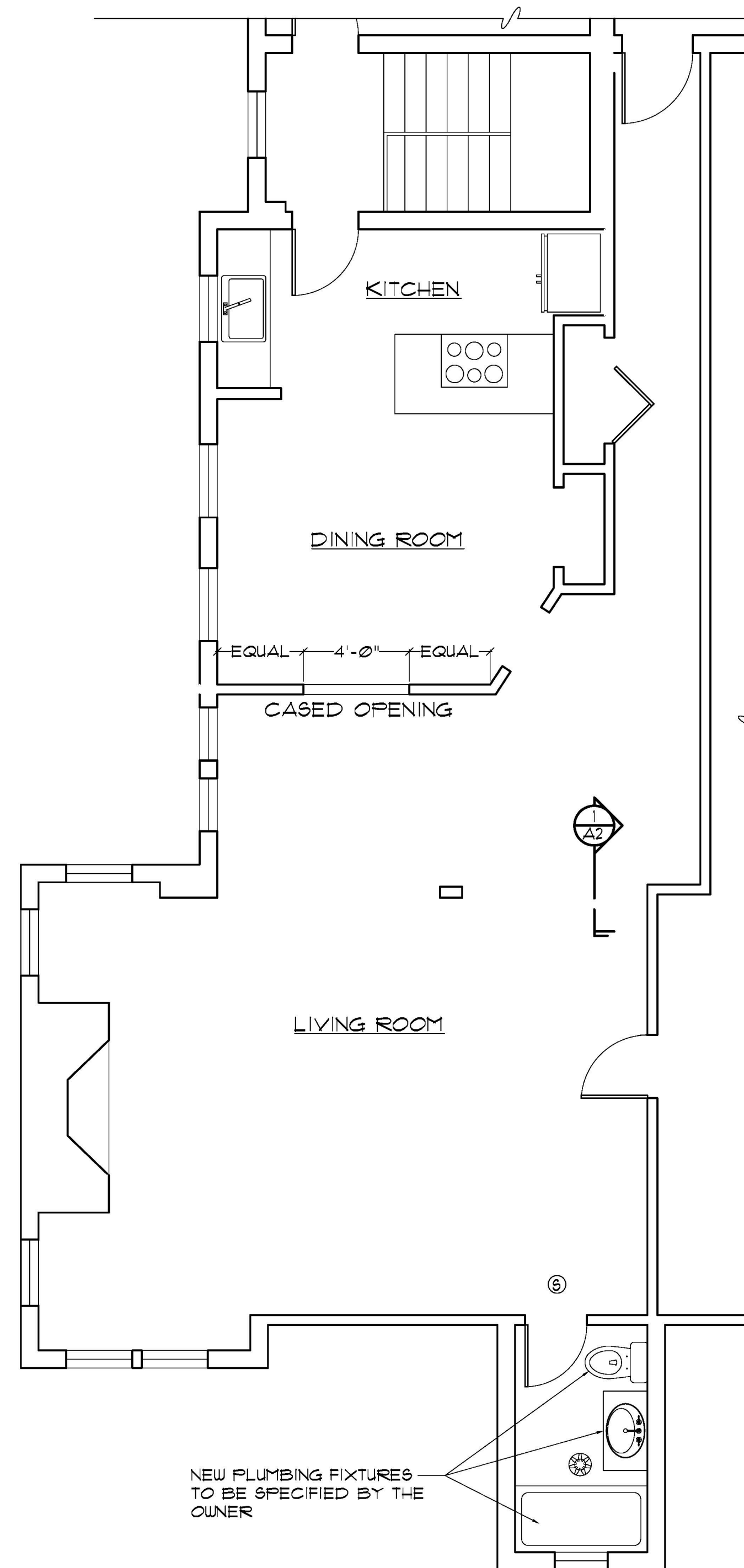
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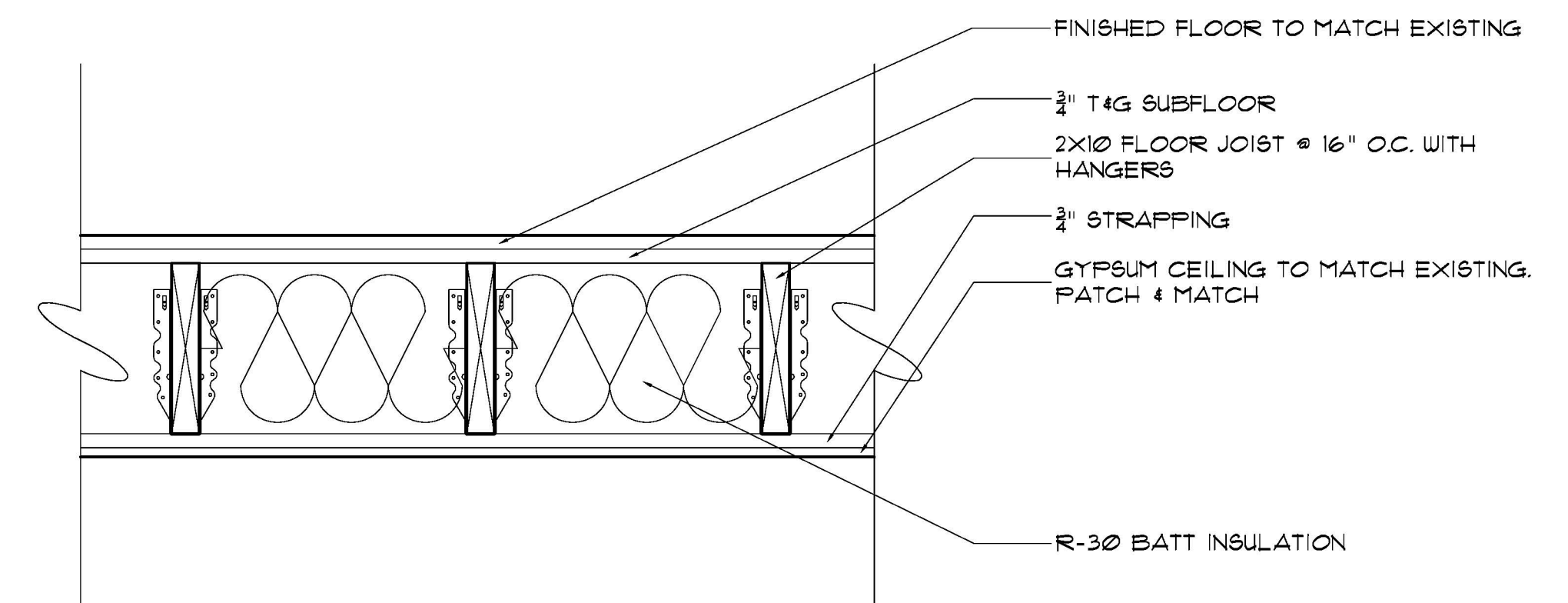


UNIT 46 FLOOR FRAMING PLAN



UNIT 46 PROPOSED PLAN

- Ⓢ SMOKE DETECTOR
- Ⓣ EXHAUST FAN



FLOOR FRAMING DETAIL  
SCALE: 1/4" = 1'-0"

INTERIOR RENOVATION  
41 LINNAEAN STREET  
CAMBRIDGE, MA



LAWRENCE  
ENTERPRISES, INC.  
MRA  
MATTHEWLAWRENCEARCHITECT.COM  
MATLAWRENCE131@GMAIL.COM  
1.845.701.2289

FRAMING PLAN & DETAIL

SCALE: 1/4" = 1'-0"

