

JOHN P. ALBANESE, TRUSTEE of ST. MORITZ VILLAGE REALTY TRUST, under a declaration of trust dated February 5, 1980 and recorded with the Norfolk Registry of Deeds in Book 5705, Page 139, having an usual place of business in Milton, County of Norfolk, Commonwealth of Massachusetts, (hereinafter called "Grantor"), having the entire ownership of the below described premises, by duly executing and recording this MASTER DEED, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, and to that end declares and provides the following:

1. NAME: The name of the Condominium shall be ST. MORITZ VILLAGE CONDOMINIUM II.

2. DESCRIPTION OF LAND: The premises which constitute the Condominium are situated in QUINCY, County of Norfolk, Commonwealth of Massachusetts and being shown as Lot B on a plan entitled "Plan of Land in Quincy, Massachusetts" dated November 19, 1968 by Ernest W. Branch, Inc., Civil Engineers, recorded with Norfolk Registry of Deeds as Plan No. 51 of 1969 in Book 4571, Page 362, to



and facilities, and immediately accessible common areas and facilities in Exhibit A attached hereto and on the floor plans recorded herewith. Such floor plans bear the certification of a Registered Land Surveyor certifying that such plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built. Each Unit shown on said floor plans as abutting a balcony shall have the co-exclusive use of said balcony together with the other Unit abutting said balcony. Each Unit of this Condominium shall have the exclusive use of a storage bin, located in the basement of the building, which storage bin shall be assigned by the Declarant at the time of delivery of the first deed to each Unit. The Common areas and facilities are described in paragraph 7 hereof and on the Plans recorded herewith and are herein called the Common Areas and Facilities.

5. BOUNDARIES OF THE UNITS: The floor, ceiling, wall and other boundaries enclosing each such unit are as follows:

- a. FLOORS: The upper surface of the concrete flooring or the upper surface of the wood subflooring, as the case may be;
- b. CEILINGS: The plane of the lower surface of the ceiling joists or the uppermost ceiling of

each particular unit.

c. INTERIOR BUILDING WALLS: The plane of the interior surface of the unfinished walls;

d. EXTERIOR BUILDING WALLS, including party walls, doors and windows; as to walls, the plane of the interior surface of the wall studs or brick exterior wall, as the case may be; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and the window frames.

6. AUTOMOBILE PARKING FACILITIES: Declarant and Grantor hereby reserves the right to designate and assign to each Unit and grant to the grantee of the first deed therefor as an appurtenance to such Unit, the exclusive right and easement forever to use certain parking spaces shown on the site plan recorded as plan # 216 of 1980.

All of the parking facilities and spaces shown on said plan and hereinabove mentioned are and shall continue to be common facilities of the Condominium for all purposes, privileges, obligations and liabilities applicable generally to all common facilities of the Condominium as herein provided, subject to the provisions of this Section. Such Designation may not be altered except in compliance with the provisions of this Master Deed.

7. COMMON AREAS: The Common Areas and facilities of the Condominium consist of:

a. the land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force;

b. the yards, parking spaces, walkways, stairways and other improvements on the Land and not within the Building, including, landscaping, railings, fencing, steps and lighting fixtures and other improved and unimproved areas on the land or in the Building not described as a part of a Unit, subject to the exclusive uses of the parking spaces, as hereinabove described; and the exclusive uses of balconies, as herein set forth;

c. the foundations, structural columns, bearing walls, party walls, girders, lintels, beams, plates, supports, braces, exterior walls and roofs of the Building and common walls with the Building;

d. the entrance lobbies and other entrances, the halls, corridors and stairways not described as a part of any Unit, and the mailboxes and fire escapes;

e. installations of central service equipment

providing power, light, gas, hot and cold water and heating, including all equipment attendant thereto, all conduits, junction boxes, chutes, ducts, plumbing, wiring, oil tanks, flues and other facilities for the furnishing of utility service or waste removal contained in the Building and all such facilities contained within any Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit), together with an easement for access thereto by the Trustees, their agent(s) for maintenance, repair and/or replacement.

The use by the owners of the Units (hereinafter "Unit Owner") of the Common Areas and Facilities shall be subject to:

- i. Terms and provisions of this instrument and the By-Laws of the Condominium Trust;
- ii. rules and regulations promulgated pursuant thereto with respect to the use thereof; and
- iii. the timely making of the payments required to be made in connection therewith.

