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**MASTER DEED  
OF  
ROBINWOOD KNOLL CONDOMINIUM**

We, Michael J. Tack and Jeffrey A. Cohen, as we are trustees of Silver Lake Trust under a declaration of trust dated February 5, 1982, recorded with Suffolk Deeds in Book 9908, page 038, being the owners of the land with the buildings thereon located at 48 Robinwood Avenue, Boston (Jamaica Plain), Suffolk County, Massachusetts 02130, described below, hereby, by duly executing and recording this Master Deed of Lakeville Place Condominium, submits the land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto to the provisions of G.L. c. 183A and proposes to create, and hereby creates with respect to the land, the buildings and improvements, a condominium to be known as Robinwood Knoll Condominium.

**1. NAME OF THE CONDOMINIUM**

The name of the condominium is Robinwood Knoll Condominium. An organization through which the unit owners will manage and regulate the Condominium has been established bearing the name of Robinwood Knoll Condominium Trust under a declaration of trust to be recorded herewith. The original trustees are Michael J. Tack and Jeffrey A. Cohen, both of Brookline, Norfolk County, Massachusetts. The trustees have enacted By-Laws pursuant to G.L. c. 183A to be recorded herewith.

**2. DESCRIPTION OF LAND**

The land with the buildings thereon having an address of 48 Robinwood Avenue, Boston (Jamaica Plain), Massachusetts 02130, shown as Lot G on a plan entitled, "Plan of Land in Jamaica Plain," dated July 6, 1925, by Bates and Chellman, Engineers, recorded with Suffolk Deeds in Book 4708, page 526, bounded and described as follows:

NORTHEASTERLY by Robinwood Avenue by two lines measuring 40.65 and 39 feet respectively;

EASTERLY by Lot F on said plan, 110.14 feet;

SOUTHWESTERLY by land of owners unknown 100 feet; and

NORTHWESTERLY by land of owners unknown 76.5 feet.

Containing 8,107 square feet of land, according to said plan.

For grantors' title see deed of Dorothy P. Trefler dated February 5, 1982, recorded with Suffolk Deeds in Book 9908, page 041.

**3. DESCRIPTION OF THE BUILDING**

The building located on the land at 48 Robinwood Avenue is built of steel frame construction with brick exterior, stone and brick foundations and a tar and gravel roof.

UD  
26951  
207

UD  
24891  
259

The Condominium building consists of three stories and a basement containing fourteen dwelling condominium units.

4. DESCRIPTION OF THE UNITS

Unit W-1	565 square feet; basement;	Bedroom, livingroom, kitchen and bath;
Unit W-2	548 square feet; basement	Bedroom, livingroom, kitchen and bath;
Unit 1	619 square feet; first floor	Two bedrooms, livingroom, kitchen and bath;
Unit 2	423 square feet; first floor	Bedroom, livingroom, kitchen and bath;
Unit 3	521 square feet; first floor	Bedroom, livingroom, kitchen and bath;
Unit 4	441 square feet; first floor	Bedroom, livingroom, kitchen and bath;
Unit 5	619 square feet; second floor	Two bedrooms, livingroom, kitchen and bath;
Unit 6	532 square feet; second floor	Bedroom, livingroom, kitchen and bath;
Unit 7	521 square feet; second floor	Bedroom, livingroom, kitchen and bath;
Unit 8	441 square feet; second floor	Bedroom, livingroom, kitchen and bath;
Unit 9	618 square feet; third floor	Two bedrooms, livingroom, kitchen and bath;
Unit 10	532 square feet; third floor	Bedroom, livingroom, kitchen and bath;
Unit 11	521 square feet; third floor	Bedroom, livingroom, kitchen and bath;
Unit 12	441 square feet; third floor	Bedroom, livingroom, kitchen and bath;

Recorded with this Master Deed is a site plan entitled "Site Plan, Robinwood Knoll Condominium" dated March 25, 1982, by Selwyn & Kirwin Associates, together with a set of plans of the building at 48 Robinwood Avenue entitled "Robinwood Knoll Condominium" showing layout, location, unit numbers and dimensions of Units W-1,

W-2, and Units 1-12. The plans bear the verified statement of Donald H. Cohen, Registered Architect, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the units as built.

Each unit has immediate access to a stairhall and to a front exit at the street level at 48 Robinwood Avenue. The boundaries of each of the units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (a) Floors: the plane of the upper surface of the subflooring.
- (b) Ceilings: the plane of the lower surface of the ceiling joists.
- (c) Walls: the plane of the interior surface of wall studs facing the unit; or where there are no wall studs, the plane of the interior surface of the masonry walls.
- (d) Doors: the plane of the exterior surface of the doors.
- (e) Windows: the interior frame of the window and the exterior surface of glass.