7.20.22

REV# 0

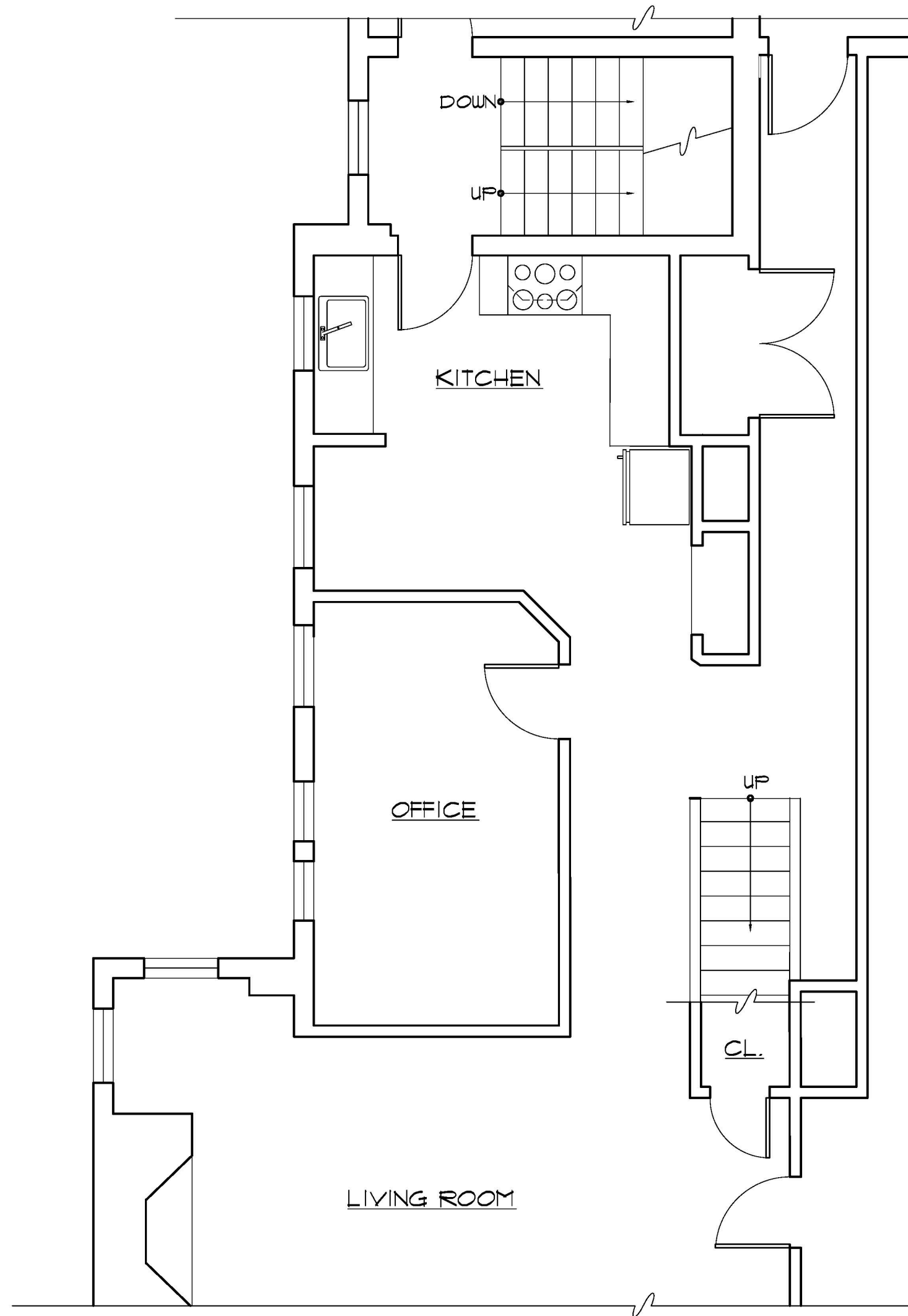
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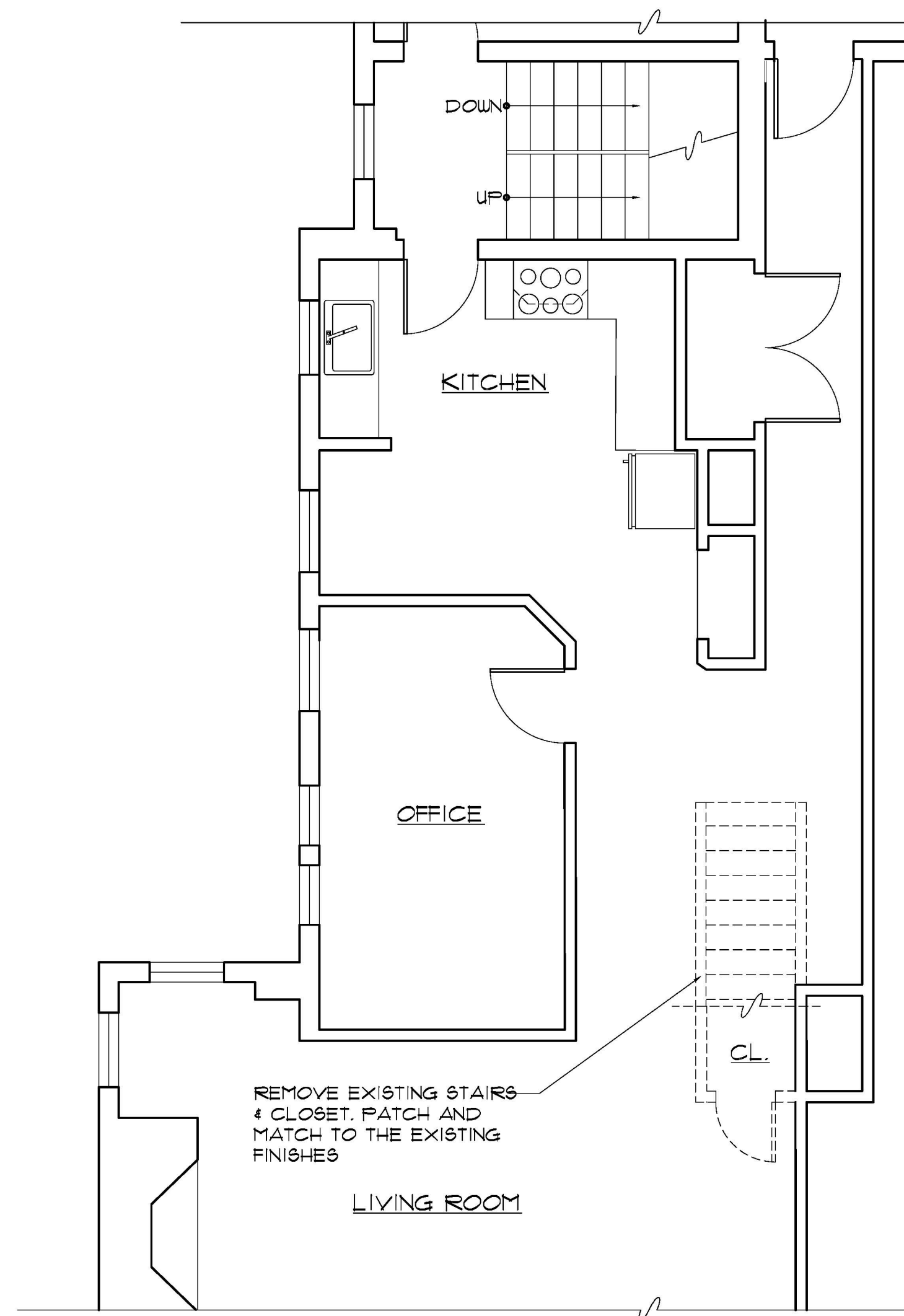
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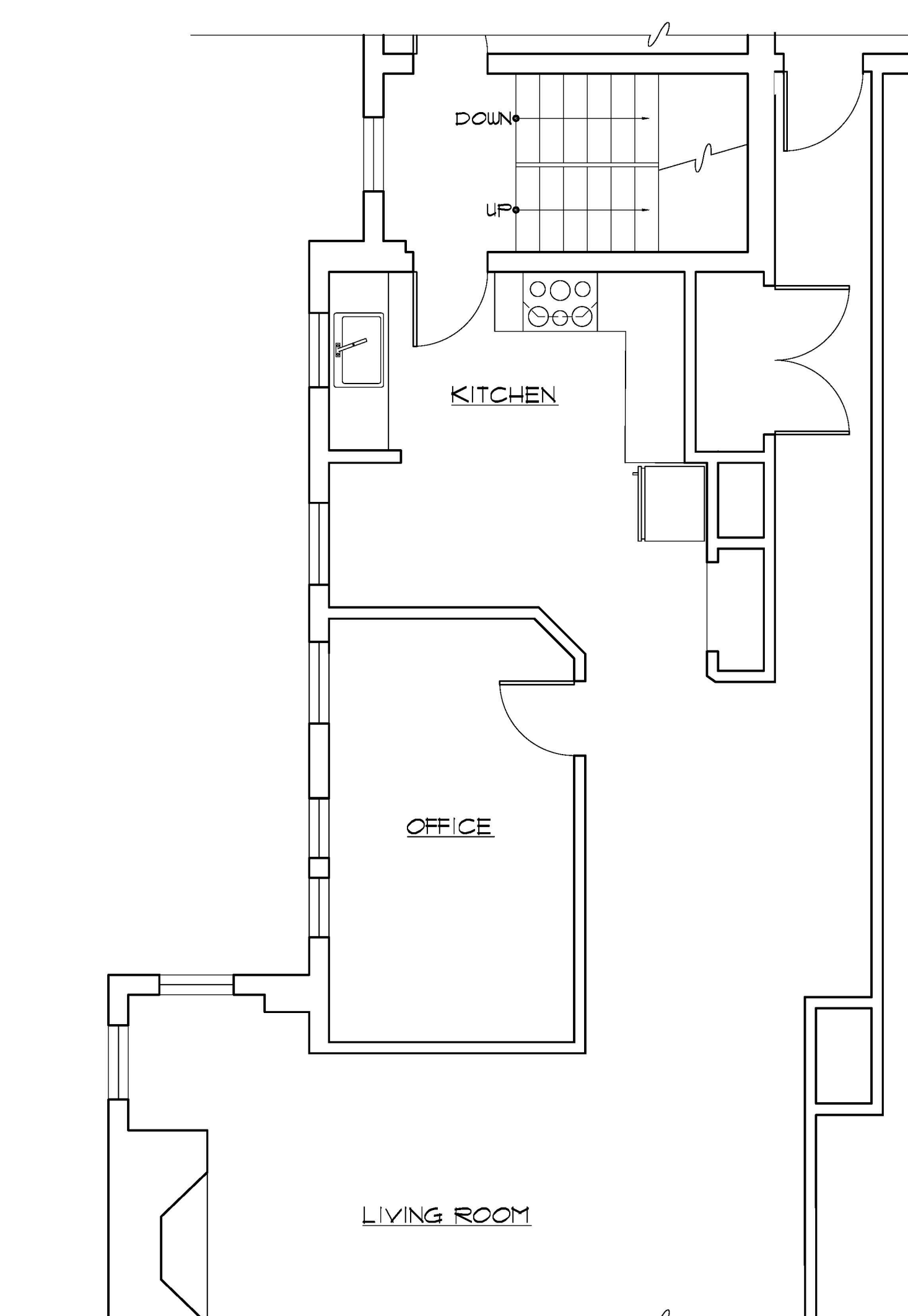
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○ UNIT 36 EXISTING FLOOR PLAN



○ UNIT 36 DEMOLITION PLAN



○ UNIT 36 PROPOSED FLOOR PLAN

INTERIOR RENOVATION  
41 LINNAEAN STREET  
CAMBRIDGE, MA



LAWRENCE  
ENTERPRISES, INC.



