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**MASTER DEED
OF THE
182 MAPLEWOOD STREET CONDOMINIUM**

Adrienne Rau and Olend Kondakciu (hereinafter referred to as the "Declarant"), being the sole owner of land located at 182 Maplewood Street, Watertown, Massachusetts, described in Section 2 below, by duly executing and recording this Master Deed, does hereby submit said land, together with the building and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter collectively referred to as the "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as amended ("Chapter 183A") and proposes to create, and does hereby create a condominium with respect to said Premises, to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name of Condominium. The name of the Condominium shall be "182 MAPLEWOOD STREET CONDOMINIUM" (hereinafter referred to as the "Condominium").
2. Description of Land. The Condominium shall consist of the land with the buildings and improvements thereon located at 182 Maplewood Street, Watertown, Massachusetts, more particularly described in Exhibit A, attached hereto and incorporated herein.
3. Trust. The organization through which the Unit Owners (the "Unit Owners") will manage and regulate the Condominium established hereby is the "182 MAPLEWOOD STREET CONDOMINIUM TRUST" under a Declaration of Trust of even date to be recorded herewith (hereinafter referred to as the "Trust" or the "Condominium Trust").

Said Declaration of Trust establishes an organization of which all Unit Owners shall be members, and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Elements (as defined in Section 7) to which they are entitled hereunder. The name and address of the original and present Trustee of the Condominium Trust (hereinafter referred to as the "Trustee" or the "Condominium Trustee") is:

Adrienne Rau and Olend Kondakciu
182 MAPLEWOOD STREET CONDOMINIUM TRUST
182 Maplewood Street
Watertown, MA 02472

Said Trustee has enacted By-Laws (hereinafter referred to as the "By-Laws") which are set forth in Article V of the Declaration of Trust, pursuant to and in accordance with Chapter 183A.

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4. Description of the Building. There is on the land hereinabove described one (1) building (hereinafter collectively referred to as the "Building"), containing two (2) residential Units (hereinafter referred to collectively as the "Units," and each individually as a "Unit"), **and the garage (the "Garage")**. The Building is comprised of three (3) stories and a basement. The Garage is one (1) story. The Building is constructed of wood frame on fieldstone foundation. The Garage is constructed of wood frame with a stucco exterior with no foundation. Both are located on a public way.

5. Description of the Units. The approximate area of the Units as well as their proportionate interests in the Common Areas and Facilities are set forth in Exhibit B attached hereto and incorporated herein. The Units are further depicted on the Floor Plans (as defined in Section 9 below) recorded herewith.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within his Unit, subject always to the provisions of Section 14 hereof.

6. Boundaries of Units. The boundaries of each of the Units with respect to the walls, floors, ceilings, doors and windows thereof are as follows:

(a) Interior Building Walls: The plane of the interior surface of the wall studs or strapping, as the case may be, facing such Unit;

(b) Exterior Building Walls: The plane of the interior surface of the wall studs or strapping, as the case may be, facing the Common area;

(c) Floors: The plane of the uppermost surface of the sub-flooring;

(d) Ceilings: The plane of the lower surface of the ceiling joists except with respect to the top floor of each Unit, the lower surface of the roof rafters;

(e) Windows and Doors: The exterior surface of windows (including all glass planes), the exterior surface of all doors, including sliding glass doors and skylights, which open from or are a part of a Unit, and those portions of the window and door frames appurtenant to such windows and doors but located beyond the boundaries of the Unit. Routine repair and maintenance of the exterior of these surfaces shall be the responsibility of the individual Unit Owner. The responsibility, however, to repair and maintain these exterior surfaces in a manner that is more than routine (for example, replacing an exterior door frame) shall be that of the Condominium Trust, unless such repair or maintenance is as a result of a Unit Owner's negligence, in which case such Unit Owner shall be so responsible; and

(f) Stairways within Units: The treads and risers.

