

18



Bk: 41819 Pg: 167 Doc: MD  
Page: 1 of 18 05/18/2007 02:51 PM

**MASTER DEED**  
**OF**  
**THE 15 OAKLAND STREET CONDOMINIUM**

We, Ari Koufos, of Watertown, Massachusetts, and Richard A. Berardino, of Sudbury, Massachusetts (hereinafter "Declarant"), being the owner of the land with improvements thereon (hereinafter called the "Premises") located in Boston (Brighton), Suffolk County, Massachusetts (the "Municipality") more particularly hereinafter described, by duly executing and recording this Master Deed with the Suffolk County Registry of Deeds, do hereby submit the Premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A), propose to create, and hereby do create with respect to the Premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide as follows:

**Section 1. Name.** The name of the Condominium shall be:

THE 15 OAKLAND STREET CONDOMINIUM (the "Condominium")

**Section 2. Description of the Land.** The land on which the Condominium is located is generally known as 15 Oakland Street, Boston (Brighton), Massachusetts (the "Land"), and is more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any easements, encumbrances, restrictions, and appurtenant rights therein specified.

**Section 3. Description of the Building(s).** The Condominium shall consist of the Land, those three (3) Units (the "Units"), known as Unit No. 1, Unit No. 2 and Unit No. 3, described in section 4(a) below and the appurtenant interests thereto in the building located at 15 Oakland Street, Boston (Brighton), Suffolk County, Massachusetts (the "Building"). The Building consists of a three (3)-story dwelling and a Basement. The walls dividing the units are wallboard over a wood frame. The roof of the Building is made of asphalt shingles. The Building is a wood-frame structure and is heated by oil.

**Section 4. Description of Units.**

(a) The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate Common Area to which each Unit has access, as well as its proportionate interest in the Common Elements, are set forth in Exhibit "B" attached hereto and made a part hereof.

(b) The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Floors: The plane of the uppermost surface of the subflooring;
- (ii) Ceilings: The plane of the lower surface of the ceiling joists;

Attested hereto

*Francis M. Roache*  
Francis M. Roache  
Register of Deeds

BABIGIAN LAW OFFICES, P.C.  
55 School Street  
Watertown, MA 02472

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Plan 2007  
Book 355

- (iii) Exterior building walls: The plane of the interior surface of the wall studs;
- (iv) Doors and windows: As to the doors, the exterior surface thereof; as to the windows, the exterior surface of the glass and window frames and storm window frames and storm windows, if any, all of which the Unit Owners shall be responsible thereof.

(c) Each Unit shall be subject to and have the benefit of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, the By-Laws, the rules and regulations promulgated pursuant thereto and Chapter 183A.

**Section 5. Description of the Common Areas and Facilities.** The Common Elements of the Condominium (the "Common Elements") consist of the entire Premises other than the three (3) Units, including without implied limitation, the following portions of the Premises as may exist from time to time:

(a) The Land, together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable, as referred to in Section 2;

(b) All foundations, columns, gliders, beam supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the Building(s) (other than any portion thereof included in the Units), all roofs, and the areas in the Building(s) between the upper surface of the subflooring and the lower surface of the ceiling joists below it;

(c) All entrances, vestibules of the Building(s); all halls, corridors and stairs, subject to any exclusive rights as shown on the Site and Floor Plans, the mailboxes and other equipment and facilities in such areas; the gutters and down spouts on the Building(s); all patios, decks and balconies (if any), subject to the exclusive right appurtenant to each Unit to use the patio, deck and/or balcony (if any) immediately accessible therefrom;

(d) Each Unit Owner shall have the exclusive use of the areas in and to the driveway and Garage (the "Exclusive Use Area") – Unit 1 has an Exclusive Use Area in the Driveway, and Units 2 and 3 have an Exclusive Use Area in the Garage (1 space each) – as shown on the Site and Floor Plans defined below, assigned to it in accordance with said Site and Floor Plans. Each Unit Owner shall have the right to use the driveway for ingress and egress;