MATTHEWLAWRENCEARCHITECT.COM  
MATLAWRENCE131@GMAIL.COM  
1.845.701.2289

EXISTING, PROPOSED & DEMOLITION PLAN

SCALE: 1/4"=1'-0"

7.20.22

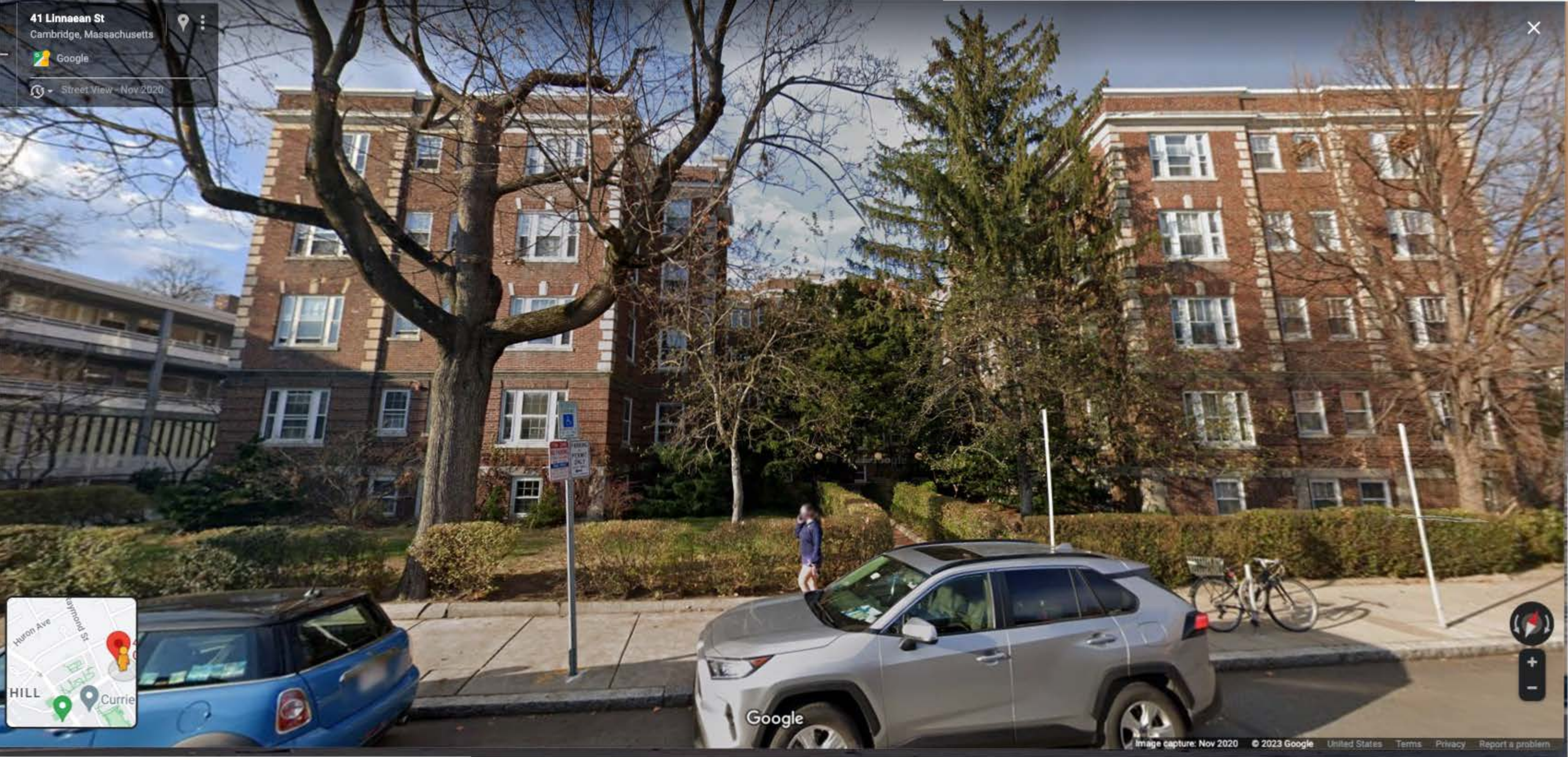
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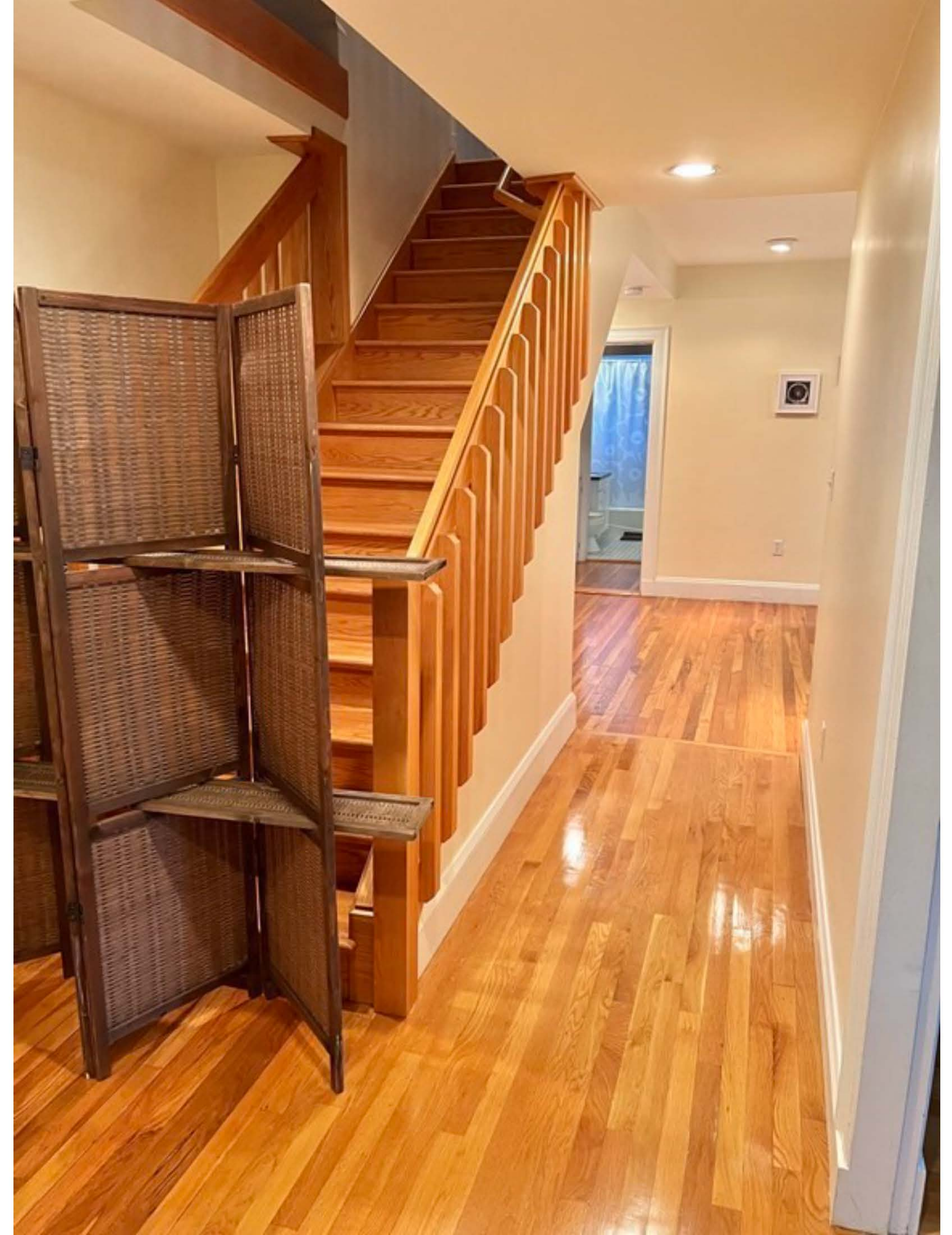
41 Linnaean St  
Cambridge, Massachusetts

