Suffolk County | Current datetime: 7/6/2026 2:21:01 PM

DETAILS REPORT

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

Doc#	Document Type	Town	Book/Page	File Date	Consideration
5070	TRUST		55618/16	01/20/2016	

Street	Street Name	Description
95	GREEN ST	JAMAICA PLAIN

Grantors	Grantees	Street	Property Description
ORLIKOV ALEX B, GREEN STREET CONDOMINIUM TRUST 95			

References

Book/Page	Description	Recorded year
64081/151	CERT. OF CONDO EXPENSES	2020
66382/37	CERT. OF CONDO EXPENSES	2021
55618/1	MASTER DEED	2016
55656/102	CERT. OF CONDO EXPENSES	2016
55656/122	ACCEPTANCE	2016
55710/248	CERT. OF CONDO EXPENSES	2016

References Certificate

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95 GREEN STREET CONDOMINIUM TRUST

This Declaration of Trust made this 19th day of January, 2016, by Alex B. Orlikov, hereinafter called the ""Trustee" or Trustees," which term shall include his successors and assigns as Trustees hereunder and any Trustee or Trustees for the time being hereunder howsoever appointed.

ARTICLE I

Name of Trust

The trust hereby created shall be known as 95 GREEN STREET CONDOMINIUM TRUST (hereinafter the "Trust").

ARTICLE II

The Trust and Its Purpose

Section 2.1. General. All of the rights in and to the common areas and facilities (the "Common Areas and Facilities") of the 95 Green Street Condominium (the "Condominium") established by a Master Deed (the "Master Deed"), of even date herewith in accordance with the provisions of 183A, as amended, of the Massachusetts General Laws (as may be amended "Chapter 183A"), exercisable by the organization of unit owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to or held by the Trustees hereunder shall vest in the Trustees, in trust, to exercise, manage, administer and dispose of the same (a) for the benefit of the owners of record from time to time (each, a "Unit Owner" or "Owner", and collectively, the "Unit Owners" or "Owners") of the units (the "Units") of the Condominium according to the allocation of undivided beneficial interest in the Common Areas and Facilities set forth in Article IV hereof, and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

Section 2.2 Trust, Not Partnership Created. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are beneficiaries and not partners or associates between themselves with respect to the trust property.

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Suffolk County Registry of Deeds

ARTICLE III

The Trustees

Section 3.1 Number and Qualification. There shall at all times be a Board of Trustees consisting of either one (1) Trustee if the same Owner owns both and two (2) Trustees if there are two Unit Owners. In the event that the Board shall consist of two Trustees, each Unit Owner

95 Green Street, Jamaica Plain

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

in the Condominium shall be entitled to appoint one Trustee. Each Trustee, other than the Declarant, shall be either a Unit Owner or a member of his family.

Section 3.2 Manner of Appointment. The Declarant of the Condominium, Alex B. Orlikov, is the initial Trustee. Upon recording of a deed for any Unit, and unless specifically advised to the Trustees in writing to the contrary, the first named individual on each and every Unit Deed shall automatically become the Trustee for that particular Unit. If advised to the contrary to the Trustees in writing as above set forth, the person advised to be the Trustee for that particular Unit, shall be the Trustee. Other than the initial Declarant, all Trustees must reside in the Building.

Section 3.3 Resignation and Removal. Any Trustee may resign by written notice to the Owners of the other Units. Concurrently, the Owner of such Unit shall provide the name of the successor Trustee for said Unit.

Section 3.4 Automatic Removal Upon Sale of Unit. The Trustee appointed by a Unit Owner or automatically designated as such per the provisions of Section 3.2 above shall be automatically removed from office upon the conveyance by such Unit Owner of title to his or her Unit to another party, and such new Unit Owner shall automatically become a Trustee, or shall promptly appoint a new Trustee for his or her Unit, in the manner provided in Section 3.2 above.

Section 3.5 Failure to Appoint a Trustee. If a Unit Owner shall fails to appoint a successor Trustee to replace one who has resigned, died or otherwise is unable to serve, or if a Unit Owner refuses to be a Trustee, there shall be only one Trustee, unless and until the Unit Owner of the Unit for which he is appointed removes him and appoints a successor Trustee pursuant to Section 3.3 hereof. Notwithstanding the foregoing, if the first Unit Owner listed on the Deed is unable to serve for any reason outlined above, the other named Unit Owner on the Deed shall be deemed to be the Successor Trustee without Appointment and Acceptance required.