(e) Each unit shall have the exclusive use of the areas in each Basement assigned to it in accordance with the Site and Floor Plans defined below;

(f) All yards, plantings, gardens, steps and walkways located outside the Building(s) and on the Land, subject to any exclusive rights as shown on the Site and Floor Plans;

(g) All lighting fixtures, walls and fences located outside the Building(s) and on the land;

(h) All utility lines and installations for central services such as power, light, telephone, water, heating and waste disposal, including all equipment attendant thereto but excluding that equipment and those lines and installations which exclusively serve an individual

unit and are located wholly within that unit or in an exclusive use area for such Unit;

(i) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all other apparatus and installations (including any replacements thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Building, the Land and the Condominium; and;

(j) Any additional common areas and facilities listed in Chapter 183A, and located in the Condominium.

The use of and other matters relating to the Common Elements shall be subject to the provisions of this Master Deed, the Declaration of Trust and any rules and regulations (the "Rules and Regulations") adopted pursuant thereto, as any of the same may be amended from time to time with respect to the use thereof.

**Section 6. Unit Interests in the Common Elements and Exclusive Use Areas.**

A. The owners of each Unit shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages shown on Exhibit "B" attached to this Master Deed and incorporated herein by this reference. Those percentage interests have been computed conformably with Chapter 183A, upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date;

B. Each Unit Owner shall have an exclusive easement to use the porch, if any, adjacent to the Unit as shown on the Site and Floor Plans, subject to the rights of other Unit Owners to use said deck as an alternate means of egress.

**Section 7. Site Plan and Floor Plans.** There is recorded herewith and by this reference made a part hereof a site plan showing the boundaries of the land and the location of the improvements thereon, and a set of the floor plans of the Building(s) showing the layout, location, unit number, and dimensions of the Units as built, and containing the verified statements required by Chapter 183A. Said Plans are entitled "Site and Floor Plans, The 15 Oakland Street Condominium, No. 15 Oakland Street, Boston (Brighton), MA," dated May 8, 2007, D&A Survey Associates, P.O. Box 621, Medford, MA 02155 (the "Site and Floor Plans").

**Section 8. Condominium Trust and Unit Owners' Rights.** The entity through which the Unit Owners will manage and regulate the Condominium established hereby is The 15 Oakland Street Condominium Trust under the Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members (the "Owners' Organization") and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The name of the original and present Trustees and the mailing address of the Condominium Trust, so designated in the Declaration of Trust are as follows: Ari Koufos and Richard A. Berardino, 5 Bellevue Terrace, Watertown, Massachusetts 02472.

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

The use of each Unit by subsequent purchasers shall be limited to the intended uses in Section 9 here to follow and subject to all restrictions, uses and conditions created by this instrument.

Each Unit Owner is required to pay a proportionate share of Common Expenses upon being assessed by the Trust. Such share shall be proportionate to that Unit's Common Element interest. Initial assessments shall occur upon conveyance of the first Unit.

Voting rights shall be apportioned equally between each Unit Owner.

There may be no restriction upon any Unit Owner's right of ingress and egress to his or her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

In the event that the Trustees shall purchase a Unit pursuant to the provisions of the Declaration of Trust, together with the Unit's undivided interest and the interest of such Unit Owner in any other assets of the Condominium, then, title to the Unit, together with such interests, shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. Any lease covering any Unit leased by the Trustees or their designee, shall be held by the Trustees or their designee, on behalf of all Unit Owners, in proportion to their respective undivided interests.

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 (1) settling or shifting of the Building(s), (2) alteration or repair of the Building(s) or of the Common Elements made by or with the consent of the Trustees, (3) repair or restoration of the Building(s) or a Unit after damage by fire or other casualty or (4) condemnation or eminent domain proceedings, then, in any of such events, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) (or any of them), stand.

