

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
73144	MASTER DEED		81735/484	07/05/2023	0.00
Property-Street Address and/or Description					
11 ORCHARD ST					
Grantors					
11 ORCHARD STREET CONDOMINIUMS, 1766 COMMONWEALTH AVE LLC					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

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Bk: 81735 Pg: 484 Doc: MD
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MASTER DEED

OF

11 ORCHARD STREET CONDOMINIUMS

MEDFORD, MASSACHUSETTS

Prepared by and upon recording please return to:

Ligris.

1188 Centre Street

Newton, MA 02459

Attention: Elizabeth P. Barletta, Esq.

Plan # 439-2023

11 ORCHARD STREET CONDOMINIUMS

MASTER DEED

(a) Creation of Condominium

1766 Commonwealth Ave LLC, a Massachusetts Limited Liability Company with a principal place of business located at of 191 Broadway, Somerville, MA 02145, (the "Declarant") being the sole owner of the land with the buildings thereon with the post office address of 11 Orchard Street, Medford, MA, described in Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A ("Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(b) Description of Land

The premises that constitute the Condominium are located at 11 Orchard Street, Medford, MA, as described in Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. Said land being shown on the plans filed herewith and entitled Condominium Site and Floor Plans being dated February 10, 2023 and prepared by LeBlanc Survey Associates, Inc of Danvers, MA (hereinafter referred to as "the Master Plans"),

(c) Description of Building

The building portion of the Condominium consists of one (1) building, containing two (2) Units on two (2) floors, plus a basement and attic. Said building is described in Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said building is hereinafter called the "Building."

(d) Description and Boundaries of the Units

I. Units

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth in Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

The boundaries of each Unit 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: With respect to all Units except the top floor Unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor Unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists.
- (iii) Building Walls: With respect to all Units, the plane of the wall studs facing the interior of the Unit. Floors, ceilings and walls that do not abut another Unit or common area are part of the Unit in which they are located.
- (iv) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one Unit are part of the common areas and facilities.
- (v) Doors and Windows that open from a Unit are part of the Unit from which they open, except for the front entry exterior doors, which shall be a part of the common areas and facilities.
- (vi) All Structural Portions of the building are part of the common areas and facilities.
- (vii) Each Unit includes the ownership of all utility lines, heating, cooling, plumbing, electrical, and other apparatus and other equipment, including without limitation, the hot water heater, if any, which exclusively serve and are located within the individual Unit.
- (viii) Each Unit includes the ownership of the heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus which exclusively serve the individual Unit and are located outside such Unit and the owners of each Unit shall have the exclusive right, as appurtenant to their unit, to use the lines, pipes, ducts or any other equipment connecting said heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus serving said unit. Unit owners shall have sole responsibility and bear the cost of maintenance, repair and replacement, as necessary, of all apparatus which exclusively serves the Unit. A Unit Owner is hereby granted limited access to that common area in which the apparatus exclusively servicing a Unit is located for the specific purpose of maintaining, repairing, or replacing as necessary that apparatus.
- (ix) Except as otherwise herein provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in Section (e) hereof, and serving that Unit.

II. Exclusive Use Areas

Unit 1 Exclusive Use Areas. Unit 1 shall have the exclusive easement and right:

- a. To use the parking area and portion of the driveway, labeled "Parking Unit 1" as shown on the Condominium Site and Floor Plans recorded herewith;
- b. To use the deck, labeled "Deck EUA Unit 1" as shown on the Condominium Site and Floor Plans recorded herewith.

Unit 2 Exclusive Use Areas. Unit 2 shall have the exclusive easement and right:

- a. To use the parking area and portion of the driveway, labeled "Parking Unit 2" as shown on the Condominium Site and Floor Plans recorded herewith;
- b. To use the deck, labeled "Deck EUA Unit 2" as shown on the Condominium Site and Floor Plans recorded herewith.