Each Unit shall be conveyed together with the right to hang and affix through the finished facings of the walls and into the wall studs all usual wall ornaments, including without limitation, clocks, pictures, paintings, televisions and other similar accessories.

Each Unit shall be conveyed together with the right to add any electrical wiring or plumbing required for the installation of new appliances or other upgrades in accordance with applicable electrical and plumbing codes and providing that such installation does not compromise the structural integrity of the Building.

Each Unit includes the ownership of all utility lines, heating, air conditioning, if any, plumbing, electrical, bathroom and kitchen equipment, apparatus and fixtures which exclusively serve and are located within such Unit.

Each Unit includes the heating and air conditioning apparatus, hot water heater, telephone, electrical, and other apparatus which exclusively serve the individual Unit and are located outside such Unit, and the owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the lines, pipes, ducts or any other equipment serving such Unit.

Each Unit shall be subject to and have the benefit of the provisions of this Master Deed and any amendments thereto, the Condominium Trust, the By-Laws and Chapter 183A.

7. Description of the Common Area and Facilities. The common areas and facilities of the Condominium (hereinafter referred to as the "Common Elements") consist of the entire Premises other than the Units and, subject to the provisions of Section 8 below, include without limitation, the following portions of the Premises as may exist from time to time:

(a) The land together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable;

(b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, basements, decks, porches and entry ways and those portions of exterior and interior walls, floors, ceilings and roofs not specifically included as part of any Unit by virtue of Section 6 above;

(c) The gutters, down spouts, storm windows, screens and fire balconies and escapes on the Building;

(d) All yards, lawns, trees, shrubs, gardens, plantings on the land and all improvements thereon including walls, fences, bulkheads, lighting fixtures, steps, railings, walkways, driveways, parking areas, if any, and other improved or unimproved areas not within the Units (all such areas are subject to Exclusive Use Areas as shown on the Plans recorded herewith);

(e) All installations of central service equipment providing power, light, heat, telephone, hot and cold water including all equipment attendant thereto, all hot water heaters, conduits, junction boxes, meters, chutes, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building or on the land and all such facilities contained within any Unit which serve other parts of the Building whether or not the same may serve the Unit within which such facilities are contained, but specifically excluding that equipment and those installations which exclusively

serve an individual Unit and are located wholly within that Unit;

(f) Garage;

(g) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations existing or hereafter installed on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Building and the Condominium; and

(h) All other items listed as such in Section 1 of Chapter 183A and located on the Premises but only if the same have not been made part of a Unit by the express terms of this Master Deed.

Each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth opposite each Unit on Exhibit B attached hereto. The aforesaid percentages have 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 on this date. The Common Elements shall be subject to the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the By-Laws and any Rules and Regulations from time to time in effect with respect to the use and operation thereof.

8. Areas subject to exclusive use.

(a) Decks and Porches and Entry Ways: Each Unit Owner shall each have the exclusive use of their designated deck(s), porch(es) and Entry Ways as delineated on the Plans recorded with the Master Deed and attached hereto and incorporated herein. It shall be the responsibility of each Unit Owner for the routine maintenance and repair of their respective decks, porches or entry ways. The responsibility, however, to maintain and repair each deck, porch, and entry way in a manner that is more than routine (for example only, repairing the structure of the deck, porch and entry way) shall be that of the Condominium Trust, unless such maintenance and/or repair is as a result of a Unit Owner's negligence, in which case such Unit Owner shall be so responsible.

(b) Parking: Each Unit Owner shall have the exclusive appurtenant right and easement in perpetuity to park one motor vehicle in the Garage and unit #2 has an additional exterior parking space all as shown on the Plan recorded with this Master Deed.

(c) Basement Storage: Each Unit Owner shall each have the exclusive use of their designated Basement Storage as delineated on the Plans recorded with the Master Deed and attached hereto and incorporated herein. It shall be the responsibility of each Unit Owner for the routine maintenance and repair of their respective areas. The responsibility, however, to maintain and repair each Unit's space(s) in a manner that is more than routine shall be that of the Condominium Trust, unless such maintenance and/or repair is as a result of a Unit Owner's negligence, in which case such Unit Owner shall be so responsible.

