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42-44 WARREN STREET CONDOMINIUM

MASTER DEED

JOHN MCMAHON (hereinafter referred to as the "Declarant"), of Boston, Massachusetts, being the owner of the land and building in Arlington, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Middlesex South County Registry of Deeds (hereinafter referred to as the "Registry of Deeds") does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state he proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

Section 1. Name of Condominium.

The Condominium is to be known as 42-44 WARREN STREET CONDOMINIUM (hereinafter referred to as the Condominium). A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is 42-44 WARREN STREET CONDOMINIUM TRUST. The name of the initial Trustee of the Trust is: JOHN MCMAHON. The Declaration of Trust contains by-laws enacted pursuant to said Chapter 183A.

Section 2. Description of Land.

The land in said Arlington, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

NORTHEASTERLY	By Warren Street, fifty (50.0) feet;
SOUTHEASTERLY	By Lot 198 on the plan hereinafter mentioned, eighty-six and 7/100 (86.07) feet;
SOUTHWESTERLY	By Lot 204 on the plan hereinafter mentioned, fifty and 64/100 (50.64) feet; and
NORTHWESTERLY	By Lots 201 and 200 on the plan hereinafter mentioned, ninety-four and 9/100 (94.09) feet

PLS return to:
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All of said measurements being more or less. Being the premises shown as Lot 199 on a plan entitled "House Lots, Arlington, Mass., H.S. Adams, C.E." dated April 16, 1915, and recorded with Middlesex South District Deeds, Book of Plans 233, Plan 34. Said premises are now known as and numbered 42-44 Warren Street, Arlington, MA.

For title reference, see Deed to Declarant recorded at the Middlesex South Registry of Deeds at Book 67759, Page 389.

Section 3. Description of Building.

There is one building (hereinafter referred to as "the Building") located on the land above described. In total, there are two (2) residential units in the Building. The Building is of wood frame and brick and masonry exterior, the roof is of rubber membrane and the foundation is granite and stone.

Section 4. Description of Units.

The designation of each Condominium unit (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Schedule A annexed hereto and made a part hereof.

- (a) Each Unit includes the ownership of all utility lines, heating, cooling, plumbing, electrical, and other apparatus and other equipment, including without limitation, the hot water heater, if any, which exclusively serve and are located within the individual unit.
- (b) Each Unit includes the ownership of the heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus which exclusively serves the individual Unit and is located outside such Unit (except cold water shall be deemed common) and the owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the lines, pipes, ducts or any other equipment connecting said heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus serving said unit. Unit owners shall have sole responsibility and bear the cost of maintenance, repair and replacement, as necessary, of all apparatus which exclusively serves the Unit. A Unit Owner is hereby granted limited access to that common area in which the apparatus exclusively servicing a Unit is located for the specific purpose of maintaining, repairing, or replacing as necessary that apparatus. **Specifically all unit owners shall have access to the areas contained in the Basement Level of the building marked "Common Mech/Storage" and "Common/Meter Room" and as shown on said plans.**
- (c) The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other units served thereby, such

entrances to and from the streets, walkways, and vestibules that serve as common access to and from such units (each of the foregoing comprises a portion of the Common Areas and Facilities defined in Section 5 hereof).

- (d) Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other units served thereby, all utility lines and other common facilities located in any of the other units or in the common areas described in Section 5 hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other Common Areas and Facilities (as defined hereafter in Section 5 hereof), in accordance with the intended purposes thereof, except as specifically provided in Section 8 hereof.
- (e) The Trustees of the Condominium Trust hereinafter described shall have a right of entry to each Unit to make emergency repairs or other necessary repairs to the Unit which the Unit owner has failed to perform.
- (f) Each Unit shall be subject to rights as set forth in each of the foregoing subsections.

