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MASTER DEED OF
250 POPLAR STREET CONDOMINIUM

Jeffrey A. Lanchester of Roslindale, Suffolk County, Commonwealth of Massachusetts, being the Declarant and sole owner of the property, hereinafter described (the "Premises"), proposing to create a Condominium Unit with respect thereto, do hereby, by duly executing and recording this Master Deed, submit the Premises to the provisions of Massachusetts General Laws, Chapter 183A as amended ("Chapter 183A") and do hereby create a condominium with respect to the Premises, to be governed by and subject to the provisions of Chapter 183A; and to that end, the Declarant declares and provides the following:

1. **Name:** The name of the condominium shall be:
THE 250 POPLAR STREET CONDOMINIUM

2. **Description of Land:**

The premises which constitutes the condominium (the "Condominium") consists of the land (the "Land") together with the building and improvements thereon situated in Roslindale, Suffolk County, Commonwealth of Massachusetts, described in *Exhibit A*, attached hereto and incorporated herein.

References to the "premises" include the subject and appurtenant rights above set forth as well as any other rights appurtenant to the Land.

3. **Trust:**

The organization through which the owners of condominium Units (the "Units") will manage and regulate the Condominium established hereby is the **250 Poplar Street Condominium Trust** established pursuant to a Declaration of Trust dated February 24, 2004 (the "Condominium Trust"); said Declaration of Trust is to be recorded with **Suffolk County Registry of Deeds** herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Common Areas and Facilities (the "Common Areas and Facilities") of the Condominium, hereinafter defined, to which they are entitled hereunder. The names and addresses of the original and present trustees ("The Trustees") of the Condominium Trust are as follows:

GRENHAM & TRACETTA, LLC
 607 WASHINGTON ST
 NORWOOD, MA 02062

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 REGISTER OF DEEDS

Jeffrey A. Lanchester

250 Poplar Street
Jamaica Plain, MA 02062

David M. Turchetta

607 Washington Street
Norwood, MA 02062

The Trustees have enacted By-Laws (the "By-Laws") which are set forth in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A. The term "Trustees" as hereinafter used shall be deemed to include the successors in trust of the original trustees and to mean the trustee or trustees for the time being under the Condominium Trust.

4. Description of Building:

There is only one three story building containing three (3) Units and the same is located as shown on the Site Plan ("Site Plan"); and the building does not have a name. The building is of wood construction and is built on poured concrete foundation walls and is further described as follows: 3 story building heated by natural gas, there are three separate furnaces and hot water heaters. Each condominium Unit has separately metered electric systems.

5. Designation of Units and their boundaries and of certain subject and appurtenant rights:

- a. The Units and designation, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications thereof are as set forth in **Exhibit B** hereto annexed. There is no name to the building containing said Units.
- b. The boundaries of the Units with respect to the floors, ceiling, walls, doors and windows thereof are as set forth in **Exhibit B** hereto annexed.
- c. The owner of Unit 1 shall have the exclusive right as appurtenant to that Unit to use the deck marked "Deck," shown on the floor plans.
- d. The owner of Unit 2 shall have the exclusive right as appurtenant to that Unit to use the two decks marked "Deck," shown on the floor plans.
- e. The owner of Unit 3 shall have the exclusive right as appurtenant to that Unit to use the two decks marked "Deck," shown on the floor plans.
- f. The owner of Unit 1 shall have the exclusive right as appurtenant to that Unit to use the storage area marked "Storage Unit 1," shown on the floor plans.

- g. The owner of Unit 2 shall have the exclusive right as appurtenant to that Unit to use the storage area marked "Storage Unit 2," shown on the floor plans.
- h. The owner of Unit 3 shall have the exclusive right as appurtenant to that Unit to use the storage area marked "Storage Unit 3," shown on the floor plans.
- i. The owner of Unit 1 shall have the exclusive right as appurtenant to that Unit to use the parking areas marked "1a and 1b" shown on the site plans.
- j. The owner of Unit 2 shall have the exclusive right as appurtenant to that Unit to use the parking areas marked "2a and 2b" shown on the site plans.
- k. The owner of Unit 3 shall have the exclusive right as appurtenant to that Unit to use the parking areas marked "3a and 3b" shown on the site plans.
- l. Each Unit includes the ownership of all utility lines which exclusively serve that Unit and are located within that Unit.
- m. The owner of each Unit shall have the right as appurtenant to that Unit to use, in common with owners of all other Units served thereby, all utility, sewer and water lines, and other common Facilities located in any of the other Units and serving that Unit. Nothing herein shall be construed to limit the right of any owner of a Unit to use Common Areas and Facilities in accordance with their intended use.
- n. Each Unit shall be subject to and have the benefit of the provisions of this Master Deed, the Condominium Trust, the By-Laws and the provisions of chapter 183A.

