



2022 00088064

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Recorded: 10/25/2022 12:30 PM

ATTEST: Stephen J. Murphy, Register

Suffolk County Registry of Deeds

MASTER DEED

83 ALDRICH STREET CONDOMINIUM

HEATHER E. OVESEN, (the "Declarant") being the owner of the land with the buildings thereon known as and numbered 83 Aldrich Street, Boston, Suffolk County, Massachusetts, more particularly described in Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto (collectively called the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), and proposed to create and do 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

The name of the condominium shall be the **83 Aldrich Street Condominium** (the "Condominium").

2. DESCRIPTION OF LAND

The Condominium shall consist of the land with the buildings and improvements thereon more fully described in Exhibit A attached hereto and hereby incorporated herein by this reference and made a part hereof.

3. TRUST

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the **83 Aldrich Street Condominium Trust** under Declaration of Trust of even date, to be recorded herewith (the "Trust" or the "Condominium Trust").

Said Declaration of Trust establishes an organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The Trustees have enacted By-Laws, which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A.

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(2) (12)

4. DESCRIPTION OF BUILDING

There is one building (the "building") and one garage on the Premises, which is described in Exhibit A to this Master Deed. The building is described as follows:

The building is a three (3) story structure, plus basement. The building is constructed principally of wood with vinyl siding. The roof is asphalt shingle. The floor joists and the roof joists are wood. The foundation is stone. There are two (2) residential units, as further described in Section 5.

The basement contains a room designated on the Master Plans as "Basement / Common", which contains a common stair and an electrical panel and meter for each respective unit. The basement also contains a room designated as "Storage / Exclusive Use / Unit 1", which is an Exclusive Use Area for Unit 1. This room contains the washer, dryer, and furnace for Unit 1, and also contains the water heater for Unit 1, and the water heater for Unit 2. As further described in Section 5(c) and Section 5(d), Unit 2 shall have the right to use this Exclusive Use Area to access its water heater. The basement also contains a room designated on the Master Plans as "Storage / Exclusive Use / Unit 2", which is an Exclusive Use Area for Unit 2. This room contains the washer, dryer and furnace for Unit 2.

The garage is a portion of the Common Elements subject to Section 6.

5. DESCRIPTION OF THE UNITS, PORCHES, HEATING EQUIPMENT AND STORAGE AREAS

a) Units.

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and Exclusive Use Area and/or Limited Common Area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

- i) The boundaries of each of the units with respect to the floors, ceilings and walls thereof are as follows:
 - 1) Floors: The upper surface of the subflooring;
 - 2) Ceilings: The lower surface of the finished ceilings;
 - 3) Walls: As to all units: the plane of the surface of the plaster facing the interior of the unit;
 - 4) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities.

- 5) Doors and Windows in interior and exterior walls of units including but not limited to those which open from a unit, are part of the unit.

b) Porches

- i) The front porch at the first-floor level to which Unit 1 has access, which is at the front of the building and is designated on the Master Plans (as defined in Section 7 hereof) as "Covered Porch / Exclusive Use / Unit 1" is Exclusive Use Area for Unit 1.
- ii) The front stair to the front porch and Entry for Unit 2 which is the shaded area next to the front porch mentioned in clause (i) shall be an Exclusive Use Area for which Unit 1 shall have the right to use; however, Unit 2 shall have an easement over this shaded area with the right to use said Exclusive Use Area for the purposes of accessing the Entry and Exit for Unit 2.
- iii) The rear porch at the first-floor level to which Unit 1 has access, which is at the rear of the building and is designated on the Master Plans as "Covered Porch / Exclusive Use / Unit 1" is Exclusive Use Area for Unit 1.
- iv) The front porch at the second-floor level to which Unit 2 has access, which is at the front of the building and is designated on the Master Plans as "Porch / Exclusive Use / Unit 2" is Exclusive Use Area for Unit 2.
- v) The rear porch at the second-floor level to which Unit 2 has access, which is at the rear of the building and is designated on the Master Plans as "Covered Porch / Exclusive Use / Unit 2" is Exclusive Use Area for Unit 2.
- vi) No change in color or design of any exterior Exclusive Use Area shall be made except with the prior written assent of the Trustees of the Condominium Trust in each instance. The responsibility to maintain and repair Exclusive Use Areas (including but not limited to the structure portions of porches and decks) shall be that of the owner of the Unit to which such Exclusive Use Areas is appurtenant. Such Unit Owners shall maintain any Exclusive Use Area and Limited Common Area in a neat, safe, and orderly condition.

c) Heating Systems.