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

- (a) Floors: The plane of the upper surface of the wood or other sub flooring, as the case may be.
- (b) Ceilings: The plane of the lower surface of the ceiling, floor planking, roof or roof joists, as the case may be.
- (c) Interior Building Walls Facing Common Areas: The centerline of the wall studs facing the common areas.
- (d) Interior Walls: The centerline of the interior surface of the wall studs or furring facing such Unit.
- (e) Exterior Walls, Doors, and Windows: As to walls, the centerline of the exterior surface of the wall studs inside the exterior wall; as to doors, the exterior surfaces thereof; and as to windows (including skylights), the exterior surfaces of the glass and of the window frames.
- (f) Demising Walls Between Units: The centerline of the demising wall.

Section 5. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (sometimes referred to herein as

the "Common Elements") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

- (a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
- (b) The foundation, structural columns, frames for exterior windows and/or skylights, girders, beams, supports, exterior walls, entrances and exits of the Building, other structural components whether or not located within any Unit, and common walls within the Building.
- (c) The entrance lobbies, halls and corridors serving more than one Unit, and if applicable, the mailboxes, stairways, fire escapes, incinerator closets and fire hose cabinets.
- (d) Installations of central services, such as power (whether electric or otherwise), light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto wherever located (but not including equipment contained within and servicing a single Unit, the repair and maintenance of which shall be the sole responsibility of the Unit).
- (e) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (f) The storage rooms and storage areas located outside of the Units, if any.
- (g) The yards, lawns, gardens, roads, walkways, the terrace (if applicable) and the roof, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters; and other areas not within the boundaries of the units as defined in this Master Deed, whether or not improved, except as set forth in Section 8 below.
- (h) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.
- (i) 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 percentage shown on Schedule A attached to this Master Deed and incorporated herein by reference.

The common areas and facilities shall be subject to the provisions of the By-Laws of the 42-44 WARREN STREET CONDOMINIUM TRUST recorded herewith (the "Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

Section 6. Floor Plans.

Simultaneously with the recording hereof, there has been registered with the Middlesex South County Registry of Deeds a site plan and a set of floor plans of the Building, consisting of sheets and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and stating the name of the Building, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

Section 7. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

Section 8. Exclusive Use Areas.

- (a) Unit No. 42 Exclusive Use Front and Rear Decks.** The owners of Unit No. 42 shall have as appurtenant to said Unit the exclusive right and easement for the use of their respective Unit's Exclusive Use Front and Rear Decks (on first level) as shown on the Plan, together with the obligation, at such Unit Owner's sole cost and expense, to maintain, repair, and replace such deck thereon; subject to the rights of other Unit Owners to use said decks as an alternate means of egress in the case of fire.

Provided, however, that prior to any such repair or replacement of a deck as herein provided, a building permit must be obtained from the Inspection Services Department of the City of Arlington and said deck shall comply with all applicable governmental and local laws and regulations as shall be in force from time to time, and further provided that said owner shall be responsible for the maintenance and repair of said decks and any repairs to the common areas and facilities for damage caused by the use, maintenance, repair or replacement of said deck. Any repair or

replacement of the decks shall be similar in design and construction to that existing on the date hereof. Any and all such work shall be done in a good and workmanlike manner, in conformity with all legal and warranty requirements, in a fashion that does not interfere unreasonably with the use and occupancy of other Unit Owners in accordance with plans and specifications which have been submitted to and approved by the Trustees in advance of commencement of any such work.

Such approval by the Trustees shall not be unreasonably withheld, conditioned, or delayed, but shall not, in any event, be provided in absence of receipt by the Trustees of a certificate, in form and substance reasonably satisfactory to the Trustees and from a registered architect and/or engineer reasonably acceptable to the Trustees, stating that the proposed work is compatible, consistent and in compliance with the following: sound architectural and engineering practices; the design, layout and intended uses of the structural and Building systems; all applicable legal requirements; the exterior façade and exterior appearance of the Building; design of the decks is similar to that existing on the date hereof; and the location of shafts, chases, utilities, columns, chimneys, ducts, vents and like Common Areas. Any Unit Owner doing or causing any of such work to be done shall be responsible for any damage to any other Units or Common Areas attributable to such work.