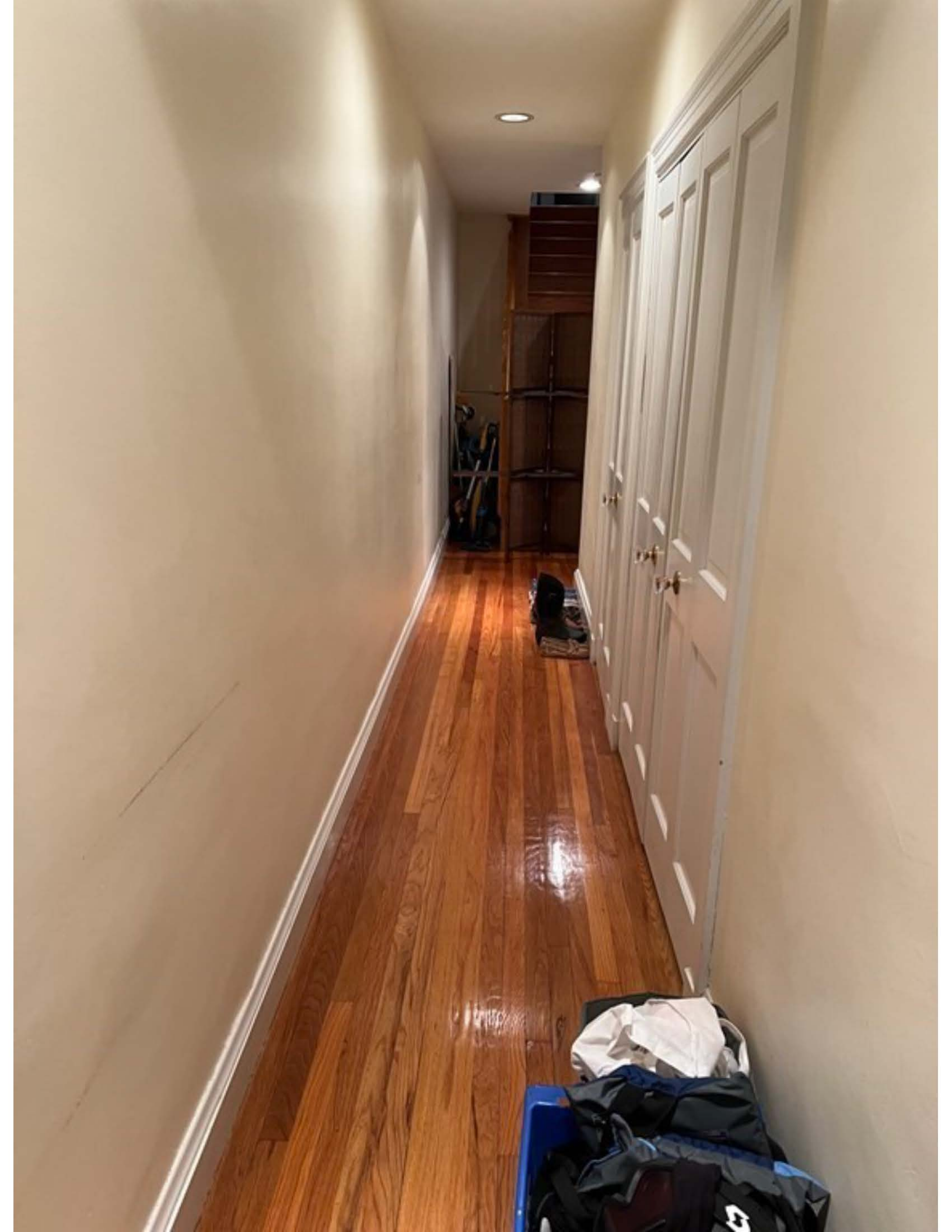
Google

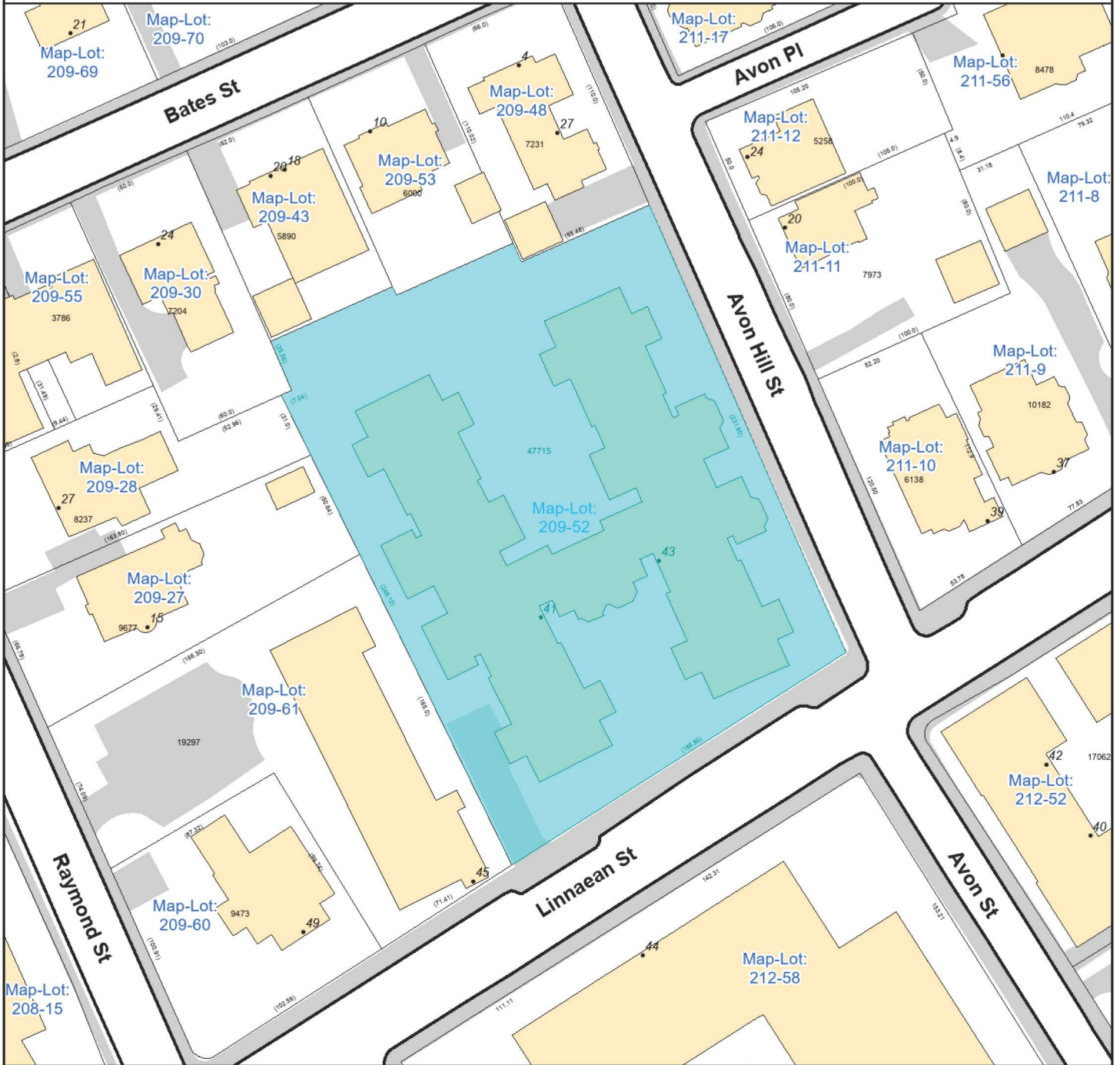
Street View - Nov 2020



Google







City of Cambridge  
Massachusetts

1" = 69 ft

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[www.cambridgema.gov/gis](http://www.cambridgema.gov/gis)

- Address
- Rail
- Building Footprints
- Parcels
- Paved Surfaces
  - Paved Roads
  - Bridges
  - Unpaved Roads
  - Unpaved Parking
  - Sidewalks
  - Driveways
  - Alleys
  - Other Paved Surface
  - Public Footpath



MASTER DEED  
OF THE  
THE PEABODY COURT CONDOMINIUM

ALLOWED

*Maryellen M. Sullivan*  
JUSTICE

Harlow Properties, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 10 Chauncy Street, Cambridge, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant"), being the sole owner of certain premises in Cambridge, Middlesex County, Massachusetts, described in Exhibit A hereto (the "premises"), by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end it hereby declares and provides as follows:

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1. Name

The name of the Condominium shall be:

THE PEABODY COURT CONDOMINIUM

2. Description of the Land

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

3. Description of Buildings

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

4. Description of Units and Unit Boundaries

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

5. Common Areas and Facilities

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

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



(b) The yards, lawns, access ways, walkways, sidewalks, driveways, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants;

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

- (1) The foundations, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between Units and walls between the common areas and the Units;
- (2) The building entrances, entrance halls, stair halls, stairways, heating plant room, electrical equipment room, laundry and storage area, and all improvements thereto, equipment and fixtures therein, and other features and facilities thereof;
- (3) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;
- (4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit; and
- (5) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

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

#### 6. Determination of Percentage Interest in Common Elements

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentage set forth in Exhibit C hereto for such Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

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7. Floor Plans

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

8. Use of Building and Units

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

(a) The Buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families or for no more than two persons unrelated by blood or marriage; and

(b) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. Restrictions on Use of Units

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

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of The Peabody Court Condominium Trust;

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

3-16

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(c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; and

(d) The limitations on use and restrictions set forth in Sections 3 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Peabody Court Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustee, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by such Trustees.

