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**MASTER DEED  
OF THE  
65 OAK STREET CONDOMINIUMS**



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**Refab Home Solutions, LLC**, (hereunder "Declarant") of **307 Chestnut Street, Hudson, Massachusetts 01749**, being the sole owner of the land with improvements thereon (hereinafter the "Premises") located at **65-65A Oak Street, Somerville, Massachusetts 02143**, (the "Municipality") more particularly hereinafter described, by duly executing and recording this Master Deed with the **Middlesex South County Registry of Deeds** (the "Registry") does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), proposes to create and hereby does create with respect to the Premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides as follows:

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

**65 OAK STREET CONDOMINIUMS**

**Section 2**      **Description of Land**. The land on which the Condominium is located is generally known as **65-65A Oak Street, Somerville, Massachusetts 02143**, in the aforesaid Municipality and is more particularly described in Exhibit A attached hereto and made a part hereof together with any easements, encumbrances, restrictions and appurtenant rights therein specified.

**Section 3**      **Description of the Building**. A description of the building comprising the Condominium, stating the number of stories, the number of Units therein, the principal materials of which it is constructed and other relevant descriptive specifications or information is set forth in Exhibit B attached hereto and made a part hereof.

**Section 4**      **Description of Units**. The Units of the Condominium, their restrictive designations, locations, approximate areas, number of rooms, immediate common area to which each Unit has access, the boundaries defining the Units and any other data necessary for proper identification of the Units is set forth in Exhibit C attached hereto and made a part hereof.

- (a) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
  - (i) **Floors:** The plane of the upper surface of the floor joists.
  - (ii) **Ceilings:** The plane of the lower surface of the ceiling joists.
  - (iii) **Interior Building Walls Between Units/Common Areas:** The plane of the surface of the wall studs, or brick, or masonry as the case may be facing each Unit or interior party walls between units or walls between a unit and common area.

To Fleming and Williamson  
125 Main St  
Reading, MA 01867

Place # 893-7016

- (iv) **Exterior Building Walls, Doors and Windows:** As to walls, the plane of the interior surface of the wall studs facing the Unit and in, the case of the basement, the plane of the interior surface of the foundation walls; as to doors, the exterior surface thereof; and as to windows, which all include skylights, the exterior surface of the glass, sash and window frames. All storm and screen windows and doors, whether interior or exterior, shall be the property of the owner of the Unit to which they are attached or attachable and shall be installed, maintained, repaired and replaced at the sole expense of such Unit Owner. Said windows may be replaced or changed by Unit Owners provided that the replacement windows approximate the present architectural design materials, proportions and configuration of the Condominium.
- (b) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including the heating apparatus situated in the basement and exclusively serving one Unit.
- (c) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Unit served thereby, all utility lines and other common facilities which serve it, but which are located in such other Unit.
- (d) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are described as "Limited Common Areas and Facilities hereof.

**Section 5 Description of the Common Areas and Facilities (the "Common Elements".** The Common Elements consist of the common areas and facilities of the Condominium, exclusive of the Units and subject to the rights of Unit Owners to exclusive use of the following appurtenances (if any), the porches, balconies or patios immediately adjacent to their respective Units, the designated parking areas, the designated storage areas and exclusive use easement areas (which may be shown as or designated Limited Common Areas), and include, without limitation, the following:

- (a) The land, together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable as described in Exhibit A;
- (b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the building, (other than any portion thereof included in the Units) all roofs and the area between the upper surface of the subflooring and the lower surface of the ceiling joists below it;
- (c) All entrances, vestibules, halls, corridors and stairs of the building; and other similar facilities in such areas; the gutters, down spouts, all porches, patios, decks and balconies (if any) subject to the exclusive right appurtenant to each Unit to use the porch, patio, deck

and/or balcony, entrances, vestibules, halls, corridors, stairs, mailboxes and other such facilities immediately accessible therefrom or designated therefore;

(d) All yards, plantings, gardens, steps and walkways located outside the Building and on the land, subject to any exclusive rights as set forth herein.

