



Bk: 42162 Pg: 136 Doc: MD
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WESTMINSTER AVENUE CONDOMINIUM

MASTER DEED

MARY CUTONE, TRUSTEE OF 16 WESTMINSTER AVENUE REALTY TRUST u/d/t DATED FEBRUARY 2, 2006 AND RECORDED AT SUFFOLK COUNTY REGISTRY OF DEEDS IN BOOK 38983, PAGE 52 OF CHELSEA, MASSACHUSETTS (hereinafter referred to as the "Declarant"), being the owner of the land together with the buildings thereon located at 16 Westminster Avenue, Roxbury, Suffolk County, Massachusetts and being more particularly described in Paragraphs 2 and 3 below, does hereby, by duly executing and filing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Premises"), to the provision of Chapter 183A of the General Laws of Massachusetts, as amended, (Chapter 183A) and does hereby state that she proposes to create and does hereby create, with respect to the subject premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, Declarant declares and provides the following:

1. **NAME AND ADDRESS OF CONDOMINIUM:**

The name of the Condominium is:

WESTMINSTER AVENUE CONDOMINIUM

The post office address of the Condominium is:

16 WESTMINSTER AVENUE, ROXBURY, MASSACHUSETTS 02119

2. **DESCRIPTION OF LAND** The Premises which constitute

the condominium (the "Condominium") consist of the land, together with the buildings thereon, located at 16 Westminster

(2)

Plan
Book

2007

Page

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Pool in
1646 Centre St

in Roxbury

16 Westminster Ave. Roxbury

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Avenue, Roxbury, Suffolk County, Massachusetts, as shown on the Condominium Site Plan entitled "**, Westminster Avenue Condominium, Condominium Site Plan in Boston, Mass. (Roxbury District)**" dated July 9, 2007, by Toomey-Munson & Associates, Inc. (hereinafter referred to as "Condominium Site Plan") which is recorded herewith and made part of the Master Deed and being more particularly bounded and described in **EXHIBIT "A"** annexed hereto and incorporated herein.

3. DESCRIPTION OF BUILDING

The Condominium consists of one (1) building located at 16 Westminster Avenue, Roxbury, and Suffolk County, Massachusetts (the Building") containing seven (7) residential condominium units. The Building consists of a ground floor and three (3) additional stories. The Building is made primarily of wood framing. Each Unit is separately metered for gas and electrical service. Each Unit is separately serviced by its own furnace and hot water heater. There is one main water/sewer meter to the Building but each Unit is connected to a separate sub-meter to determine water/sewer usage for each unit.

4. DESCRIPTION OF UNITS

A. The Condominium contains seven (7) Condominium units (each hereinafter called a "Unit" and collectively "Units").

B. The designation of each Unit in the Building comprising the Condominium, a statement of each unit's location, approximate area, number and composition of rooms, immediate

common areas to which it has access, exclusive use areas and each Unit's proportionate interest in the common areas and facilities of the Condominium are set forth in **Exhibit B** annexed hereto and incorporated herein.

C. Each Unit Owner shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage set forth in **Exhibit "B"**. The proportionate interest of the respective Units in the common areas and facilities have been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

D. The Plan of the Building comprising the Condominium, which Plan consists of one (1) sheet, showing the layout, location, unit number and dimension of each Unit and stating the name and address of the Building 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, and which plan is dated July 9, 2007, and entitled **"Westminster Avenue Condominium Master Deed. Condominium Floor Plan in Boston, MA (Roxbury District)"** by Toomey-Munson & Associates, Inc. (hereinafter referred to as "Condominium Building Plan") and which Condominium Building Plan is recorded herewith and made part of the Master Deed.

E. Each unit includes the ownership of all utility lines, individual heating systems, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(i) Each Unit is served by a separate furnace, water heater, gas, and electric meter. The responsibility for the repair, maintenance and replacement of gas fireplaces, furnaces, water heaters, gas, and electric meters remains solely with the Unit Owner serviced by said equipment or apparatus.

F. The boundaries of the units with respect to the floors, roofs and the walls, doors and windows thereof are as follows:

Floors: The plane of the upper surface of the subflooring.

Ceilings: The plane of the lower surface of the ceiling joists.

Walls: The plane of the interior surface of the Wall studs facing such Unit.