6. Common Areas and Facilities:

The Common Areas and Facilities of the Condominium consist of the entire premises other than the Units including without limitation:

- a. The land shown on the above-mentioned site plan;
- b. The foundation, structural columns, girders, stops, walks, beams, supports, those portions of the exterior and interior walls, floors, ceilings, and roofs not included as part of the Units;
- c. All sewer and drainage pipes and installations for services such as power, light, telephone, water, and heat situated outside or inside the Units except those pipes and installations which exclusively serve an undivided Unit and are located within that Unit;
- d. All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) on the Premises for common use or necessary or

convenient to the existence, maintenance, safety or enjoyment of the building and the condominium;

e. All other items listed as such in Chapter 183A and located on the premises.

The owner of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the following percentages set forth opposite each Unit:

<u>Unit Designation</u>	<u>Percentage Interest in Common Areas and Facilities</u>
Unit 1, 250 Poplar Street Roslindale, MA 02131	thirty three and 33/100 percent (33.33%)
Unit 2, 250 Poplar Street Roslindale, MA 02131	thirty three and 34/100 percent (33.34%)
Unit 3, 250 Poplar Street Roslindale, MA 02131	thirty three and 33/100 percent (33.33%)
Total:	one hundred percent (100%)

The Common Areas and Facilities shall be subject to the provisions of this Master Deed, the **250 Poplar Street Condominium Trust**, the By-Laws and the rules and regulations if any promulgated pursuant thereto. The trustees of the 250 Poplar Street Condominium Trust shall establish reasonable rules governing parking and use of the driveway.

7. Floor Plans:

The Floor Plans or the Building and the Site Plan together showing the layout, locations, Unit numbers, and dimensions of Units, and bearing the verified statement of a registered architect or registered land surveyor, certifying that the plans fully and accurately depict the same are recorded simultaneously herewith and are captioned "**250 Poplar Street Condominium, in Roslindale, Mass., Prepared for Jeffrey A. Lanchester**" Bennett Engineering, Land Surveying, Engineering & Development Services, PO Box 297, Sagamore Beach, MA 02562 Tel. (508) 888-4868; Fax (508) 833-7754; are recorded with Suffolk County Registry of Deeds herewith

8. Purposes:

The building and the Common Areas and Facilities are intended to be used only for residential purposes. The Units are to be used for residential purposes by not more than one family unit or by not more than three unrelated persons.

9. Restrictions on Use:

- a. No Unit and none of the Common Areas and Facilities shall be used for any purpose other than a purpose permitted under paragraph 8 above.
- b. No Unit and none of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws, and Chapter 183A.
- c. None of the Common Areas and Facilities may be used or maintained in a manner inconsistent with the provisions of such rules and regulations which may be promulgated pursuant to said By-Laws.
- d. No business activity of any nature shall be conducted in any such Unit, except that (i) the Declarant may use any Units owned or leased by him as models for display, as offices and/or as storage areas, for purposes of construction, sale or leasing of Units, and (ii) that a person residing in any such Unit may maintain therein an office for his/her personal professional use, but no employees or persons other than the resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients and patients.
- e. No Unit shall be rented, let, leased, or licensed for use for occupancy by other than the owners thereof except to persons who have first been approved in writing by the said Trustees, provided however, that such right of approval shall not be exercised so as to restrict occupancy of a Unit because of race, creed, color, sex or national origin, nor otherwise unreasonably withheld, nor delayed by more than seven (7) days. No lease shall be for a period for less than twelve (12) months. Said leases shall state that the unit is a portion of a condominium and shall bind said lessee to the provisions of the condominium documents.
- f. Common household pets, such as dogs, and cats may be kept on the Condominium premises, but not in such kind or numbers as to be noisome or offensive to any occupants of the Units and the keeping of such pets shall be subject absolutely to the right on the part of the said Trustees to require the permanent removal from the condominium premises of a pet deemed by them to be a nuisance.
- g. The architectural integrity of the buildings and Units shall be preserved without modification, and to that end, without limiting the generality thereof, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decals or other decoration except for acceptable decals concerning identification for fire rescue purposes shall be done on any exterior part or surface of any Unit or on the interior surface of any window, nor shall any curtains or draperies visible from the outside be installed or maintained unless they are white or lined with white materials.
- h. All maintenance and use by Unit owners and occupants of all Facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification.

