

**CONDOMINIUM MASTER DEED
3 KENNEY STREET CONDOMINIUM
3 KENNEY STREET
JAMAICA PLAIN, MASSACHUSETTS**

1. Submission to Condominium Status.

Anaye Milligan of address hereinafter called the "Grantor" or "Declarant" being the sole owner of the Land (defined below), Buildings (defined below) and improvements on the land in Jamaica Plain, Suffolk County, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference and made a part hereof (the "Land") does hereby submit the Land and the Buildings (collectively "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts as amended to the date of recording of this Master Deed (as so amended, the "Condominium Law" or "Chapter 183A"), and hereby states that it proposes to create and does hereby create with respect to the Property a condominium to be governed by and subject to the provisions of the Condominium Law (the "Condominium"). In furtherance of the foregoing, the Declarant includes said submission to the provisions of the Condominium Law for the purposes of creating the Condominium all of it's right, title and interest, if any, in the Buildings.

2. Name of the Condominium.

The Condominium is to be known as 3 KENNEY STREET CONDOMINIUM. (Hereinafter referred to as the "Condominium").

3. Description of Land.

The Condominium consists of a portion of the Land together with Buildings, more specifically described in Exhibit A attached hereto and incorporated herein. The Post Offices address of the Building of is 3 Kenny Street, Jamaica Plain, Massachusetts 02130.

4. Description of Building.

The building which is presently constructed on the Land, as more particularly shown on the site and floor plans referred to in Section 7 below (the "Plans"), consist of a structure referred to as the "Building" consisting of a three-story building plus basement containing three residential units designated as Unit 1, Unit 2, and Unit 3 hereinafter referred to and is more particularly described in Exhibit B attached hereto.

*Please return to:
Adams & Sammon
800 Hingham Street, Ste 200N
Rockland, MA 02370*

Locs: 3 Kenney Street, Jamaica Plain, MA 02130

The Unit Owners (collectively, the "Unit Owners"; each a "Unit Owner") have access to the Condominium land by way of Kenney Street.

5. Description of Units.

The boundaries of each Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

(a) **Floors:** The plane of the upper surface of the subflooring; or if there is no sub-flooring, the plane of the upper surface of the floor joists, and the sides of any opening therein between the portions of any Unit;

(b) **Ceilings:** With respect to all units except the top floor unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists, except in the case of a Unit that has access to a roof deck, then such Unit shall include the underside of any roof hatch leading to such roof deck;

(c) **Building Walls:** The plane of the centerline of the exterior wall or interior demising walls;

(d) **Pipe Chases or Other Enclosures** concealing pipes, wires, or vents or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one Unit are part of the Common Areas;

(e) **Doors and Windows:** Included within the Units are all interior doors and the doors and door sashes therefore, leading to Common Areas. Included within each Unit are the trim and framing of windows and doors along the boundaries of each Unit (but not including the exterior surface of such trim and framing); and that open from a unit are part of the unit from which they open. All doors and glass window panes are part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, by the Unit Owner thereof; but any such replacement shall be consistent with the exterior of the Building and of the same materials and construction, and approved by the Trustees in accordance with the By-laws attached hereto; and

(f) **All Structural Portions** of the building are part of the common areas and facilities, structural portions shall include but are not limited to the foundation, structural columns, girders, caissons, beams, supports, perimeter walls, the furring strips between Units lying inside the inner surface of the wallboard facing such strips, roofs, exterior staircases (unless such staircase serves exclusively one unit), interior bearing walls, decks, common shower, porches, terraces, lawns, plantings, landscaping, walks, and all conduits, ducts, pipes, flues, and chimneys, wires or other installations or facilities for the furnishing of waste services or waste removal which are situated within a Unit, but which serve other Units.

6. Description of the Common Areas

The Common Areas shall consist of the entire subject premises including the Land described in Section 3 of this Master Deed, and all parts of the buildings to be built other than the Units.

