

Suffolk County

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DETAILS REPORT

**Note: report is Sorted in Ascending Order by Recorded Date, Document Number

Doc#	Document Type	Town	Book/Page	File Date	Consideration
5069	MASTER DEED		55618/1	01/20/2016	

Street	Street Name	Description
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95	GREEN ST	JAMAICA PLAIN
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Grantors	Grantees	Street	Property Description
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ORLIKOV ALEX
B, KAMENKER
YELENA, GREEN
STREET
CONDOMINIUM
95

References

Book/Page	Description	Recorded year
53449/335	DEED	2014
55618/16	TRUST	2016

References Certificate



2016 0005069

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Recorded: 01/20/2016 03:03 PM

ATTEST: Thomas M Ryan, Temp Register

Suffolk County Registry of Deeds

MASTER DEED**OF****95 GREEN STREET CONDOMINIUM**

The undersigned Alex B. Orlikov and Yelena Kamenker, with an address of 542 Lowell Avenue, Newton, MA 02460 (hereinafter the "Declarant"), being the current owner of land in Boston, Suffolk County, Commonwealth of Massachusetts, described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Mass. General Laws Chapter 183A, 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 Massachusetts General Laws Chapter 183A (as may be amended, "Chapter 183A"), and to that end declare and provide the following:

1. Name. The name of the Condominium shall be:

95 GREEN STREET CONDOMINIUM

2. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the 95 Green Street Condominium Trust (hereinafter referred to as the Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided interest in the Common Areas and Facilities to which his Unit is entitled hereunder. The name and address of the original Trustee as of the date hereof of the Condominium Trust (hereinafter the "Condominium Trustees") is as follows:

Alex B. Orlikov, 542 Lowell Avenue, Newton, MA 02460

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

Each of the owners of record from time to time shall herein be called a "Unit Owner" or "Owner" and collectively, the "Unit Owners" or "Owners".

3. Description of the Land. The land (hereinafter the "Land") upon which the building and improvements are situated is generally known as 95 Green Street, Jamaica Plain (Boston,) MA 02130 and is described in Exhibit A attached hereto and made a part hereof.

③ Plan 2016 Page 31
Book _____

KERTZMAN & WEIL, LLP
40 Grove St., Ste. 280
Wellesley, MA 02482

4. Description of the Building. There is one building (hereinafter the "Building") on the Land containing two Units as hereinafter defined. The Building is of wood frame construction, with asphalt roofing, and a stone foundation. It consists of two and one half (2.5) stories above ground.

5. Designation of the Units and Their Boundaries.

- (a) The Condominium has two Units (hereinafter, each referred to as a "Unit", and collectively to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, percentage ownership interests, and other descriptive specifications of each Unit are set forth in Exhibit B attached hereto, and are shown on the site and floor plans recorded herewith.

The said floor plan shows the layout, locations, Unit numbers and dimensions of the Units as built, indicates that the Building itself has no name and bears the verified statement of a Registered Professional Engineer, all as required by the provisions of Section 8 of Chapter 183A.

- (b) It is the intention hereof to include within each Unit all of the floor and ceiling structure of such Unit's intermediate levels, the boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are to the outermost perimeter and footprint of each of the two Units, and is more particularly described as follows:

(i) Lowermost Floor: The plane of the upper surface of the floor joists within the footprint of each of the Units, respectively.

(ii) Uppermost Ceiling: The plane of the lower surface of the rafters to the perimeter of each of the Units which below is each of the Units vertically.

(iii) Exterior Walls : The plane of the interior surface of the wall studs facing the interior of each of the Units.

(iv) Doors and Windows: The exterior surfaces of all doors and windows and window sashes. All storm and screen windows, however, whether exterior or interior, shall be the property of the owner of the Unit to which same are attached or attachable and shall be installed, maintained, repaired or replaced at the sole cost and expense of such Unit Owner.