Each unit shall have the right to use the driveway for parking, per above, on the Condominium Site Plan recorded herewith. The driveway expenses and maintenance, including plowing and paving, shall be shared between the Unit Owners in accordance with their respective percentage interest in the Condominium. The driveway area and all parking spaces shall be kept in a neat, safe and orderly condition. The parking areas shall be used only for parking of registered, private automobiles, motorcycles and noncommercial vans and recreational vehicles for the personal use of Unit Owners entitled to use said parking areas. No RV's, boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the parking areas except with the written consent of the Trustees of the Condominium Trust. All vehicles shall be parked within their respective parking area. A Unit Owner is responsible for ensuring that his vehicle fits within his designated area, nor will a Unit Owner block or encroach upon any other unit owners parking area, Common Areas and/or Facilities surrounding the Parking Areas. No walls shall be built around exclusive portions of the driveway. Any Unit Owner may convey an easement for the exclusive use of their parking area to any other Unit Owner.

The responsibility to maintain, repair and replace all other outside exclusive use areas shall be borne by the Unit Owner to which it is designated. All outside exclusive use areas shall be kept in a neat, safe and orderly condition, and always kept and used in compliance with applicable laws.

(e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

Each Unit shall have as appurtenant thereto the right to use the Common Areas and facilities as described herein in common with the other Unit in the Condominium, with the exception of the exclusive use areas described herein.

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (c) ("Description of Building") of this Master Deed, other than the Units described on Exhibit C hereto, subject to the rights of the owner(s) of 1 and 2 with respect to the exclusive use areas as described herein or as designated by the Master Plans.

All common areas and facilities shall be subject to the provisions of the 11 Orchard Street Condominium Trust recorded herewith (the "Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (i) the land described in paragraph (b) ("Description of Land") of this Master Deed, subject to the exclusive use areas as described herein or designated by the Master Plans.
- (ii) the area demarcated on the Condominium Site Plan as common areas around and in the building, including any improvements thereon, and including, without limiting the generality of the foregoing, walls, steps, and outdoor lighting fixtures, subject to the exclusive use areas as described herein or designated by the Master Plans.
- (iii) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits not exclusively serving one Unit and all structural portions of the building;
- (iv) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations located within and servicing a single Unit are a part of the Unit in which the same is located and which it services and is not a part of the common areas and facilities;
- (v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that are contained in portions of the building outside of the Units and all installations outside the Units for services such as lights, power, telephone, water, and sanitary sewer drainage, but only if and to the extent that such installations serve more than one Unit;
- (vi) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents that are located within the Units including, but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each Unit, and above any ceiling within the Units, but which service more than one Unit;
- (vii) exterior lighting devices and wires and poles serving the same.
- (viii) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the Units described in Exhibit C hereto, subject to the provisions relating to certain rights of the owners to exclusive use areas as set herein and as shown on the Master Plan. The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth in Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) Plans

A Condominium Site Plan and set of the Unit Plans of the building showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

(g) Statement of Purposes; Restrictions on Use

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

The Units each shall be used solely for residential purposes, provided that nothing contained herein shall prohibit any Unit Owner from having temporary guests, and provided further that the Condominium Trustees shall have the right to regulate the maximum number of occupants of any Unit; so long as consistent with the foregoing, a Unit Owner may use one or more rooms in his or her Unit as a home office for professional offices accessory to a residential use, so long as no one shall be employed in such office except residents of the Unit, there shall be no signs in connection with such office and the noise level from the Unit or in connection with the use of the Unit as permitted hereunder does not become an unreasonable annoyance or nuisance to, or interfere with, the rights, comforts or conveniences of other Unit Owners or occupants.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Moreover, unless otherwise permitted in a written instrument executed by the Condominium Trustees pursuant to the provisions hereof:

- (i) No Unit shall be used for any purpose not specified in this Section;
- (ii) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws and the rules and regulations in effect from time to time pursuant thereto; and
- (iii) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other common areas and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may adversely affect the structural integrity or mechanical systems of the Condominium without prior written consent of the Trustees as

aforesaid, and which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for insurance, which in the Trustees' judgment are reasonable and necessary. All additions, alterations and improvements to any Unit (whether or not affecting the structural elements, mechanical systems or common areas and facilities of the Condominium) shall be performed in a manner as not to unduly inconvenience or disturb the occupants of the Condominium;

- (iv) The architectural integrity of the building shall be preserved without modification which shall include and insure, inter alia, that the roof and various cosmetics are the same color and texture, and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be made to any common area or the exterior to any door visible from a common area nor shall there be erected or placed upon or attached to any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees as aforesaid and shall conform to the conditions and provisions set forth in the By-Laws and the rules and regulations of the Condominium Trust;
- (v) Unless otherwise restricted under other agreement duly recorded, any Unit Owner may lease or rent his Unit, subject however, to the following conditions:

Any lease, or occupancy agreement, shall:

- 1) Be in writing, a true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution; and
- 2) No unit may be leased or rented for a period of less than six (6) months; and
- 3) Expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By Laws and Rules and Regulations thereof, as the same have been amended most recently prior to execution of the lease, or occupancy agreement ; and
- 4) Contain the following notice in capital letters:

“THE APARTMENT UNIT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES THEY OCCUPY AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE [OCCUPANCY AGREEMENT] ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND

THE BYLAWS AND RULES AND REGULATIONS THERETO AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS); IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES; AND THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE [OCCUPANCY AGREEMENT];”

Unit Owners shall be responsible for any violations of the Condominium Documents by their tenants. If such violation by a tenant creates an unreasonable nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that the nuisance be cured and if not that the landlord will evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorneys' fees. Each Unit Owner hereby appoints the Trustees and each of them as such Unit Owner's attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable. A copy of leases shall be filed by the Unit Owner with the Trustees. This provision and these restrictions shall not apply to any Unit(s) owned by the Declarant.

Notwithstanding anything herein to the contrary, any Unit(s) owned by the Declarant or any affiliated entity controlled by the Declarant or the Declarant's members shall not be subject to the restrictions set forth in subsection 9 (e) (any only until such time as these Unit(s) are sold to a third party) other than the following requirements that shall apply to such Declarant Owned Unit(s): (i) any and all leases must be in writing, (ii) - the Required Lease Language shall be contained in all such leases. The rights of the Trustees to fine and/or terminate/evict shall apply to all Declarant owned Unit(s) regardless of the limited restrictions set forth herein.

- (vi) The Units shall be heated at all times so as to maintain minimum temperatures in such Units of 55° so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit Owner fails to maintain a 55° temperature as aforesaid, the Condominium Trustees shall have the right of access to such Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit's Owner as a Common Charge which (as with all Common Charges) until so paid shall constitute a lien against such Unit pursuant to this Master Deed and the By-Laws of the Condominium Trust as well as Section 6 of said Chapter 183A.
- (vii) Smoking is prohibited within any interior Common Elements or Exclusive Common Areas

and within twenty (20) feet of any entrances, exits, and garage doors of the Condominium. Smoking is only allowed outside of the Building (provided it is at least twenty (20) feet away from any entrances and exits and within a Unit or on an exclusive use patio or deck area. Under no circumstances shall any cigarettes, cigars or other such products be tossed or disposed of from a window, patio, deck, or otherwise. Any smoking by a Unit Owner, its tenant, its guests or invitees in violation of this Section 9(g) shall entitle the Trustees to exercise any and all rights and remedies available to them under this Master Deed, the Declaration of Trust, or at law and in equity, including, without limitation, the right to assess fines against the Unit Owner and the right to bring legal proceedings to enjoin, abate or remedy said violation. As used in this Section 9(g), the term "smoking" and "smoke" includes, without limitation, the inhaling, exhaling, breathing, carrying or possession of any lighted cigarette, e-cigarette, cigar, pipe, other product containing any amount of tobacco or other similar heated or lit product.