There is excluded from the conveyance of each of the Units so much of the Common Elements as are located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit, and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located in such Unit. The Trustees and their authorized agents or employees shall have a right of access to each Unit from time to time during reasonable hours and upon reasonable notice (or at any time, in case of emergency) for the maintenance, repair and replacement of the Common Elements located therein or accessible therefrom or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

**Section 9. Intended Use of the Building(s) and the Units.** The Building(s) and the Units are intended solely for dwelling purposes, and only as allowed by the zoning laws of the Municipality. No use may be made of the Unit except as a residence of the Unit Owner and/or the Unit Owner's family, guests and tenants. The Unit Owner shall not use, or allow anyone else to use, the Unit for a business or commercial purpose, or for any purpose other than as a residence, except that occupants of the Unit may conduct ancillary home occupations, including

but limited to an office-in-home, in the Unit provided that the ancillary home occupation (a) is incidental and secondary to the principal use of the premises as a residence, (b) is conducted entirely within the Unit and involves no exterior sign, window displays or other exterior use of the premises, (c) produces no noise, odors, disturbance or other material impact on the occupants of the other Units, (d) generates no materially increased pedestrian or vehicular traffic to the premises and (e) complies with the terms of all applicable Federal, state and municipal laws, rules, regulations and ordinances, including but not limited to local zoning by-laws. Notwithstanding the foregoing, the Declarant, or any successor in interest as developer of the Condominium, until the Declarant has sold all of the Units, may lease unsold Units and use unsold Units as display models and/or sales offices for marketing purposes.

1. Unless otherwise restricted under other agreement duly recorded, any Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

(a) Any lease, or occupancy agreement, shall:

(i) be in writing and apply to the entire Unit, and not merely a portion thereof; and

(ii) no unit estate may be leased or rented for a period of less than thirty (30). Renewal of such leases or rental agreements shall be contingent upon written approval of a majority of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed; and

(iii) expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement; and

(iv) contain the following notice, in capital letters, double spaced:

“THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNER OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST, AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY

FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT)”.

2. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the Trustees of the Condominium Trust of which the leased Unit is a part, shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive.

No more than two (2) unrelated adults, plus their children, may reside in a single Unit at the same time.

**Section 10. Restrictions on Use of Units.** In order to provide for congenial occupancy of the Premises, and for the protection of the value of the Units, Units shall be restricted to and shall be in accordance with the following provisions:

- (a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the By Laws promulgated pursuant thereto;
- (b) 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 Section 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls of other improvement shall be done in good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirement of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;
- (c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no balcony awning, screen antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, unless said

change is approved by at least a 100% vote of all Unit Owners;

- (d) Any construction in or on the common areas or any portions thereof which a Unit Owner individually has an exclusive right to use, must, before construction is begun, be approved by the Trustees in writing, and shall be subject to the same requirement as stated in subparagraph (b) of this Section 10.
- (e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the 100% approval of the Trustees in writing;
- (f) Owners of the Units may not transfer their units without the appurtenant right to the portions of the Common Elements which they have an exclusive right to use, however, Owners of garage spaces and designated parking spaces may transfer spaces to other Owners of Units or rent such garage spaces and designated parking spaces to Owners of Units or tenants of Owners of Units;
- (g) Unit Owners of the Units, individually, are responsible for the upkeep, maintenance, repair, any service or work necessary for the benefit of his or her Unit, as well as for the upkeep of the common elements, and replacement of the Common Elements to which their exclusive right to use attaches; provided, however, if the Unit Owners of more than one Unit have an exclusive right in common to use the same portion of the Common Elements, then the Unit Owners sharing such exclusive right shall be responsible for the upkeep, maintenance, repair and replacement of such shared portion of the Common Elements equally. If, in the opinion of the Trustees, said upkeep, maintenance, repair and replacement is not being done, then the Trustees may contract to have it done, and the cost thereof will become a lien against the Unit or Units responsible therefor. In addition, all costs for utilities servicing the exclusive use easement areas shall be borne equally by those Units sharing exclusive rights to use such areas. Unit Owners with either sole and/or joint exclusive easements shall be responsible for any and all liability arising out of such exclusive rights. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt, or other substance;
- (h) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with the provisions of this Master Deed;
- (i) All maintenance and use by Unit Owners of gardens, porches, decks, balconies, lights and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;
- (j) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units or of other premises entitled to the use or benefit thereof;
- (k) No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with

