

Suffolk County - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
1	MASTER DEED		13604/338	04/22/1987	0.00
Property-Street Address and/or Description					
53 MT IDA RD*, DORCHESTER					
Grantors					
GONCHAR STEPHEN P, JOHNS LADONNA S, MOUNT IDA ROAD CONDOMINIUM 53					
Grantees					
References-Book/Pg Description Recorded Year					
21284/141 UD 1997, 23611/292 UD 1999					
Registered Land Certificate(s)-Cert# Book/Pg					

~~AMND~~
19028
331

Box 217

13604 338

MASTER DEED

SUFFOLK REGISTER OF DEEDS
REC'D ENTD. & EXAM. ATTORNEY 1

OF

53 MOUNT IDA ROAD CONDOMINIUM

APR 22 9 01 AM '87

Paul N. Turner

Stephen P. Gonchar and LaDonna S. Johns (hereinafter referred to as "Grantor"), being the sole owner of the land together with the building(s) thereon, located at 53 Mount Ida Road, Dorchester (Boston), Suffolk County, Massachusetts, and being more particularly described in Paragraphs (2) and (3) below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building(s) and improvements located thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter referred to as the "Premises"), to the provisions of Chapter 183A of the Massachusetts General Laws, as amended (Chapter 183A), and proposes to create, and does hereby create, with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, Grantor declares and provides the following:

(1) Condominium Name. The name of the condominium shall be 53 Mount Ida Road Condominium.

(2) Description of Land. The Premises which constitutes the condominium (the "Condominium") consists of the land together with the building(s) thereon, located at 53 Mount Ida Road, Dorchester (Boston), Massachusetts, and being more particularly bounded and described as shown on Exhibit 1 annexed hereto and incorporated herein.

(3) Description of Building(s). The building on the land comprising the Condominium consist of one three-story building with a basement and roof area, and is constructed primarily of wood; interior partitions are of wood frame and plaster or sheathed with dry-wall construction. The building is constructed as shown on a Site Plan by Alex Krieger, recorded herewith.

(4) Description of Units.

(A) The designation of each Unit in the building(s) comprising the Condominium, a statement of its location, approximate area, number and composition of rooms, immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are set forth in Exhibit 2 annexed hereto and incorporated herein.

(B) The boundaries 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 subflooring.

(ii) Ceilings. The plane of the lower surface of the ceiling joists or, in the case of the Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.

(iii) Interior Building Walls. The plane of the interior surface of the wall studs facing the Unit. 13604 339

(iv) Exterior Building Walls, Doors, and Windows. As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

(C) The proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date on the Master Deed bears to the then aggregate fair value of all the Units.

(D) Each Unit includes the ownership of all utility lines; heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and/or are located within the individual Unit.

(E) 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 entrance to and from the public streets, yards, garage, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the common areas and facilities therefor).

(F) 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 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 Paragraph (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 in accordance with the intended purposes thereof.

(G) The owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the balcony, if any, immediately adjacent to their Unit.

(H) No parking places are included with any Unit. The owners of each Unit may be granted the exclusive use of a parking space or spaces, but they shall not have the right to use any of said parking space(s) until or unless specific written permission is given to them by the Grantor.

(I) The Condominium Trust hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform.

(J) Each Unit shall be subject to rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(5) Description of Common Areas and Facilities. The common areas and facilities of the Condominium consist of:

(A) The land described in Exhibit 1, together with the benefit of, and subject to, all rights, easements, restrictions, encumbrances, and agreements of record, if any, so far as the same may be in force;

(B) All portions of the Building(s) not included in any Unit by virtue of Paragraph 4 above, including, without limitation, 34 the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, roofs, entrances, and exits of the Building(s), common walls within the Building(s), and structural walls or other structural components contained entirely within any Unit;

(ii) The main entranceways, steps, stairways, entrance vestibules, hallways serving more than one Unit, mailboxes, utility areas, and other facilities in such hallways;

(iii) Installations of services such as heat, telephone, electric power, gas, hot and cold water, and master television antennae, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(iv) All conduits, chutes, ducts, sewer, drainage, water, and other pipes, meters, plumbing, wiring, flues, and other facilities for the furnishing of services described above in subparagraph (iii) which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building(s) other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(v) All land areas, lawns, landscaping, parking areas, driveways, and other improved or unimproved areas on land and not within the Unit; except that any garage, parking deck, and parking areas may be restricted in terms of use by Grantor;

(vi) 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 in the percentages shown on Exhibit 2 attached to this Master Deed and incorporated herein by reference.

The Trustees of the Condominium Trust, hereinafter defined, in their sole and absolute discretion, may designate certain portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

The use of common areas and facilities shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph 9 hereof, and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A.