- (viii) No Unit Owner shall make or permit any disturbing noises or disturbing odors in its Unit or do or permit anything which will interfere with the rights, comforts or convenience of others. The volume of any radio, television, musical instrument or other sound producing device in a Unit shall be sufficiently reduced at all times so as not to disturb other occupants. The Trustees may order any Unit Owner to cease and desist from engaging in any offending activities, and levy fines for failure to cease, and may seek legal or equitable judicial relief (including relief in the form of an injunction, as to which each Unit Owner agrees upon acceptance of the deed to its Unit that failure to abide by any Trustees cessation order will conclusively presume "irreparable harm" to the Condominium and to each of its Unit Owners).
- (ix) Unit Owners may keep in their Units, no more than two dogs and/or cats or any combination thereof not to exceed two pets per Unit, provided that any such pet is not kept, bred, or maintained for any commercial purposes, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Condominium property. Unit Owners shall not be allowed to keep any pet that would require an increase or surcharge on the master condo insurance policy. The Trustees, in their sole discretion, may require that any pet (including pet owned by Unit Owners at the time of purchase of their Units) causing or creating a nuisance or unreasonable disturbance or noise no longer be kept in the Condominium and shall give written notice to that effect to the Unit Owner of the Unit in which such pet is being kept. Any Unit Owner receiving such notice shall have seven (7) days to remedy said nuisance, and if not, the Trustees may cause such pet to be removed from the Condominium after seven (7) days. In no event shall any dog or other animal be permitted in any portion of the Common Elements, unless carried or on a leash. In the event that any pet shall deposit any animal waste on any Common Area, or any Common Area which is subject to any exclusive easement, the Owner of such pet shall immediately clean up such waste.
- (x) These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her Unit ownership.

(h) Amendment of Master Deed

(i) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of Units entitled to not less than one hundred percent (100%) of the undivided interests in the common areas and facilities, and (ii) signed and acknowledged in proper form for recording by not less than fifty-one percent (51%) (except in cases where a higher percentage is required by Section 32 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) signed and acknowledged in proper form for recording by all of the Trustees of the Condominium Trust; and (iv) duly recorded in the Middlesex South Registry of Deeds.

(ii) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South Registry of Deeds within six (6) months after such date.

(iii) The percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded.

(iv) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the Units so altered.

(v) No instrument of amendment that alters the rights of the Declarant, or the rights of the owners of any Unit with respect to certain rights of the other Unit Owners set forth herein or elsewhere, or the rights of the owners of easements for the exclusive use of parking or other exclusive use areas, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any Unit in the Condominium, or the owners of each Unit, or the owners of easements for the exclusive use area(s), respectively.

(vi) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

(vii) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 32 of the Bylaws of the Condominium Trust.

(viii) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of

the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(i) Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 11 Orchard Street Condominiums Trust under Declaration of Trust dated _____, to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust, and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The mailing address of said Trust is 11 Orchard Street, Medford, MA.

The name and address of the initial Trustee of said Trust and their term of office are as follows:

1766 Commonwealth Ave, LLC

191 Broadway

Somerville, MA 02145

Term: As set forth in Section III of the Declaration of Trust of 11 Orchard Street Condominiums Trust.

The Trustees have enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium

The Condominium hereby established shall be known as the "**11 Orchard Street Condominiums**"

(k) Encroachments

If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement

shall exist for such encroachment and for the maintenance of same for so long as the building stands.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owner of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owner of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

(m) All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of Units and any portion of Condominium Premises shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(n) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 32 of the Bylaws of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof.