Each unit in the building is served by its own furnace, and hot water heater, located in the basement, and piping, wiring and equipment appurtenant thereto are hereinafter called the "HVAC Equipment". The HVAC Equipment, (including the aforementioned burners and hot water heaters, and all piping, wiring and equipment appurtenant thereto) whether located within, or without the units, is appurtenant to the unit which it serves, and the entire cost of maintenance, gas or fuel, electric fuel, operation, repair, maintenance and replacement of the HVAC Equipment shall be the responsibility of the individual unit owner of the unit served by the HVAC equipment regardless of the fact that said furnace and said piping, wiring and equipment may be located outside of the units. Each unit owner shall have an easement to use, maintain operate, repair and replace the HVAC Equipment serving his unit and located in the common areas and facilities, or, as is the case for Unit 2's hot water heater as of the date of this Master Deed, in the other unit, and each unit owner shall be subject to such easement in favor of the other unit owner.

d) Basement Storage Areas.

- i) The storage area at the basement level to which Unit 1 has access and is designated on the Master Plans as "Storage / Exclusive Use / Unit 1" is an Exclusive Use Area for Unit 1. As noted in Section 5(c), the hot water heater for Unit 2 is located in the Exclusive Use Area as defined in this Section. Unit 2 shall have an easement for the right to access this Exclusive Use Area for the limited purposes of maintenance, repair or replacement of its hot water heater.
- ii) The storage area at the basement level to which Unit 2 has access and is designated on the Master Plans as "Storage / Exclusive Use / Unit 2" is Exclusive Use Area for Unit 2.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire subject premises as described in Section 2 and Exhibit A of this Master Deed and all parts of the building as described in Section 4 of this Master Deed, other than the units described on Exhibit B hereto. The HVAC Equipment referred to in Section 5(c) shall be Exclusive Use Areas for each respective unit. The garage located on the subject premises shall be a Common Element and used by both units as storage for trash and recycle barrels, landscaping and snow-removal equipment. The yard shall also be a Common Element.

Without limiting the foregoing language in this Section 6, the Common Elements of Condominium include:

- a) The land described in Section 2 and Exhibit A of this Master Deed;
- b) The foundations of the building and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor, ceiling and roof beams and joists, and exterior walls, any interior bearing walls, the subflooring below the upper surface thereof, roof, building entrances and exits, porches (subject, however, to the provisions of Section 5(b), the Basement (subject, however to the provisions of Section 5(d)), and all structural portions of the buildings;
- c) Installations of central services such as power, light, drains, hot and cold water, vents and heating, lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within, or without such unit, are (as set forth in Section 5(c)) a part of the unit which it services and is not a part of the Common Elements;
- d) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;
- e) Exterior lighting devices and wires and poles serving the same. No exterior lighting devices, wires or poles shall be altered or replaced without the prior written consent of both unit owners;

- f) All yards; and
- g) All other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit B hereto. The proportionate interest of each unit of the Condominium shall be as set forth on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

7. PLANS

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

8. USE OF UNITS

- (a) The building and both units are intended only for residential purposes by not more than one family unit nor more than the number of unrelated persons per unit as regulated by the City of Boston; provided, however, that the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws, and only so long as no visitors, customers, clients, or the like shall be allowed to enter the subject property and/or unit for said business purposes or office purposes; and
- (b) No unit shall be used or maintained in a manner inconsistent with the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto, or Massachusetts General Laws, Chapter 183A.

9. AMENDMENT OF MASTER DEED

- (a) This Master Deed may be amended by an instrument in writing (i) signed by the Owners of the units at the time entitled to one hundred percent (100%) of the beneficial interest in the Common Elements; and (ii) signed by all of the Condominium Trustees then in office; and (iii) duly recorded with the Suffolk County Registry of Deeds; provided, however, that:
 - i) The date on which any such instrument or amendment is first signed by the Owner of a unit or a Trustee of the Condominium Trust shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless so recorded in the Suffolk County Registry of Deeds within six (6) months after such date;