Exterior

Building Wall: The plane of the interior surface of the wall studs.

Doors: As to doors and doorframes leading to common areas, the exterior surface of the door and the exterior unfinished surface of the doorframe. (The entrance door to each Unit shall be part of the Unit.)

Windows: The exterior surfaces of the glass and

window frames and storm window frames, if any (which shall be the responsibility of the Unit Owner which the glass serves) and sash and the interior unfinished surface of the window frame.

G. The owners of each Unit shall have the right, as appurtenant to their unit, to use, in common with the owners of the other Unit(s) served thereby, such entrance to and from the public streets, yards and walkways, as serve as common access to and from such Unit(s) (each of the foregoing comprises a portion of the common areas and facilities therefor).

H. Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Unit served thereby, all utility lines and other common facilities located in the other Units or in the common areas and facilities described in Paragraph 5 hereof, and serving the Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other common areas and facilities in accordance with the intended purposes thereof.

I. The Condominium Trust hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the unit Owner has failed to perform and for other purposes as set forth in Chapter 183A, Section (4), Subsection (2).

J. Each unit shall have an exclusive easement appurtenant to it to use the exclusive use areas adjacent to said Unit and assigned to each said unit and shown on the

Condominium Building Plan and the Condominium Site Plan recorded herewith and further described in Paragraph 6 herein. Said exclusive easement shall be conveyed only with the unit to which said easement is appurtenant and shall not be severable from such unit.

K. Notwithstanding anything herein to the contrary, the Declarant reserves the right to make non-structural changes to the interior design of any Unit so long as the Declarant owns the Unit so altered and so long as the Common Elements of the Condominium remain substantially unchanged.

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

The common areas and facilities of the Condominium consist of:

A. The land described in **Exhibit A**, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;

B. All portions of the Building not included in any unit by virtue of Paragraph 4 above; subject to exclusive use areas as set forth in Paragraph 6; including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, frames for the exterior windows and frames for doors leading from Units to common areas, roofs, common entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;

(ii) installations outside the Unit for services such as heat, telephone, electric power, gas, hot and cold water, including all utility lines and equipment attendant thereto, but not including equipment contained within and/or servicing a single Unit;

(iii) All conduits, chutes, ducts, sewer, drainage water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in Subparagraph (ii) which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(iv) All Building steps and stairways serving more than one Unit, any areas and other facilities in the Building not designated as a part of any Unit. (subject to the provisions of Paragraphs 4D(i) and 4D(ii) of this Master Deed).

C. All land areas, and facilities, and other improved or unimproved areas on land and not within any Unit including parking spaces and all retaining walls, except that certain portions of common area may be subject to exclusive use areas as set forth in Paragraph 6.

D. **Parking Spaces.** There are twelve (12) exterior parking spaces, hereinafter referred to as the parking spaces (individually, referred to as "parking space") as depicted

on the condominium site plan. The parking spaces shall be a portion of the common elements of the Condominiums. The Declarant shall give each Unit Owner the exclusive right and easement to use at least one (1) parking space by virtue of a grant in the Unit Deed or by separate instrument. Parking Space No. 12 is a handicapped parking space and the Declarant shall transfer the exclusive right and easement to use Parking Space No. 12 to the owner of Unit C1.

Notwithstanding anything to the contrary in the Master Deed; the Declarant does hereby expressly reserve the right to sell, convey and/or transfer to any Unit Owner the exclusive right and easement to use one or more parking spaces. Such sale, conveyance or transfer may be made by the Declarant either in Unit Deeds or by separate instruments. Only a Unit Owner may have an exclusive right and easement to use a parking space. Once the exclusive right and easement to use a parking space(s) is conveyed by the Declarant to a Unit Owner, said parking easement shall not be severable from said Unit and all exclusive rights and easements of use with respect to the parking spaces shall be conveyed only with the Unit to which the right is appurtenant and shall not be severable from said unit; provided, however, that notwithstanding the foregoing, a Unit Owner may convey his or her exclusive right of use with respect to a parking space to another Unit Owner, the effect of which shall be that at all times the exclusive rights of use with respect to the parking spaces shall be held only by Unit Owners. Unit Owners shall have the right to rent, license or lease the parking space, but only to a Unit Owner, or Occupant in the Condominium. The Declarant may also designate one or more parking spaces as visitor parking spaces at Declarant's option.