8. ENCROACHMENTS: If any portion of the Common Areas and Facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or any portion of

the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of:

- a. settling of the Building;
- b. alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustee(s);
- c. as a result of the repair or restoration of the Building or a Unit after damage by fire or other casualty; or
- d. as a result of condemnation or eminent domain proceedings;

then a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

9. PURPOSE: The Building and the Units are intended to be used for residential purposes as more specifically set forth immediately hereinbelow. Grantor may, until all of said Units have been sold by Grantor, use any Unit(s) owned by Grantor as models or offices for the purpose of selling or leasing of Units.

10. RESTRICTIONS ON USE: The following are the restrictions on use of the Units in this Condominium:

- a. No Unit shall be used other than for

residential purposes and by no more than one (1) family or two (2) unrelated persons;

b. No pets may be maintained in any Unit of this Condominium without the prior express approval of the then Trustees of the Condominium Trust of even date herewith, and recorded immediately hereafter;

c. No Unit shall be used or maintained in such a manner that is contrary to or inconsistent with this Master Deed, the By-Laws of the Condominium Trust and the Regulations which may be adopted pursuant thereto or any law, rule, regulation or ordinance of any governmental authority having jurisdiction thereover;

d. The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, but subject to the provisions hereinabove set forth, no awning, 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 (except that security bars may be installed over the windows of any Unit with the prior approval of the Trustees); no change or addition to the landscaping may be made without the prior approval of the Trustees; 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 exterior Unit door frames shall be made, and no painting, except in a uniform color designated by the Trustees, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; all storm windows installed or replaced at any time shall be such as to have the prior approval of the Trustees, which such approval shall not be unreasonably withheld; PROVIDED HOWEVER, that the restrictions of this subparagraph shall not restrict the right of a Unit Owner to decorate their Unit as each may desire, without in any way giving the right to alter, remove or otherwise modify any structural component of such Unit.

11. AMENDMENTS: This Master Deed may be amended by an instrument in writing which is signed by at least seventy-five (75%) per cent of the Unit Owners (multiple owners of a single Unit being recognized as a single entity for the purposes of this minimum); signed and acknowledged by a majority of the Trustees then in office; and duly recorded with the Norfolk Registry of Deeds; PROVIDED HOWEVER:

a. 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 the same shall have been so recorded within six (6) 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 Unit Owner(s) of the Unit affected and so altered;

c. No instrument altering parking space designation or any other restricted use shall be of any effect unless the same is signed by the Unit Owner(s) thereby affected;

d. No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities 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;

e. No instrument or amendment affecting any Unit upon which there is a first mortgage of record which adversely affects the lien of said mortgage shall be of any force or effect unless the same has been assented to by the holder of said mortgage; and

f. 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 of the General Laws of Massachusetts shall be of any force or effect.

12. MANAGING ENTITY: The entity through which the Unit Owners will manage and regulate the Condominium established hereby is The ST. MORITZ VILLAGE CONDOMINIUM II TRUST (hereinafter called the "Trust"). A copy of the Declaration of Trust (including By-Laws) thereof is being recorded simultaneously herewith. Such Declaration of Trust establishes a trust for the benefit of all the Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to such Unit Owner's percentage of undivided interest in the Common Areas and Facilities. The names and addresses of the original and present trustees thereof are as follows:

John P. Albanese, 25 Bryant Avenue, Milton, Massachusetts;  
and J. Michael Albanese, 25 Bryant Avenue, Milton,  
Massachusetts

Such Trustees have enacted By-Laws, which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

13. RIGHT OF FIRST REFUSAL: The Trustees shall

have a right of first refusal with respect to all sales of the Units (except the initial sales thereof by the Grantor), and to that end no owner of any Unit shall sell or convey the same to any person, other than a spouse or child of such person, unless:

a. said owner(s) has received a bona fide offer to purchase the same;

b. said owner(s) has given the Trustees written notice stating the name and address of the offeror and the terms and conditions of said offer, and the encumbrances subject to which the Unit is to be conveyed, and containing an offer by said owner to sell said Unit to the Trustees on the same terms and conditions as said bona fide offer; and

c. the Trustees shall not within seven(7) days after the giving of such notice have given said owner written notice of the election of the Trustees to purchase said Unit in accordance with said offer.