the peaceful possession or proper use of the Condominium by its residents; Domestic, household pets are allowed, provided that they are not kept, bred or maintained for any commercial purpose and provided that if such pets are permitted outside of any of the living Units, then they shall at all times be kept on a leash or under direct and immediate voice control; at no time shall such pets be allowed, unattended, on any of the Common Areas. No other animals, livestock, poultry of any kind, shall be kept, raised or bred on any part of the above-described property.

- (l) No Unit Owner shall alter his Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring building(s);
- (m) No improper, offensive or unlawful use shall be made of the Units or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;
- (n) Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Condominium, relating to any such Unit, and those relating to any Common Elements shall be corrected by the respective Unit Owner(s); in addition, those violations relating to any Common Element to which one or more Unit Owner has an exclusive easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit which has the exclusive easement to that part of the Common Elements which cause such violations;
- (o) For soundproofing purposes, all Units must have carpeting or rugs covering at least fifty percent (50%) of the floor area of each room, except the kitchen and bathrooms, while such Unit is occupied, provided however, that this restriction shall not apply to any room which is not located over a room of another Unit;
- (p) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages or, objects of any kind;
- (q) The public halls, corridors, elevators, stair halls and stairways, if any, shall be used for no purpose other than normal transit through them; and
- (r) All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and Rules and Regulations of the Condominium. No Unit estate may be leased or rented for a period of less than thirty (30) days. Any lease agreement of a Unit must have a minimum initial term of six (6) months.

The restrictions set forth in Section 10, (1) shall be covenants running with the land, (2) shall be for the benefit of all Unit Owners, (3) shall be administered on behalf of the Unit Owners by the Trustees, (4) shall be enforceable by the Trustees, insofar as permitted by law, (5) may be waived in specific cases by the Trustees (except as to subparagraphs (f), (l), (m) and (n) of this Section 10, (6) shall, insofar as permitted by law, be perpetual, and, to that end, may be

extended at such time or times and in such manner as permitted or required by law, and (7) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

**Section 11. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgages.** Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, subject to any greater requirements imposed by Massachusetts General Laws, Chapter 183A, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation ("Freddie Mac" or "FHLMC") or Federal National Mortgage Association ("Fannie Mae" or "FNMA") as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of Freddie Mac and Fannie Mae with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of Fannie Mae and numerical requirements of Freddie Mac with respect to any action or non-action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal 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 first mortgagee to:

- (1) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (3) Sell a Unit acquired by the bona fide first mortgage lender through the procedures set forth in subparagraphs (1) and (2) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee 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) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee;

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for Common Expense or other 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 or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates 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 assessment made thereafter;

(f) All taxes, assessments, and charges which may become liens prior to the 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;

(g) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least one hundred percent (100%) of the first mortgagees (based upon one vote for each first mortgage owned) and at least one hundred percent (100%) of the allocated interest of the owners (other than the Declarant, developer or builder) of the individual Units have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

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

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

(i) Condominium dues or charges shall include an adequate reserve fund for the maintenance, repair, and replacement of those portions of the Common Elements that may be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. The foregoing notwithstanding, the Trustees shall have discretion to levy special assessments for such maintenance, repair and replacement, if necessary.