A. Common Areas

Without limiting the foregoing language in this Section 6, the common areas and facilities of the Condominium include:

(i) the land described in Section 3 ("Description of Land") of this Master Deed, together with the benefit of and subject to the rights and easements referred to in Section 3, the buildings and units and parking spaces will remain the property of the Declarant and shall not constitute part of the Condominium and subject to the rights of the Declarant, except that certain Units shall have, as appurtenant to said Unit(s), easements for the exclusive use and the responsibility to maintain and repair certain portions of the Common Areas, which exclusive use Common Areas have been designated "Limited Common Areas" as set forth in subsection B below;

(ii) the foundation 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, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits and all structural portions of the building;

(iii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and/or servicing a single unit are a part of the unit in which the same is located and/or which it services and is not a part of the common areas and facilities;

(iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that 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;

(v) 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 the common portions of the Condominium including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each Unit; with respect to the topmost Unit, the roof, and above any ceiling within the Units; conduits and utilities which service more than one Unit and including all of such facilities which are contained within any Unit which serve parts of the Condominium (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees for maintenance, repair and replacement thereof;

(vi) exterior lighting devices and wires and poles serving the same;

(vii) exterior staircases unless such staircases serve exclusively one unit;

(viii) fire control and life safety systems; and

(ix) 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 in the common areas and facilities 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.

Rights reserved herein for the benefit of one or more Units shall be and remain appurtenant to the respective Units.

The proportionate interest of each Unit of the Condominium in the Common Areas, other than the Limited Common Areas set forth in Section 6 B hereof, shall be as set forth on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and make a part hereof.

B. Limited Common Areas**(1) Balconies, Terraces and Decks.****(a) Roof Decks:**

As an appurtenance to Unit 3, the Owner of said Unit shall have, an easement and right to build a roof deck on the roof of the building, provided that:

(i) such construction shall be at the expense of the Owner of said Unit; and

(ii) all such construction shall comply with building codes applicable thereto; and

(iii) prior to the commencement of such construction, the owner of the Unit shall deliver to the trustees of the Condominium Trust the written opinion of a registered architect or registered engineer providing in substance that such addition or additions will not materially adversely affect the structural integrity of the building.

The roof shall be a part of the common areas and facilities, but the owner of Unit 3 shall have, as an appurtenance to said Unit 3 an easement for the exclusive use of, and the responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to skylights and flashing appurtenant thereto and all lighting fixtures on the roof.

The Trustees of the Condominium Trust shall maintain, repair and replace the roof and all portions thereof, but the Owner of Unit 3 shall be responsible for any damage caused to the roof that directly results from any misuse by the Owner of Unit 3 of any of the roof areas.

The Trustees of the Condominium Trust shall have the right to access the roof and Roof Deck for purposes of inspection for damage, maintenance of rooftop equipment, and repair and replacement of the roof.

(b) Decks. Certain Units have direct access to a balcony, terrace, or deck.

(i) All balconies, terraces and decks are a portion of the common areas and facilities. The owner of any unit that has direct access to a balcony, terrace or deck shall have, as an appurtenance to his or her Unit, an easement for the exclusive right to use such balcony, terrace or deck. Unit owners whose units have direct access to a balcony, terrace or deck may place ordinary items of furniture, carpets

and plants on such balconies, terraces or decks, provided that no balcony, terrace or deck shall be overloaded and that all such furniture, carpets and plants shall be entirely contained within the balcony, terrace or deck. Balconies, terraces and decks shall not be enclosed. (ii) The responsibility to maintain, repair and replace the structure of the balconies, terraces and decks shall be that of the Condominium the Trust Unit Owners whose units have direct access to a balcony, terrace or deck shall maintain the balcony, terrace or deck (except for the structure thereof, the maintenance of which is the responsibility of the Condominium Trust) in a neat and orderly condition.

(2) Storage Areas.

Only Unit 1 has assigned to it a Storage Area in the Basement as shown on the Master Plans and labeled "Unit 1 Storage Excl. Use". The Unit Owner shall have as appurtenant to his or her Unit, an easement for the exclusive right to use such Storage Unit as is assigned to his or her respective Unit. The Unit owner shall have the obligation to maintain, repair and replace such Storage Unit as is assigned to his or her Unit at his or her own expense and shall bear all risks with respect to any property stored in such Storage Unit. Storage Units shall be used solely for storage of normal and customary household items. No hazardous or flammable substances shall be stored in Storage Units.

7. Floor Plans and Site Plan.

The Plans consist of the floor plans recorded herewith showing the layout, location, Unit names, and dimensions of the Units, stating the name of the Building and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built.