In the event that the Trustees shall so elect to purchase, the deed shall be delivered and the consideration paid at the time and in the manner specified in the offer. In the event that the Trustees do not elect to purchase, then the owner shall be free thereafter to sell and convey said Unit to the offeror named in said owner's notice at a

price not lower than that specified therein; but the owner shall not sell or convey said Unit to any other person or at any lower price without again offering the same to the Trustees.

A certificate, executed and acknowledged by two or more Trustees, stating that the provisions of this Paragraph 13 have been met by a Unit Owner or have been duly waived by the Trustees and that the rights of the Trustees have hereunder terminated, shall be conclusive upon the Trustees and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has complied with these provisions or in respect to whom these provisions have been waived upon request.

The provisions of this section do not apply to mortgagees of any Unit or to sales or other proceedings for the foreclosure thereof.

For the purposes of this section, a lease or tenancy or occupancy agreement for a term of more than one (1) year (including any extension, or self-extension thereof) or any renewal of a lease for a term of a year or more shall be deemed to be a sale, and the Trustees shall have a right of first refusal with respect to any such lease, tenancy or occupancy, or renewal thereof, exercisable in the manner

aforesaid insofar as applicable.

For the purposes of this section, the Trustees representing the Unit to be sold shall not be entitled to vote to elect to exercise said right of first refusal, and shall not be required to execute the certificate described above.

The rights of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Unit(s) because of race, creed, color, sex or national origin. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

14. SUBJECT TO CHAPTER 183A: The Units, the Common Areas and facilities, the Unit Owners and the Trustees shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and, in all respects not specified in this Master Deed or in the Declaration of Trust (including the By-Laws) of the Condominium Trust, shall be governed by the provisions of said Chapter 183A.

EXECUTED AS A SEALED INSTRUMENT This 12<sup>th</sup> day of May, 1980.

*John P. Albanese*  
John P. Albanese, Trustee as  
Aforesaid, and not individually

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Accepted as to Trusts:

*John P. Albanese*  
John P. Albanese  
*J. Michael Albanese*  
J. Michael Albanese

COMMONWEALTH OF MASSACHUSETTS

MORFOLK SS

May 12<sup>th</sup>, 1980

Then personally appeared the above named John P. Albanese and acknowledged the foregoing instrument to be his free act and deed, before me,

*Kevin J. Sullivan*  
Kevin J. Sullivan  
Notary Public  
My Commission Expires: April 18, 1986