In addition, a working capital fund shall be established equal to at least two (2)

month's estimated Common Expenses for each Unit to be paid at time of the first conveyance of such Unit which fund shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid by Declarant to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary for desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of required assessments;

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

- (1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (2) Any default in the performance of any obligation under the constituent condominium documents or any delinquency in the payment of assessments or charges owed by the owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder, or eligible insurer or guarantor, which default or delinquency remains uncured for a period of sixty (60) days;
- (3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;
- (4) All meetings of the Condominium Trust, and shall be permitted to designate a representative to attend all such meetings;
- (5) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage, or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;
- (6) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section 11 and Section 12.
- (7) To the extent permitted by applicable law, the other eligible mortgage holders as specified in this Section 11 and Section 12.

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

- (1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans

and specifications, unless other action is approved by at least one hundred percent (100%) of the Trustees of the Condominium Trust and approved by eligible mortgage holders representing at least one hundred percent (100%) of the votes of the Units subject to mortgages held by eligible holders. Any election to terminate the legal status of the Condominium after substantial taking in condemnation of the Condominium property must be approved in writing by at least one hundred percent (100%) of the votes of units subject to mortgages held by eligible holders;

- (2) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least one hundred percent (100%) of the votes of such remaining Units subject to eligible holder mortgages;
- (3) When professional management has been previously required by and eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of Units to which at least one hundred percent (100%) of the votes in the Trust are allocated, and the approval of eligible holders holding mortgages on Units which have at least one hundred percent (100%) of the votes of Units subject to eligible holder mortgages;

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

(m) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

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

- (1) The consent of owners of Units to which at least one hundred percent (100%) of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and
- (2) The consent of the owners of Units to which at least one hundred percent (100%) of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at

least one hundred percent (100%) of the vote of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern, or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- (d) Insurance or Fidelity Bonds;
- (e) Reallocation of interest in the general or limited common areas, or rights to their use;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (f) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the projects;
- (h) Boundaries of any Unit;
- (i) Convertability of Units into common areas or of common areas into units;
- (j) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or convey his/her unit;
- (k) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such a request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to the parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

**Section 12. Amendments.** This Master Deed may be amended by an instrument in writing:

- (a) Signed by the Unit Owners entitled to one hundred percent (100%) of the undivided interests in the Common Elements;

- (b) Signed and acknowledged by all of the Trustees of the Condominium Trust; and
- (c) Duly recorded with the Registry of Deeds wherein this Master Deed is recorded.

PROVIDED, HOWEVER, that:

- (1) The date on which any such instrument 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 that same shall have been so recorded within six (6) months after such date;
- (2) No such instrument of amendment which alters the dimensions of any Units shall be of any force or effect unless the same has been assented to in writing by all holders of first mortgages of record;
- (3) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record or would materially adversely affect holders of mortgages shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;
- (4) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been assented to in writing by all holders of first mortgages of record;
- (5) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless assented to in writing by all holders of first mortgages of record;
- (6) 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 said Chapter 183A, as amended, shall be of any force or effect.

**Section 13. Subject to Master Deed, Unit Deed, Declaration of Trust and Rules and Regulations.** All present and future owners, visitors, employees and occupants of Units shall comply with the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations, as any of them may be amended from time to time, and with any items affecting the title to the Condominium, as described in Exhibit A hereto. The acceptance of a Unit Deed or conveyance of any Unit shall constitute an agreement that (1) the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations and any items affecting title to the Condominium are accepted and ratified by the owner, visitor, employee, occupant or any person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the land and shall bind any such person, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof and (2) a violation of any provision set forth in clause (1) above shall be deemed to be a substantial violation of the duties of the Unit's owner.