(6) Floor Plans. The floor plans of the Building(s) and the Units therein, together showing the layout of the Building(s), setting forth the Units within the Building(s) and the Building(s) comprising the Condominium and depicting the Unit numbers, layout, location within each building, and dimensions, main entrance, and immediate common areas to which each Unit has access, all "as built", and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built are recorded with and made a part of this Master Deed.

Said plans are recorded simultaneously herewith, being the plans of 53 Mount Ida Road Condominium, located at 53 Mount Ida Road, Dorchester, Massachusetts, by Alex Krieger, Registered Architect, dated April 2, 1987.

(7) Use of Units and Building(s). The Units are intended to be used as follows:

(A) All Units shall be used for residential purposes only;

(B) The use of the Balconies, if any, by the owners or occupants of the respective Units to which they are appurtenant and any improvement thereof shall comply with this Master Deed, the Condominium Trust, and the Condominium Law, and all zoning, safety, building, and other applicable laws, ordinances, and regulations. The Trustees of the Condominium Trust and their agents, servants, and contributors, may have access to and use said Balconies, after not less than 24 hours' notice to the owner of the Unit having the exclusive use right thereof, for purposes of maintenance, repair, upkeep, or inspection of said areas or other portions of the Building(s) or common areas, and the Trustees of the Condominium Trust and any Unit Owner may have access to and use of the Balconies at any time, without notice, in the event of emergency.

(C) The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:

(i) Each and every lease, license, and/or tenancy agreement must be for the entire Unit;

(ii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;

(iii) Every lease, license, or tenancy arrangement permitting outside occupants the use, possession, or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, specifically including, but not limited to, this Paragraph (7) and Paragraph (8), the Condominium Trust, and any Rules and Regulations of the Condominium, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations, if any, and a copy of Paragraphs (7) and (8) of the Master Deed;

(iv) No outside occupants shall keep, house, or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustees of the Condominium Trust;

(v) The provisions of the within Paragraphs C(ii) and C(iii) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(D) Notwithstanding the provisions contained in Paragraphs (A) and (B) hereof, the Grantor, or any successor to the Grantor's interest in the Condominium, hereby reserves the right, until all of the Units have been sold by the Grantor or such successor, to:

(i) lease any Units or Parking Spaces owned by the Grantor;

(ii) use any Units owned by the Grantor as models for display for purposes of selling or leasing of Units or for other lawful purposes;

(iii) combine and/or subdivide any Units owned by the Grantor.

(E) Use of the Building(s) and Common Areas may also be restricted under provisions of the Condominium Trust and any Rules and Regulations promulgated pursuant thereto and recorded herewith.

(F) The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces, if any:

(i) The Parking Spaces may be used solely for parking of private automobiles, motorcycles, and noncommercial vans and recreational vehicles for the personal use of Unit Owners entitled to use said Parking Spaces, and their immediate families. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicles), commercial vehicles, and the like, may be parked in the Parking Spaces except with the written consent of the Trustees of the Condominium Trust (hereinafter defined). Only one vehicle may be parked in each Parking Space.

(ii) All vehicles shall be parked within their respective Parking Spaces.

(iii) A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and any Rules and Regulations promulgated pursuant to said Condominium Trust.

(iv) In instances where vehicles using the parking areas and facilities of the Condominium or Parking Spaces do not comply with the foregoing provisions, the Trustees of the Condominium Trust shall be authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.

(8) Restrictions on Use. Unless otherwise permitted in writing and executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(A) No Unit shall be used for any purpose not specified in Paragraph (7) above;

(B) The architectural integrity of the Building(s) and the units shall be preserved without modifications, and to that end 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 the Building(s), any Unit, or any part thereof, unless first consented to by the Trustees of the Condominium Trust, said consent not to be unreasonably withheld. This Paragraph (B) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

(C) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this Master Deed, (ii) the Condominium Trust and any Rules and Regulations promulgated pursuant thereto, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

(9) Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") shall manage and regulate the Condominium established hereby is 53 Mount Ida Road Condominium Trust under a Declaration of Trust (the "Condominium Trust") of even date and executed and recorded herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium, to which they are entitled under this Master Deed. The names and addresses of the original and present trustees (the "Trustees") of the Condominium Trust are as follows:

1. Stephen P. Gonchar
53 Mount Ida Road
Dorchester, Mass.
2. LaDonna S. Johns
53 Mount Ida Road
Dorchester, Mass.

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

(10) Amendment of Master Deed. This Master Deed may be amended by a written instrument (a) signed by 75% or more in beneficial interest of all Unit Owners; (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust; and (c) duly recorded with the Registry of Deeds; PROVIDED HOWEVER, that:

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

(B) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(C) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities 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;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(E) 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 Chapter 183A shall be of any force or effect;

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect before the Grantor has conveyed title to all Units unless the Grantor executes the instrument of amendment; and

(G) The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned or record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

(11) Units Subject to Master Deed, Unit Deed, Condominium Declaration of Trust, Rules and Regulations, and Chapter 183A.

