

13.

MASTER DEED**of****4295-4297 Washington Street Condominium**

2005 00100700
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I, Ashling Fingleton, of Brookline, County of Norfolk, the owner of the land and building at 4295-4297 Washington Street, Roslindale, Suffolk County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Middlesex South District Registry of Deeds (the "Registry of Deeds") do hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), propose to create, and hereby do create, with respect to those premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declare thus:

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

4295-4297 Washington Street Condominium.

2. **Description of Land** - The land on which the condominium is located is generally known as 4295-4297 Washington Street, Roslindale, Suffolk County, Massachusetts, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference. The survey plan dated February 4, 1924, entitled 4295-4297 Washington Street Condominium, shows the land and the location of the Building and is recorded with Suffolk Registry of Deeds at Book 4550, Page 554.

3. **Description of Building** - There is, on the land described in Exhibit A,

The Building is constructed of a stone foundation covered by asphalt brick, concrete slab basement floor, with a wood frame structure with a vinyl siding and a flat roof. Each unit is served by a separate gas hot water heater. Electricity is separately metered to each unit. The Building is supplied with municipal water, sewer and natural gas.

4. **Floor Plans, Designation of Units and Their Boundaries** - The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating that the Building has no name and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, captioned "4295-4297 Washington Street Condominium", dated _____ (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of two sheets as follows:

Sheet 1: Floor plans of Units 1, 2 and 3

Sheet 2: Floor plans of Basement, Unit 1 and Unit 4

Plan
 Book 2005 Page 603

Return To:
 MARY SHINE
 4295-4297 WASHINGTON ST
 ROSLINDALE MA 02131

The condominium units (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are set forth in Exhibit B.

The boundaries of each of the Units are as follows:

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

Ceiling: The plane of the lower surface of the ceiling joists;

Interior building walls: The plane of the surface of the wall studs facing the Unit of walls between Units and of walls between units and common areas;

Exterior building walls: The plane of the interior surface of the wall studs;

Exterior doors and windows: As to exterior doors leading outdoor from the Units, the exterior surface of the doors and the interior unfinished surface of the door frames; as to windows, the exterior surface of the glass and of the sash (or, in the case of storm windows, the interior unfinished surface of the storm window glass and frame), and the interior unfinished surface of the window frame;

Exterior stairways: The exterior stairway from porches and front stairs of building.

Heating equipment and utilities: Equipment for heating and hot water, and utilities wherever located, shall be part of the Unit served by such equipment.

5. 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 the Plans and Section 4 above, including, without limitation, the following to the extent such may exist from time to time:

- i) The foundations, structural members, beams supports, exterior walls, exterior doors, frames for exterior windows and for exterior doors leading outdoors from the Units to entrances and exits of the Building, walls between Units and structural walls and other structural components located within any Unit;

- ii) Installations of central services, such as electric power, gas, and cold water, including all equipment attendant thereto, wherever located, but not including equipment servicing a single Unit;
- iii) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Building and all such facilities contained within any Unit which serve parts of the Building (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement; and
- iv) The entrance staircases are shown on Sheets 1 and 2 of the Plans;

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

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown as follows:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	10.4 percent
2	30.3 percent
3	29.0 percent
4	30.3 percent

Each Unit shall have exclusive use of the storage area in the basement as shown on the Condominium Plans.

These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of the 4295-4297 Washington Street Condominium Trust recorded herewith (the "Condominium Trust") and any Rules and Regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall encroach upon any Unit or if any Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist. The attic area above each unit shall be for the exclusive use of that owner.

5.1 Porches; Parking Spaces - There is appurtenant to each Unit the exclusive right to use the porch directly adjacent to the Unit and attic above the Unit, together with the obligation

- i) to maintain such areas in good order and in a clean and safe condition,

- ii) to do all maintenance, repair and replacement thereof, and
- iii) to do all maintenance, repair and replacement to the common areas or any Unit necessitated by misuse of or neglect to care for said areas.

The Owners of Units 2, 3 and 4 shall have exclusive use of one parking space each. The parking spaces shall be shown and designated on Exhibit C. The parking spaces shall be used solely for parking of private passenger vehicles. Owners of Units 2, 3 and 4 shall have the right to use driveway shown on Exhibit C. The Declarant reserves the right to assign any additional parking spaces to any owners of units.

The Condominium Trust may include, without limitation, the adoption of reasonable Rules and Regulations providing for the efficient removal of snow from the driveway and common areas and facilities.