(d) Yard: Each Unit shall have the shared use of the common yard areas as delineated

on the Plans recorded with the Master Deed and attached hereto and incorporated herein. It shall be the responsibility of both Unit Owners in common for the routine upkeep and maintenance of the same.

(e) The exclusive rights and easements created hereby shall be subject, however, to the rights of the Trustees and the other Unit Owners to use said portions of the Common Elements for purposes including but not limited to: (i) emergency ingress to and egress from the Building, the Common Elements and the Units; (ii) maintenance, restoration and repair of the Building, the Common Elements and the Units; (iii) installation of safety equipment or structures now or hereafter required by law or by any governmental authority having jurisdiction over the Building; (iv) drainage from down spouts presently serving the Building; and (v) reading of utility meters.

9. Floor and Site Plans. Recorded with and as part of this Master Deed is a set of Floor Plans (the "Floor Plans") and a Site Plan (the "Site Plan") dated October 3, 2013 (collectively, the "Plans"). Said Floor Plans consist of one sheet and show the layout, location, Unit number and dimensions of the Units, as built, and said Site Plan consists of one sheet and shows the dimension of the lot, location of buildings on said lot with specific outside exclusive use areas delineated. The set of Plans is incorporated by reference into the Master Deed and made a part hereof.

10. Pipes, Wires, Ducts, 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, master television antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the 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, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a reasonable 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 Building.

11. Intentionally deleted

12. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Elements or if any such encroachment shall occur hereafter, as a result of: (i) settling or shifting of the Building; (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees; (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or; (iv) condemnation or eminent domain proceedings, then, in any of such events, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

13. Purposes. The purposes for which the Building, the Units and the Common Elements are intended to be used are as follows:

The Units (herein sometimes referred to as the "Residential Units"), are intended to be used solely for residential purposes permitted by the zoning laws of the City of Watertown, subject, in all events, to the restrictions set forth in the following Section 14.

The foregoing notwithstanding, the Declarant may, until all of said Units have been sold by said Declarant, (a) lease any Units which have not been sold, and (b) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units.

Use of the Building and the Common Elements may also be restricted pursuant to the provisions of the Condominium Trust and By-Laws, and any Rules and Regulations promulgated pursuant thereto.

14. Restrictions on Use. The following restrictions are imposed for the benefit of the Unit Owners and the Trustees of the 182 MAPLEWOOD STREET CONDOMINIUM TRUST and may be enforced solely by them, or any of them, insofar as permitted by law:

(a) The Units, the Building, and the Common Elements shall not be used (i) for any purpose other than a purpose permitted under Section 13 above; or (ii) in a manner contrary to or inconsistent with the provisions of this Master Deed and any amendments hereto, the Condominium Trust, the By-Laws or Chapter 183A.

(b) No Residential Unit shall be used for business activities of any nature whatsoever, except that each Unit Owner may conduct their own work at home using a computer/modem, fax machine, etc. However, any such work conducted by the Unit Owners cannot entail the need for outside clients, customers, vendors, etc. to visit the Unit on a regular basis.

(c) Every lease or occupancy agreement with respect to any of the Residential Units shall be for a term of not less than thirty (30) days and shall apply to the entire Unit (and not a portion thereof). Every rental agreement with respect to either of the Residential Units shall be and shall contain a provision stating that it shall be subject in all respects to the provisions of this Master Deed, including all exhibits hereto, the Declaration of Trust, the By-Laws and any Rules and Regulations of the Condominium, and failure of a lessee or occupant to comply with the terms of such documents shall constitute a default under said lease or occupancy agreement. In the event of such default by the lessee or occupant, the Trustees shall be entitled to bring an action for summary process to evict said lessee or occupant. The restrictions of this provision shall not apply to the Declarant or to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Further Restrictions on Use of Units and Common Elements set forth in Exhibit C attached hereto and incorporated herein.