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

(f) All installations of central service equipment providing power, light, heat, telephone and other electronic intelligence transmission and hot and cold water, including all equipment attendant thereto, all furnaces, hot water heaters, conduits, junction boxes, meters, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building whether or not the same may serve the Unit within which such facilities are contained (but specially excluding equipment contained within and serving a single Unit exclusively contained within any common area or Limited Common Area and serving a single Unit exclusively);

(g) All other apparatus and installations existing or hereafter installed in the Building or on the land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium; and

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

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

**Section 5-A Description of the Limited Common Areas and Facilities.** Each Unit shall have appurtenant to it the exclusive right to use the following portions of the Common Areas and Facilities, which are hereby designated Limited Common Areas and Facilities:

(a) *Those portions of the foundation structural columns, girders, beams, supports, perimeter walls, roof, basement floor slab, exterior window and door frames and other parts of the building constituting Common Areas and Facilities, which serve, surround or provide support for the Unit alone;*

(b) *Units 1, 2 and 3 shall each have one exclusive use storage area in the basement, as shown on the plan;*

- (c) *Units 1, 2 and 3 shall share in common the interior basement landing and stair case as shown on said plan.*
- (d) *Unit 1, 2 and 3 shall share in common the porches located on the first floor in the front and rear of the house as shown on said plan.*
- (e) *Unit 1 shall have exclusive use of the patio as shown on said plan.*

**Section 6**      **Unit Interests in the Common Elements.** The owners of each Unit shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentage shown on Exhibit C attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relations which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date.

**Section 7**      **Site Plan and Floor Plans.** There is recorded herewith and by this reference made a part hereof a site plan showing the boundaries of the land and the location of the improvements thereon and a set of the floor plans of the Building showing the layout, location, unit number and dimension of the Units as built and contain the verified statement required by Chapter 183A.

**Section 8**      **Condominium Trust and Unit Owners' Rights.** The entity through which the Unit Owners will manage and regulate the Condominium established thereby is The 65 OAK STREET CONDOMINIUMS TRUST under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members (the "Owners' Association") and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The names of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

**William J. Agnatovech**  
**Anna P. Agnatovech**

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

Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of Common Expenses upon being assessed therefore by the Trust. Such share shall be proportionate to that Unit's common element interest. Initial assessments shall occur upon the conveyance of the first Unit.

Voting rights shall be proportionate to Common Element Interest.

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

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

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (i) settling or shifting of the Building, (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees, (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or (iv) condemnation or eminent domain proceedings, then, in any of such events, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

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

**Section 9**     **Intended Use of the Building and the Units.**     The Building and the Units are intended solely for dwelling purposes and only as allowed by the zoning laws of the Municipality. No use may be made of any Unit except as a residence of the Owner thereof or his/her permitted lessees and the members of their immediate families, except that any ancillary use of a Unit authorized by the zoning laws of the Municipality may be made by a Unit Owner with the written approval of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld, delayed or denied.

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

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the Rules and Regulations (made in accordance with Section 11 of Chapter 183A) promulgated pursuant thereto:

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Section 8 and 9 hereof and may modify, remove and install non bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirements of the Trustees, (including without limitation, indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;

(c) In order to preserve the architectural integrity of the building and the Units, without modification and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;

(d) Any designation of or use of common areas or construction in or on the common areas for the benefit of one or more Units but not all Units, must, before construction is begun, be approved by an Amendment to the Master Deed signed by One Hundred (100%) percent of the Unit Owners (and their mortgages if required) and by a majority of the Trustees and shall be subject to the same requirement as stated in subparagraph (b) of this Section 10. Notwithstanding the foregoing, with respect to construction in or on any portion of the Common Areas to which a Unit Owner individually has an exclusive right to use the same must, before construction is begun, be approved in writing by Owner(s) of any Unit(s) directly abutting such Limited Common Area or whose Unit(s) are directly affected thereby as well as be approved by a majority of the Trustees in writing and shall similarly be subject to the requirement of subparagraph (b) of this Section 10. The cost of preparing and recording the amendment to the Master Deed in the case of designation of Limited Common Area or the cost of obtaining written approval of affected Unit Owners and Trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the Unit(s) being benefited.