(A) All present and future owners, tenants, visitors, servants, and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such

Unit, (c) the Condominium Declaration of Trust and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Condominium as set forth in Paragraph 2 hereof, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of 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, such Unit Deed, the Condominium Trust and By-Laws or 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.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation court action for injunctive relief and/or damages.

(12) 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, master television antennae, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in all such building(s).

(13) Encroachments. If any portion of the common areas and facilities of the Condominium now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the Buildings or alterations or repairs of the Building(s) or a Unit made by or with the consent of the Trustees, or as a result of a 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(s) stand.

(14) Regulations and Conditions. The Grantor and the Unit Owners hereby agree as follows:

(A) That in the event any right of first refusal in case 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 bona fide first mortgage lender to:

(i) foreclose 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 Paragraph (1) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(C) That any bona fide first mortgage lender 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;

(D) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of 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 a taking by condemnation or eminent domain;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the common elements;

(iii) partition or subdivide any Unit;

(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 special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(v) use hazard insurance proceeds for losses to any property for the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements of the Condominium;

(vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium.

(E) That all taxes, assessments, and charges which may become liens prior to the 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;

(F) That 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 a bona fide 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 taking of such Unit and/or the common areas and facilities of the Condominium;

(G) That a bona fide first mortgage lender upon request to the Trustees of the Condominium Trust, shall 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 during normal business hours;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) written notice of all meetings of the Condominium Trust, and permission to designate a representative to attend all such meetings; and

(v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide 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.

(H) That no agreement for management of the Condominium or any other contract with the Grantor may exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days' or less written notice.

The Grantor intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

(15) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and said Chapter 183A, the provisions of Chapter 183A shall control;

(B) In the event of any conflict between the preceding Paragraph 14 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Paragraph 14 shall control.

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

(17) Captions. The captions herein are inserted solely 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.

(18) Assignment of Rights of Grantor. The Grantor, by deed or by separate assignment, shall be entitled to assign any and all of his rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by the Grantor.

(19) 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.

(20) Severability. The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

EXECUTED as a sealed instrument this 13th day of April 1987.

13604 349

LaDonna S. Johns
LaDonna S. Johns

Stephen P. Gonchar
Stephen P. Gonchar

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 13, 1987

Then personally appeared the above-named Stephen P. Gonchar and LaDonna S. Johns and acknowledged the foregoing instrument to be their free act and deed, before me.

R. David Cohen

R. David Cohen
Notary Public
My commission expires:
~~April 3, 1987~~
March 18, 1994

CITY OF BOSTON

The fee imposed by Chapter 190 of the Acts of 1982 in the amount
of \$ 1.00 has been paid with respect to the 3
of the instrument described by the above described instrument
and the amount of the registration charges of the
instrument is \$ 0.00

James J. Walsh
Clerk, City of Boston

EXHIBIT 1

13604 350

The land with the buildings thereon situated in that part of Boston called Dorchester, Suffolk County, Massachusetts bounded and described as follows:

NORTHEASTERLY by Mount Ida Road, fifty (50) feet;

SOUTHEASTERLY by Lot 3, as shown on plan hereinafter mentioned, eighty-eight and 50/100 (88.50) feet;

SOUTHWESTERLY by land of Maurice Vaughan et al, Trustees, and by land of Susan I. Mulherrin, as shown on said plan, fifty (50) feet;

NORTHWESTERLY by lot 1, as shown on said plan, eighty-eight and 50/100 (88.50) feet.

Containing 4425 square feet according to said plan, and being shown as Lot 2 on a plan by William E. Hannan, Civil Engineer, dated August 17, 1914, recorded with the Suffolk Registry of Deeds in Book 3830, Page 316.

The above described premises are conveyed subject to and with the benefit of an easement for the laying of water pipes as more particularly set forth in an instrument recorded in said deeds in Book 3839, Page 330.

For title, see deed dated October 15, 1979, recorded with the Suffolk Registry of Deeds in Book 9335, Page 88.

UNIT 604
 NO. 30917
 APPROXIMATE AREA

EXHIBIT 2
 NUMBER OF ROOMS
 IMMEDIATE COMMON AREA AND ACCESS
 INTEREST COMMON ELEMENT

1	First floor 1186 sq. ft.	On the first floor level: Livingroom, dining room, 2 bedrooms, kitchen, pantry, and bath	Common hallways	32.0
2	Second floor 781 sq. ft.	On the second floor level: Livingroom, one bedroom, kitchen, foyer, and bath	Common Hallways	21.0
3	Second floor 537 sq. ft.	On the second floor level: One bedroom, study, stairway, and bath	Common hallways	47.0
	Third floor 1258 sq. ft.	On the third floor level: Livingroom, dining room, two bedrooms, kitchen, foyer, and bath	Common hallways	25.0
	TOTAL: 1795 sq. ft.			