E. **Storage Spaces.** There are seven (7) storage spaces located on the Ground Floor. Each Unit Owner shall have an exclusive right and easement to use one (1) storage space as depicted on the Condominium Building Plan.

F. The Gym as depicted on the Condominium Building Plan.

G. Such additional common areas and facilities as may be defined in Chapter 183A.

The above described common areas and facilities are hereinafter referred to as the "Common Elements".

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by reference.

The Trustees of the Condominium Trust shall have the power to govern the common areas of the condominium under those powers given them by the Provisions of the Condominium Trust and the By-Laws promulgated thereunder, all in accordance with Massachusetts General Laws, Chapter 183A.

The Trustees of the Condominium Trust, in their sole and absolute discretion and acting unanimously, and pursuant to the terms and provisions of M.G.L., ch. 183A, sec. 5(b)(2)(ii), may designate certain portions of the Common Areas and Facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions and with such stipulations and agreements as the Trustees shall deem advisable.

The purpose of this Section may be carried out by the implementation of Rules and Regulations pursuant to the terms of the Condominium Trust, or by separate instrument or agreement.

The use of Common Areas and Facilities shall be subject to the provisions of (a) this Master Deed, including those Common Elements designated as Exclusive Use Areas and Facilities; (b) the Condominium Trust, hereinafter referred to in Paragraph 9 hereof and the By-Laws and Rules and Regulations promulgated pursuant thereto; and (c) Massachusetts General Laws Chapter 183A as amended.

6. **EXCLUSIVE USE AREAS.** Each Unit shall have appurtenant to it the exclusive right to use the following portions of the Common Areas, which are hereby designated Exclusive Use Areas, subject only to an easement to be held by the trustees to enter upon such Exclusive Use Areas for the maintenance and repair of the structure and the common areas and facilities or, if necessary, for legal egress in case of emergency. In addition, each Unit Owner shall have appurtenant to it the exclusive right and easement to use at least one (1) parking space to be sold or conveyed by the Declarant to said Unit Owner by Deed or separate instrument.

- a) **Unit A1 Exclusive Use Area:** Ground floor storage area, ground floor rear walkout, first floor rear porch and stairs, first floor front deck to be shared with Unit A2; all as depicted on the Condominium Building Plan and Condominium Site Plan.
- b) **Unit A2 Exclusive Use Area:** Ground floor storage area, second floor rear deck and stairs, rear

stairs to be shared with Unit C2; all as depicted on the Condominium Building Plan and Condominium Site Plan.

- c) **Unit B1 Exclusive Use Area:** Ground floor storage area, ground floor rear walkout, first floor rear porch and stairs, first floor front deck to be shared with Unit B2; all as depicted on the Condominium Building Plan and Condominium Site Plan.
- d) **Unit B2 Exclusive Use Area:** Ground floor storage area, second floor rear deck and stairs, rear stairs to be shared with Unit C3; all as depicted on the Condominium Building Plan and Condominium Site Plan.
- e) **Unit C1 Exclusive Use Area:** Ground floor storage area. First floor front deck to be shared with Units C2 and C3, first floor rear deck; all as depicted on the Condominium Building Plan and Condominium Site Plan.
- f) **Unit C2 Exclusive Use Area:** Ground floor storage area, first floor front deck to be shared with Units C1 and C3, second floor rear deck (subject to passageway rights for Unit A2), rear stairs to be shared with Unit A2; all as depicted on the Condominium Building Plan and Condominium Site Plan.
- g) **Unit C3 Exclusive Use Area:** Ground floor storage and first floor front deck to be shared with Unit C1 and C2, second floor deck (subject to passageway rights of Unit B2), rear stairs to be shared with Unit B2; all as depicted on the

Condominium Building Plan and Condominium Site
Plan.

The said Exclusive Use Areas shall, however, be subject to the restrictions set forth in paragraphs 7 & 8 hereof.

7. **STATEMENT OF PURPOSES.** The Units are intended to be used as follows:

A. All Units shall be used only for residential purposes, provided however, that any of the Units may also be used as a home office, but only accessory to such residential use and only for and to the extent such accessory use is permitted by applicable zoning or other land use laws, and further subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto.