(e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(f) Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements, which they have an exclusive right to use;

(g) One dog or cat acceptable under the Master Condominium Insurance Policy is permitted in each Unit; however, no such pet shall be bred for commercial and/or remunerative purposes. Any pet causing or creating a nuisance of unreasonable disturbance or noise shall be permanently removed from the Condominium upon three days' notice from the Trustees.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforcement thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except such as occur during his or her ownership of a Unit.

(h) Unit Owners of the Units, individually, are responsible for the upkeep, maintenance and repair of the Common Elements to which their exclusive right to use attaches, provided, however, if the Unit Owners of more than one Unit have an exclusive right in common to use the same portion of the Common Elements, the Unit Owners sharing such exclusive use right shall be responsible for the upkeep, maintenance and repair of such shared portion of the Common Elements in such proportions as hereinafter set forth in this Master Deed or as determined by the Trustees. If, in the opinion of the Trustees, said upkeep, maintenance and repair is not being done, the Trustees may contract to have it done and the cost thereof will become a lien against the Unit or Units responsible therefore. In addition, all costs for utilities servicing exclusive use easement areas shall be borne proportionally by those Units sharing exclusive rights to use such areas. Unit Owners with either sole and/or joint exclusive easements shall be responsible for any and all liability arising out of such exclusive rights;

(i) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of the Rules and Regulations;

(j) All maintenance and use by Unit Owners of gardens, decks, balconies, lights and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;

(k) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units or of other premises entitled to the use or benefit thereof;

(l) No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents;

(m) No Unit Owner shall alter his/her Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring building;

(n) No improper, offensive or unlawful use shall be made of the Units or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;

(o) Violations of laws, order, rules, regulation or requirements of any governmental agency having jurisdiction over the Condominium, relating to any Unit shall be corrected by and at the sole expense of the Owner of any such Unit and those relating to any Common Elements shall be corrected by the Trustees; provided, however, that those relating to any Common Elements to which one or more Unit Owners has an exclusive use easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit or Units which has the exclusive use easement to that part of the Common Elements which cause such violation;

(p) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages or objects of any kind;

(q) The public areas and stairways, if any, shall be used for no purpose other than normal transit through them; and

(r) All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium. No Unit estate may be leased or rented for a period of less than thirty (30) days. Any lease agreement of a Unit must have a minimum initial term of six (6) months.

The restrictions set forth in this Section 10, (i) shall be covenants running with the land, (ii) shall be for the benefit of all Unit Owners (iii) shall be administered on behalf of the Unit Owners by the Trustees, (iv) shall be enforceable by the Trustees, insofar as permitted by law, (v) may be waived in specific cases by the Trustees (except as to subparagraph (f), (m), (n), and (o) of this Section 10); (vi) shall, insofar as permitted by law, be perpetual and to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his/her ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and/or any aggrieved Unit Owner for the recovery of damages for injunctive relief or for both.

**Section 11 Additional Covenants for the Benefit of Holders of Bona Fide First Mortgages.** Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or



Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loan and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

(i) Foreclosure or take title to a Unit pursuant to the remedies provided in the 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 bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall, for the purposes of such title taking only, be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(c) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except for no more than six (6) months' delinquent common charges as provided in M.G.L.C. 183A, Section 6(c);

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

(e) A lien for Common Expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments, which are so extinguished, may be reallocated and assessed to all Unit estates as a Common Expense. Any such sale or transfer

pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

(f) All taxes, assessments and charges which may become liens prior to the first mortgage under the Laws of the Commonwealth of Massachusetts shall related only to the individual Units and not to the Condominium as a whole;

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

(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: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determine the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than repairs, replacement or reconstruction of such Condominium property;

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

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least two (2) months' estimated Common Expenses for each Unit to be paid at time of the initial conveyance of each Unit which funds shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or service deemed necessary or desirable by the

Trustees. Amounts paid into the funds are not to be considered as advance payment of regular assessments.