- i. No Unit shall be occupied by more than three unmarried or unrelated by blood persons.

The aforesaid restrictions are imposed for the benefit of the owners from time to time of the Units described herein and the trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit owners and/or the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and compliance therewith acknowledged only by an instrument in writing signed by the owners from time to time of all of the Units and of the Trustees, and such instrument, whether or not recorded, shall be binding on all succeeding owners from time to time of the Units and Trustees.

No owner of a Unit shall be liable for any breach of the provisions of this paragraph 9 except such as occur during his or her ownership thereof.

10. Encroachments:

If any portion of the Common Areas and Facilities encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion on the Common Areas and Facilities, 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 Areas and Facilities made by or with the consent of the Trustees; or (c) as a result of repair or restoration of the building or any Unit after damage by fire or other casualty; or (d) as a result or condemnation of eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building stands.

11. Units Subject to Master Deed, Unit Deed, Condominium Trusts:

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, the Unit Deed, the Condominium Trust and By-Laws as they may be amended from time to time, and the items affecting the title to the land as set forth in paragraph 2 above and **Exhibit A**. The acceptance of a deed of conveyance 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 Trust, the By-Laws, as they may be amended from time to time, and the said items affecting title to the land are accepted and ratified by such owner, tenant, visitor, servant or occupant, 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 such 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, the Condominium Trust, the By-Laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

12. Utility Lines:

References herein to utility lines shall include, without limitation, pipes, wires, flues, ducts, cables, conduits as well as appurtenances to any or all of the same.

13. Amendments:

This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to one hundred (100%) percent of the undivided interests in the Common Areas and Facilities; and (b) signed and acknowledged by the Trustees; and (c) duly registered with the **Suffolk County Registry of Deeds**, *provided however*, that:

- a. The date on which any such instrument is first signed by an owner of a Unit shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- b. No instrument or amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon initially held by a bank, insurance company or other lending institution shall be of any force or effect unless the same has been assented to by the holder or holders thereof; and
- c. No Instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

14. Invalidity:

The invalidity of any provisions 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

15. 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.

16. 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 provisions hereof.

17. Conflicts:

This Master Deed is set forth to comply with the requirement of Chapter 183A. In event that the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

18. Right of First Refusal:

The **250 Poplar Street Condominium Trust** shall have no right of first refusal with respect to any sale of Condominium Units.

19. FHLMC/FNMA Compliance:

To the extent required to qualify the Units of the Condominium for Unit mortgages under then prevailing regulations of the Federal Home Loan Mortgage Corporation, the provisions of this, paragraph 19, shall apply notwithstanding any other provisions of this Master Deed.

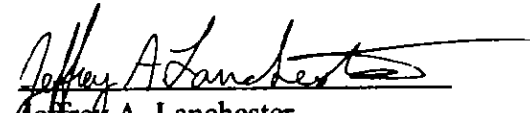
Unless one hundred (100%) percent of the first mortgages of Units (based on one vote for each mortgage owned) or such greater number as is stated below as to any specific matter, have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters:

- (a) Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless one hundred percent (100%) of the first mortgagees holding mortgages in the Individual Units of the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the unit owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:
 - (i) by act or omission, seek to abandon or terminate the Condominium.
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (ii) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities
 - (iii) partition or subdivide any Unit;
 - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided however that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such property for the Condominium.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.
- (c) In no case shall any provision of this Master Deed give a Unit owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium.
- (d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof except as may be set forth in this Master Deed.
- (e) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, 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 the mortgage; or
 - (ii) accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit required by the first mortgagee through the procedures set forth in the preceding subsections (i) and (ii); or
 - (iv) lease any Unit except that said lease must be in writing.