10. Amendments

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

- (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interests in the Common Elements;
- (ii) signed and acknowledged by a majority of the Trustees of the Peabody Court Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Land Registration Office of Middlesex South District Registry of Deeds,

PROVIDED, HOWEVER, that:

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;

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

(c) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

4-10

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

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

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

#### 11. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is The Peabody Court Condominium Trust, a Massachusetts Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The names and addresses of the original and present Trustees thereof are Robert M. Harlow of 10 Chauncy Street, Cambridge, Middlesex County, Massachusetts; William H. Walsh of 954 Cambridge Street, Cambridge, Middlesex County, Massachusetts; and Barbara Henry of 10 Chauncy Street, Cambridge, Middlesex County, Massachusetts. The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

#### 12. Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations of The Peabody Court Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

#### 13. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings,

5-16

610795

or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

14. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings

15. Invalidity

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

16. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17. Captions

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

18. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

6-16

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19. Provisions for the Protection of Mortgagees

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

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:
  - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
  - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
  - (iii) partition or subdivide any Unit; or
  - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

7-10

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- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities other than repair, replacement or reconstruction thereof, except as otherwise provided in paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) A first Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
  - (i) written notification from the Trustees of the Condominium Trust of any default 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 all books and records of the Condominium Trust at all reasonable times;
  - (iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meeting; and
  - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty(30) days or less written notice.

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

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

8-16

610795

IN WITNESS WHEREOF, said Harlow Properties, Inc. has caused this Master Deed to be duly executed, sealed and delivered by its President, Robert M. Harlow, on this 15th day of MAY, 1981

HARLOW PROPERTIES, INC.

BY: Robert M. Harlow, Pres.  
Robert M. Harlow, President

VOL BK 13936 P. 64

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

May 15, 1981

Then personally appeared the above named Robert M. Harlow, President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Harlow Properties, Inc., before me.

Stephen J. Clark  
NOTARY PUBLIC

My Commission Expires: April 23, 1987

9-16



610795

THE PEABODY COURT CONDOMINIUM

EXHIBIT A

A certain parcel of land with the buildings thereon situated in Cambridge, Middlesex County, Massachusetts, presently known as and numbered 41-43 Linnaean Street and described with more particularity as follows:

Easterly by Avon Hill Street, two hundred twenty-one and 60/100 feet;

Southeasterly by Linnaean Street one hundred eighty-six and 80/100 feet;

Westerly by land now or formerly of Jennie H. Bennett and by Lots H and M as shown on plan hereinafter mentioned, two hundred forty-eight and 12/100 feet; and

Northerly by Lots J, I, H and G on said plan, one hundred ninety-four and 46/100 feet.

Said parcel is shown as Lot O on said plan.

All of said boundaries are shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 74, Page 177 with Certificate 11013.

Additionally, said boundaries are shown on a Plan of Land of the Peabody Court Condominium by John F. Hennessey, C.E. of 4 Cyprus Street, Brookline, Massachusetts, which plan is dated May 4, 1981, and recorded herewith.

LAND COURT, BOSTON. The land herein described will be sold at public auction on the 31st day of June, 1981, at 10:00 A.M. at the Court House, Boston, Massachusetts.

1049 K-1  
31

JUN 4 1981

*[Handwritten signature]*

10-10

THE PEABODY COURT CONDOMINIUM

EXHIBIT B

One building comprises the Condominium, which building has two front entrances known as and numbered 41 and 43 Linnaean Street, Cambridge, Massachusetts.

The building consists of a basement and four stories. The outside walls of the building are of masonry, with a brick exterior. The foundation is of concrete and steel columns and beams support the wood frame of the upper floors.

The heating system is oil fired and is of steam and there is a tankless domestic hot water supply system. Plumbing is a mixture of lead, brass and copper.

The electrical system consists of four 100 amp 220 volt services feeding the Units. The sub service to each unit, however, is 50 amp 110 volts.

610795

11-16

610795

THE PEABODY COURT CONDOMINIUM  
41-43 LINNAEAN STREET  
CAMBRIDGE, MASSACHUSETTS

EXHIBIT C

41 Linnaean Street

<u>UNIT NUMBER</u>	<u>FLOOR</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE AREA (SQ.FT.)</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
1	first	4	387	1.232
2	"	4	993	1.436
3	"	5	1079	1.560
4	"	5	1079	1.560
5	"	5	996	1.440
6	"	5	1074	1.553
7	"	5	1074	1.553
8	"	3	597	.863
21	second	6	1256	1.860
22	"	5	993	1.471
23	"	5	1079	1.598
24	"	5	1079	1.598
25	"	5	996	1.475
26	"	5	1074	1.590
27	"	5	1074	1.590
28	"	3	597	.834
31	third	6	1256	1.904
32	"	5	993	1.506
33	"	5	1079	1.636
34	"	5	1079	1.636
35	"	5	996	1.510
36	"	5	1074	1.628
37	"	5	1074	1.628
38	"	3	597	.905
41	fourth	6	1256	1.949
42	"	5	993	1.541
43	"	5	1079	1.674
44	"	5	1079	1.674
45	"	5	996	1.545
46	"	5	1074	1.666
47	"	5	1074	1.666
48	"	3	597	.926
1B	basement	5	933	1.158
2B	"	4	903	1.114

12-16

610795

EXHIBIT C CONTINUED43 Linnaean Street

<u>UNIT NUMBER</u>	<u>FLOOR</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE AREA (SQ. FT.)</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
1A	first	4	887	1.282
2A	"	4	993	1.436
3A	"	5	1079	1.560
4A	"	5	1079	1.560
5A	"	5	996	1.440
6A	"	6	1139	1.553
7A	"	5	1074	1.553
8A	"	3	597	.863
21A	second	6	1256	1.860
22A	"	5	993	1.471
23A	"	5	1079	1.598
24A	"	5	1079	1.598
25A	"	5	996	1.475
26A	"	5	1074	1.590
27A	"	5	1074	1.590
28A	"	3	597	.804
31A	third	6	1256	1.904
32A	"	5	993	1.506
33A	"	5	1079	1.636
34A	"	5	1079	1.636
35A	"	5	996	1.510
36A	"	5	1074	1.628
37A	"	5	1074	1.628
38A	"	6	597	.905
41A	fourth	6	1256	1.949
42A	"	5	993	1.541
43A	"	5	1079	1.674
44A	"	5	1079	1.674
45A	"	5	996	1.545
46A	"	5	1074	1.666
47A	"	5	1074	1.666
48A	"	3	597	.926
3B	basement	4	903	1.114

13-10

EXHIBIT C CONTINUED

Common Area Access

Each Unit on floors 1,2,3 and 4 of both 41 and 43 Linnaean Street, has immediate access to a common area hallway on the respective floor in which the Unit is located. Each floor at both 41 and 43 Linnaean Street has a common area front stairway and four common area rear stairways as shown on the Condominium Plans recorded herewith.

Each Unit located in the basement has common area access to a common area hallway and thence to ten (10) common area stairways leading to the first floor of the Condominium, and to six (6) basement doors leading to steps to the common area yard.

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14-14

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EXHIBIT C CONTINUED

The Unit dimensions shown on the Plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

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

- (1) Floors: the plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab.
- (2) Ceilings: the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (3) Interior Building Walls between Units and between Units and Common Areas: the plane of the surface of the wall furrings or studs, or the plane of the surface facing such unit of the masonry or cement when masonry or cement is the finished material.
- (4) Doors and Windows: the plane of the exterior surface of doors, the exterior surface of window glass and the interior surface of the window frames.
- (5) Exterior Building Walls: the plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.

15-110

610795

DOCUMENT NO. 610795

16-16

SO. MIDDLESEX COUNTY COURT  
 REGISTRY DISTRICT  
 RECEIVED FOR REGISTRATION

AT 10 H. 57 M. A M.