The floor plans are entitled "3 Kenney Street Condominium" dated October 20, 2005 prepared by Jonathan Raisz, Architect, 60 Stedman Street, Brookline, MA 02445 and recorded herewith.

8. Use of Units and Restrictions on Use.

A. Subject to all applicable federal, state and local fair housing laws each of the Units may be used for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided however, that any of the Units may also be used as an office for professional use for the person residing in the Unit only as an

accessory to such residential use provided such use does not generate unreasonable levels of noise, mail, shipping, trash, or storage, and only if and to the extent such accessory office use is permitted by the City of Boston Zoning Ordinance;

B. No Unit Owner or tenant shall cause or permit to exist in his or her Unit, nor shall he or she cause or permit any occupant of his or her Unit or invitee to cause anywhere in or about the Property, any nuisance, any offensive noise, odor or fumes or any hazard to health and each such Unit Owner and/or tenant shall cause the volume on all radios, stereos, and other audio or audio-visual equipment operated within their Unit to be lowered so that no sound from such equipment can be heard in any other Unit. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto (the "Rules and Regulations");

C. Notwithstanding the foregoing, until the Declarant, or its successors-in-title or nominees, has sold and conveyed all of the Units, the Declarant or its successors-in-title or nominees, may use one or more Units for a sales office or model;

D. Any Unit Owner may rent or lease said Unit subject to the restrictions set forth in this Master Deed, the Condominium Trust, By-Laws and Rules and Regulations.

E. Each Unit Owner shall have the right within its respective Unit to construct the interior portions of its Unit, in pursuance of the purposes permitted herein, and in connection therewith, to relocate common areas within its respective Unit, provided that any such construction or relocation (i) shall be consistent with the operation and maintenance of the respective Unit as a first class facility, (ii) shall neither interfere unreasonably with the use of any other Unit and rights appurtenant thereto, nor impair the structural integrity or mechanical or other systems of the Condominium, no unreasonably interrupt service to other parts of the Condominium, and (iii) shall be approved in advance by the Trustees;

F. In the event that at any time, or from time to time, two (2) or more contiguously located Units are in Common ownership, and if such Unit Owner (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- (1) The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his intention to so physically connect such Units, and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work that the Duplex Owner proposes to perform; and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building; and (iii) a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the

Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect that the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.)

- (2) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.
- (3) At the completion of the work, the Duplex Owner shall notify the Trustees of the Condominium Trust, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the building. During such time as the Units are physically connected, the Duplex Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of this Master Deed. In the event that at any time, or from time to time, two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then-Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this Section 7 F of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section 7 F of this Master Deed.

- G. All decks, terraces, and balconies must be kept in a neat and orderly manner and used in accordance with the Rules and Regulations of the Condominium and all other applicable laws. No Unit Owner or tenant may erect a fence enclosing any deck, terrace balcony areas. No Unit Owner or tenant may install carpeting or flooring on any balcony, terrace or deck.
- H. Unless otherwise permitted in writing executed by a majority of the Trustees pursuant to the provisions thereof, the use of the Units and Property shall be limited as follows:
- (1) Except as expressly permitted herein, no use shall be permitted which in the opinion of the Trustees is inconsistent with the maintenance, use and occupancy of the general character of the Buildings for the uses set forth in this Section;
 - (2) The architectural integrity of the Buildings shall be preserved without modification, and to that end, except only as expressly permitted in the Condominium Trust, or by other applicable law, no awning, screen, antenna, sign, banner, flagpole, decal or other device and no exterior change, addition, structure, projection, decoration, or other feature shall be hereafter erected or placed upon or attached to the Building or any Unit or any other part of either without prior written consent of the Trustees. The Unit Owner seeking approval shall reimburse the Condominium Trust for any costs associated with its review of such proposed action, including without limitation, architectural, engineering and legal fees. Included without limitation in such restrictions is a restriction providing that no tenant shall install, erect, affix, repair, maintain, refurbish, replace or change any façade or other sign, awning, flagpole, advertising fixture or projections on or upon the exterior building wall bounding said Unit in whole or part, or shall install any sign, lettering, numbering, or other graphic materials on the exterior doors, storefront, and exterior glass of any such Unit, including "for sale", "for rent", "for lease" or similar signs or displays or advertising on the glass windows of said Units, (including the plate glass windows, if any) without the permission of the Trustees. Any sign so approved by the Trustees shall relate only to the Commercial Units and shall in no event be neon signs. Any such change, erection or installation permitted by the Trustees shall be, in each instance, in compliance with any and all applicable State, County, or City of Boston laws, by-laws, regulations, or ordinances. This subsection shall not restrict the right of the Unit Owners to decorate the interior of their Units, as they may desire.
 - (3) The Units and the Common Areas shall be used only for purposes consistent with their design;