Section 3.6 Determination of Trustees. No instrument appointing or removing a Trustee and no resignation of a Trustee need be recorded with the Suffolk County Registry of Deeds or any other public office to be effective. Any person dealing with the Trustees may conclusively rely upon a certificate, signed by persons who state under oath that they are the owners of the Units in the Condominium, as to who are the then Trustees, and any such certificate may be recorded with the Suffolk County Registry of Deeds and other appropriate public offices. No person relying upon such a certificate need make independent inquiry as to which are the owners of record of the Units in the Condominium, but instead shall be entitled to rely upon the sworn statement of the persons signing the certificate.

Section 3.7 Action by the Trustees. All decisions made and action, or decision to refuse to take affirmative action, by the Trustees must be made by unanimous consent, provided that in the event of a dispute, and/or in the event there is only one Trustee per the provisions of section 3.5 above, any Trustee and/or Unit Owner may refer the matter to binding arbitrationin accordance with the provisions of Article VII hereof. No action may be taken only by one Trustee, with the exception that: (a) if pursuant to Section 3.1 hereof the Board is to consist of only one Trustee, such Trustee may exercise all of the powers and authority granted to the Trustees under this Trust; or (b) any one Trustee or Unit Owner may refer disputed issues to binding settlement in accordance with said Article VII. If any provision herein permits or allows any decisions or action to be taken other than by unanimous consent, any such provisions shall be deemed to require unanimous consent.

Section 3.8 Bond Not Required. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder.

Section 3.9 Compensation. No Trustee shall be entitled to be compensated for his services as such, although the Trustees may by agreement reimburse a Trustee for expenses incurred by him in connection with his duties hereunder.

Section 3.10 Limitation of Liability. No Trustee shall, under any circumstances or in any event, be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable or accountable by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

Section 3.11 Dealing with Trust Not Prohibited. No Trustee or Unit Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one or more Unit Owners, nor shall any Trustee or Unit Owner so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 3.12 Indemnity. The Trustees and each of them shall be entitled to be indemnified for defense costs and liability, out of the trust property against any liability incurred by them or any of them in good faith in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Noting in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument; the Trustees are empowered to obtain on behalf of the Trust suitable insurance against any such liabilities ant to pay the premiums therefor as a common expense of the Condominium. Nothing herein shall prevent the Trustees from seeking recourse against a Unit Owner, who might also be a Trustee, if such action was not undertaken in that Unit Owner's capacity as Trustee.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 The Beneficiaries. The beneficiaries shall be the Unit Owners of the Condominium. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the following percentages:

Unit	Percentage of Beneficial Interest
Unit 1	47%
Unit 2	53%

Section 4.2 Exercise of Beneficial Interest. The beneficial interest appertaining to each Unit shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of the Units is owned of record by more than the person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt of written designation notice by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice for designating, the other Unit Owner may designate any one such owner for such purposes. To the extent the Beneficiaries and/or Unit Owners are entitled to vote on any matter, any such vote to take action or refrain from taking action shall be by unanimous vote, including any Amendments to this Trust. All provisions hereafter and herein shall be read consistent with this Section.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By- Laws (the "By-Laws") of this trust and the organization of Unit Owners established hereby.

Section 5.1. Powers of Trustees. The Trustees shall have the power necessary for the administration of the affairs of the Condominium and may in their discretion do all such acts and things in connection therewith, except as otherwise required by law, by the Master Deed, or those powers which may not be delegated to the Trustees. The powers of the Trustees shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and management of the Common Areas and Facilities of the Condominium or any part thereof;

(b) Conducting litigation as to any matter involving the Common Areas and Facilities;

(c) Determination and budgeting of the common expenses required for the affairs of the Condominium;

(d) Collection of the common expenses from the Unit Owners;

(e) Employment and dismissal of any personnel necessary for the operation, care, upkeep and management of the Common Areas and Facilities, including without limitation the employment of a manager or managing agent;

(f) Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor;

(g) Obtaining of insurance pursuant to the provisions of these By-Laws;

(h) Making of repairs, additions and improvements to or alterations of the Common Areas and Facilities; and making repairs to and restoration of the Condominium property, in accordance with other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(i) Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;

(j) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and pay and compensation; provided, however, no Trustee shall be held personally liable for the act or default of any such person, and

(k) Adopting administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities.