JUN 12 1981

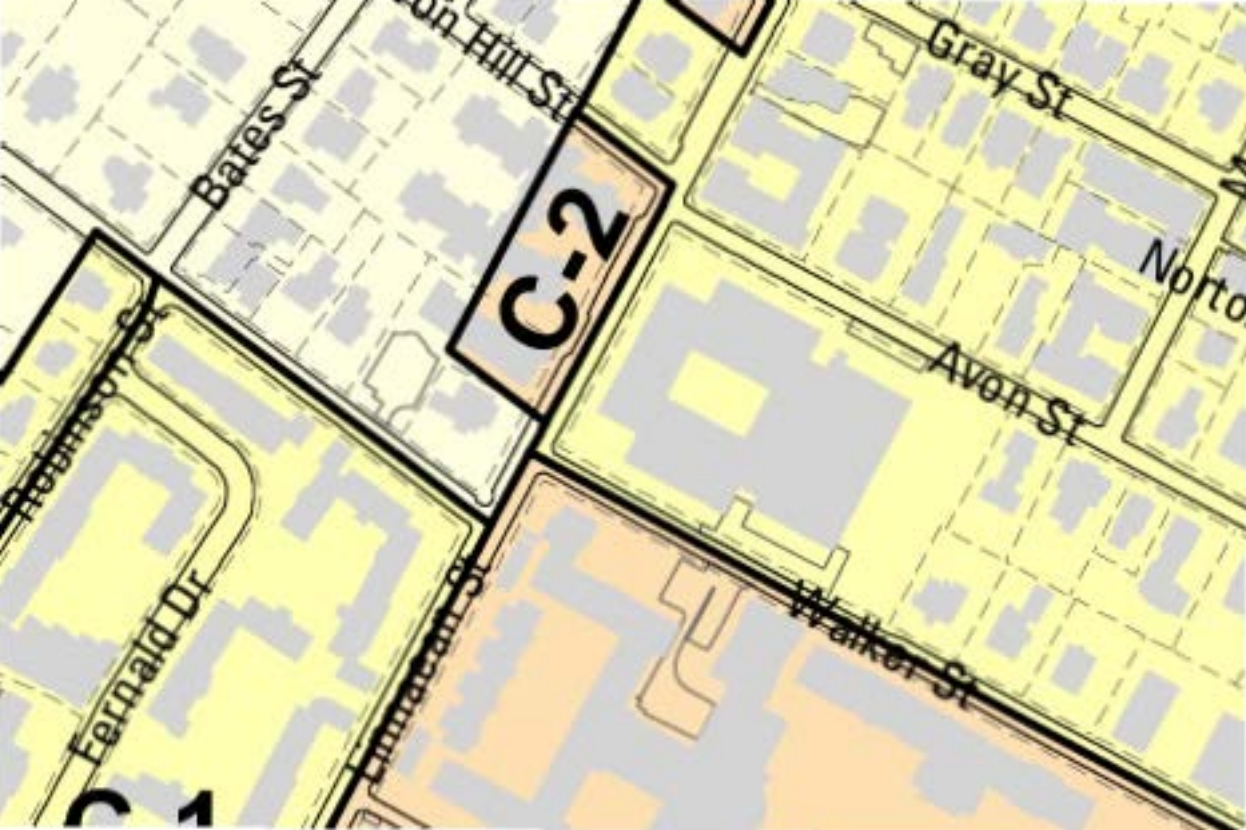
NOTED ON CERT. NO. 45155

REG. BK. 302 PAGE 389

CLERK G JOHN F. ZAMPARELLI  
 ASSISTANT CLERK

REGISTERED CERTIFICATE OF TITLE NO. 11  
 AND TRANSMITTED FILE  
 REGISTRY DISTRICT C-12 PAGE 8  
 FILE NO. C-53

A. V. IV  
① P. V. 20. IV  
4.5. IV



Bates St

Hill St

Gray St

Norton St

Avon St

C-2

Walker St

Main St

Fernald Dr

Frederick St





41 Linnaean St. #36

195  
Petitioner

209-52  
HENNESSEY, JOHN R. &  
BRUCE G. KENNAWAY, TRUSTEES  
41 LINNAEAN ST., #2  
CAMBRIDGE, MA 02138

209-52  
41 LINNAEAN STREET, LLC  
73 HANCOCK ST  
LEXINGTON, MA 02420

TRIOLOGY LAW LLC  
C/O SARAH LIKE RHATIGAN, ESQ.  
12 MARSHALL STREET  
BOSTON, MA 02108

209-52  
NI, YUANYUAN,  
TRUSTEE THE LHR TRUST  
4 FIELDSTONE DR.  
WESTFORD, MA 01886

209-52  
BARNARD-BIDERMANN, ISABEL  
200 CENTRAL PARK SOUTH, APT F  
NEW YORK, NY 10019

209-52  
FIRCHOW PAMINA  
41 LINNAEAN ST UNIT 36  
CAMBRIDGE, MA 02138

209-52  
QUINN, DANA  
41 LINNAEAN ST., #2B  
CAMBRIDGE, MA 02138

209-52  
LANE, CHRISTINE  
41 LINNAEAN ST., UNIT #37  
CAMBRIDGE, MA 02138

209-52  
FOGELSON, ROBERT M.  
41 LINNAEAN ST  
CAMBRIDGE, MA 02138

209-52  
FERGUSON, SCOTT E. & CHRISTINA N. DAVILA  
6 HARVESTWOOD LANE  
NORTH EASTON, MA 02356

209-52  
FLYNN, EVELYN A.  
43 LINNAEAN ST., #4A  
CAMBRIDGE, MA 02138

209-52  
FUNK, PAUL  
C/O BRAVER WEALTH MANAGEMENT, LLC.  
ATTN: JUDY LUDWIG  
85 WELLS AVE #109  
NEWTON, MA 02459

209-52  
CIERI, MARIE TR. OF MARIE E. CIERI TRUST  
43 LINNAEAN ST. UNIT#25A  
CAMBRIDGE, MA 02138

209-52  
ADLER, ANTHONY ETHAN ANGELES  
TRS OF THE JUDITH ELENA ADLER REV.  
SOCIOLOGY DEPT  
MEMORIAL UNIVERSITY  
ST JOHN'S, NL AIC, - 557