- (4) Each Unit shall be used only for such purposes and to such extent as will not overload the structure of the Buildings or the foundation, or unreasonably overload the capacity of any utility furnished to the Buildings, including but not limited to water, sewer, electricity, gas and telephone. No Unit shall be used in violation of its fire capacity;
- (5) No signs, identification, or decoration shall be permitted on the Common Areas leading to the Units, except only as expressly permitted in this Section, and in the Condominium Trust, and the By-Laws and the Rules and Regulations thereto;
- (6) No Unit Owner or tenant or occupant shall permit or suffer any violation of any insurance policies taken out by the Condominium Trust or individual Unit Owners, or do, permit or suffer anything to be done, or keep or permit or suffer anything to be kept, or permit or suffer any condition to exist which might (i) result in termination of any such policies, or (ii) adversely affect the right of recovery thereunder, or (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws of the Condominium Trust, or refusing to provide insurance to the individual Unit Owners, or (iv) result in an increase in the insurance rate or premium with respect to both the master policy or policies, and also with respect to any other Unit Owner's policy or policies, unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance carried by the Condominium Trust in accordance with the By-Law of the Condominium Trust, or with respect to any insurance policy carried by any Owner, shall be increased, or shall otherwise reflect the imposition of the rate, which is more than 100% of the rate then applicable to the then lowest rate Unit in the Buildings, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or occupant of the Unit to comply with the requirements of the insurance policies taken out by the Condominium Trust, or individual Unit Owners, or as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Master Deed, the Condominium Trust, or the By-Laws and the Rules and Regulations thereto, then, and in any of the foregoing events, the Unit Owner of that particular Unit shall reimburse the Condominium Trust and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Condominium Trust or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Condominium Trust, shall be enforced by assessing the same to that particular Unit as a Common Charge;

- (7) No unlawful use shall be made of the Property or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (hereinafter collectively called the "Legal Requirements") shall be complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or owners, or the Condominium Trust, as the case may be, whichever shall have the obligation under the By-Laws of the Condominium Trust to maintain and repair the portion of the Property affected by such Legal Requirements. Each Unit Owner shall give prompt notice to the Condominium Trust of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Property. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Property which said Unit Owner is obligated to maintain and repair, and the Condominium Trust shall cooperate with such Unit Owner in such proceedings, provided that (i) such Unit Owner shall pay and defend, save harmless and indemnify the Condominium Trust and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorney's fees and other expenses reasonably incurred, and (ii) such Unit Owner shall keep the Condominium Trust advised as to the status of such proceedings periodically. Such Unit Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that non-compliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Property shall be subject to being condemned or vacated by reason of non-compliance or otherwise by reason of such contest. The Condominium Trust may also contest any Legal Requirements and without being subject to the foregoing conditions and may also defer compliance with any Legal Requirements by only subject to the foregoing conditions as to deferral of compliance. The costs and expense or any contest by the Condominium Trust shall be a common expense. The amount due the Condominium Trust under the foregoing obligation of the Unit Owner to defend, save harmless and indemnify the Condominium Trust may without prejudice to any other remedy of the Condominium Trust be enforced by assessing the same to the Unit or Units of such Unit Owner as a Common Charge.

If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the Buildings as a whole and required in order to render lawful the operation of the Buildings for the uses for which the Property is zoned at the time of the execution and recording of the Master

Deed) shall be required for the proper and lawful conduct of business in any particular Unit, and if the failure to secure such license or permit would in any way affect any other Unit or the owner thereof, or the Condominium Trust, the owner of such particular Units, at its expense, shall procure and maintain such license or permit, submit the same to inspection by the Condominium Trust, and comply with all terms and conditions thereof.