- ii) No instrument or amendment which alters the dimensions of any unit shall be of any force or effect unless signed by the Owner of the unit so altered;
- iii) No instrument or amendment which alters the percentage of the beneficial interest to which any unit is entitled in the Common Elements shall be of any force or effect unless signed by the Owner of the Unit so altered;
- iv) No instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect;
- v) No instrument or amendment affecting any unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
- vi) No instrument or 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 or amendment;
- vii) No instrument or amendment which disqualifies mortgages of units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect;
- viii) Notwithstanding anything to the contrary herein, as long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time to amend the Master Deed without the consent of any other unit Owners or any of the Trustees of the Condominium Trust to comply with the requirements of FHLMC, FNMA, the Government National Mortgage Association, 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, or the requirements of any insurance company or insurance underwriting office or organization which performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any of such agencies or entities to make, purchase, sell, insurance, or guarantee first mortgages covering Unit ownership; or
 - 1) To bring this Master Deed or the Trust into compliance with Massachusetts General Laws, Chapter 183A; or
 - 2) To correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or to the Trust.

10. ENCROACHMENTS

If any portion of the Common Elements shall hereafter encroach upon any unit, or if any unit shall hereafter encroach upon any other unit or upon any portion of the Common Elements as a result of (a) settling of the Building, or (b) alteration or repair of the Common Elements made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the building or any 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 any such building stands.

11. 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 the Owners of all units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the units and serving their unit. Each unit shall be subject to an easement favor of the Owners of the other unit 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 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. RIGHT OF FIRST REFUSAL

No Unit Owner shall have a right of first refusal with respect to any sale of any unit. In the event this Master Deed is amended to grant a right of first refusal, it shall not affect the rights of first mortgage holders.

13. UNIT OWNERS' RIGHTS, DUTIES AND RESTRICTIONS

- (a) Each Unit Owner shall be a member of the Condominium Trust;
- (b) Each Unit Owner shall be required to pay a proportionate share of the common expenses of the Condominium upon being assessed therefore by the Trustees. Each Unit Owner's share shall be proportionate to their unit's undivided interest in the Common Elements. Initial assessments shall occur with the first conveyance of a unit by the Declarant;
- (c) Each Unit Owner's voting rights shall be proportionate to their undivided interest in the Common Elements;
- (d) Each Unit Owner shall have a perpetual right of ingress and egress to their Unit, which right shall be appurtenant to the unit;
- (e) All present and future owners, their employees, tenants, occupants and visitors shall be subject to, and shall comply with, the provisions of the Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto, insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed of conveyance of the entering into a lease or into occupancy of any unit or possession of any unit shall constitute an agreement that:
 - i) The provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such 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, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and Regulations by any person shall be deemed a substantial violation of the duties of the Owner of a Unit.
- (f) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, 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.

14. PROVISIONS FOR PROTECTION OF MORTGAGEES

Reference is hereby made to Section 33 of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