209-52  
COHEN, DAVID  
43 LINNAEAN ST  
CAMBRIDGE, MA 02138

209-52  
EUBANKS, CLINTON F., JR. &  
NICHOLAS A. DEUTSCH  
43 LINNAEAN ST., #42A  
CAMBRIDGE, MA 02138

209-55  
O'REILLY, JR., WILLIAM & ELIZABETH C. ROSS  
32 BATES ST  
CAMBRIDGE, MA 02140

209-48  
WESLEY FOUNDATION IN CAMBRIDGE, THE  
1555 MASS. AVE.  
CAMBRIDGE, MA 02138-2997

209-52  
ROBINSON, CLIFFORD G.,  
TRS THE CLIFF ROBINSON LIV TR  
41 LINNAEAN ST., #6  
CAMBRIDGE, MA 02138

209-52  
KREUTZER, ANDREAS K. & PAULA E. KREUTZER  
41 LINNAEAN ST. UNIT#23  
CAMBRIDGE, MA 02139

209-52  
WEINSTEIN, ALEXANDRA  
41 LINNAEAN ST., #31  
CAMBRIDGE, MA 02138-1541

209-52  
SCHECHTER, PAUL  
41 LINNAEAN ST., #33  
CAMBRIDGE, MA 02138

209-52  
FEENBERG, DANIEL  
67 HIGHLAND  
CAMBRIDGE, MA 02139

209-52  
PARKER, L. ALLEN & LENORE S. PARKER  
43 LINNAEAN ST., #27A  
CAMBRIDGE, MA 02138-1544

209-52  
GOTOWKA, ERIN  
43 LINNAEAN ST  
CAMBRIDGE, MA 02138

209-52  
CAZENAVE, ODILE  
43 LINNAEAN ST. UNIT#33A  
CAMBRIDGE, MA 02138

209-52  
HANSON, MARK P. & ELENA F. HANSON  
43 LINNAEAN ST #36A  
CAMBRIDGE, MA 02138

209-52  
WANG, ZI HUI  
43 LINNAEAN ST., #45A  
CAMBRIDGE, MA 02138

209-62  
BRACHER, STEFAN ANDREAS &  
KATARINA MARKOVIC  
34 BATES ST  
CAMBRIDGE, MA 02140

211-17  
BURNS, MARY  
1 AVON PLACE. UNIT B  
CAMBRIDGE, MA 02138

209-43  
O'CONNOR, DAVID C. & LILLIAN JEN  
18 BATES  
CAMBRIDGE, MA 02140-3612

209-52  
KESSLER, MARC JOSEPH &  
SUSAN ELISABETH OSGOOD  
41 LINNAEAN ST. UNIT#21  
CAMBRIDGE, MA 02138

209-52  
HOLLORAN, PETER & KATHRYN E. BEERS  
41 LINNAEAN ST. UNIT#22  
CAMBRIDGE, MA 02138

209-52  
EVANS, KATHERINE  
41 LINNAEAN ST., #42  
CAMBRIDGE, MA 02138

209-52  
WEINSTEIN, ALEXANDRA  
41 LINNAEAN ST., #48  
CAMBRIDGE, MA 02138

209-52  
THACKSTON, WHEELER M., JR.  
43 LINNAEAN ST., #26A  
CAMBRIDGE, MA 02138

209-52  
WALKER, HELEN  
43 LINNAEAN ST., #44A  
CAMBRIDGE, MA 02138-2339

209-52  
HRAFNKELSSON, HANNES &  
HOLMFRIDUR HANNESDOTTIR  
43 LINNAEAN ST., #46A  
CAMBRIDGE, MA 02138

209-61  
CAMBRIDGE HOUSING AUTHORITY  
675 MASSACHUSETTS AVE  
CAMBRIDGE, MA 02139

211-11  
COREY, ELIAS J. & CLAIRE I. COREY  
20 AVON HILL  
CAMBRIDGE, MA 02140-3608

211-12  
COGAN, ROBERT D. & POZZI ESCOT,  
TRS. OF 24 AVON HILL REALTY TRUST.  
24 AVON HILL ST  
CAMBRIDGE, MA 02140

212-52  
MILLER, MARGO M.  
36 LINNAEAN ST., #36-8  
CAMBRIDGE, MA 02138

212-52  
GILDEA, CAROL A.  
36 HUBBARD RD  
WESTON, MA 02493

212-52  
BLACK, SUZANNA  
38 LINNAEAN ST., #4  
CAMBRIDGE, MA 02138-1606

212-52  
VOSNIADOU, STYLIANI  
73 VASILISSIS SOPHIAS AVE  
ATHENS,GREECE  
--, -- 11521

212-52  
CAMPBELL, MARY BAINE  
36 LINNAEAN ST., UNIT #9  
CAMBRIDGE, MA 02138

212-52  
KLINE-SCHODER, ADAM  
36 LINNAEAN ST., #36/11  
CAMBRIDGE, MA 02138

212-52  
KEE, JUDITH  
36 LINNAEAN STREET.  
UNIT #36/12  
CAMBRIDGE, MA 02138

212-52  
LIVSHITS, MIKHAIL &  
CITY OF CAMBRIDGE TAX TITLE  
36 LINNAEAN ST. #14  
CAMBRIDGE, MA 02138-1536

212-52  
BOOLOS, PETER D.  
36 LINNAEAN STREET, #36/6  
CAMBRIDGE, MA 02138

212-52  
DOEBELE, WILLIAM L.  
C/O OXFORD ST. REALTY  
1644 MASS AVE.  
CAMBRIDGE, MA 02138

212-52  
HESSION, JUDITH  
40 LINNAEAN ST., #8  
CAMBRIDGE, MA 02138-1538

212-52  
PESTRONK, MAXINE  
40 LINNAEAN ST., #9  
CAMBRIDGE, MA 02138-1538

212-52  
RIVERA, EDUARDO & ELIZABETH RIVERA  
2920 BLOOMFIELD SHORE DRIVE  
WEST BLOOMFIELD, MI 48323

209-52  
HASSON, NATHAN S.  
41 LINNAEAN ST., #7  
CAMBRIDGE, MA 02138-3423

212-52  
FULLUM, VALERIE A.  
42 LINNAEAN ST., #7  
CAMBRIDGE, MA 02138

212-52  
WILSON, RACHEL C.  
38 LINNAEAN ST 38/11  
CAMBRIDGE, MA 02138

212-52  
WEINSTOCK, MARTIN  
38-12A LINNAEAN ST  
CAMBRIDGE, MA 02138-1613

212-52  
BEVERIDGE, MARY ELLEN,  
TRS THE 40 LINNEAN STREET REALTY TR  
40 LINNAEAN ST., #11  
CAMBRIDGE, MA 02138

212-52  
CONNOLLY, JUDITH A., TR. OF DBC TRUST  
40-15 LINNAEAN STREET UNIT #40-15  
CAMBRIDGE, MA 02138-1635

212-52  
KELLEY, LAURA A.  
42 LINNAEAN ST., #12  
CAMBRIDGE, MA 02138

212-52  
CHOLEWICKI, VICTOR  
3503 T ST. NW  
WASHINGTON, DC 20007

212-52  
GREENE, CHARLES  
40 LINNAEAN ST  
CAMBRIDGE, MA 02138-1538

212-52  
MARTHA C. MCLAUGHLIN LLC  
60 LOWER HAMPDEN ROAD  
MONSON, MA 01057

212-52  
COHEN, AVA - ROBIN  
42 LINNAEAN UNIT #11  
CAMBRIDGE, MA 02138-1539

212-52  
CHRISTMAS, FRANK X. & ROGERIA CHRISTMAS  
18 DARTMOUTH ST  
BRISTOL, RI 02809

212-52  
STEINHARDT, CHARLES  
36 LINNAEAN ST. UNIT#36/1  
CAMBRIDGE, MA 02138-1536

212-52  
LIU, XI  
36 LINNAEAN ST., #5  
CAMBRIDGE, MA 02138

212-52  
CAMPBELL, MARY BAINE  
36 LINNAEAN ST., UNIT #9  
CAMBRIDGE, MA 02138

212-52  
THE EDEN GROUP, LLC  
60 CHESTNUT STREET  
CHARLESTOWN, MA 02129

212-52  
BRODE, DAVID  
40 LINNAEAN ST., #40-5  
CAMBRIDGE, MA 02138-1621

212-52  
SIRKO, STEVEN P. & NATALIE A. SIRKO  
30 LAMPLIGHTERS COURT  
FAIRFIELD, OH 45014

212-52  
BERMAN, ROBERT  
42 LINNAEAN ST., #1  
CAMBRIDGE, MA 02138

212-52  
TSAI, HSING-CHEN  
42 LINNAEAN ST., #42/3  
CAMBRIDGE, MA 02139

212-52  
RYAN, WILLIAM & PATRICIA A. BUTTON  
34 BALLOU ST  
QUINCY, MA 02169

212-52  
JACOBSON, LISA, TR. OF HAVEN REALTY TRUST  
36 LINNAEAN ST., #36-12A  
CAMBRIDGE, MA 02138

212-52  
WEENE, LAWRENCE M. & KELLY-ANN WEENE  
38 LINNAEAN ST., UNIT #10  
CAMBRIDGE, MA 02138

212-52  
LANDESBURG, ELYSE & CITY OF CAMBRIDGE TAX  
TITLE  
9 ALEWIFE RD  
WATERFORD, CT 06385

212-52  
GILLIGAN, EMMA  
40 LINNAEAN ST UNIT14  
CAMBRIDGE, MA 02138-1614

209-27  
ELMER, DAVID F. & BONNIE M. TALBERT  
15 RAYMOND ST  
CAMBRIDGE, MA 02140

209-28  
MANSFIELD, HARVEY C. TRUSTEE OF HARVEY C.  
MANSFIELD REVOCABLE TRUST.  
27 RAYMOND ST  
CAMBRIDGE, MA 02140-3621

209-30  
LHOWE, LAUREL C. & DAVID W. LHOWE  
24 BATES ST  
CAMBRIDGE, MA 02140-3612

209-52  
WOOLSEY, ANNIE & HENRY WOOLSEY  
41 LINNAEAN STREET #3  
CAMBRIDGE, MA 02138

209-52  
KISEN, YAN  
41 LINNAEAN ST., #8  
CAMBRIDGE, MA 02138

209-52  
HARRIS, WILLIAM, MARY L SHOEMAKER ET AL  
TRS. THE PEABODY COURT CONDOMINIUM TR.  
C/O RENZI BULGER GROUP  
PO BOX 750057  
ARLINGTON, MA 02475