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

(i) Any condemnation loss or casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor as applicable;

(ii) Any default in the performance of any obligation under the Condominium constituent documents or any delinquency in the payment of assessments or charges owed by the Owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which default or delinquency remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;

(iv) All meetings of the Condominium Trust and shall be permitted to designate a representative to attend all such meetings;

(v) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;

(vi) Any proposed action, which would require the consent of a specified percentage of eligible mortgage holders as specified in the Section 11 and in Section 12;

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

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by one hundred (100%) percent of the total allocated votes of the Owner's Association and approved by eligible mortgage holders representing one hundred (100%) percent of the votes of Units subject to mortgages held by eligible holders.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by one hundred (100%) percent of the total allocated votes of the Owners'

Association and approved by eligible mortgage holders representing one hundred (100%) percent of the votes of Units subject to mortgages held by eligible;

(iii) Except as otherwise provided herein, no reallocation of interest in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part and which have one hundred (100%) percent of the votes of such remaining Units subject to eligible holder mortgages;

(iv) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at the time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have one hundred (100%) percent of the votes of Units subject to eligible holder mortgages;

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

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

(n) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year. If no audited statement is available, any mortgagee holder shall be allowed to direct that an audited statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

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

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

(ii) The consent of Owners of Units to which **One Hundred (100%)** percent of the votes in the Trust are allocated (except for subparagraphs (e), (g), (h) and (i) as to which consent of one hundred (100%) percent of the votes in the Condominium Trust shall be required) and the

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

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

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

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

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

(b) Duly recorded with the Registry of Deeds wherein this Master Deed is recorded;

PROVIDED HOWEVER, that:

(i) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless that same shall have been so recorded within six (6) months after such date;

(ii) No instrument of amendment, which alters the dimensions of any Units, shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered and the same has been assented to in writing by all holders of first mortgages of record;

(iii) No Instrument of Amendment affecting any Unit in a manner which impairs the security of a mortgage of record or would materially adversely affect holders of mortgages shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;

(iv) No Instrument of Amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed and the same has been assented to in writing by all holders of first mortgages of record.

(v) No Instrument of Amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements and the same has been assented to in writing by all holders of first mortgages of record;

(vi) No Instrument of Amendment which purports to increase or decrease or redefine the exclusive use right of any Unit or Units to portions of the Common Elements shall be of any force or effect unless signed by the Owners of all Units affected by such change, including any Unit affected by a change in its financial responsibility.

(vii) No Instrument of Amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, shall be of any force or effect.

(d) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to 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 Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, 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 ownership; (iii) to bring this Master Deed into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendment(s). The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to at least 2 Units.

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

**Section 14 Chapter 183A.** The Units and the Common Elements and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A and in all respects not specified in this Master Deed or in the Condominium Trust and By Laws, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to Common Expenses, funds and profits, with respect to improvement and rebuilding of Common Areas and facilities and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

**Section 15 Invalidity.** If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstances is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the

remainder of the Master Deed and all if the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

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

**Section 17**    **Waiver.**    No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches, which may occur.

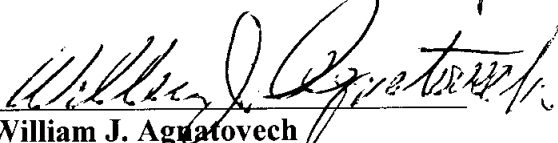
**Section 18**    **Captions.**    The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

**Section 19**    **Gender and Number.**    The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

**Section 20**    **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.



**IN WITNESS WHEREOF**, Declarant hereby executes this MASTER DEED under our hands and seals this 27<sup>th</sup> day of September, 2016.

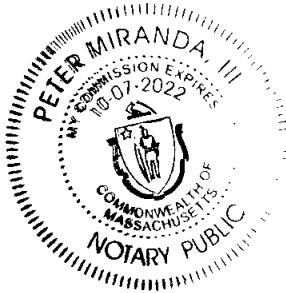
  
 William J. Agnatovech

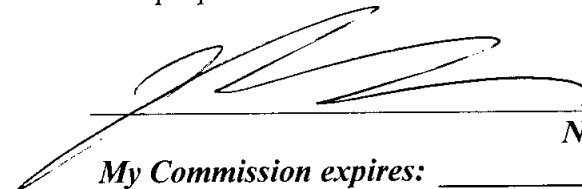
  
 Anna P. Agnatovech

**COMMONWEALTH OF MASSACHUSETTS**

*Middlesex, ss.*

On this 27<sup>th</sup> day of September, 2016, before me, the undersigned Notary Public, personally appeared **William J. Agnatovech**, proved to me through satisfactory evidence of identification, which was a ☒ **Massachusetts Driver's License**, ☐ personal knowledge ☐ valid \_\_\_\_\_ (country) passport to be the person(s) whose name(s) is/are signed on the preceding or attached document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief and acknowledge to me that he/she signed it voluntarily for its stated purpose.