- (b) Unit No. 44 Exclusive Use Front and Rear Decks.** The owners of Unit No. 44 shall have as appurtenant to said Unit the exclusive right and easement for the use of their respective Unit's Exclusive Use Front and Rear Decks (on second level) as shown on the Plan, together with the obligation, at such Unit Owner's sole cost and expense, to maintain, repair, and replace such decks thereon; subject to the rights of other Unit Owners to use said decks as an alternate means of egress in the case of fire.

Provided, however, that prior to any such repair or replacement of a deck as herein provided, a building permit must be obtained from the Inspection Services Department of the City of Arlington and said deck shall comply with all applicable governmental and local laws and regulations as shall be in force from time to time, and further provided that said owner shall be responsible for the maintenance and repair of said decks and any repairs to the common areas and facilities for damage caused by the use, maintenance, repair or replacement of said decks. Any repair or replacement of the decks shall be similar in design and construction to that existing on the date hereof. Any and all such work shall be done in a good and workmanlike manner, in conformity with all legal and warranty requirements, in a fashion that does not interfere unreasonably with the use and occupancy of other Unit Owners in accordance with plans and specifications which have been submitted to and approved by the Trustees

in advance of commencement of any such work.

Such approval by the Trustees shall not be unreasonably withheld, conditioned, or delayed, but shall not, in any event, be provided in absence of receipt by the Trustees of a certificate, in form and substance reasonably satisfactory to the Trustees and from a registered architect and/or engineer reasonably acceptable to the Trustees, stating that the proposed work is compatible, consistent and in compliance with the following: sound architectural and engineering practices; the design, layout and intended uses of the structural and Building systems; all applicable legal requirements; the exterior façade and exterior appearance of the Building; design of the deck is similar to that existing on the date hereof; and the location of shafts, chases, utilities, columns, chimneys, ducts, vents and like Common Areas. Any Unit Owner doing or causing any of such work to be done shall be responsible for any damage to any other Units or Common Areas attributable to such work.

- (c) Unit No. 42 Exclusive Use Mech/Storage.** The owner of Unit No. 42 shall have exclusive right and easement to use the Mech/Storage area located on the Basement Level and as shown on the attached plans for general storage. Said Unit No. 42 shall be solely responsible for the maintenance, repair and upkeep of their respective Mech/Storage area described herein. Said area shall be maintained in a neat and orderly condition and hazardous materials (other than household chemicals in normal quantities) shall not be stored.
- (d) Unit No. 44 Exclusive Use Mech/Storage.** The owner of Unit No. 44 shall have exclusive right and easement to use the Mech/Storage area located on the Basement Level and as shown on the attached plans for general storage. Said Unit No. 44 shall be solely responsible for the maintenance, repair and upkeep of their respective Mech/Storage area described herein. Said area shall be maintained in a neat and orderly condition and hazardous materials (other than household chemicals in normal quantities) shall not be stored.
- (e) Unit No. 42 Exclusive Use Yard and Patio.** The owner of Unit No. 42 shall have exclusive right and easement to use the Yard and Patio located to the rear of the building (the "Unit No. 42 Exclusive Use Yard and Patio") and as shown on the attached plans for general recreational use. Said Unit No. 42 shall be solely responsible for the maintenance, repair and upkeep of the Yard and Patio described herein. The Unit No. 42 Exclusive Use Yard and Patio shall be maintained in a neat and orderly condition. **Unit No. 42's Exclusive Use Yard and Patio is subject to Unit No. 44's right to pass and repass to access Unit No. 44's Exclusive Use Yard and Patio and to access, maintain and repair Unit No. 44's A/C Unit as shown on said plans. Unit No. 42's Exclusive**

Use Yard and Patio is also subject to Unit No. 44's right to pass and repass to access the Shed as shown on said plans. Said Shed shall be equally used by Unit No. 42 and Unit No. 44 for general storage and both Units shall be responsible for the maintenance, repair and upkeep of said Shed described herein and shown on Plans.