B. The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units.

(i) Each and every lease, license, and/or tenancy agreement must be in writing and be for a term of not less than one (1) year.

(ii) No Unit may be tenanted, rented, let, leased or licensed to more than three unrelated persons.

(iii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes.

(iv) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or

occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Paragraph 7 and Paragraph 8, the Condominium Trust, and the Rules and Regulations of the Condominium (which are an exhibit to the Condominium Trust recorded herewith), and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations shall be a default under said lease, license or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and copy of Paragraph 7 and Paragraph 8 of the Master Deed.

(v) The Provisions of the within Subparagraph 7(B)(1) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

C. Notwithstanding the provisions contained in Paragraph 7 and Paragraph 8 hereof, the Declarant or any successor to its interest in the Condominium, including but not limited to mortgagees and assignees but excluding those purchasing individual units, hereby reserve(s) the right, until all of the units have been sold by Declarant or such successor, to:

(i) Lease any Units owned by the Declarant;

(ii) Use any Units owned by the Declarant as models for display for purposes of

selling or leasing of Units or for other lawful purposes. Any showings will be at reasonable times so as not to unduly interfere with the Unit Owners, if any.

D. The use of the Buildings and Common Elements may also be restricted under provisions of the Condominium Trust and Rules and Regulations promulgated pursuant thereto and recorded herewith.

8. **RESTRICTIONS ON USE.** Unless otherwise permitted in writing executed by all of the Trustees of the Condominium Trust pursuant to the provisions thereof;

A. No Unit shall be used for any purpose not specified in Paragraph 7 above.

B. The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, sign, banner or other device, and no exterior change, addition, structure, projection (except for a T.V. antennae or satellite dish, so long as same is of moderate size and placed in a reasonably unobtrusive location), decoration or other feature shall be erected or placed upon or attached to the Building, any Unit or any part thereof. This Paragraph 8 shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

C. No Unit Owner shall make any additions, alterations or improvements to his Unit which would encroach upon the common areas without the prior written consent of all

of the Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems common to other Units, or other common areas and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail. No such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or common mechanical systems of the Condominium without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions on the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit (whether or not affecting the structural elements, mechanical systems or common areas and facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner that does not unduly inconvenience or disturb the occupants of the Condominium.

D. 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 Paragraph 7 and Paragraph 8 hereof, and may modify, remove and install nonbearing walls lying wholly within such unit; provided, however, that any and all work with respect to the improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees.

E. No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed and the Condominium Trust.

F. The use of the Common Elements may also be restricted under provisions of the Condominium Trust.

These restrictions shall be for the benefit of all Unit Owners, and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by the Trustees of the Condominium Trust, and insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this Paragraph except such as occur during his or her Unit ownership.

9. **MANAGEMENT AND REGULATORY ORGANIZATION.** The organization through which the owners of the Units will manage and regulate the Condominium established hereby is the **Westminster Avenue Condominium Trust** under a Declaration of Trust of even date and of contemporaneous execution and filing herewith in the Suffolk County Registry of Deeds (the "Condominium Trust"). The Condominium Trust establishes an organization of which the owners of each Unit shall be members and in which such owners shall have a beneficial interest in the Common Elements of the Condominium to which they are entitled under this Master Deed. The name of the original and present trustee (the "Trustee") of the Condominium Trust is as follows:

(1) Joseph LaRosa of Norwood, Massachusetts 02062

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

10. **AMENDMENTS.** This Master Deed may be amended by an Instrument in writing (a) signed by the Unit Owners entitled to sixty-seven percent (67%) of the undivided interest in the Common Elements and (b) duly recorded with the Suffolk County Registry of Deeds; **PROVIDED HOWEVER**

A. The date on which any instrument of amendment is first signed by a Unit owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same has been recorded at the Suffolk County Registry of Deeds within six months after such date;

B. No instrument of amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

C. 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;

D. The beneficial interest of each Unit of the

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

11. **CHAPTER 183A GOVERNS** The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

12. UNITS SUBJECT TO MASTER DEED, UNIT DEED,
CONDOMINIUM TRUST, ETC.

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

B. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and Massachusetts General Laws, Chapter 183A, shall give rise to a

cause of action in the Trustees of said Trust and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

13. **PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.** Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, 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, 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 right to 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.