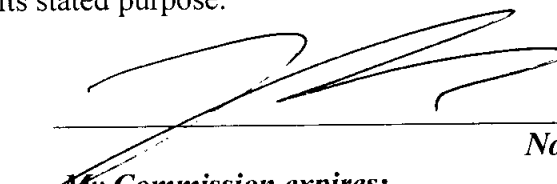
  
 Notary Public  
 My Commission expires: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

*Middlesex, ss.*

On this 27<sup>th</sup> day of September, 2016, before me, the undersigned Notary Public, personally appeared **Anna P. Agnatovech**, proved to me through satisfactory evidence of identification, which was a ☒ **Massachusetts Driver's License**, ☐ personal knowledge ☐ valid \_\_\_\_\_ (country) passport to be the person(s) whose name(s) is/are signed on the preceding or attached document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief and acknowledge to me that he/she signed it voluntarily for its stated purpose.



  
 Notary Public  
 My Commission expires: \_\_\_\_\_

**EXHIBIT A****PROPERTY DESCRIPTION****65 OAK STREET CONDOMINIUMS**

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being numbered 65-65A Oak Street and being shown as Lot C on a "Plan of Land, Somerville, Mass.", dated August 10, 1954, by Robert H. Dunning, Surveying & Drafting, duly recorded with Middlesex South District Registry of Deeds, at end of Book 8312, bounded and described as follows:

- SOUTHEASTERLY:** by said Oak Street, twenty-eight and 60/100 (28.60) feet;
- NORTHEASTERLY:** by Lot D on said Plan, seventy-four (74.00) feet;
- SOUTHWESTERLY:** by the Northeasterly side line of the right of way three (3) feet in width shown on said plan, seventy-four (74.00) feet; and
- NORTHWESTERLY:** by Lot A on said plan, twenty-eight and 60/100 (28.60) feet.

Containing 2,116.4 square feet of land.

Together with the right to use said three (3) foot right of way throughout its entire length and width in common with others having like rights therein.

For title see Bk 66330 pg 265

**EXHIBIT B**

**MASTER DEED**

**65 OAK STREET CONDOMINIUMS**

There is one residential building located on the land described above. The building comprising the Condominium (the Building) is 3 (3) stories high and contains 3 units. The exterior is vinyl clap board with aluminum trim around the window and door openings and eave areas. There is blue board and plaster on the interior walls. The building has wooden structural timbers and joists on a balloon wooden frame. The building contains 3 residential units with a full basement. The foundation is cast in brick and fieldstone wall. The building has an asphalt flat roof.

The Post Office Address of the Units are:

Unit 1, 65 Oak St., Somerville, MA 02143

Unit 2, 65 Oak St., Somerville, MA 02143

Unit 3, 65 Oak St., Somerville, MA 02143

Units 1, 2 and 3 are heated by gas.

There are separate electric meters for each Unit.

There are separate water and sewer lines to each.

The plumbing is CPVC and PVC.

**EXHIBIT C****MASTER DEED****65 OAK STREET CONDOMINIUMS****DESCRIPTION OF CNDOMINIUM UNITS**

<b>Unit No.</b>	<b>Floor</b>	<b>Approx. area (sq. ft.)</b>	<b>No. of Rooms</b>	<b>Proportionate Interest in Common Areas and facilities</b>	<b>Immediate Common Area Access</b>
<b>1</b>	<b>1</b>	<b>1,102</b>	<b>6</b>	<b>33 1/3%</b>	<b>First floor porch &amp; stairs- front and rear</b>
<b>2</b>	<b>2</b>	<b>1,156</b>	<b>6</b>	<b>33 1/3%</b>	<b>First floor porch &amp; stairs- front and rear</b>
<b>3</b>	<b>3</b>	<b>1,205</b>	<b>6</b>	<b>33 1/3%</b>	<b>First floor porch &amp; stairs- front and rear</b>