- (c) Each Unit excludes the foundation, structural columns, girders, beams, and supports not contained within the Unit boundaries as defined in paragraph 5(b) above, exterior building walls, roofs, exterior window and door frames, driveways, walks, exterior steps, if any, and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit but which serve the other Unit.

- (d) Each Unit includes the ownership of the structural columns, girders, beams, supports, plumbing, electrical and all utility installations contained therein which exclusively serve the Unit, including the heating and cooling apparatus situated in and exclusively serving the Unit, if any.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Unit served thereby, any utility lines and other common facilities, if any, which serve it, but which are located in such other Unit.

Each Unit shall have as appurtenant thereto the right to use the common areas and facilities, as described in paragraph 5 hereof, in common with the owner of other Units in the condominium, except for the limited common areas described in paragraph 8 hereof which are reserved for the exclusive use of the Unit to which such exclusive easement areas appertain.

Each Unit includes the ownership of the heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus which exclusively serves the individual Unit and the owner of each Unit shall have the exclusive right as appurtenant to the 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.

6. Common Areas and Facilities. Except for the elements constituting each of the Units, described in Paragraph 5 above, the entire premises, including, without limitation, the Land and all parts of the Building and improvements thereon, shall constitute the Common Area and Facilities of the Condominium. Those Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable;
- (b) The foundation, structural columns, girders, beams and supports, not contained within the boundaries of a Unit as defined in paragraphs 5(b) and 5(c) above;
- (c) The exterior building walls, exterior window and door frames, driveways, walks, garage, parking areas and exterior steps;
- (d) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit, serves the other Units, whether alone or in common with the other Unit.
- (e) In general any and all apparatus, equipment and installations existing for common use;

- (f) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 9 hereof, each Unit owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit owner.

7. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of both Units, which undivided interest is set forth in Exhibit B attached hereto.
8. Exclusive Rights and Easements. If a part of the Common Areas and Facilities contains any mechanical facilities or equipment serving only one Unit, such Unit shall have as an appurtenance thereto the exclusive right and easement to use such part of the common areas for the purposes of such facilities or equipment.
9. Limited Common Areas and Facilities.

The following portions of Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of each of the Units as hereinafter described:

- (a) The owner of Unit 1 shall have exclusive use of the porch at the rear of the Unit.
- (b) The owner of Unit 2 shall have the exclusive right and easement to use the porch at the rear of said Unit 2.
- (c) The owner of Unit 2 shall have the exclusive right and easement to use the roof deck. The owner of Unit 2 shall also be required to maintain and service the roof deck at his or her sole cost. In the event roof repairs are required and access to which requires removal of all or a portion of said roof deck, the owner of Unit 2 shall be solely responsible for the cost of such removal and subsequent rebuilding.
- (d) As shown on Site Plan attached hereto and filed herewith, there is a Garage and driveway at the side of the building that can accommodate two (2) motor vehicles. Unit 1 shall have the exclusive right and easement to use the left garage area and the space immediately outside the garage door for parking one additional car; and Unit 2 shall have the exclusive right and easement to use the right garage area and the space immediately outside the garage door for parking one additional car ("Parking Spaces"). More than one additional car can be parked in front of either side of the Garage as long as that does not impair ingress or egress on the other side of the Garage or snow removal.

A Parking Space may be sold or leased by the Unit Owner having the exclusive right and easement to same, but only to another unit owner at 95 Green Street Condominium. Under no circumstances shall a Parking Space be sold or leased to any person not a record owner or lessee of a Unit.

The Owners of the Parking Spaces shall be responsible for removal of snow and ice from their motor vehicles and the area surrounding same and shall be jointly responsible for clearing driveway ice and snow to gain access and egress to and from said Parking Spaces. Further, they shall be equally responsible to maintain the surface of the parking area and the areas over which they access the Parking Spaces.

The exterior portion of the parking spaces, meaning the visible area in front of each side of the Garage, shall be used only by registered automobiles.