Section 5.2 Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the Limited Common Areas (as defined in the Master Deed) appurtenant thereto.

Section 5.3 Maintenance and Repair of Common Areas and Facilities and Assessment of Common Expenses Thereof. Subject to the provisions of Section 5.4 hereof with respect to the Limited Common Areas and Facilities, the Trustees shall be responsible for arranging for the proper maintenance and repair of the Common Areas and Facilities. The Trustees may approve payment of vouchers for such work; and the expenses of such maintenance and repair shall be assessed to the Unit Owners as common expenses as provided in Section 5.5 hereof. Provided, however, if maintenance or repair work in a given instance is necessitated by the negligence or misuse of a Unit Owner, the expense associated with such maintenance or repair work shall be assessed to such Unit Owner alone.

Section 5.4 Maintenance, Repair and Improvement of Limited Common Areas.

A. Each Unit Owner shall be responsible, at his own expense, for maintaining and repairing any Limited Common Area appurtenant to his Unit, so as to keep them in good order and condition at all times. In the event a Unit Owner fails to perform such maintenance work or make such repairs to his Limited Common Area within thirty (30) days after receipt of written notice of the need for the same is given to him by the other Unit Owner, or immediately upon written notice from the other Unit Owner in case of emergency, the other Unit Owner(s) may enter and perform such maintenance work or make such repairs, the expense of which shall be paid by said Unit Owner. Any expense to be paid by the Owner pursuant to this Section shall be payable to the other Unit Owner on demand. If the expense is not paid then that amount shall be added to the monthly Common Area expense of that Unit and shall constitute a lien against that Unit until paid.

B. Notwithstanding the foregoing provisions of this Section to the contrary, if repair or restoration of a Unit's Limited Common Area is made necessary by damage or destruction from fire or other casualty which is insured against, or taking under the powers of eminent domain, the provisions of Section 5.7 hereof shall control and the repair and restoration work shall be performed in accordance with the terms thereof.

Section 5.5 Common Expenses, Profits and Funds.

A. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV hereof.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of beneficial interest in the Common Areas and Facilities, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. If an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the previous year's assessment. If a Unit Owner shall determine at any time during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Unit Owner likely to be incurred, that Unit Owner may make one or more supplemental assessments and render statements to the Unit Owners for such assessments in the same manner as is done for annual assessments. The Trustees shall, insofar as is feasible, provide for payments of statements in monthly, substantially equal installments. The amount of each statement, together with interest in that amount, if not paid when due, at the rate of eighteen percent (18%) per annum, shall constitute a lien on the Unit of the Unit Owner assessed as provided in Chapter 183A.

C. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit subsequent to the time he transfers record title to his Unit. Each new Unit Owner, by taking title to his Unit, shall thereby assume and become personally liable for the payment of all unpaid common expenses assessed against each Unit prior to its acquisition by him unless the appropriate Certificate is recorded pursuant to the provisions of Gen Laws c. 183A, sec. 6 (D) indicating no amounts are owed, except that any purchaser at a foreclosure sale of the first mortgage or transferee by deed in lieu of such foreclosure, or any purchaser from the first mortgagee of a Unit should the first mortgagee purchase at the said foreclosure sale or acquire title by such a deed in lieu or foreclosure, shall not, except as otherwise provided by Chapter 183A, be liable for the payment of assessments unpaid and due as of the time of his acquisition, but he shall be liable for assessments becoming due thereafter.

D. In the event of default by any Unit Owner in paying to the Trustees the common expenses charged against his Unit, such Unit Owner shall be obligated to pay all expenses, including attorney's fees incurred in any proceeding brought to collect such unpaid common expenses.

E. The Trustees shall expend common funds only for such purposes as are permitted hereby and by the provisions of Chapter 183A.

Section 5.6. Certificate with Respect to Unpaid Common Expenses. No Unit Owner shall convey, mortgage, sell or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common expenses theretofore assessed by the Trustees against his Unit together with the interest due thereon and any costs of collection associated therewith. Within five (5) business days after receiving the appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor or a Unit mortgagee, the Trustees shall supply a certificate in recordable form stating the amount of any unpaid common expenses (including interest due thereon and costs of collection associated therewith) attributable to the Unit. Upon recording of such a certificate, the amount of an unpaid assessment stated therein shall be conclusively established as of such date in favor of all persons who rely thereon. Each certificate may be recorded at the Suffolk County Registry of Deeds and other appropriate public offices.