All costs which, by the terms of this Section are to be borne by the owners of each Unit, shall, if paid by the Trustees, be assessable to each such Unit as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

6. Declarant's Reserved Right to Make Technical Corrections Declarant reserves for itself, its successors and assigns, the right and power, without the consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors.

Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the provisions of this Section, including, without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Any right or power reserved to the Declarant in this Section 6 or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

7. Statement of Purposes; Restrictions on Use - The purposes for which the Units and the common areas and facilities are intended to be used are as follows:

Units 2, 3 and 4 shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Laws of the City of Boston and, unless all of the Trustees shall give their written consent thereto, each Unit shall be occupied by not more than one family and one person unrelated by blood, marriage or adoption, or not more than three persons unrelated by blood, marriage or adoption. "Family" shall mean individuals related by blood, marriage or adoption.

Unit 1 may be used for limited commercial use as an office. The premises shall not be used for general commercial use such as sale of food products, barber shop or nail or beauty salon. The Unit may be utilized from 8:00 A.M. to 6:00 P.M., Monday through Saturday. Any change in the use of Unit 1 shall require the approval of the owners of Units 2, 3 and 4.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of the other Unit or of the common areas and facilities, and to that end, no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit. Without limitation no noise shall be audible from one unit to the other unit after 10:00 o'clock p.m. and until 7:00 o'clock am.

Unless otherwise permitted in a writing executed by all of the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes;
- (c) The architectural and aesthetic integrity of the Building and of the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device, and no exterior change in color or physical or aesthetic appearance, and no exterior addition, structure, projection, decoration or other feature, shall be made, erected or placed upon or attached to the Building or any Unit or any part of either, and no signs or advertising may be displayed in the window of any Unit. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, or to repair or replace doors or windows provided that no such repair or replacement shall result in any change in the color or physical or aesthetic appearance of the Building.
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws and the Rules and Regulations in effect from time to time pursuant thereto;

- (e) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or common areas and facilities of the Condominium, nor, without limitation of Subsection (c) above, shall any Unit Owner make any change in the exterior color or physical or aesthetic appearance of the Condominium, without at least fourteen (14) days' prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which, in the Trustees' reasonable judgment, may affect the structural integrity, mechanical systems or color or physical or aesthetic appearance of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions, including, without limitation, restrictions in 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 as not to unduly inconvenience or disturb the occupants of the Condominium.
- (f) No Unit shall be leased without the prior written consent of all of the Trustees, which consent may be withheld only: if the Unit Owner is in default or in violation of any obligations to the Condominium; or if the lease is not in writing or is for a term of less than six (6) months; or if the proposed occupancy would, in the judgment of the Trustees, for any reason be in violation of law or of the Master Deed, the Condominium Trust or the Rules and Regulations of the Condominium; or if the Unit is owned by a corporation, business trust, partnership or other entity unless the Trustees are satisfied that such entity is wholly owned by individuals who could occupy the Unit together pursuant to this Master Deed. Notwithstanding the foregoing, any institutional first mortgage lender which obtains title to a Unit by foreclosure, by deed in lieu of foreclosure, or pursuant to any other remedies provided in the mortgage or by law shall not be subject to the provisions of this Subsection (f).

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, 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 Section except such as occur during his or her Unit ownership.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to the Declarant's interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also (i) display and erect signs for advertising purposes, (ii) use unsold Units as models for display for purposes of sale or leasing of Units, and (iii) make additions, alterations or improvements to unsold Units without Trustee consent.

8. Amendments - This Master Deed may be amended by an instrument in writing (a) signed by Unit Owners representing 75% of the ownership of the Condominium and (b) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, THAT:

- (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 so recorded within six (6) months after such date;
- (b) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company or which enacts any right of first refusal applicable to first mortgagees shall be of any force or effect unless the same has been consented to in writing by the holders of such mortgages; and
- (c) No portion of any 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 (but all other portions thereof shall be of full force and effect).

9. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance - To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust:

- (a) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless all of the first mortgage lenders holding mortgages on the individual Units in the Condominium (based upon one vote for each first mortgage owned), have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust, by amendment to this Master Deed or otherwise, shall:
 - i) by act or omission seek to abandon or terminate the Condominium;
 - 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 areas and facilities;
 - iii) partition or subdivide any Unit;

- iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;
 - v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.
- (b) 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 subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee, except priority liens established by law.
 - (c) No provision of this Master Deed shall be construed to give any Unit Owner or any other party priority over the rights of the first mortgagee of any Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.
 - (d) The Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.
 - (e) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws, and Rules and Regulations of the Condominium. No Unit may be leased or rented for a term of less than six (6) months.
 - (f) Nothing in this Master Deed or in the Condominium Trust shall be construed to impair the right of each Unit Owner to unrestricted ingress and egress to his or her Unit, which right shall be perpetual and shall run with the land as an appurtenant right to each Unit.
 - (g) 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, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium.
 - (h) Any lien of the Condominium Trust for common expense assessments or other charges becoming due and payable on or after the date of recording of a first mortgage on any Unit shall be subordinate to said mortgage, except as established

by law. 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, or deed in lieu of foreclosure to the holder of a first mortgage shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer, except as established by law. Any such delinquent assessments which are so extinguished shall be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

The Declarant intends that the provisions of this Section and all other provisions of this Master Deed comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of chapter 183a, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and General Laws, Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control. This Section may be amended only with the prior written approval of first mortgage lenders representing at least sixty-seven (67%) percent in number and percentage interest of the mortgaged Units in the Condominium and sixty-seven (67%) percent in the percentage interest of the Owners of Units in the Condominium.

10. Unit Owner's Organization - The organization through which the Unit Owners will manage and regulate the Condominium is the 4295-4297 Washington Street Condominium 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 and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

Ashling Fingleton
115 Independence Drive
Brookline, MA 02467

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. Condemnation - From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

13. Definitions - All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings herein unless the context otherwise requires.

14. Waiver - The provisions of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

15. Partial Invalidity - The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed, and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

EXECUTED UNDER SEAL, on this 22nd day of JULY, 2005.

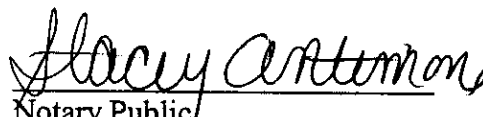

Ashling Fingleton

COMMONWEALTH OF MASSACHUSETTS

NORFOLK : SS.

JULY 22, 2005

Then personally appeared the above-named Ashling Fingleton and acknowledged the foregoing instrument to be her free act and deed before me.


Notary Public
My Commission Expires:

J:\mwk\4295-4297 Washington Street Master Deed

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 1500. has been paid with respect to the 4 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.

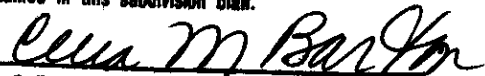
ASST. 
Collector-Treasurer



EXHIBIT A

A certain parcel of land with the buildings thereon shown as Lot B on a "Plan of Land in Roslindale, February 4, 1924, M.E. Levy, C.E.", which said plan is recorded with the Suffolk County Registry of Deeds in Book 4550, Page 554, and being bounded and described as follows:

SOUTHEASTERLY	by Washington Street, forty-two and 50/100 (42.50) feet;
NORTHEASTERLY	by land shown on said plan as belonging to Ernest B. Kreutel, One Hundred Fifteen (115) feet;
NORTHWESTERLY	by land shown on said plan as belonging to Stephen J. Lund, forty-two and 15/100 (42.15) feet; and
SOUTHWESTERLY	by Lot A as shown on said plan, One hundred Fifteen (115) feet.

Containing according to said plan, Four Thousand Eight Hundred eighty-six (4,886) square feet, more or less.

There is also included in this conveyance as appurtenant to said Lot B the right to use in common with the owner of Lot A as a passageway for such purposes as passageways are ordinarily used that part of Lot A being a strip of land four (4) feet in width and having a depth of ninety (90) feet from Washington Street adjoining the Westerly sideline of said Lot B, said passageway being shown on a plan hereinabove referred to.

Said Lot B is conveyed subject to the right of the owner for the time being of Lot A to use as a common passageway for such purposes as passageways are ordinarily used that portion of Lot B being a strip of land having a frontage on Washington Street of four (4) feet and a depth of ninety (90) feet from said Washington Street adjoining the easterly sideline of said Lot A, said passageway being shown on a plan hereinabove referred to.

EXHIBIT B

<u>UNIT</u>	<u>SQUARE FEET</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PERCENTAGE</u>
1	349		1 st flr & Basement	10.4%
2	1008	K, D, LR, 3BR, 1B	1 st flr.	30.3%
3	946	K/D, 3BR, 1B, LR	2 nd flr.	29.0%
4	1008	K, D, LR, 2BR, S, 1B	3 rd flr.	30.3%

All Units have access to common hallways and stairs immediately adjacent to Units.

LEGEND:

LR - Living room
 BR - Bedroom
 K/D - Kitchen-Dining Room
 B - Bathroom
 D - Dining Room
 S - Study/Den
 OFF - Office

EXHIBIT C