(o) Severability

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in

such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(p) Waiver

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

(q) Captions

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

(r) Conflicts

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

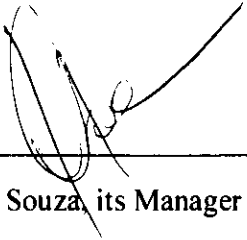
(s) Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the 11 Orchard Street Condominium shall be bound by the provisions of this Master Deed.

[SIGNATURE AND NOTARY ON NEXT PAGE]

EXECUTED as an instrument under seal this 21 day of June, 2023.

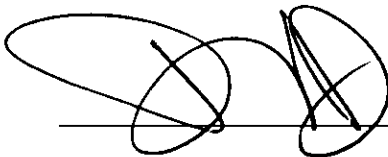
1766 Commonwealth Ave, LLC

By: 
Jose Aguir De Souza, its Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 21 day of June 2023, before me, the undersigned notary public, personally appeared Jose Aguir De Souza, its Manager of 1766 Commonwealth Ave LLC, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager of 1766 Commonwealth Ave LLC

 (official signature and seal of notary)

My Commission Expires: 3/17/28

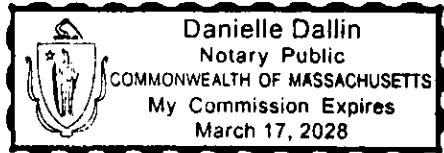


EXHIBIT A

Property Address: 11 Orchard Street, Medford, MA

A certain parcel of land with buildings thereon, situated on Orchard Street, Medford, in Middlesex County, Massachusetts and being shown as Lot 29 on a Plan Book 80 made by Gilbert Hodges, C.E. dated May 13, 1892, Plan 20. Said lot being further bounded and described as follows:

SOUTHWESTERLY by Orchard Street, forty-five (45) feet;
NORTHWESTERLY by lot 27 on said plan, ninety-eight and 72/100 (98.72) feet;
NORTHEASTERLY by lot 30 on said plan, forty-five (45) feet; and
SOUTHEASTERLY by lot 31 on said plan, ninety-eight and 72/100 (98.72) feet.

Containing according to said plan 4442.4 square feet of land more or less.

Be said contents or any or all of said measurements more or less however otherwise the said premises may be bounded, measured or described.

Being the same premises conveyed to the Grantor by deed recorded in the Middlesex South District Registry of Deeds at Book 80046, Page 127.

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of 11 Orchard Street Condominiums, Medford, Middlesex County, Massachusetts.

DESCRIPTION OF BUILDING

There is one building on the land, which is described on Exhibit A to this Master Deed.

The Building is a two (2) story wood frame structure, plus basement. The building is constructed principally of a concrete foundation, wood frame and wood siding. There are two (2) residential Units.

Exhibit C

Exhibit C is hereby incorporated by reference into and made a part of the Master Deed of The 11 Orchard Street Condominiums, 11 Orchard Street, Medford, Middlesex County, Massachusetts.

DESCRIPTION OF UNITS

The Unit designation of each Unit and statement of its location, approximate area, number of rooms, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

Key: BR=Bedroom; K=Kitchen; LR=Living/Dining Room; B=Bathroom; WD= Washer/Dryer; D= Deck/Porch; O= Office

Unit Designation	Approximate Square Feet*	Number & Room Designations	Proportionate Interest	Common Areas to Which Each Unit Has Access
Unit 1	1,475 sq. ft +/-	3BR, 2.5B, K, LR, WD, O, D	45%	First floor common porch and entry. Exterior walkway to entry for both units. Portions of the front/side yard.
Unit 2	2,007 sq. ft +/-	4BR, 3B, K, LR, WD, O, D	55%	First floor common porch and entry. Exterior walkway to entry for both units. Portions of the front/side yard

*Square footage approximations listed above are based on measurements obtained by the architect who prepared the floor plans filed herewith. The Declarant has not independently verified the square footage listed above, and the Declarant expressly disclaims any warranty as to the precision of the approximation given above.