- (8) No Unit Owner or tenant or occupant of any Unit shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Buildings which might reasonably be anticipated to cause damage thereto, to spread odors, or to otherwise be offensive;
- (9) All data processing, computer, graphic art and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed in any Unit shall be so designated, installed, maintained and used by the Owner and occupant of such Unit, at the expense of such Owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors and other objectionable transmissions from such Unit to any other area of the Buildings;
- (10) Except as hereinafter set forth, no Unit Owner or tenant or occupant of any Unit shall store on the Property, or permit to suffer to be discharged on the Property any oil or hazardous waste as defined in M.G.L. 21E, provided nothing shall prohibit the use and storage, in compliance with all laws, of customary household and office products.

The restrictions contained in this Section 8 shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable solely by one or more Unit Owners or the Condominium Trust, insofar as permitted by law, and insofar as permitted by law, shall be perpetual for so long as the Condominium exists; and to that end may be extended at such time or times 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 ownership.

9. Amendment of Master Deed

- A. Except as otherwise provided by law, this Master Deed may not be amended unless the proposed amendment is approved by (i) vote of Unit Owners not entitled to less than sixty-seven (67%) percent of the beneficial interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of such vote, any amendment may be approved in writing by at least seventy-five

- (75%) of the beneficial interests of Unit Owners, (ii) not less than fifty-one (51%) percent (except in cases where a higher percentage is required by the By-Laws of the Condominium Trust) of the holders of the first mortgages on the Units (based upon one vote for each unit subject to a mortgage) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees.
- B. No Amendment shall be effective until an instrument signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of the Unit Owners and mortgagees shall have been duly recorded with the Suffolk County Registry of Deeds.
 - C. The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or 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 and until the same has been recorded in the Suffolk County Registry of Deeds within six (6) months after such date.
 - D. Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded.
 - E. Except for combined Units pursuant to Section 7 F hereof, no instrument of amendment which changes,
 - (i) the configuration or size of any Unit in any material fashion, (ii) the percentage of undivided interest in the Common Areas appurtenant to a Unit, (iii) a Unit's voting rights in the Condominium Trust, (iv) the subordination of the lien of the assessments provided for in Section 6 of the Condominium Law, or (v) the use to which any Unit may be put, shall be of any force or effect unless all of the record owners of such affected Unit and all of the mortgagees of record holding mortgages on such Unit consent thereto in writing.
 - F. No instrument of amendment that alters the rights of the Declarant, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, until the Declarant has conveyed all the Units.
 - G. No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

- H. Notwithstanding anything to the contrary herein, so 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 this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission or to enable the Declarant to exercise any of the rights and easements reserved to Declarant in any provision of this Master Deed, provided, however, that no such amendment shall adversely affect any substantive right or interest of any Unit Owner or mortgagee in his or her Unit or the Common Areas.

10. Organization of Unit Owners.

The organization of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed by a Declaration of Trust dated the same date as the Master Deed and recorded herewith, the name of the organization is the 3 Kenney Street Condominium Trust (the "Condominium Trust") with an address of 3 Kenney Street, Jamaica Plain, Massachusetts 02130. The initial Trustee of the Condominium is Anaye Milligan.

11. Determination of Percentage Interest in Common Areas.

The percentages of the interest of the respective Units in the Common Areas as set forth in Exhibit B have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

12. Encroachments.

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (a) settling of the building, or (b) condemnation or eminent domain proceedings, or (c) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (d) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

13. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units.

Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities 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 any portions of the common areas and facilities contained therein or elsewhere in the building. Where an emergency fire exit leads to a Unit, said Unit shall be subject to an access easement in favor of the owners of the other Units, if any, to reach the Common Areas in the event of emergency. Any installation, replacement or relocation of Common Areas within a Unit shall be located above ceiling surfaces, below floor surfaces or within walls. Except in emergency, any right of access to a Unit granted in this Section 13 shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit, a Unit shall be promptly be restored to its prior condition after completion of any work in the Unit conducted pursuant to any right of access granted in this Section 13.

14. All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust.

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, 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 will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. All 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof. A violation of the provisions of the documents by any person shall be deemed a substantial violation of the duties of the respective Unit Owner.