14. **ENCROACHMENTS.** If any portion of the Common Elements of the Condominium 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 settling or shifting of the Building or alterations or repairs of the Common Elements made by or with the consent of the Trustees, or 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 shall stand.

15. **PROVISIONS FOR PROTECTION OF MORTGAGEES.**

Notwithstanding anything in the Master Deed, the Condominium Trust, the By-Laws of the Condominium Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, and in any event subject to any greater requirements pursuant to M.G.L., Ch. 183A, 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:

Subject to any greater requirements imposed by Massachusetts General Laws, Chapter 183A, Declarant and the Unit owners hereby agree as follows:

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

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

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

(iii) sell or lease a Unit acquired by the holder of a mortgage through the procedures set forth in Paragraph (i) and/or Paragraph (ii) above;

B. That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a

mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

C. Except as provided under Massachusetts laws, any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

D. Any and all common expenses, assessments and charges that may be levied by the Condominium Trustees 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 Chapter 183A or other applicable law;

E. A lien for common expenses 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. 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. That unless all holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of 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 for abandonment provided by statute in case of substantial loss to the Units or Common Elements).

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements.

(iii) partition or subdivide any Unit.

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common 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 special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph.

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium except as

provided by statute in case of a taking of a substantial loss to the Units and/or Common Elements of the Condominium.

G. That 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. That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a 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 Elements.

I. That any institutional holder of a mortgage, 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 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 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) written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed by condemnation or eminent domain of said Unit or the Common Elements.

(vi) receive timely written notification of any lapse, cancellation, or material modifications of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(vii) receive timely written notice of any proposed action that requires the contract of a specified percentage of eligible Mortgage holders as specified in the Master Deed, the Declaration of Trust and the By-Laws.

J. That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and that any such agreement shall provide for termination by either party without cause or without payment of a termination fee on thirty (30) days or less written notice.

K. In addition to all other requirements of this Master Deed or the Condominium Trust, the prior written consent of First Mortgagees holding mortgages on units entitled to at least one hundred (100%) of the Beneficial Interest in the Condominium Trust and unit owners entitled to at least one

hundred (100%) percent of the Beneficial Interest in the Condominium Trust shall be required for the following:

- (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 area 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
- (v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity

with the requirements of Section 17 of Chapter 183A.

Any First Mortgagee 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 pursuant to this Section (K) shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Section, when recorded at the Suffolk County Registry of Deeds shall be conclusive as to the facts therein set forth as well as to all parties and may be relied pursuant to the provisions of Article VI, Section 6.4 of the Condominium Trust.

The Declarant intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and subject to any greater requirements imposed by Massachusetts General Laws, Chapter 183A 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 with the exception of those amendments necessary to keep the Master Deed or Condominium Trust in compliance with the requirements of FNMA and/or FHLMC, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Suffolk County Registry of Deeds.

16. **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 the appurtenant interests ("Appurtenant Interests"), including without implied limitation: (i) the undivided interest in the Common Areas appurtenant thereto; (ii) the interest of such Unit Owner in any other assets of the Condominium; and (iii) the right of such Unit Owner to exclusive use of certain Common Areas.

17. **SPECIAL AMENDMENT** Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the premises the Declarant reserves the right and power to file and record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage 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 of such agency or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment hereto. 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 a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, 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 servation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees of the Westminster Avenue Condominiums at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any unit.

18. **ARBITRATION.** In the event that any Unit Owner or any Trustee is aggrieved by an action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a vote of the Unit Owners or Trustees remains undecided because such vote does not receive the required number of votes, or is decided contrary to the desires of any Unit Owner or Trustees and appears to be inconsistent with a provision of the Master Deed or Declaration of Trust, such Unit Owner or Trustee may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by the American Arbitration Association (Boston Office, so long as such institution shall exist, or such similar organization as may then be in existence) by such Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any Court of competent jurisdiction. The costs of arbitration conducted under the provisions of this paragraph shall be assessed as a common expense of the Condominium, unless it is determined by the arbitrator that the action so requested was frivolous or without any merit; in which case the costs of said arbitration shall be the sole cost and expense of the party initiating said action.

19. **CONFLICTS**. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

A. In the event of a conflict between the Master Deed and Chapter 183A, the provisions of Chapter 183A shall control.

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

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

D. In the event of any conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control.

20. **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.

