207 CUMMINS HIGHWAY CONDOMINIUM
MASTER DEED

498

Liam A. Lydon, of 258 Pond Street, Jamaica Plain, Suffolk County, Massachusetts (hereinafter with successors and assigns called the "Declarant"), being the owner of the land with the building thereon commonly known as 4 Ada Street/207 Cummins Highway, Roslindale, Massachusetts which land is more fully described in Exhibit A (the "Land"), by duly executing and recording this Master Deed, does hereby submit said Land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A") and does hereby state that Declarant proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A.

11/04/2003 Doc: 0498

1. Description of Building

There is one building (hereinafter referred to as "the Building") located on the land above described. In total, there are four (4) residential units in the Building. The building containing all the units of the condominium is a three story wood frame building. The foundation of the Building is stone. The Building is located at 4 Ada Street/207 Cummins Highway, Roslindale, Suffolk County, Massachusetts.

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2. Description of Units.

The designation of each Condominium unit (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit B annexed hereto and made a part hereof. 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 concrete floor.

(b) Ceilings: The plane of the lower surface of the concrete ceiling.

(c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.

(d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

Kevin McLean, Esq.
368 Washington Street
Dedham, MA

3. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

(a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundation, basement, structural columns, girders, beams, supports, exterior walls, roof, entrances and exits of the Building, and common walls within the Building.

(c) The entrance lobbies, halls and corridors serving more than one Unit; the mailboxes, stairways, fire escapes, the laundry room in the basement.

(d) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit).

(e) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of; utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.

(f) The yards, lawns, gardens, roads, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters.

(g) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.

(h) Such additional common areas and facilities as may be defined in Chapter 183A.

4. Limited Common Areas

There are limited common areas attached to the units, as shown on the plan of the Condominium recorded herewith, which are designed for the exclusive use of the owners of such units.

5. Floor Plans

Simultaneously with the recording hereof, there has been recorded with the Suffolk County Registry of Deeds a set of site plans/floor plans of the Building, entitled "207 Cummins Highway Condominium, Roslindale, Massachusetts 02131," prepared by Jonathan Raisz, Registered Architect, dated March 21, 2003, consisting of sheets and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and bearing the verified statement of a Registered Architect, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

6. Use of Building and Units.

The Units are intended only for residential purposes. No other use may be made of any Unit without the prior written consent of the Trustees of the 207 Cummins Highway Condominium Trust, which trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connection with such purposes.

7. Amendment of Master Deed.

This Deed may be amended by vote of at least 80% in beneficial interest of all Unit Owners, case in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 80% in beneficial interest of all Unit Owners.

8. Name of Condominium.

The Condominium is to be known as "207 Cummins Highway Condominium". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "207 Cummins Highway Condominium Trust". The name of the initial Trustee of the Trust is Liam A. Lydon. The Declaration of Trust contains by-laws enacted pursuant to said Chapter 183A.

9. Determination of Percentages in Common Elements.

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 of the Units on this date.

10. 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 Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building 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 such Building stands.

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

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. 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 Condominium 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 Building.

12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, 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 provision of the Master Deed, the Unit, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such

provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

13. Sale, Rental and Mortgaging of Units.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights, as owner of unsold Units, as any other Unit Owner.

14. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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.

15. 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.

16. 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.

17. Reservation of Rights

The Declarant, for himself and his successors and assigns, hereby reserves certain exclusive rights and easements to enter onto the Land and buildings made part of this Condominium now or in the future, to complete construction of any building thereon, along with all improvements, utility liens, wires, pipes, conduits, walkways, and drainage lines to service the dwelling Units constructed thereon and/or to service any Units, building or improvements located on the Land.