(e) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, except as otherwise specifically provided herein or in the Declaration of Trust, without limiting the generality hereof, (i) no porch, balcony, deck, terrace,

garden, or yard enclosure, screen, 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 such Unit or any part thereof or to any Common Element; (ii) no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Residential Unit or on the interior surface of any window or in any Common Element; and (iii) the Trustees may, from time to time, adopt and enforce uniform requirements as to the color and appearance of window shades, window blinds or the like in Residential Units, as visible from the outside of the Building, including without limitation the right to require a uniform window shade or blind in all Residential Units; provided, however, that (i) a Unit Owner may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees, which approval shall not be unreasonably withheld or delayed, and subject to such conditions as the Trustees may reasonably impose with respect to such changes; and (ii) a Unit Owner shall have the right to decorate the interior of his Unit as he may desire as long as such decoration shall not in any way whatsoever alter, remove or otherwise modify any structural components of his Unit. In no event, however, shall a Unit Owner be permitted to make any addition, alteration or improvement to his Unit which would encroach upon the common areas or impair any easements therein without the prior written consent of all Unit Owners.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all the Units and Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Except as otherwise provided in the last sentence of Paragraph (e) of this Section, these restrictions may be waived in particular respects and compliance therewith acknowledged only by an instrument in writing signed by the Owners at the time entitled to one hundred percent (100%) of the undivided interest in the Common Elements and a majority of the Condominium Trustees, and such instrument, duly recorded with the Middlesex South County Registry of Deeds, shall be binding on all present and succeeding Owners from time to time of the Units, and on the Condominium Trustees. No Unit Owner shall be liable for any breach of the provisions of this Section 14 except such as will occur during his or her ownership thereof.

15. Unit Owners' Rights, Duties and Restrictions.

(a) Each Unit Owner shall be a member of the Condominium Trust.

(b) Each Unit Owner, including Declarant, shall be required to pay a proportionate share of the common expenses of the Condominium upon being assessed therefor by the Trustees. Each Unit Owner's share shall be proportionate to his Unit's undivided interest in the Common Elements. Liability and responsibility for payment of common expenses shall begin to accrue upon the conveyance of the first Unit.

(c) Each Unit Owner's voting rights shall be one vote per Unit.

(d) Each Unit Owner shall have a perpetual right of ingress and egress to his or her Unit, which right shall be appurtenant to the Unit. Notwithstanding anything herein to the contrary,

there shall be no restriction upon any Unit Owner's right of ingress and egress to his or her Unit.

(e) The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

(f) All present and future Unit Owners, their employees, tenants, and visitors shall be subject to, and shall comply with, the provisions of this Master Deed and all amendments hereto, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be adopted and amended from time to time, and the items affecting the title to the Premises as set forth in Section 2 above, if any. The acceptance of a deed of conveyance or the entering into possession of any Unit shall constitute an agreement that:

(i) the provisions of this Master Deed and all amendments hereto, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be adopted and amended from time to time, and the said items affecting title to the Premises, if any, are accepted and ratified by such Unit Owner, tenant, visitor, employee or occupant;

(ii) 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

(iii) a violation of the provisions of this Master Deed and all amendments thereto, any deed of a Unit to a Unit Owner ("Unit Deed"), the Condominium Trust, the By-Laws or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

(g) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments hereto, the Condominium Trust, the By-Laws, the Rules and Regulations and Chapter 183A, shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit Owner, which may then be enforced in any manner permitted by law or in equity.

16. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by all of the Unit Owners at the time entitled to one hundred percent (100%) in the aggregate of the undivided interest in the Common Elements; (b) signed and acknowledged by all of the Condominium Trustees then in office; and (c) duly recorded with the Middlesex South County Registry of Deeds; PROVIDED HOWEVER, that:

(a) the date on which any such 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 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 signed by the Unit Owner of the Unit so altered;

(c) no instrument of amendment which alters the provisions of Section 13 hereof as that Section relates to the permitted use of a Unit shall be of any force or effect unless signed by the owner of said Unit;

(d) no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless signed by the Unit Owners of all Units;

(e) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

(f) no instrument of amendment affecting any Unit in any manner which impairs the security of a first or junior mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(g) no instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment.

(h) no instrument of amendment which is contrary to the provisions of Section 17 below and which disqualifies mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect.

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to Declarant and to subsequent Trustees of the 182 MAPLEWOOD STREET Condominium Trust, to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time, and from time to time, which amends this Master Deed or the Trust:

(i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

(ii) to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership;

(iii) to bring this Master Deed or the Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or

(iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Floor Plans or Site Plan or the Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment

of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit, and shall thereupon automatically vest in the Trustees of the Condominium Trust.

Notwithstanding the foregoing, the Declarant shall not be entitled to record a special amendment to this Master Deed or Trust that will materially and/or negatively impact either Unit established hereunder or the rights of the Unit Owners set forth herein.

17. Provisions for Protection of Mortgagees. Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, and in any event subject to any greater requirements pursuant to Chapter 183A, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

(a) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, and except where Chapter 183A requires greater percentages, unless one hundred percent (100%) of the first mortgagees (based upon one vote for each first mortgage owned), and Unit Owners (other than the Declarant) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium;
- (2) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- (3) partition or subdivide any Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities in the Condominium shall not be deemed a transfer within the meaning of this clause);
- (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such Condominium property.

(b) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas and Facilities.

(c) Two funds shall be established within sixty (60) days after the date of the conveyance of the first Unit and shall be maintained in segregated accounts. An Operating Fund shall be established in an amount adequate for the maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be maintained, repaired and replaced on a periodic basis (the "Operating Fund"). Condominium common charges shall be payable into the Operating Fund in regular installments rather than by special assessments. In addition, a Reserve Fund shall be established (the "Reserve Fund"). Upon the initial sale of any Unit, the new buyer shall contribute an amount equal to two (2) months estimated common charge for such Unit. The funds so collected shall be transferred to the Trustees to be held in trust on behalf of the Unit Owners for the use and benefit of the Condominium. The purpose of the Reserve Fund is to ensure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the Reserve Fund are not to be considered as advance payment of regular assessments.

(d) Upon written request to the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(2) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the 182 MAPLEWOOD STREET CONDOMINIUM TRUST;

(4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders.

(e) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original Plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have one hundred (100%) percent of the votes of Units subject to eligible holder mortgages.

(2) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be

approved in writing by eligible holders holding mortgages on Units which have one hundred (100%) percent of the votes of Units subject to eligible holder mortgages.

(3) Except as otherwise provided herein, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have one hundred (100%) percent of the votes of such remaining Units subject to eligible holder mortgages.

(4) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of Units to which one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have one hundred (100%) percent of the votes of Units subject to eligible holder mortgages.

(f) Any agreement or lease for professional management of the Condominium or any other contract or lease providing for services of the Declarant may not exceed three (3) years. Any such agreement or lease must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

(g) The Trustees shall make available to the Unit Owners and lenders, and holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, including all exhibits hereto, the Declaration of Trust, any other rules concerning the Condominium and the books, records and financial statement of the 182 MAPLEWOOD STREET CONDOMINIUM TRUST. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(h) Any holder of a first mortgage of a Unit shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

(i) Except for amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage, or condemnation as above set forth:

(1) the consent of owners of Units to which one hundred (100%) percent of the votes in the Trust are allocated and the approval of all eligible holders of mortgages on Units shall be required to terminate the legal status of the Condominium; and

(2) the consent of the owners of Units to which one hundred (100%) percent of the votes in the -A- CONDOMINIUM TRUST are allocated and the approval of eligible holders holding mortgages on Units which have one hundred (100%) percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any provisions of the Condominium Documents of the Condominium, which establish, provide for, govern or regulate any of the following material matters:

- i. Voting rights;
- ii. Assessments, assessment liens, or subordination of such liens;
- iii. Reserves for maintenance, repair and replacement of the Common Areas;
- iv. Reallocation of interests in the Common Areas, or rights to their use;
- v. Boundaries of any Unit;
- vi. Convertibility of Units into Common Areas or vice versa;
- vii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- viii. Insurance or fidelity bonds;
- ix. Leasing of Units;
- x. Imposition of any restriction on a Unit Owner's right to sell or transfer his or her Unit;
- xi. A decision by the Unit Owners' association to establish self management when professional management had been required previously by an eligible mortgage holder;
- xii. Restoration or repair of the Condominium (after a hazard damage partial condemnation) in a manner other than that specified in the documents;
- xiii. Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- xiv. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment related thereto shall be deemed to have consented to the addition or change set forth in such request. A certificate by the Trustees making reference to this Section, when filed at the Middlesex South Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied on pursuant to the provisions of Article VI of the Declaration of Trust.

This Master Deed and the Declaration of Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Declaration of Trust and this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

18. Priority of Lien. Any first mortgagee who obtains title to a Condominium Unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such Unit's unpaid dues, common charges or assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title to such Unit by the mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such Unit's unpaid common expenses, costs and attorneys fees as provided in subsection (c) of Section 6 of Chapter 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. The lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish subordinate lien assessments which became payable prior to such sale or transfer, provided, however, that the lien

for common expense assessments shall be affected by the sale or transfer of a Unit to the extent set forth in subsection (c) of Section 6 of Chapter 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. Any such delinquent assessments which were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit for liability for, nor the Unit from the lien of, any assessments made thereunder.

19. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein (i) the undivided interest in the Common Elements and any exclusive rights and easements appurtenant thereto as provided in this Master Deed; (ii) the interest of such Unit Owner in any Unit previously acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (all of which are hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, or other instrument purporting to affect one or more of the Appurtenant Interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

20. Invalidity. If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstances is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

21. 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, regardless of the number of violations or breaches which may occur.

22. Captions and References. 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 or the intent of any provisions hereof. Reference in this Master Deed to "hereof", "herein", and "hereunder" shall be deemed to refer to this Master Deed and shall not be limited to the particular text or section in which such words appear.

23. Conflicts. This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

24. Gender and Number. The use of the masculine gender in this Master Deed shall be

deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the contexts so admits or requires.

25. 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.

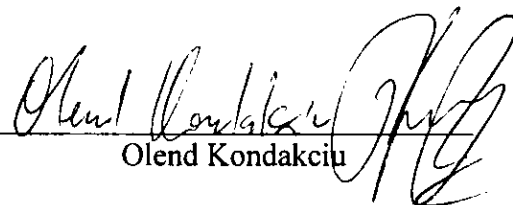
26. Liability. Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage, it is expressly understood and agreed that only the real estate which constitutes the 182 MAPLEWOOD STREET CONDOMINIUM shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually liable, excluding gross negligence and bad acts, to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate which constitutes the 182 MAPLEWOOD STREET CONDOMINIUM.

27. Arbitration. In the event that a dispute arises with respect to the construction, interpretation, or implementation of said Master Deed and Declaration of Trust, as amended, and such dispute shall not be resolved within fourteen (14) days after written notice from one Unit Owner, then the Unit Owner who sent the notice shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Unit Owner who sent the notice, one by the other Unit Owner, and a third by the two arbitrators so designated. The Unit Owner who did not submit the matter to arbitration must designate one arbitrator within fourteen (14) days of the designation by the Unit Owner who did submit the matter to arbitration, or the arbitrator so designated by the Unit Owner who did submit the matter to arbitration shall be the sole arbitrator. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The final decision of said arbitration shall be final and binding on all parties. Costs of Arbitration shall be determined in the final decision.