15. INVALIDITY

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

16. WAIVER

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

17. CAPTIONS

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

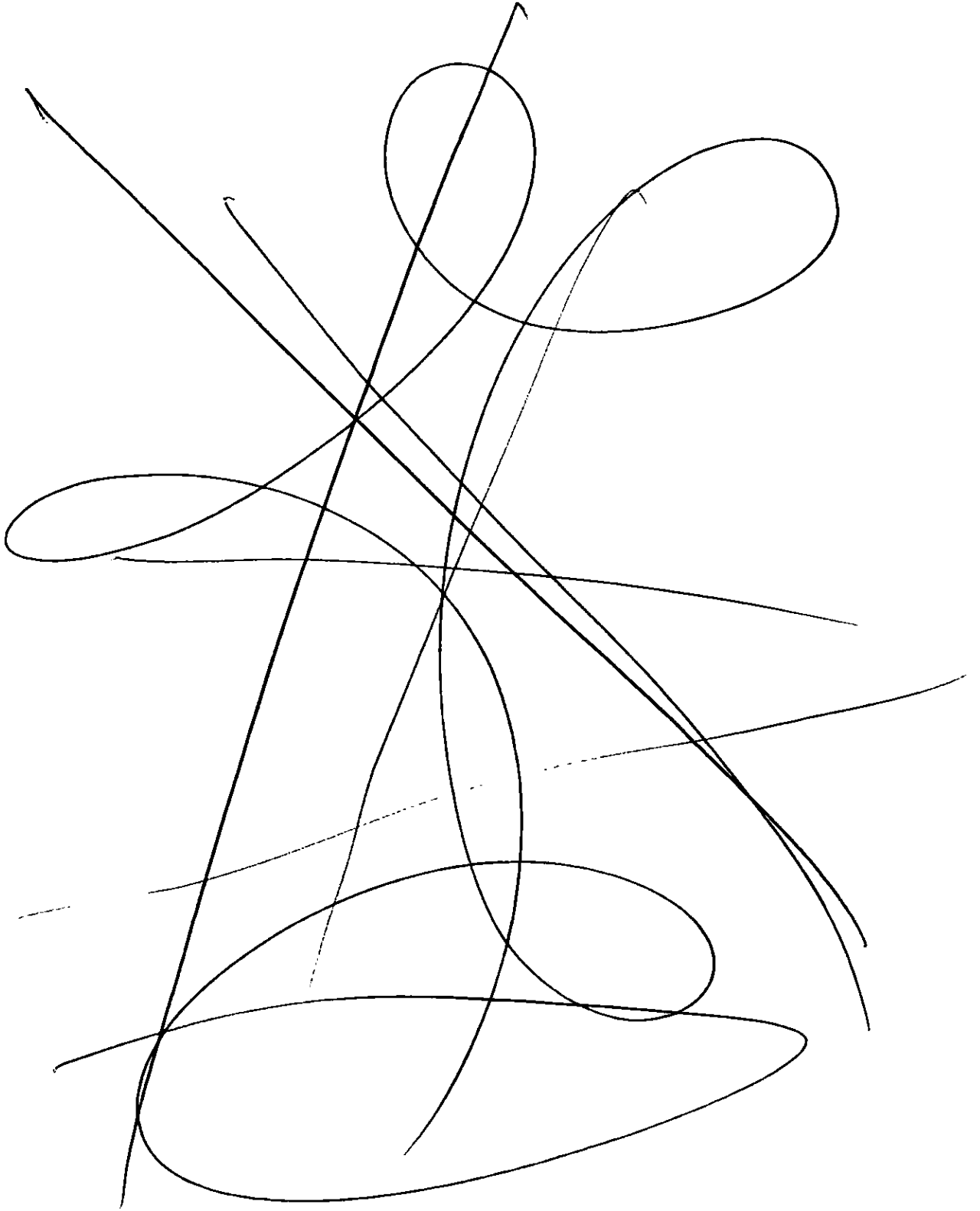
18. CONFLICTS AND DEFINITIONS

This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. All terms and expressions used in this Master Deed, which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings here unless the context otherwise requires.

19. ASSIGNABILITY

Declarant, by deed or separate agreement, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the By-Laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Declarant, or to the Condominium Trust.

[signature page to follow]



IN WITNESS WHEREOF, HEATHER E. OVESEN has caused this Master Deed to be duly executed, sealed and delivered on this 20th day of October, 2022.

Heather E. Ovesen

HEATHER E. OVESEN

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 20th day of October, 2022, before me, the undersigned notary public, personally appeared Heather E. Ovesen, who proved to me through satisfactory evidence of identification, which was MA license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Carolyn M. Wilson

Notary Public: Carolyn M. Wilson

My Commission Expires: 9/20/24



[A large handwritten 'X' is drawn across the bottom half of the page.]

Exhibit A

The land with the buildings thereon situated in that part of Boston called West Roxbury, Suffolk County, Massachusetts, being lot 13 as shown on a plan of lots on the Dudley Estate, West Roxbury, owned by Clifford Devens, and made by J. Edwin Jones, dated November 9, 1891 and which plan is recorded with Suffolk County Registry of Deeds in Book 2027, Page 67, and said Lot 13 being bounded and described as follows:

SOUTHEASTERLY: by the northwesterly line of Aldrich Street, forty-nine (49) feet;

SOUTHWESTERLY: by the northeasterly line of Cornell Street, eighty-five (85) feet;

NORTHWESTERLY: by land now or formerly of the heirs of Julia S. Bradford, forty-eight and 3/10 (48.3) feet; and

NORTHEASTERLY: by lot 14 as shown on said plan, eighty-five (85) feet.

Containing 4,135 square feet of land according to said plan.

For Declarant's Title, see Deed recorded with the Suffolk County Registry of Deeds at Book 67381, Page 245.