- (f) **Unit No. 44 Exclusive Use Yard and Patio.** The owner of Unit No. 44 shall have exclusive right and easement to use the Yard and Patio located to the rear of the building (the "Unit No. 44 Exclusive Use Yard and Patio") and as shown on the attached plans for general recreational use. Said Unit No. 44 shall be solely responsible for the maintenance, repair and upkeep of the Yard and Patio described herein. The Unit No. 44 Exclusive Use Yard and Patio shall be maintained in a neat and orderly condition.
- (g) **Unit No. 42 Tandem Parking Area.** The Owners of Unit No. 42 shall have exclusive right and easement to their respective Tandem Parking Area located to the left of the building on the surface of the Land and as shown on the Plan.
- (h) **Unit No. 44 Tandem Parking Area.** The Owners of Unit No. 44 shall have exclusive right and easement to their respective Tandem Parking Area located to the left of the building on the surface of the Land and as shown on the Plan.
- (i) **Restrictions on Tandem Parking Areas.** To the extent allowed under Massachusetts law, the following restrictions and regulations shall apply to the use and occupancy of the Parking Areas:
 - (i) A Unit Owner is entitled to use his Parking Area; however, such use shall comply with the provisions contained in this Master Deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to said Condominium Trust;
 - (ii) The Parking Areas shall be used only for parking of private automobiles, motorcycles, noncommercial vans, commercial vehicles which do not exceed size of one parking Area, and recreational vehicles for the personal use of Unit Owners entitled to use said Parking Area(s) and their immediate families. No trucks which exceed the size of one parking Area, boats, trailers, and the like, may be parked in the Parking Area except with the written consent of the Trustees of the Condominium Trust.
 - (iii) All vehicles shall be parked within their respective Parking Area;
 - (iv) A Unit Owner may permit any tenant, guest, servant, licensee or

other party the right to use their Parking Areas which said Unit Owner is entitled to use, but all parties using said Parking Area(s) shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to said Condominium Trust;

- (v) A Unit Owner who permits any tenant, guest, servant, licensee or other party to use their Parking Area(s) to which said Unit Owner is entitled to use shall be responsible for the compliance by such tenant, guest, servant, licensee or other party with provisions of this Section 8, the terms and conditions of this Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium, to the extent the same may be applicable;
- (vi) In instances where vehicles using the Parking Area(s) and other facilities of the Condominium do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to tow the non-complying vehicles at the expense of the owners of such vehicles; and
- (vii) The exclusive right and easement to use said Parking Area(s) shall be conveyed with such Unit in accordance with the Plans.

The provisions of this Section 8 shall at all times take precedence over any other provisions of the Master Deed and the Declaration of Trust. No Amendment or modification of the Declaration of Trust or By-Laws or Rules and Regulations thereto shall affect or interfere with the rights and easements held by the Unit Owner as set forth in this Section 8 without prior written consent of the owners of the Unit(s) affected thereby.

Section 9. Statement of Purposes; Restrictions on Use.

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 the 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. The purposes for which Units and the common areas and facilities are intended to be used are as follows:

- (a) The Units are intended and shall be used for residential purposes only.
- (b) No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any 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 occupancy of any Unit.

(c) Unless otherwise permitted in a writing executed by all of the Condominium Trustees, and Unit owners pursuant to the provisions hereof:

1. No Unit shall be used for any purposes not specified in this Section;
2. 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;
3. No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other common areas and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium without prior consent of the 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 or mechanical systems of the Condominium without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for insurance, which in the Trustees' judgment are reasonable and necessary. All additions, alterations and 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 a manner as not to unduly inconvenience or disturb the occupants of the Condominium.
4. Units may be leased, however (i) the Unit Owner remains solely responsible for any and all damage caused by tenants; (ii) Unit Owners shall reimburse the Trustees on

demand for all costs incurred by them in connection with such tenants, such as tenant's moving into and out of the Building; (iii) tenants shall observe and comply with all terms and provisions of the Master Deed, Condominium Trust and the rules and regulations of the Condominium, all as in force and effect from time to time; (iv) all leases shall be in writing for a term of not less than six months; and (v) the occupancy may not be in violation of law or of the Master Deed, the Condominium Trust or the rules and regulations of the Condominium.