The Declarant intends that the provisions of this paragraph 19 and of Article XII of the Condominium Trust comply with the requirements off 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.

WITNESS our hands and seals this 24th, day of February, 2004


 Jeffrey A. Lanchester

THE COMMONWEALTH OF MASSACHUSETTS

, SS. SUFFOLK COUNTY

February, 2004

On this 24th day of February, 2004, before me the undersigned notary public, personally appeared, he proved to me through satisfactory evidence of identification, which was a Massachusetts State Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose.


 Notary Public:
 My Commission Expires: 4-2-04



CITY OF BOSTON

The exact amount by Chapter 190 of the Acts of 1992 in the amount of \$ 1800 has been paid with respect to the units 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.


 Collector-Treasurer

Exhibit A

Two certain parcels of land, with the buildings thereon, situated on Poplar Street, in that part of Boston called Roslindale, as follows:

Parcel One

The land with the buildings and improvements thereon being shown as Lot 3 on a plan entitled "Plan of Land in Roslindale" drawn by Dana E. Perkins, C.E., dated October 20, 1916, recorded with Suffolk County Registry of Deeds in Book 3990, Page 422 and being bounded and described as follows:

- Southwesterly** by Poplar Street, forty-three (43) feet;
- Southeasterly** by land now or formerly of A. and E.B. Goldsmith, one hundred (100) feet;
- Northeasterly** by land now or formerly of A. and E.B. Goldsmith, five (5) feet;
- Northerly** by land now or formerly of Edmond Donlan, being lot 4 on said plan, thirty five and 77/100 (35.77) feet; and
- Northwesterly** by Lot 2 on said plan, one hundred (100) feet.

Parcel Two

The land with the buildings and improvements thereon being shown as Lot 4 on a plan entitled "Plan of Land in Roslindale" drawn by Dana E. Perkins, C.E., dated October 20, 1916, recorded with Suffolk County Registry of Deeds in Book 3990, Page 422 and being bounded and described as follows:

- Northeasterly:** by land of owners unknown, thirty five (35) feet;
- Southeasterly:** by land now or formerly of A. and E.B. Goldsmith, one hundred seven and 80/100 (107.80) feet;
- Southwesterly:** by land now or formerly of A. and E.B. Goldsmith, five (5) feet;
- Southeasterly:** by land now or formerly of A. and E.B. Goldsmith, thirty (30) feet;
- Southwesterly:** by Lot 3, on said plan, thirty five and 77/100 (35.77) feet;
- Northwesterly:** by lot 5, on said plan, one hundred fifty two and 86/100 (152.86) feet.

Subject to Declaration of Cross Easements dated August 19, 2003 and recorded with Suffolk County Registry of Deeds in Book 32507, Page 61.

For title see Suffolk County Registry of Deeds Book 22542, Page 121.

Exhibit B

**Descriptive Schedule of Condominium Units
As Required by Mass. Gen. L. Ch. 183A §8(d)**

Unit Designation: Unit #1

Location: 250 Poplar Street
Roslindale, Massachusetts 02131

Approximate Area (sq. ft.): 971 sq. ft. +/- total area.

Number of Rooms: five (5) plus full bath, and closets

**Immediate Common Areas
To Which Unit Has Access:** halls and stairs as shown on plan

Unit Designation: Unit #2

Location: 250 Poplar Street
Roslindale, Massachusetts 02131

Approximate Area (sq. ft.): 975 sq. ft. +/- total area.

Number of Rooms: five (5) plus full bath, and closets

**Immediate Common Areas
To Which Unit Has Access:** halls and stairs as shown on plan

Unit Designation:	Unit #3
Location:	250 Poplar Street Roslindale, Massachusetts 02131
Approximate Area (sq. ft.):	974 sq. ft. +/- total area.
Number of Rooms:	five (5) plus full bath, and closets
Immediate Common Areas To Which Unit Has Access:	halls and stairs as shown on plan

Boundaries of Units

- A. **Floors:** the plane of upper surface of the sub-floor.
- B. **Ceilings:** the plane of the lower surface of the ceiling joists.
- C. **Exterior Building Walls, Doors and Windows:** as to walls, the plane of the interior surface of the wall; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.
- D. Each Unit shall have exclusive use of the parking spaces, decks and storage areas as shown on the site plan and as described in this Master Deed (see paragraph 5 hereof).