Section 5.7. Rebuilding, Restoration and Condemnation.

A. In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or other casualty (unless the loss to the Common Areas and Facilities exceeds ten percent of the value of the Condominium prior to the casualty and both of the Unit Owners do not agree to proceed with the repair or restoration as described in paragraph E of this Section) or in the event of damage to or destruction of any Unit as a result of fire or other casualty whether or not the Common Areas and Facilities have been damaged or destroyed (unless said paragraph E of this Section is applicable), the Trustees shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.

B. Each of the Unit Owners may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss-obtained proceeds of insurance.

C. In the event that the total cost of repair or restoration so estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall allocate the available proceeds between (1) Common Areas and Facilities and (2) Units or (Unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge each Unit Owner, as a common expense, the amount estimated to repair or restore the Common Areas and Facilities in excess of the insurance proceeds available therefor and shall assess, levy or charge the Owner(s) of a Unit in which a loss has occurred for the amount estimated to repair or restore said Unit of Units in excess of the insurance proceeds available therefor.

D. If there shall have been repair or restoration pursuant to the foregoing provisions of this Section 5.7 and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

E. If a loss to the Common Areas and Facilities due to a casualty exceeds ten percent (10%) of the value of the Condominium immediately prior to such loss and if within one hundred twenty (120) days after the date of such loss, the Owners of all three Units do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to his Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of the first mortgage on such Unit, if any, up to, but not in excess of, the amounts remaining due thereon, and thereafter to the Unit Owner, and the Condominium shall be subject to partition and the net proceeds of a partition sale together with common funds of the trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holders of the first mortgages on Units, if any, to the extent of the amounts remaining due thereon, and thereafter to the Unit Owners.

F. In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Paragraphs A through E of this Section 5.7 shall apply as if the taking were a casualty loss, with the proceeds of the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and

Facilities and/or particular Units, such allocations shall be used in allocating the proceeds pursuant to the provisions of said Paragraphs A through E.

Section 5.8. Improvements to Common Areas and Facilities. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities, they shall obtain the written consent of both Unit Owners to such proposed improvement prior to commencing any work with respect thereto, and the cost of such improvement shall be assessed as a common expense. However, an improvement may be made and the costs thereof assessed to only one Unit Owner if both Unit Owners assent to the proposed improvement in writing, with one Unit then agreeing in writing to pay all the costs associated with such improvement.

Section 5.9. Insurance.

A. The Trustees shall obtain and maintain, to the extent obtainable, a master policy of so-called "All In" insurance providing fire and extended coverage insurance insuring the Condominium, including, without limitation, the Common Areas and Facilities, the interior of the Units, with all fixtures, additions, alterations, floors, ceilings and improvements thereof, but not including any furniture, furnishings, household and personal items belonging to and owned by individual Unit Owners, in an amount at least equal to the full replacement value thereof (as determined by the Trustees not less frequently than on the renewal date of the policy), without deduction for depreciation. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their insurance agent. Such insurance shall name the Trustees as Insurance Trustees for the benefit of all Unit Owners and their mortgagees, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws.

B. Policies for such casualty insurance shall provide: (i) that the insurance company waive any right of subrogation against the Trustees and their agents and employees and the Unit Owners and their respective employees, agents, tenants, and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants of a Unit or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively); (iii) that such policies may not be cancelled or substantially modified without at least (20) days' prior written notice to all Unit Owners and mortgages of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units; and (v) if available, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

C. The Trustees shall also obtain and maintain, to the extent obtainable: (i) public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than a single limit of $1,000,000.00 for injury or death to one person and for injury or death to more than one person in the same accident and a limit of 1,000,000.00 for damage to property, covering the Trustees and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities (including the Exclusive Easement Area), such insurance to provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder; and (ii) such other insurance as the Trustees may from time to time deem to be desirable or appropriate, including, without limitation, fiduciary liability insurance and workmen's compensation insurance.

D. The Unit Owners shall carry insurance for their own benefit insuring their carpeting or other floor covering, wall coverings, furniture, furnishings and other property located within their respective Units, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

E. Each Unit Owner shall have the duty to report immediately to the Trustees any improvements made to his Unit in excess of Two Thousand ($2,000.00) Dollars, so that the Trustees may increase as necessary the amount of insurance coverage required by these By-Laws, and the Unit Owner making the improvement shall pay the cost of the additional insurance coverage, if any, resulting therefrom.