- (d) The architectural integrity of the Building shall be preserved without modification which shall include and insure, inter alia, that the roof and various cosmetics are the same color and texture, and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or attached to or exhibited through a window of the Building, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

Section 10. Amendment of Master Deed.

Except as specifically otherwise provided herein, the Condominium Trustees, with the consent in writing of Unit Owners holding at least one hundred percent (100%) of the beneficial interest of the Condominium Trust, may at any time and from time to time, amend, alter, add to, or change this Master Deed in any manner or to any extent, subject to the Trustees first being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change which would render the Condominium Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. The aforesaid notwithstanding, the owner of two or more adjacent Units shall, with the consent in writing of the Trustees, said consent not to be unreasonably withheld, have the right and easement to reconfigure and/or connect said Units and reallocate the allocable beneficial interest between said Units, provided the aggregate allocable beneficial interest of said Units is the same at the time of reallocation as it was prior thereto. All work shall be performed subject to and in accordance with the provisions contained herein. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of any instrument of amendment, alteration, addition or change, as the same may be, signed, sealed and acknowledged in a manner required in Massachusetts for the acknowledgment of deeds, by a majority of Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners required by the Condominium Trust to consent thereto. Such instrument, so

executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon any question as to title or affecting the rights of third persons and for all other purposes.

Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the premises, the Declarant reserves the right and power to file and record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed: (i) to comply with requirements of the FNMA, FHLMC, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or to any supplement or amendment hereto provided such Special Amendment does not materially adversely affect rights and interests of the Unit Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees of the 42-44 WARREN STREET CONDOMINIUM TRUST at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Unit.

Section 11. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements 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 of the Units on this date.

Section 12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the

Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

Section 13. Declarant's Rights.

Notwithstanding any other provision of this Master Deed or in the related Declaration of Trust, as long as the Declarant hold or controls title to any Unit, the Declarant may, for its own account;

- (a) reserve to itself and its successors and assigns (i) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (ii) the right to transact any business within the Condominium to accomplish the foregoing; and (iii) the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Declarant shall have the same rights, as owner of unsold Units, as any other Unit Owner;
- (b) let or lease Units or parking space easements or licenses (if applicable) owned by the Declarant;
- (c) proceed, together with its contractors and other appropriate personnel, to perform or complete any construction, landscaping or the like in or to any of the Units, provided no work in any Unit shall be done without the permission of the Unit owner, or common Elements, including any renovations, finishing work or the like in or to any Units, and exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed, and there is reserved to the Declarant an easement on, over, across and through the Condominium for such purposes;
- (d) To the extent any construction and/or rehabilitation requires under Chapter 183A an amendment to this Master Deed (including any Schedule thereto) or the Plan, or both, Declarant may so amend this Master Deed (and any such Schedule hereto) or the Plan, or both, without the consent of any other Unit owner or the Trustees. There shall be no amendment or change

in the percentage interest of any Unit in the Condominium nor the Condominium common areas and facilities;

Section 14. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such 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 by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee (except as otherwise permitted by Massachusetts laws – i.e. M.G.L. Chapter 183A, Section 6);
- (d) Any and all common expenses, assessments and charges that may be levied by the Company in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit except as otherwise permitted by Massachusetts law as noted above;
- (e) A lien for common expenses 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 for assessments

which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may 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 assessments made thereafter, nor the prior Owner responsible for any prior unpaid assessments from personal liability for the payment thereof.

- (f) Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:
 - (i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
 - (ii) Change the pro-rata interest or obligation 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; or
 - (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected;
 - (v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the

Condominium.