The Declarant or his invitees may park a motor vehicle in one of the Parking Spaces until that Parking Space is sold to a Unit Owner.

- (e) Each Unit shall have the exclusive right and easement to use a designated storage area in the basement. The exclusive use areas in the basement for Unit 1 and Unit 2 are as shown on plans filed with the Master Deed.

Unit Owners shall be responsible for the maintenance, replacement and repair of their Unit, all utility components exclusively servicing their Unit, and of the Limited Common Area(s) appurtenant to their Unit, if any, and/or as set forth above. The Board of Trustees' written approval must be obtained prior to any replacement or repair of Limited Common Areas by Unit Owners. If any Limited Common Area is not maintained, repaired or replaced to the satisfaction of the other Unit Owner, then the Trustees may elect to cause such repairs to be undertaken and for the Owner of the Unit to which such Limited Common Area is appurtenant, to be assessed for the cost of same. Notwithstanding the above, the Condominium Association shall be responsible for any and all maintenance repairs and replacements of Limited Common Areas which are necessary as a result of any casualty that is insured against.

10. Purpose and Restriction of Use. The purposes for which the Building and the Units are intended to be used are as follows:

- (a) Each Unit shall be used only for residential dwelling purposes and occupancy thereof shall be subject to any applicable ordinances of the City of Boston.
- (b) The architectural integrity of the Building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, 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 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 in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

- (c) Any of the Unit Owners may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Inspectional Services Department of the City of Boston and filed with the Condominium Trustees.
- (d) All leases or rental agreements for Units shall be in writing, and of a minimum duration of at least one (1) year.
- (e) The Units and common facilities shall not be used in any manner that is noxious or offensive or unlawful or which constitutes a nuisance.
- (f) Each Unit shall be entitled to keep on the premises no more than two domestic animals, limited to cats or dogs no larger than medium size. Notwithstanding, breeds commonly recognized as potentially dangerous, e.g., Doberman, pit bull, etc., shall not be allowed, and excessive noise or soiling of the premises by any pet shall be cause for its removal.

Said restrictions shall be for the benefit of each of the Unit Owners and shall be enforceable by each Unit Owner. 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 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 ownership of a Unit.

- 11. Reserved Rights. Upon at least twenty-four hours advance notice to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, either other Unit Owner, shall have the right of access to the said Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas in order to inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.
- 12. Ingress and Egress. The rights of ingress and egress from any Unit shall be perpetual and appurtenant to such Unit and shall not ever be subject to any limitation or restriction whatsoever, except as may otherwise be set forth herein.
- 13. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroach 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 (a) settling of the Building, or (b) alteration or repair to the

Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

14. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A, if any. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed and the Condominium Trust, By-Laws and Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of both Units, and (b) duly recorded with Suffolk County Registry of Deeds, provided, that:
 - (a) No instrument of amendment which alters the dimensions of any Unit or 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 assented to by the mortgagees of record of the Units affected; and
 - (b) No amendment to this Master Deed shall be of any force and effect which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A.
 - (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; and
 - (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 consented to in writing by the holder of such mortgage.

16. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the following provisions shall apply

for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its 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 First Mortgagee through the procedures described in sub- paragraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such 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 by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
- (d) The Unit Owners and the Condominium Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to both of the Units have given their prior written consent thereto:
 - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (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 Areas and Facilities; or
 - (iii) partition or subdivide either Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with

the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.7 (E) of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

- (e) Consistent with the provision of Chapter 183A all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee 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.
- (g) Upon written request to Condominium Trustees, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the "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 any 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 Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgagee held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer of Guarantor, which 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 Trustees;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 17.
- (h) 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 Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (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 Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interest in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
 - (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that 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 sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must 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 a two (2) months' estimated common area charge for each Unit and 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 services deemed necessary or desirable by the Condominium Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
 - (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, any exceed a term of one (1) year, and any such agreement shall provide for termination by either party

without cause and without payment of a termination fee on at least thirty (30) days or less written notice.