The percentage of each unit in the common areas and facilities of the Condominium is as follows:

Unit W-1	4.24%
Unit W-2	4.24
Unit 1	7.64
Unit 2	6.59
Unit 3	7.53
Unit 4	6.71
Unit 5	8.46
Unit 6	8.24
Unit 7	7.76
Unit 8	6.82
Unit 9	8.47
Unit 10	8.24
Unit 11	8.00
Unit 12	7.06

##### 5. DESCRIPTION OF THE COMMON AREAS AND FACILITIES

The common areas and facilities of Robinwood Knoll Condominium shall include such areas and items as are listed in G.L. c. 183A, s. 1. Insofar as applicable and without limiting the generality of the foregoing, the common areas and facilities shall include all areas and facilities of the Condominium as are not within a unit of the Condominium and all utility lines, mains, pipes and wires contained within the common areas and/or within any unit except those, however, which serve an individual unit exclusively, and are located within the boundaries of such individual unit. Without limiting the generality of the foregoing, stairways, and passageways, boiler room, roof and basement storage areas as shown on said plan shall be part of the common areas.

## 6. USE OF THE BUILDING AND UNITS

The units in the building are to be used only as dwelling units.

All of the units have the benefit of the right to use the common areas and other facilities in common with others entitled thereto, except with respect to those common areas and facilities the use of which has been limited to a particular unit by the terms of this Master Deed.

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) repair to the common areas and facilities by or with the consent of the trustees, or (c) repair or restoration of the building or a unit after damage by fire or other casualty, or (d) as the result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachments and for the maintenance of the same so long as the buildings stands.

There is appurtenant to each unit an easement in common with the others to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities located in any of the other units and serving his unit. Each unit is subject to an easement in favor of the other units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities serving each unit.

There is located at the front of the building four easement areas shown as P-1, P-2, P-3 and P-4 on the site plan recorded with this Master Deed. The Grantor reserves the right to assign to any unit owner(s) the exclusive right to use said easements areas which shall be appurtenant to the Unit to which it is conveyed, shall run with the land and shall be conveyed by such unit owner(s) only with the Unit to which it appertains. In the event that any easement areas are not conveyed or transferred by the Grantor as herein provided to unit owners, after the conveyance of the last Unit owned by the Grantor, the rights in any such easement areas shall thereafter vest in the Trust without the necessity of any assignment or other act or deed on the part of the Grantor. The Trustee shall have the right if the rights to any such easement areas shall vest in him pursuant to the terms hereof, to grant leases or exclusive rights and easements to use such easement areas.

There is located on the roof of the building 10 easement areas shown as R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9 and Area Reserved for Common Roof Deck on the Roof Plan recorded with this Master Deed. The Grantor reserves the right to assign to any unit owner(s) the exclusive right to construct and use a roof deck within said easement areas R-1 through R-9 which shall be appurtenant to the Unit to which it is conveyed, shall run with the land and shall be conveyed by such unit owner(s) only with the Unit to which it appertains; provided however, that any roof deck

- (a) shall be consistent in style, design, materials and workmanship with any the common roof deck;
- (b) shall be constructed in a good and workmanlike manner pursuant to a duly authorized Building Permit of the Building Department of the City of Boston; and

- (c) shall be constructed from plans approved by the trustees of Robinwood Knoll Condominium Trust.

There is appurtenant to each unit the exclusive use of the numbered basement room shown on the basement plan to be recorded herewith.

#### 7. AMENDMENT OF THIS MASTER DEED

This Master Deed may be amended from time to time by a written instrument executed by (i) unit owners holding in the aggregate 75% in interest of the undivided ownership of the common areas and facilities, (ii) together with the assent of the holder or holders of every outstanding mortgage of record of each unit. Any instrument amending this Master Deed must be recorded to have effect, provided, however, that:

- (a) The date on which any such instrument is first signed by an owner of a Unit shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same or a certificate, signed and acknowledged by said Trustee attesting to the foregoing, has been so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions of any unit or affects the use of the Unit or the exclusive use of a portion of the Common Areas and Facilities reserved to a Unit hereunder shall be of any force or effect unless the same has been signed by the owner of the Unit affected.
- (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 the owners of all the Units and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record or would disqualify it for sale to Federal Home Loan Mortgage Corporation or 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 or holders thereof; and
- (e) No instrument or 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 shall be of any force or effect.

#### 8. 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 provision had never been included herein.