In addition to all other rights of Declarant hereunder, Declarant reserves unto himself and his agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, any and all Common Elements of the Condominium, for all purposes necessary or desirable in order to construct, develop and complete the Condominium Units and Common Elements therefore, and for all purposes necessary or desirable in order to construct improvements to the building.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto himself and his agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights under this Master Deed: the right of access, ingress, and egress over and upon the Land, Property and Building, and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by the Declarant and to engage in all activities necessary or appropriate to accomplish the same, including but not limited to the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment and supplies in those portions of the Common elements not subject to the rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit Owners of the Common Areas to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Areas and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and services provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainages lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Building, Units or Common Areas

18. Federal Home Loan Mortgage Corporation and federal National Mortgage Association Compliance

Notwithstanding anything in this Master Deed or in the 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) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses 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 a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision 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 from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

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

(ii) Change the pro-rata interest or obligation 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; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, 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;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional 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 such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

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

(ii) Inspect the books and records of the Condominium Trust at all reasonable times;

(iii) Receive (at its own expense, if the condominium contains less than 50 units) 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 meetings;

(v) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

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

The provisions of this section 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 Registry of Deeds in accordance with the requirements of this Master Deed

19. Conflicts.

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.

WITNESS the execution hereof, under seal, this 31 day of October, 2003.

Liam A. Lydon

COMMONWEALTH OF MASSACHUSETTS

~~Suffolk~~ Norfolk, ss. October 31, 2003

Then personally appeared the above named Liam A. Lydon and acknowledged the foregoing to be his free act and deed before me,

Notary Public:
My Comm Exp:

KEVIN C. MCLEAN
MY COMMISSION EXPIRES
DEC
15
2006
COMMONWEALTH OF MASS.
NOTARY PUBLIC

Chapter 193 of the Acts of 1982 in the amount of 1,500 has been paid with respect to the 4 condominium described in this master deed. / lots in the subdivision contained on this consolidation plan. / lots of the subdivision contained in this subdivision plan.

Asst.

Exhibit A - Property Description

Closing date:

Borrower(s):

Property Address: **4 Ada Street, Roslindale, Massachusetts 02131**

The land in Boston, now known and numbered 207 Cummins Highway and 4 Ada Street, situated in that part of Boston, Suffolk County, Massachusetts, formerly West Roxbury, bounded and described as follows:

Beginning at a point on the Southwesterly line of Cummins Highway, formerly Ashland Street, distant one hundred sixty and five tenths (160.5) feet; Southeasterly from Brown Avenue, thence running

SOUTHWESTERLY by Ada Street, formerly Merrill Avenue, one hundred thirty-five (135) feet; thence turning and running

SOUTHEASTERLY by land now or formerly of Merrill, eighty (80) feet; thence turning and running

NORTHEASTERLY by land now or formerly of Hughes and land now or formerly of Brown, one hundred thirty-five (135) feet; thence turning and running

NORTHWESTERLY by Cummins Highway, seventy-one and five hundredths (71.05) feet; to the point of beginning.

Excepting from the above described premises so much thereof as was taken by the City of Boston for the widening of said Cummins Highway as shown by deed recorded with Suffolk Deeds, Book 5192, Page 466. The premises are conveyed subject to and with the benefit of existing easements of record.

Being the same premises conveyed to Liam Lydon by deed dated September 24, 2001 and recorded with the Suffolk County registry of Deeds in Book 27096, Page 024.

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Exhibit B

Unit No.	Floor Layout	Approximate Area (Sq Ft)	Room Layout	Immediate Access Areas	Common Interest Percent	Exclusive Access Areas
1F	1st Floor	699	1 bedroom, kitchen 1.5 baths, living room	stairway as noted on floor plan	20%	porch as noted on site plan parking
1R	1st Floor	666	1 bedroom, kitchen 1 bath, living room	stairway as noted on floor plan	23%	porch & stair as noted on site plan, basement storage, parking
2	2nd Floor	1442	4 bedrooms, kitchen 2 baths, living room	stairway as noted on floor plan	32%	parking
3	3rd Floor	1346	2 bedrooms, kitchen 1 bath, storage room	stairways as noted on floor plan	25%	parking