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 that 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 or the intent of any provisions hereof.

18. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

19. Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the interest of the Declarant in the Condominium shall be bound by the provisions of the Master Deed. The Declarant, and any of them, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the Condominium.

20. Subdivision

At any time and from time to time, without the necessity of consent from the Trustees or any other Unit Owner, the Declarant or its assignees shall have the right to divide any Unit it still owns into separate leasable or rentable areas and/or convert such Unit into cooperative apartments and/or subject to the terms of Chapter 183A and hereof, to subdivide such Unit into two or more separate condominium Units of the Condominium and, in connection with any subdivision creating new

condominium Units, to create from portions of said Unit, limited common areas and facilities to be shared exclusively among the owner(s) of such newly created Units in accordance with Chapter 183A; provided that:

- A. all such construction shall be done at the sole cost and expense of the Declarant or such subsequent assignee in a lawful and good and workmanlike manner, utilizing construction materials of the quality of and compatible with the construction materials incorporated in the such Unit's Building as of the creation of the Condominium; and
- B. upon completion of such construction in the case of a subdivision of a Unit into separate condominium Units, to the extent required by G.L. c. 183A, the Declarant appropriately amends the Master Deed and the Plans in accordance with said Chapter 183A to reflect such subdivision including, without limitation, an amendment to Exhibit B hereto which allocates the aggregate percentage interest of each Unit as of the date hereof among the newly created Units (in no event shall the percentage interest of any other Units be altered by such subdivision).

By its acceptance of its Unit Deed, each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such owner's respective attorney-in-fact the Declarant to make, from time to time, any and all such amendments and, to the extent such execution may be required by applicable law, to execute any such amendment on such Unit Owner's behalf.

In a manner consistent with the foregoing provisions affecting a subdivision of the a Unit into new condominium Units, the owner(s) from time to time of any such newly created Units may at any time, and from time to time, further subdivide such newly created Units or combine the same.

21. Resolution of Disputes

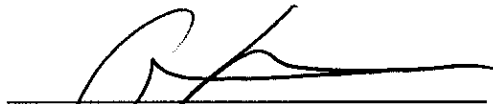
In the event of a dispute between or among the Trustees and/or Unit Owners as to any matters involving this Trust, the Master Deed or the operation of the Condominium generally, any of the disputing parties at his/her option may:

- (a) Refer the matter to binding arbitration by sending written notice requesting arbitration to the other party(ies). Within fourteen (14) days of the notice the disputing parties shall by mutual consent agree on an impartial arbitrator.
- (b) If the parties are unable to agree to an impartial arbitrator within the designated period, then the referring party shall request that the American Arbitration Association (hereinafter "AAA") appoint an arbitrator. The referring party shall submit to AAA a brief description of the dispute with a copy to all other parties to

the dispute. The other parties may also submit a supplemental written description of the dispute within five (5) days of receipt of the referring parties description. The AAA shall appoint an impartial arbitrator within ten (10) days of the original request. The referring party shall notify all parties of the identity and contact information for the arbitrator chosen by the AAA.

- (c) The impartial arbitrator need not be an attorney, but s/he shall be a person qualified by his/her profession to deal with the matter in dispute. The impartial arbitrator shall within not more than (60) calendar days after his appointment render his decision in the dispute. The decision of the arbitrator(s), whether it be by agreement or by the decision of the impartial arbitrator, shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforceable by any court of competent jurisdiction.
- (d) The parties shall share the fees and costs of the impartial arbitrator equally. Except as otherwise herein provided, all arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Executed as an instrument under seal this 2 day December 2005.


Anayle Milligan

CITY OF BOSTON

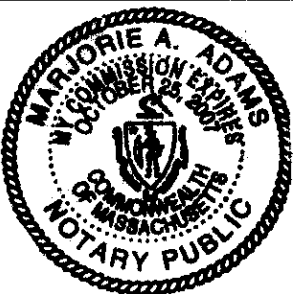
The exoner imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 1000 has been paid with respect to the 3 units of the condominium described in this master deed. / lots in the consolidation contained on this consolidation plan. / lots of the subdivision contained in this subdivision plan.

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.