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-EXHIBIT A-

UNIT	LOCATION	APPROXIMATE SQ. FT. AREA	NO. & COMPOSITION OF ROOMS	% INTEREST IN CONDOMINIUM	IMMEDIATE COMMON AREAS TO WHICH UNIT HAS ACCESS
A-1	1st Floor Front	755.36	2 BR-K-LR-DA-B	2.885	1st Fl. Hall/Bdrm Exit
A-2	1st Floor Front	741.58	2 BR-K-LR-DA-B	2.832	1st Fl. Hall/Bdrm Exit
A-3	1st Floor Rear	752.58	2 BR-K-LR-DA-B	2.874	1st Fl. Hall/Bdrm Exit
A-4	1st Floor Rear	651.83	1 BR-K-LR-DA-B	2.490	1st Fl. Hall/Bdrm Exit
A-5	2nd Floor Front	755.97	2 BR-K-LR-DA-B	2.887	2nd Fl. Hall/Stairs/Bdrm Exit
A-6	2nd Floor Front	744.50	2 BR-K-LR-DA-B	2.844	2nd Fl. Hall/Stairs/Bdrm Exit
A-7	2nd Floor Rear	506.57	2 BR-K-LR-DA-B-F	3.081	2nd Fl. Hall/Stairs/Bdrm Exit
A-8	2nd Floor Rear	649.91	1 BR-K-LR-DA-B	2.482	2nd Fl. Hall/Stairs/Bdrm Exit
A-9	2nd Floor Rear	754.67	2 BR-K-LR-DA-B	2.882	3rd Fl. Hall/Stairs/Bdrm Exit
A-10	3rd Floor Front	743.81	2 BR-K-LR-DA-B	2.841	3rd Fl. Hall/Stairs/Bdrm Exit
A-11	3rd Floor Rear	805.99	2 BR-K-LR-DA-B-F	3.078	3rd Fl. Hall/Stairs/Bdrm Exit
A-12	3rd Floor Rear	651.08	1 BR-K-LR-DA-B	2.487	3rd Fl. Hall/Stairs/Bdrm Exit
B-1	1st Floor Front	652.97	1 BR-K-LR-DA-B	2.494	1st Fl. Hall/Bdrm Exit
B-2	1st Floor Front	672.23	1 BR-K-LR-DA-B	2.568	1st Fl. Hall/Bdrm Exit
B-3	1st Floor Rear	739.95	2 BR-K-LR-DA-B	2.826	1st Fl. Hall/Bdrm Exit
B-4	1st Floor Rear	752.22	2 BR-K-LR-DA-B	2.873	1st Fl. Hall/Bdrm Exit
B-5	2nd Floor Front	650.95	1 BR-K-LR-DA-B	2.486	2nd Fl. Hall/Stairs/Bdrm Exit
B-6	2nd Floor Front	678.63	1 BR-K-LR-DA-B	2.592	2nd Fl. Hall/Stairs/Bdrm Exit
B-7	2nd Floor Rear	740.72	2 BR-K-LR-DA-B	2.829	2nd Fl. Hall/Stairs/Bdrm Exit
B-8	2nd Floor Rear	805.70	2 BR-K-LR-DA-B-F	3.077	2nd Fl. Hall/Stairs/Bdrm Exit
B-9	3rd Floor Front	649.19	1 BR-K-LR-DA-B	2.480	3rd Fl. Hall/Stairs/Bdrm Exit
B-10	3rd Floor Front	668.34	1 BR-K-LR-DA-B	2.553	3rd Fl. Hall/Stairs/Bdrm Exit
B-11	3rd Floor Rear	742.17	2 BR-K-LR-DA-B	2.835	3rd Fl. Hall/Stairs/Bdrm Exit
B-12	3rd Floor Rear	807.82	2 BR-K-LR-DA-B-F	3.085	3rd Fl. Hall/Stairs/Bdrm Exit
C-1	1st Floor Front	744.07	2 BR-K-LR-DA-B	2.842	1st Fl. Hall/Bdrm Exit
C-2	1st Floor Front	754.49	2 BR-K-LR-DA-B	2.882	1st Fl. Hall/Bdrm Exit
C-3	1st Floor Rear	653.80	1 BR-K-LR-DA-B	2.497	1st Fl. Hall/Bdrm Exit
C-4	1st Floor Rear	751.97	2 BR-K-LR-DA-B	2.872	1st Fl. Hall/Bdrm Exit
C-5	2nd Floor Front	743.51	2 BR-K-LR-DA-B	2.840	2nd Fl. Hall/Stairs/Bdrm Exit
C-6	2nd Floor Front	752.41	2 BR-K-LR-DA-B	2.874	2nd Fl. Hall/Stairs/Bdrm Exit
C-7	2nd Floor Rear	651.93	1 BR-K-LR-DA-B	2.490	2nd Fl. Hall/Stairs/Bdrm Exit
C-8	2nd Floor Rear	803.39	2 BR-K-LR-DA-B-F	3.069	2nd Fl. Hall/Stairs/Bdrm Exit
C-9	3rd Floor Front	748.26	2 BR-K-LR-DA-B	2.858	3rd Fl. Hall/Stairs/Bdrm Exit
C-10	3rd Floor Front	751.89	2 BR-K-LR-DA-B	2.872	3rd Fl. Hall/Stairs/Bdrm Exit
C-11	3rd Floor Rear	647.52	1 BR-K-LR-DA-B	2.473	3rd Fl. Hall/Stairs/Bdrm Exit
C-12	3rd Floor Rear	803.79	2 BR-K-LR-DA-B-F	3.070	3rd Fl. Hall/Stairs/Bdrm Exit

LEGEND: BR=Bedroom A=Kitchen LR=Living Room DA=Dining Area B=Bathroom F=Foyer

Recorded May 16, 1980 at 9h. 37m. A. M.