- (k) The Condominium Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgagee, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulation of the Condominium. No Unit may be leased or rented for a term of less than six (6) months, and the Trustees may require a lease term to be up to (12) months.

All tenants must be approved by the other Unit owner prior to occupancy which approval is not to be unreasonably withheld or delayed.

- (m) Except for amendment 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 both Units and the approval of Eligible Mortgage Holders holding mortgages on each Unit, shall be required to terminate the legal status of the Condominium; and
 - (ii) The consent of Owners of both Units and the approval of Eligible Mortgage Holders holding mortgages on each Unit, 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:

Voting;

Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units, if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any Unit;

The interest in Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into Units;

Leasing of a Unit;

Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

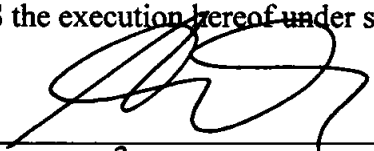
Any provisions which are for the express benefit of mortgage holders Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees or the Condominium Trust a negative response within thirty (30) days of written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Suffolk County Registry of Deeds, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

17. Severability. The invalidity of enforceability 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 other provisions of this Master Deeds shall continue in full force and effect as if such invalid provision had never had been included herein.
18. 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.
19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.
20. Chapter 183A of the General Laws of the Commonwealth of Massachusetts to Control. The Master Deed is set forth to comply with the requirements of FHLMC, FNMA and

Chapter 183A and said Chapter shall control as to all matters contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A, of FHLMC or of FNMN the provisions of said Chapter shall control.

WITNESS the execution hereof under seal this 19th day of January, 2016.



Alex B. Orlikov

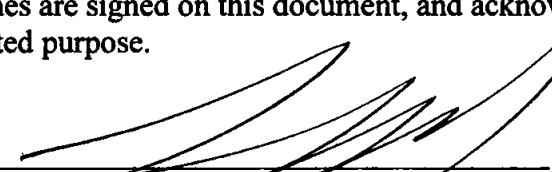


Yelena Kamenker

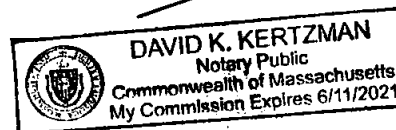
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 19th day of January, 2016, then personally appeared the above named Alex B. Orlikov and Yelena Kamenker, proved through satisfactory evidence of identification, which was drivers' licenses, to be the persons whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public:



CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 500.00 has been paid with respect to the 2 units of the condominium described in this master deed. / lots in the consolidation contained on this consolidation plan. / lots of the subdivision contained in this subdivision plan.



Collector-Treasurer

Exhibit A

The land with the buildings thereon in that part of Boston, formerly West Roxbury, Suffolk County, Commonwealth of Massachusetts, being bounded and described as follows:

Northeasterly by Green Street, fifty (50) feet;

Northwesterly by land of William O. Lincoln, ninety (90) feet;

Southwesterly by land now or formerly of George H. Williams, fifty (50) feet; and

Southeasterly by land now or late of Theckle Muche, ninety (90) feet;

Containing 4,500 square feet of land, more or less.

For reference to title, see deed recorded with Suffolk Deeds in Book 53449, Page 335.

Exhibit B

DESCRIPTION OF UNITS

Unit 1

Percentage Interest: 47%

Location: First Floor

Area in Square feet: 1,164.3

Composition of Rooms: KFB, P, 2 BR, 2 BA

Immediate Common Area to Which Unit Has Access: Front entrance, rear entrance

Unit 2

Percentage Interest: 53%

Location: Second Floor and Finished Attic

Area in Square Feet: 1,644 square feet

Composition of Rooms: KFB, P, 3 BR, 2 BA

Immediate Common Area to Which Unit Has Access: Front entrance, rear entrance.

KFB Kitchen, Family Room, Breakfast area

P Pantry

BR Bedroom

BA Bathroom

Each Unit has laundry in the Unit.