- (g) To the extent permitted by law, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole;
- (h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional 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 such Unit and/or the Common Areas and Facilities of the Condominium;
- (i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust will be entitled to:
 - (i) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
 - (ii) Inspect the books and records of the Condominium Trust at all reasonable times;
 - (iii) Receive at its own expense an audited annual financial statement of the Company within ninety (90) days following the end of any fiscal year of the Company;
 - (iv) Receive written notice of all meetings of the Company, and be permitted to designate a representative to attend all such meetings;
 - (v) Receive prompt written notification from the Manager of the Company of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
 - (vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Company; and
 - (vii) Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this Section shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association 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 Massachusetts General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirements shall control. This Section 11 may be amended only with prior written approval of first mortgage lenders representing 100% in number and percentage interest of the mortgaged Units in the Condominium and 100% in number and percentage interest of the Owners of Units in the Condominium.

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

Section 15. The Unit Owner's Organization.

The organization through which the Unit Owners will manage and regulate the Condominium is the 42-44 WARREN STREET CONDOMINIUM TRUST under Declaration of Trust recorded herewith. The address of the Condominium Trust is 42-44 WARREN STREET, ARLINGTON, MA 02474. In accordance with Chapter 183A, the Declaration of Trust sets forth By-Laws and establishes a membership organization of which Unit Owners shall be members and in which 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(s) of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

JOHN MCMAHON
P.O. Box 170877
Boston, MA 02117

Section 16. Invalidity.

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

Section 17. Chapter 183A Governs.

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.

Section 18. Waiver.

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

Section 19. 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 of fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 20. Encroachments.

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: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

Section 21. 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.

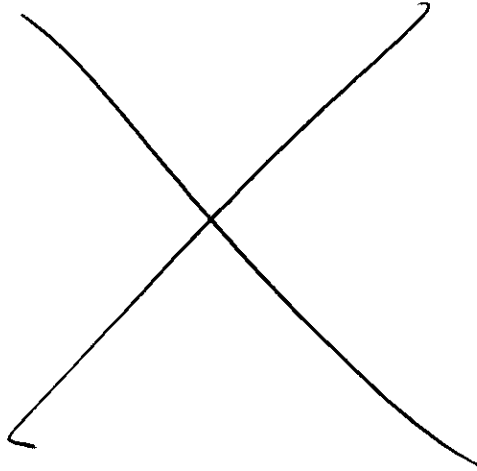
Section 22. Partial Invalidity.

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.

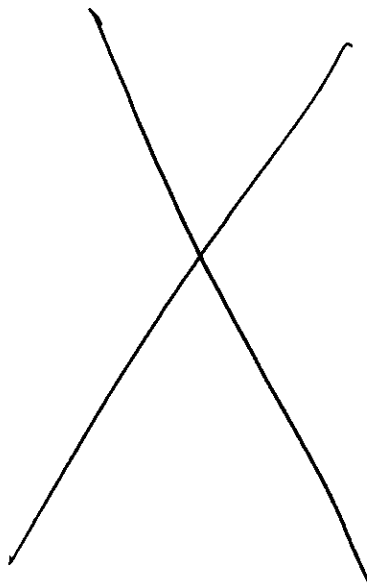
Section 23. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in

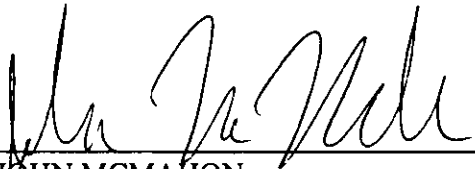
no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.



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WITNESS the execution hereof, under seal, this 2nd day of MAY 2019.



 JOHN MCMAHON

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk May 2, 2019

Then personally appeared the above named JOHN MCMAHON proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed.





 Notary Public:
 My Commission Expires:

**SCHEDULE A
TO
MASTER DEED**

Unit	Approximate Gross Living Area (sq. ft.)*	Number of Rooms	Percentage Interest
42	1,699	<i>Bonus Room; Kitchen; Living; Dining; 3 Bedrooms; 3 Bathrooms; 10 Rooms Total</i>	48%
44	1,820	<i>Kitchen; Living; Dining; 3 Bedrooms; 3 Bathrooms; 9 Rooms Total</i>	52%

Note: Square footage stated above is approximate in all cases and excludes exterior decks and other exclusive use areas.

The immediate common area to which each Unit has access is steps and walkways or hallway.