Section 5.10. Meetings.

A. **Unit Owners.** There shall be an annual meeting of Unit Owners of the first Monday of October at 7:30 p.m. at the Condominium. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by either Trustee and shall be called by a Trustee upon the written request of the Owner of either Unit. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the person calling the meeting to the Owner of the other Unit at least seven (7) days prior to the date so designated. At the annual meeting, the Unit Owners shall review the finances of the Condominium.

B. **Trustees.** The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect such officers as they deem expedient. Other meetings may be called by any Trustee, provided that notice of each such other meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to the other Trustee. All action taken by the Trustees must be by unanimous consent.

Section 5.11. Notice to Unit Owners. Every notice to a Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees or Unit Owners, as the case may be, to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices.

Section 5.12. Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees and of the organization of Unit Owners shall be open to inspection by any one or more of the Trustees, the Unit Owners and any first mortgagee at all reasonable times. The

Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient for them, submit to the Unit Owners a report of the operations of the Trustees for such year, which report shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of three (3) months after the date of its receipt by him shall be deemed to have assented thereto.

Section 5.13. Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust must be signed by all Trustees, unless all Trustees by written instrument delegate such authority to one of their number.

Section 5.14. Fiscal Year. The fiscal year of the Trust shall be the year ending December 31.

Section 5.15. Rules and Regulations. The Trustees shall have the right at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities. Such rules and regulations and any changes therein shall become effective upon copies thereof being given to the Unit Owners and recorded in Suffolk County Registry of Deeds.

Section 5.16. No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity of the Building (as defined in the Master Deed) or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the other Unit Owner, which approval shall not unreasonably be withheld.

ARTICLE VI

Rights and Obligations of Third Parties Dealing with the Trustees

Section 6.1. No purchaser, mortgagee, lender or other person dealing with the Trustees, as certified to them by the Unit Owners in accordance with Section 3.6 hereof, shall be bound to ascertain or inquire further as to the identity of said Trustees or of any changes therein. The receipts of the Trustees, or any one or more of them, for money or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose of regularity of any of the acts of the Trustees purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation or appointment of any Trustee.

Section 6.2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitably proceeding, or by virtue of any suit or otherwise; and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them for the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

Section 6.3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

ARTICLE VII

Resolution of Disputes; Duty of Good Faith and Fair Dealing

Any Unit Owner aggrieved by any decision or action of the Trust and/or the other Unit Owner in the administration of the Condominium may, or any Trustee, if the Trustees shall disagree on any matter subject to Trustee vote or otherwise, within thirty (30) days of the decision or action of the Trust and/or the other Unit Owner, appeal to a single arbitrator who shall be appointed by the Unit Owners or the Trustees at the annual meeting, and if not appointed, when the dispute arises . The decision of the single arbitrator shall be final and conclusive on all persons. The decision of the arbitrator shall be rendered as soon as possible and the arbitrator shall have discretion to employ reasonable procedures that are not unduly burdensome or expensive in light of the nature of and amount in dispute, to ensure an expedient, inexpensive, yet just resolution to each matter. Prior to submitting the matter to arbitration, the parties shall meet in person in good faith, and if not practical, discuss the matter by telephone, in an attempt to resolve the matter. Prior to mediation, the aggrieved party, shall notify the other party(ies) of the nature of the dispute in reasonable detail, so that the party(ies) notified shall have fair notice of the nature of the dispute, and an opportunity to be heard on the matter prior to arbitration. At all times, the parties hereunder shall have a duty of good faith and fair dealing to each other. All disputes shall remain confidential, except for the purposes of legal, tax advice, or otherwise by order of a court, or arbitrator. If necessary to avoid immediate physical harm, or damage to the property, any party may attempt to seek a preliminary injunction or other injunctive relief in a Court of competent jurisdiction pending the scheduling of the arbitration.

ARTICLE VIII

Amendment and Termination

Section 8.1. Amendment. This Trust and the By-Laws herein contained may be amended, altered or repealed only by an instrument in writing signed by all persons who under oath affirm themselves to be the owners of both Units and then recorded with the Suffolk County Registry of Deeds. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Section 8.2. Termination. The Trust hereby created shall terminate only upon the first to occur of the following: (a) the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in said Chapter 183A, and (b) by agreement of the Owners of all Units as provided in Section 8.1 hereof, provided that such termination shall be assented to in writing by the holders of the first mortgages of record with respect to both Units.