IN WITNESS WHEREOF, Adrienne Rau and Olend Kondakciu have executed these presents under seal on this 12 day of December, 2013.



Adrienne Rau



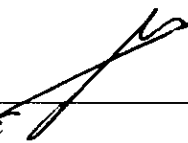
Olend Kondakciu

COMMONWEALTH OF MASSACHUSETTS

m: dd/dec ss.

December 12, 2013

On this 12 day of December, 2013, before me, the undersigned Notary Public, personally appeared Adrienne Rau and Olend Kondakciu and proved to me through satisfactory evidence of identification, which was *Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he / she signed it voluntarily for its stated purpose.

Notary Public 
My Commission Expires 07-11-2019



HANY MOTAWEH
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 11, 2019

EXHIBIT "A"

A certain parcel of land in Watertown, Massachusetts, being shown as Lot 96 on a plan entitled "Plan for Subdivision of Land in Watertown" dated June, 1914 by John E. Titus, engineer, recorded with Middlesex County (South District) Registry of Deeds, in Plan Book 224, Page 32, bounded and described according to said Plan as follows:

- NORTHEASTERLY by Maplewood Street, fifty-one (51) feet;
- SOUTHEASTERLY by Lot 97 as shown on said Plan, one hundred (100) feet;
- SOUTHWESTERLY by land of owners unknown, Fifty-one (51) feet;
- NORTHWESTERLY by lot 95, as shown on said plan, one hundred (100) feet;

Containing, 5,100 square feet of land, more or less.

For my title see the deed recorded with the Middlesex Registry in Book 56291, Page 242.

EXHIBIT "B"

<u>Unit Designation</u>	<u>Percentage of Undivided Interest in Common Elements</u>	<u>Square Foot</u>
#1	40%	1,017 sf
#2	60%	2,103 sf

Unit #1 consists of a *kitchen, dining room, living room, two (2) bedrooms, and one (1) bathroom. The immediate common area to which it has access is the front and rear common yard from the kitchen and the front hall.*

Unit #2 consists of *kitchen, dining room, living room, office, den, four (4) bedrooms and two (2) bathrooms. The immediate common area to which it has access is the driveway from the kitchen to the front yard.*

Access to the basement common areas is through the interior front stairs leading to the basement.

EXHIBIT "C"

FURTHER RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS

1. Maintenance, Repair and Condition. All Maintenance and use of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

2. Effect of Insurance. No Unit Owner shall use his Unit or the Common Elements in such fashion as to result in the cancellation of insurance maintained by the Trustees of the Condominium or in any increase in the cost of such insurance, except that uses resulting in increases in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner concerned.

3. Equipment Compliance. All radios, televisions, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

4. Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Area or the Building any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical or substance, except: (a) with respect to the Residential Units, such lighting, cleaning, and other fluids, materials, chemicals and substances as are customarily incidental in residential use. All such substances shall be stored and used in a safe and prudent manner.

5. Signs. Unit Owners of Residential Units may not display "For Sale" or "For Rent" signs in windows of their Units, nor may the owners of Residential Units place window displays or advertising in windows of such Units.

6. Mechanical Equipment. All data processing, computer, graphic art and printing facilities, business machines and equipment and all other mechanical equipment installed in any Unit shall be so designed, installed, maintained and used by the owner and occupants of such Unit, at the expense of such owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors and objectionable transmissions from such Unit to any other area of the Building.

7. Audio Equipment. The volume of any audio equipment, including but not limited to stereos, CD players, radios, televisions or any musical instruments, shall at all times, in particular between the hours of 10:00 PM and 7:00 AM, be kept at a reasonably low level to avoid being heard by the other Unit Owner.

8. Pets. Domestic animals are allowed provided (a) the owner of any pet shall promptly pick up any animal waste and (b) there shall be no excessive, unreasonable barking.

9. Smoking. No smoking is allowed in any of the common areas of the Condominium Association.