**Section 14. Chapter 183A.** The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A of

the Massachusetts General Laws, and in all respects not specified in this Master Deed or in the Condominium Trust and by-Laws, 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 common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

**Section 15. Invalidity.** If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstance is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

**Section 16. Conflicts.** This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provision stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

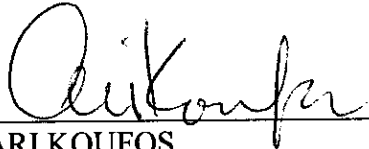
**Section 17. Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

**Section 18. Gender and Number.** The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

**Section 19. 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.

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

IN WITNESS WHEREOF, the Declarant hereby executes this MASTER DEED under seal this 17<sup>th</sup> day of May, 2007.

  
ARI KOUFOS

  
RICHARD A. BERARDINO

**THE COMMONWEALTH OF MASSACHUSETTS**

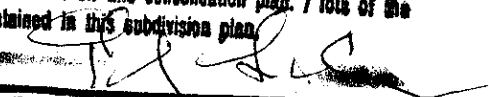
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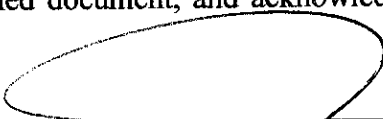
May 17, 2007

On this 17<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared ARI KOUFOS and RICHARD A. BERARDINO, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

**CITY OF BOSTON**

The excise imposed by Chapter 190 of the Acts of 1992 in the amount of \$ 1000.00 has been paid with respect to the 3 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.

  
Notary Public

  
K. VASKEN BABIGIAN Notary Public  
My Commission Expires: September 6, 2013

**THE 15 OAKLAND STREET CONDOMINIUM**  
**EXHIBIT "A" TO MASTER DEED**

A certain parcel of land with the buildings thereon numbered 15 Oakland Street, situated in that part of said Boston called Brighton, being shown as Lot number one (1) on a Plan of Land in Brighton by Herbert A. Wilson, C.E., dated December 1914, recorded with Suffolk Deeds, Book 3856, Page 308, and being bounded and described according to said plan as follows:

WESTERLY	by Oakland Street, forty-five (45) feet;
NORTHERLY	by Lot number two (2) as shown on said plan, ninety-five and 75/100 (95.75) feet;
EASTERLY	by land now or formerly of Annie H. Waters and of E.E. Geyer, forty-five and 15/100 (45.15) feet; and
SOUTHERLY	by land now or formerly of M.A. White, ninety-one and 55/100 (91.55) feet.

Containing 4,200 square feet of land according to said plan, be any or all of said measurements more or less or however otherwise said premises may be bounded, measured or described.

Said premises are conveyed subject to restrictions of record and the benefit of and subject to passageway rights as set forth in an Indenture between Lorenzo Marchese, et ux, and Harry Girosian, et ux, dated June 1, 1922, recorded with Suffolk Deeds, Book 4371, Page 476, so far as the same are in force and applicable.

For title, see deed from Anthony C. DiGregorio, Ruth DiGregorio, Richard J. Berardino and Kathleen R. Berardino, dated February 27, 2007 and recorded with the Suffolk County Registry of Deeds in Book 41370, Page 56.

**THE 15 OAKLAND STREET CONDOMINIUM**  
**EXHIBIT "B" TO MASTER DEED**

LEGEND:

LR – Living Room  
 DR – Dining Room  
 K – Kitchen

BR – Bedroom  
 B – Bathroom  
 L – Laundry

UNIT NO.	APPROXIMATE AREA IN SQUARE FEET	PERCENTAGE INTEREST	LOCATION	NUMBER OF AND COMPOSITION OF ROOMS	IMMEDIATE AREAS TO WHICH UNIT HAS ACCESS
1	1,079	33.33	15 Oakland Street First Floor	7 – LR, DR, K, BR (2), B, L	Front Stairways Rear Porch
2	1,061	33.33	15 Oakland Street Second Floor	7 – LR, DR, K, BR (2), B, L	Front Stairways Rear Porch
3	1,206	33.34	15 Oakland Street Third Floor	7 – LR, DR, K, BR, B (2), L	Front Stairways Rear Porch