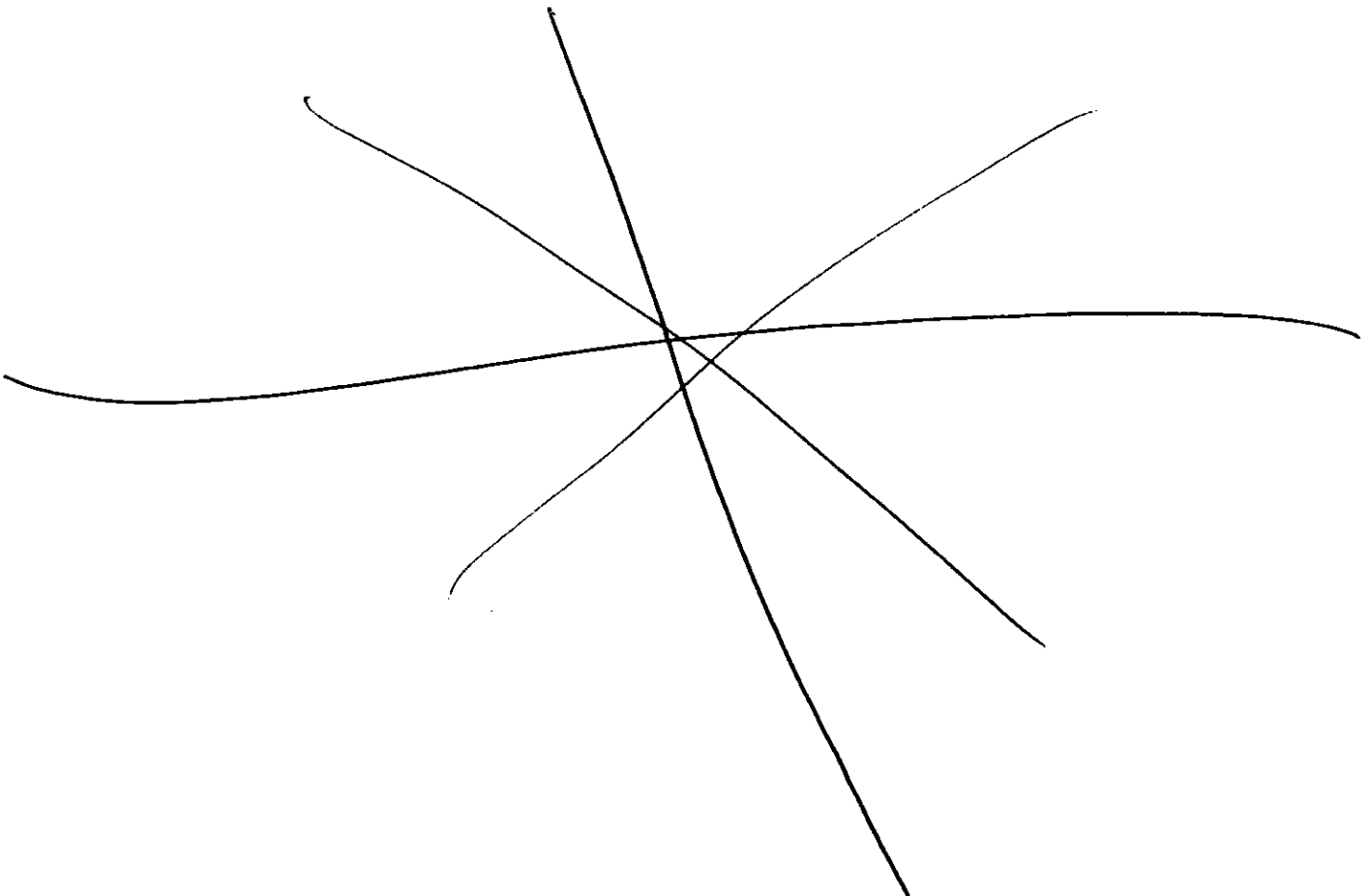


Exhibit B**Description of Units**

<u>UNIT NO.</u>	<u>STATEMENT OF UNIT LOCATION</u>	<u>NO. OF ROOMS And EXCLUSIVE USE AREAS</u>	<u>APPROX. SQ. FT.</u>	<u>PROPORTIONATE INTEREST</u>
1	First Floor	Six (6) Rooms One (1) Bathroom <u>Exclusive Use Areas</u> - Two (2) Covered Porches; front and rear of building - One (1) Storage Area – basement level	1,545	41%
2	Second and Third Floors	Seven(7) Rooms Two (2) Bathrooms <u>Exclusive Use Areas</u> - One (1) Porch; one (1) Covered Porch - One (1) Storage Area – basement level	2,218	59%

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 500.00 has been paid with respect to the 2 units of the condominium described in this master deed / ~~lots in the consolidation contained on this consolidation plan / lots in the subdivision contained on this subdivision plan~~


 Assistant Collector-Treasurer