Asst. Collector-Treasurer

On this the 2nd day of December, 2005, before me,
MARJORIE A. ADAMS, the undersigned Notary Public, personally appeared
Anayle Milligan, proved to me through satisfactory evidence of identity,
which was/were Current MASS Driver's I.C.
to be the person(s) whose name(s) is/are signed on the preceding or attached document,
and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.




Signature of Notary Public
MARJORIE A. ADAMS
Printed Name of Notary
My Commission Expires 10/25/07

Exhibit A: DESCRIPTION OF LAND

Incorporated by reference into and made a part of the Master Deed of 3 Kenney Street Condominium, Suffolk County, Massachusetts

Land Area

A portion of the parcel of land in Jamaica Plain, Suffolk County, Massachusetts shown as Lot "A" on Kenney Street in Jamaica Plain, MA, and recorded at Suffolk Registry of Deeds Book 21245, Page 56 with the buildings thereon and more fully described as follows:

DESCRIPTION:

Two certain parcels of land, together with the buildings and improvements thereon, situated on Boston (Jamaica Plain), Suffolk County, Massachusetts, being bounded and described as follows:

PARCEL 1: Being the westerly part of Lot "A" on a plan entitled, "Plan of Lot No. 2 as shown on a plan drawn by H.H. Moses, dated September 25, 1889, Divided into Lots A & B, September 1, 1893, Surveyed by: H.H. Moses, Surveyor, Scale: 10 feet + 1 inch", which plan is duly recorded with the Suffolk County Registry of Deeds in Book 2179, Page 555, further bounded and described as follows:

COMMENCING: at a point on the northeasterly side of Kenney Street distance twenty-eight and 50/100 (28.50) feet from the northwesterly corner of Day and Kenney Streets;

THENCE: running northwesterly on Kenney Street, thirty-one and 50/100 (31.50) feet to Lot "B" on said Plan;

THENCE: turning and running on said Lot "B", fifty-three and 08/100 (53.08) feet to land now or formerly of M.C. Day, Trustee;

THENCE: turning and running on said Day land, thirty-one and 61/100 (31.61) feet to the easterly part of Lot "A"; and

THENCE: turning and running on said easterly part of Lot "A", fifty and 14/100(50.14) feet to the point of beginning.

PARCEL 2: Being a part of Lot No. 2 on a plan of land made by C.W.H. Wood, Surveyor, Scale: 1 inch = 20 feet, Dated: September 28, 1897, which plan is duly recorded with the Suffolk County Registry of Deed in Book 2474, Page 435, further bounded and described as follows:

SOUTHWESTERLY: by Parcel 1, described above, about thirty-one and $\frac{61}{100}$ (31.61) feet;

SOUTHEASTERLY: by land of owners unknown, about five and $\frac{10}{100}$ (5.10) feet;

NORTHEASTERLY: by Lot No. 1 as shown on said plain, about thirty-one and $\frac{61}{100}$ (31.61) feet; and

NORTHWESTERLY: by the remaining portion of Lot No. 2 as shown on said plan, about five and $\frac{10}{100}$ (5.10) feet.

Property Address: 3 Kenney Street, Boston, Massachusetts

For title see Deed recorded at Book 21245, Page 56.

**Exhibit B: DESCRIPTION OF UNITS AND
INTEREST IN THE COMMON AREAS AND FACILITIES**

Exhibit B is hereby incorporated by reference into and made a part of the Master Deed of 3 Kenney Street Condominium Trust

The unit designation of each unit and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room;
B=Bathroom; S=Study; L=Library; P=Pantry

Unit Designation	Statement of Unit Location	Approx. Area of Unit In Square Feet	Number and Designation of Rooms	Immediate Common Area To Which Unit Has Access	Proportionate Interest of Unit in Common Areas & Facilities
Unit 1	First Floor & Basement	865 sq. ft.	LR, K, 2BRs, 1B, 1S.	Front Stairway To Common Entryway	32%
Unit 2	Second Floor	908 sq. ft.	LR, K, 2BRs, 1B, 2Ss.	Front Stairway To Common Entryway	34%
Unit 3	Third Floor	908 sq. ft.	LR, K, 2BRs, 1B, 1S.	Front Stairway To Common Entryway	34%
Total					100%