21. **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.

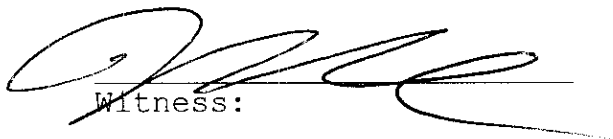
22. **ASSIGNMENT OF RIGHTS OF DECLARANT.** Declarant, by deed or by separate assignment, shall be entitled to assign any and all of its rights hereunder and under the Condominium Trust at any time, and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Declarant.

23. **RECORDING.** All documents and instruments required to be recorded hereunder shall be so recorded with the Suffolk County Registry of Deeds.

24. **DEFINITIONS.** All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

[See next page for signature page]

Signed and sealed this 17th day of July 2007.


Witness:

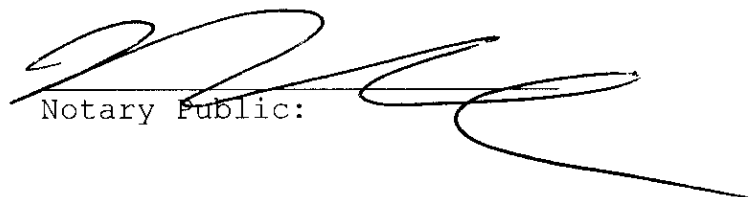

Mary Cutone, Trustee of
16 Westminster Avenue Realty Trust

COMMONWEALTH OF MASSACHUSETTS

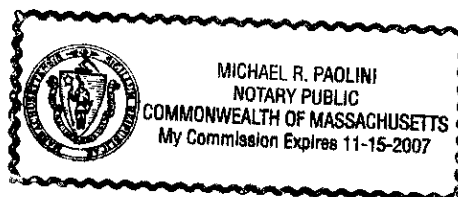
Dorchester, SS

Jul 17 2007

Before me, the undersigned notary public, personally appeared **Mary Cutone, Trustee of 16 Westminster Avenue Realty Trust** and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public:

My Commission Expires: 11/15/07



CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 3000.00 has been paid with respect to the 7 units of the condominium described in this master deed / lots in the consolidation contained on this consolidation plan. / lots of the subdivision contained in this subdivision plan.


Collector-Treasurer

EXHIBIT "A"ATTACHED TO AND MADE A PART OF THE MASTER DEED OF THE
Westminster Avenue CondominiumsLEGAL LAND DESCRIPTION

The land with the buildings thereon if any there be, being the estate No. 16 Westminster Avenue in that part of Boston formerly Roxbury, bounded and described as follows: Commencing at a point on said Westminster Avenue, at the most northwesterly corner of land of W.A. Bowdlear, and thence running Northeasterly on said land of Bowdlear one hundred sixty-seven and 9/10 (167.9) feet, to a stone post at the corner of said Bowdlear's land and land of Dr. George I. Arnolds, thence turning and running Northwesterly on land formerly of Aaron Kingsbury, one hundred (100) feet to a stone post; thence turning and running Southwesterly on said land formerly of Kingsbury, one hundred fifty-nine and 3/10 (159.3) feet, to said Westminster Avenue, and thence turning and running Southeasterly on the Northeasterly line of said Avenue, one hundred (100) feet to the point of beginning. Containing 16,335 square feet, more or less.

For Declarant's title see Deed dated December 17, 2005 and recorded with the Suffolk County Registry of Deeds in Book 38983, Page 59 and Deed dated March 14, 2007 as recorded with the Suffolk County Registry of Deeds in Book 41496, Page 63.

EXHIBIT "B"

**ATTACHED HERETO AND MADE A PART OF THE MASTER DEED OF THE
Westminster Avenue Condominium**

UNIT A1

Unit A1 consists of: Three (3) bedrooms and one (1) bath on the ground floor, and a kitchen, dining room, living room, bath and laundry on first floor.

APPROXIMATE TOTAL AREA: 1441 square feet.

h) **EXCLUSIVE USE AREAS:** At least one (1) parking space to be sold or conveyed by the Declarant by Deed or separate instrument and Ground floor storage area, ground floor rear walkout, first floor rear porch and stairs, first floor front deck to be shared with Unit A2; all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS:

Front deck and walkways, ground floor walkout

PERCENTAGE INTEREST: 13.50%

EXHIBIT "B" Continued

UNIT A2

Unit A2 consists of: Kitchen, Dining room, living room, bath and laundry on the second floor and three (3) bedrooms and one bath on third floor.