Section 8.3. Distribution upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. All valuations made by the Trustees shall be conclusive. In making any sale under this provision, the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE IX

Construction, Interpretation and Waiver

In the construction hereof, whether or not so expressed words used in the singular or in the plural respectively include both the plural and the singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Trust. No restriction, condition, obligation or provision contained in this Trust 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 thereof which may occur.

ARTICLE X

Assignment by Unit Owner of Rights and Options

The right of a Unit Owner to vote, to grant or withhold any consent or approval, and to exercise any other right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of any mortgagee under a mortgage covering that Owner's Unit, and the Trustees and all other persons shall be bound by any such assignment or transfer of which they have actual written notice.

IN WITNESS WHEREOF, said S Alex B. Orlikov, as Trustee, has hereunto set his hand and seal on the day and year first above written.

Alex B. Orlikov

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 19th day of January, 2016, then personally appeared the above named Alex B. Orlikov, proved through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

DAVID K. KERTZMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires 6/11/2021

95 Green Street Condominium Trust

<u>RULES AND REGULATIONS</u>

95 Green Street Condominium, (the "Condominium") in Jamaica Plain (Boston), Suffolk County, Massachusetts, has been created with the object of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the 95 Green Street Condominium Trust (the "Condominium Trustees" or "Trustees"), which Trust is recorded with Suffolk Deeds herewith, shall be responsible for the administration, operation, and maintenance of the rules and regulations set forth below.

In order for the Unit Owners to better understand the Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust are used herein with the same meanings as used in said documents, except that, whenever these Rules and Regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey, and comply with, the term "Unit Owner" as defined in the Master Deed, and in addition, when the concept permits, shall include all family members, guests and invitees thereof, and employees, and any occupants of Units in the Condominium.

The Rules and Regulations may not please everyone as it is impossible to satisfy each and every individual. The Trustees, however, feel that the Rules and Regulations will not only satisfy the occupants of the Condominium, but will enhance the experience of all persons living in the Condominium.

1. <u>No Obstruction of Common Areas.</u> Unit Owners shall not cause, nor shall they suffer obstruction of Common Areas and Facilities, except as the Trustees may in specific instances expressly permit. Further, nothing shall be left on the floor outside the unit doors.

2. <u>Abuse of Mechanical System.</u> The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service system of the Condominium caused by such Unit Owner or the Unit Owner's Tenant by misuse of those systems.

3. <u>No Offensive Activity.</u> No noxious or offensive activity shall be carried on in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licenses, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.

4. Storage. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Area, except by unanimous vote of the Trustees. As approved by the trustees, appropriate hallway furnishings may be kept in the common hallways adjacent to a Unit's door on all floors except the basement floor.

5. Parking. With respect to the exclusive easement for Units 1 and 2, parking of automobiles is intended for registered operational vehicles only. No storage of vehicles shall be permitted.

6. Each Unit Owner shall keep his Unit and any Common Elements, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. The plumbing apparatus shall not be used for any purposes other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage to plumbing systems of the Building resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.

7. Supplies, goods and packages of every kind are to be delivered in such manner as the Trustee or their agent may prescribe, and the Trustees shall not be responsible for the loss or damage of any such property which may be left in the in the common areas.

8. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential or vehicular use. Per insurance requirements and city code, propane, gas or charcoal barbecue materials may not be used or stored anywhere on the premises.

9. All personal property of the Unit Owners in the Unit, or Common Elements the exclusive use of which is provided to the Unit, or elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owner, and neither the Trustees nor their agents shall bear any responsibility therefore.

10. Each Unit Owner assumes responsibility for his own safety, actions and conduct, and that of his family, guests, agents, servants, employees, invitees, licensees, lessees, and household pets.

11. Trash and rubbish shall be disposed of in the manner prescribed by the Trustees. Each Unit Owner shall arrange for the proper removal and disposal of any large items of trash or rubbish, which are not collected in the normal course of trash removal. It is agreed that the sum of $25.00 per month shall be payable, in addition to the monthly condominium fee, by any Unit Owner whose Unit is rented to and occupied by a tenant to compensate for trash removal.