209-52  
MOCKOVAK, HOLLY E.  
41 LINNAEAN ST., #24  
CAMBRIDGE, MA 02138-1541

209-52  
PRIBELL, HEIDI  
41-43 LINNAEAN ST., #32  
CAMBRIDGE, MA 02138-1541

209-52  
LEE, BRIAN K. & CHRISTA M. LEE  
TRUSTEE, THE LEE HOLDING TR  
41 LINNAEAN STREET #35  
CAMBRIDGE, MA 02138

209-52  
REGA REALTY LLC  
41 LINNAEAN ST., #43  
CAMBRIDGE, MA 02138

209-52  
BRADSHAW, MARY ELLEN  
2210 ENCANTO DRIVE, NW  
PHOENIX, AZ 85007

41 Linnaean St. # 36

4 of 5

209-52  
LANE, CAROL M.  
41 LINNAEAN ST. UNIT#45  
CAMBRIDGE, MA 02138-1541

209-52  
WANG, OULU & BRENDAN P. LEHNERT  
43 LINNAEAN ST., #5A  
CAMBRIDGE, MA 02138

209-52  
PEARSON, PATRICIA & MICHAEL R. PEARSON  
43 LINNAEAN ST., #7A  
CAMBRIDGE, MA 02138

209-52  
EPSTEIN, GAIL L.  
41-43 LINNAEAN STREET UNIT #8A  
CAMBRIDGE, MA 02138

209-52  
RAMSEY, FRANCIS W. III & RANDOLPH L. LOWET  
43 LINNAEAN ST #21  
CAMBRIDGE, MA 02138-1640

209-52  
JFS LINNAEAN STREET LLC  
651 OKEECHOBEE BLVD., #603  
WEST PALM BEACH, FL 33401

209-52  
CROTTY, JANICE A.  
43 LINNAEAN ST., UNIT #38A  
CAMBRIDGE, MA 02141

209-52  
HAUSER, CAROL  
43 LINNAEAN ST., UNIT #43A  
CAMBRIDGE, MA 02139

209-52  
TOFT, MONICA & IVAN TOFT  
63 WASHBURN AVE  
CAMBRIDGE, MA 02140

209-53  
WOLFSON, JANE & WILLIAM J. MITCHELL  
10 BATES ST  
CAMBRIDGE, MA 02140-3612

209-60  
VALIMAHOMED, SALIM A. & MAURISSE T. GRAY  
49 LINNAEAN ST  
CAMBRIDGE, MA 02138

209-63  
BANDAR, BAHIJ M. &  
MARJORIE DECKER-BANDAR  
29 RAYMOND ST  
CAMBRIDGE, MA 02140

211-17  
BROWN, JOANN R. & JAMES O. BROWN, JR.  
32 AVON HILL STREET, UNIT A  
CAMBRIDGE, MA 02140-3610

209-52  
REDDINGTON, JOHN P.  
706 BROOK DRIVE  
NEWARK, DE 19713

212-52  
HATHAWAY, PATRICIA A.  
38 LINNAEAN ST., #2  
CAMBRIDGE, MA 02138-1537

212-52  
TRULLI, MARY ANN  
40 LINNAEAN ST., UNIT #40/4  
CAMBRIDGE, MA 02138

212-52  
CAMBRIDGE AFFORDABLE HOUSING CORPORATION  
C/O CAMBRIDGE HOUSING AUTHORITY  
362 GREEN STREET  
CAMBRIDGE, MA 02138

212-52  
RICHARDSON, ASHLEY J.  
42 LINNAEAN ST 42/8  
CAMBRIDGE, MA 02138

212-52  
RALSTON, JAMES E.  
36 LINNEAN ST. #15  
CAMBRIDGE, MA 02138

212-52  
MCKEAGE, EMILY B.  
12 EAST 97TH STREET  
NEW YORK, NY 10029

209-48  
WESLEY FOUNDATION IN CAMBRIDGE  
1555 MASS AVE  
CAMBRIDGE, MA 02138

209-52  
BANKS, HELEN M. & MARGRET BANKS  
HEMENWAY & BARNES  
75 STATE ST. 16TH FL  
BOSTON, MA 02109

209-52  
LYNCH, TERESA M.  
43 LINNAEAN ST UNIT 47A  
CAMBRIDGE, MA 02138

212-52  
KAUFMAN SUSAN  
TR SUSAN KAUFMAN 2020 TRUST  
38-15 LINNAEAN ST  
CAMBRIDGE, MA 02138

209-52  
PINTER, STEFAN  
41 LINNAEAN ST UNIT 38  
CAMBRIDGE, MA 02138

212-52  
2 EARHART LLC  
9 SHERBURNE RD  
LEXINGTON, MA 02421

209-52  
GOLD, PATRICIA R.,  
TRUSTEE THE PATRICIA R. GOLD REV TRUST  
41 LINNAEAN ST UNIT 27  
CAMBRIDGE, MA 02138

209-52  
GRIMALDI, DAVID J.  
43 LINNAEAN ST UNIT #32A  
CAMBRIDGE, MA 02138

212-52  
ESFAHANY KOUROS NGUYEN ANHTRAM  
38 LINNAEAN ST - UNIT 7  
CAMBRIDGE, MA 02138

212-52  
JORDAN JEREMIAH WEINER JENNIE MILES  
95 LEXINGTON AVE  
SOMERVILLE, MA 02144

212-52  
WANG SIJUN  
40 LINNAEAN ST - UNIT 40-3  
CAMBRIDGE, MA 02138

209-52  
BENEDETTO ANNETTE C  
TRS ANNETTE C BENEDETTO FAMILY TR  
41 LINNAEAN ST - APT 1  
CAMBRIDGE, MA 02138

209-52  
STERN CAROLE  
41-43 LINNAEAN ST - UNIT 25  
CAMBRIDGE, MA 02138

212-52  
ROSENBERG, LISA  
40 LINNAEAN ST UNIT 10  
CAMBRIDGE, MA 02138

212-52  
LEE, TANYA, T  
RS THE TANAY LEE REV LIVING TR  
38 LINNAEAN ST 38/6  
CAMBRIDGE, MA 02138

212-52  
YU, WANLI  
105 PLEASANT ST., UNIT 1  
ARLINGTON, MA 02476

212-52  
BLELLOCH, ROBERT ANDREW & PAOLA BLELLOCH  
BLELLOCH FAMILY REVOCABLE TR  
42 LINNAEAN ST - UNIT 14  
CAMBRIDGE, MA 02138

212-52  
PS BOSTON CONDOMINIUM LLC  
36 LINNAEAN ST - UNIT 4  
CAMBRIDGE, MA 02138

212-58  
CAMBRIDGE CITY OF SCHOOL DEPT.  
159 THORNDIKE ST  
CAMBRIDGE, MA 02141

209-52  
CELI KAITLYN KIMBERLEY & JOHN SAMUEL  
KIMBERLEY CLACK ET AL  
43 LINNAEAN ST #3B  
CAMBRIDGE, MA 02138

212-52  
AKAR REALTY ENTERPRISES LLC  
1 HILLSIDE PL  
CAMBRIDGE, MA 02140

209-52  
STONEMAN WILLIAM P & DAVID A SHAPERO TRS  
SHAPERO STONEMAN REALTY TR  
41 LINNAEAN ST - UNIT 34  
CAMBRIDGE, MA 02138

212-52  
KIM, JEONGHO M. & ANA LAKO  
38 LINNAEAN ST UNIT 5  
CAMBRIDGE, MA 02138

212-52  
NG, CHONG KEAT & YI XE THNG  
6 LIBERTY SQ #2183  
BOSTON, MA 02109

212-52  
FIRST CAPITAL LLC  
550 WASHINGTON ST  
APARTMENT 202  
BRAintree, MA 02184

209-52  
COBB, DARIEL L & NICHOLAS M STOUTT  
246 BRATTLE STREET - APT 42  
CAMBRIDGE, MA 02138

209-52  
GLENNON, OLIVIA R  
43 LINNAEAN ST - UNIT 35A  
CAMBRIDGE, MA 02138

112-58  
CITY OF CAMBRIDGE  
C/O YI-AN HUANG  
CITY MANAGER

212-52  
LI LEI MICHELLE SONG  
36 LINNAEAN ST - UNIT 2  
CAMBRIDGE, MA 02138

209-52  
ZHAO LAIYI WANG STEVE X  
43 LINNAEAN ST - UNIT #22A  
CAMBRIDGE, MA 02138

211-10  
ROWE, MARY P. ROBERT A. FEIN  
39 LINNAEAN ST  
CAMBRIDGE, MA 02138

212-52  
RAPHAEL, TATYANA G.  
3 LEONARD AVE., UNIT 3  
CAMBRIDGE, MA 02139

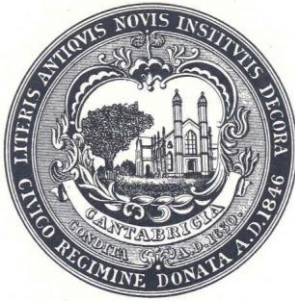
209-52  
FRANK JARED D & KRISTA MILEVA-FRANK  
41-43 LINNAEAN ST - UNIT 31A  
CAMBRIDGE, MA 02138

209-52  
MILLER, JEANNETTE ELENORA  
41 LINNAEAN ST - UNIT 4  
CAMBRIDGE, MA 02138

212-52  
SHARIFF, NUSRAT & REHAN ABBAS KHAN  
300 ALLSTON ST - UNIT #113  
BOSTON, MA 02135

209-52  
MONY, EMILE & JOSHUA E BONATT  
43 LINNAEAN ST - UNIT 41A  
CAMBRIDGE, MA 02138

112-58  
CITY OF CAMBRIDGE  
C/O NANCY GLOWA  
CITY SOLICITOR



# Avon Hill Neighborhood Conservation District Commission

831 Massachusetts Avenue, 2<sup>nd</sup> Fl., Cambridge, Massachusetts 02139  
Telephone: 617 349 4683 Fax: 617 349 3116 TTY: 617 349 6112  
E-mail: histncds@cambridgema.gov  
URL: <http://www.cambridgema.gov/Historic/avonhillhome.html>

Constantin von Wentzel, *Chair*; Mark Golberg, *Vice Chair*  
McKelden Smith, Freweyni Gebrehiwet, Heli Meltsner, *Members*  
Levin Campbell, Theresa Hamacher, *Alternates*

## CERTIFICATE OF NON-APPLICABILITY

Property: 41 Linnaean Street, unit 36

Applicant: Sarah Rhatigan

The Avon Hill 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:

Interior alterations only.

ISD Record #208345

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: AH-777

Date of Certificate: January 24, 2023

Attest: A true and correct copy of decision filed with the offices of the City Clerk and the Cambridge Historical Commission on January 24, 2023.

By Constantin von Wentzel/aac, Chair

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

Date \_\_\_\_\_ City Clerk: \_\_\_\_\_













46





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46



47