APPROXIMATE TOTAL AREA: 1626 square feet.

EXCLUSIVE USE AREAS: At least one (1) parking space to be sold or conveyed by the Declarant by Deed or separate instrument and ground floor storage area, second floor rear deck and stairs, rear stairs to be shared with Unit C2; all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS:

Front deck and walkways, ground floor walkout. Rear stairs, interior stairwell

PERCENTAGE INTEREST: 15.50%

EXHIBIT "B" Continued

UNIT B1

Unit B1 consists of: Three (3) bedrooms and one (1) bath on ground floor and a kitchen, dining room, living room, bath and laundry room on first floor.

APPROXIMATE TOTAL AREA: 1434 square feet.

EXCLUSIVE USE AREAS: At least one (1) parking space to be sold or conveyed by the Declarant by Deed or separate instrument and ground floor storage area, ground floor rear walkout, first floor rear porch and stairs, first floor front deck to be shared with Unit B2; all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS:

Front deck and walkways, ground floor walkout

PERCENTAGE INTEREST: 13.50%

EXHIBIT "B" Continued

UNIT B2

Unit B2 consists of: Kitchen, dining room, living room, bath and laundry on the second floor and three (3) bedrooms and one bath on the third floor.

APPROXIMATE TOTAL AREA: 1598 square feet.

EXCLUSIVE USE AREAS: At least one (1) parking space to be sold or conveyed by the Declarant by Deed or separate instrument and ground floor storage area, second floor rear deck and stairs, rear stairs to be shared with Unit C3; all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS:

Front deck and walkways, ground floor walkout, rear stairs, interior stairwell

PERCENTAGE INTEREST: 15.20%

EXHIBIT "B" Continued

UNIT C1

Unit C1 consists of: Three (3) bedrooms, kitchen, dining room, living room, two (2) baths and laundry room on the first floor.

APPROXIMATE TOTAL AREA: 1430 square feet.

EXCLUSIVE USE AREAS: Parking Space Number 12 and ground floor storage area, ground floor rear walkout, first floor front deck to be shared with Units C2 and C3, first floor rear deck; all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS:

Front deck and walkways, ground floor walkout

PERCENTAGE INTEREST: 13.60%

EXHIBIT "B" Continued

UNIT C2

Unit C2 consists of: Kitchen, dining room, living room, bath and laundry room on the second floor and three (3) bedrooms and one (1) bath on third floor.

APPROXIMATE TOTAL AREA: 1481 square feet.

EXCLUSIVE USE AREAS: At least one (1) parking space to be sold or conveyed by the Declarant by Deed or separate instrument and ground floor storage area, first floor front deck to be shared with Units C1 and C3, second floor rear deck (subject to passageway rights for Unit A2); all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS: Front deck and walkways, ground floor walkout, rear stairs, interior stairwell

PERCENTAGE INTEREST: 14.20%

EXHIBIT "B" Continued

UNIT C3

Unit C3 consists of: Kitchen, dining room, living room, bath and laundry room on the second floor and three (3) bedrooms and one (1) bath on third floor.

APPROXIMATE TOTAL AREA: 1523 square feet.

EXCLUSIVE USE AREAS: At least one (1) parking space to be sold or conveyed by the Declarant by Deed or separate instrument and ground floor storage area, first floor front deck to be shared with Units C1 and C2, second floor deck (subject to passageway rights of Unit B2), rear stairs to be shared with Unit B2; all as depicted on the Condominium Building Plan and Condominium Site Plan.

IMMEDIATE COMMON ACCESS: Front deck and walkways, ground floor walkout, rear stairs, interior stairwell

PERCENTAGE INTEREST: 14.50%

EXHIBIT "B" (continued)

COMMON AREA PERCENTAGE SUMMARY

Unit A1	13.50%
Unit A2	15.50%
Unit B1	13.50%
Unit B2	15.20%
Unit C1	13.60%
Unit C2	14.20%
Unit C3	14.50%
TOTAL	100%