12. Any Unit Owner who makes repairs or renovations to the interior of his unit that require a building permit from the city of Boston shall notify the Trustees prior to the commencement of such repairs or renovations and shall contact the Inspectional Services Department of the City of Boston to determine if a building permit is required. No work shall be undertaken until such permit is obtained, with a copy thereof delivered to the Trustees, and all work shall be performed in compliance therewith by a properly licensed and insured contractor.

13. Household pets are permitted in the Units, not to exceed two per Unit. The Unit Owners shall insure that no pet shall cause a nuisance or disturbance and in the event a Trustee shall reasonably determine that a pet is causing nuisance of disturbance and the other Unit owner does not agree with same and refuses to remove the pet from the premises, then the matter may be submitted to binding arbitration before a single arbitrator, whose determination shall be final and conclusive.

14. Any Unit Owner who leases his or her Unit shall promptly provide a copy of the lease agreement to the Trustees. Each lease agreement shall provide that the tenant's failure to comply with the provisions of the Master Deed, Declaration of Trust, or Rules and Regulations of the Condominium shall constitute a breach of the lease agreement. If the Unit Owner fails to enforce compliance, the Unit Owner agrees that the Trustees shall have the right to terminate the tenancy and take whatever action necessary to evict the Tenant at the Unit Owner's expense. Unit Owners shall also provide a copy of the aforesaid documents to his or her tenants, and shall be responsible for the payment of any fines or fees assessed by the Condominium Trustees for violations committed by his or tenants, and for costs incurred in the enforcement of compliance with said Condominium Documents. Each new tenant shall sign a document acknowledging adherence with the Condominium's Rules and Regulations, consenting to sharing tenant information with the Trustees.

    No Unit may be leased for a period of less than one year. Not more than one lease for occupancy of a Unit shall be executed or granted in any 12-month period, regardless of early termination by any Lessee. The Trustees may in their sole discretion, acting by a unanimous vote of the Trustees, waive this restriction. The restriction shall not apply in cases such as a tenant's unexpected job loss, job transfer, death or extreme illness that forces the tenant to vacate, or a tenant purchasing another unit in the building.

    House guests, who are not technically tenants, shall not reside at the Unit (without the Unit Owner) for more than one month.

    It is agreed that a Unit Owner who rents his or her Unit shall be solely responsible for any damage or destruction to the Common Areas and Facilities of the Condominium caused by or attributable to acts or omissions by that Unit's tenant or the tenant's servants, agents, visitors or licensees, and shall promptly reimburse the Trust for any expenditures, emergency or otherwise, made by the Trust to repair any such damage. Except, however, in the event such damage total is $5,000 or more and is submitted to and is covered by the Condominium's insurance, the Unit Owner shall be responsible for payment of the deductible.

The Trustees may, at their discretion, elect to undertake background checks of prospective tenants, the cost of which shall be paid by the Unit Owner. Notwithstanding the foregoing, no provision in any lease agreement shall be unlawful and each Unit Owner leasing its Unit shall ensure same.

15. Any payment of common area fees not received by the Trustees within thirty (30) days of the due date shall carry a late charge of $25.00 for each month such payment remains outstanding. In addition, all fees incurred by the Trustees in the collection of unpaid common area fees, including court costs and attorney fees, shall be assessed to the Unit Owner and shall constitute a lien on the Unit until paid.

16. The Trustees may levy a fine in the amount of $25.00 against any Unit Owner who violates, or whose tenants, servants, employees, agents, visitors or licensees violate, any provision of the Master Deed, Declaration of Trust and By-Laws, or these Rules and Regulations. Each day such a violation continues after written notice from the Trustees shall constitute a separate violation. In addition, any fees (including, but not limited to, attorney's fees and court costs) incurred by the Trustees in enforcing the provisions of such documents shall be assessed to the offending Unit Owners.

17. All fines, costs, expenses and late fees which are assessed against any Unit Owner pursuant to the Condominium Trust and these Rules and Regulations shall be collected by the Trustees in the same manner as common area fees, and in unpaid common area fees.

18. Any consent or approval given by the Trustees under the Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.

19. These Rules and Regulations may be amended from time to time by the Trustees.

These rules and regulations were adopted by the Trustee below as of the 19th day of January, 2016.

Alex B. Orlikov
Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 19th day of January, 2016, before me, the undersigned Notary Public, personally appeared Alex B. Orlikov, Trustee, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

____
Notary Public
My commission expires:

DAVID K. KERTZMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires 6/11/2021