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MASTER DEED

OF

72-74 APPLETON STREET CONDOMINIUM

Pioneer Corporation, a Massachusetts corporation with its usual place of business in Boston, Suffolk County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and proposes to create, and does hereby create with respect to said premises, a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. NAME OF THE CONDOMINIUM AND THE ASSOCIATION THROUGH WHICH IT SHALL BE MANAGED.

The name of the condominium shall be 72-74 Appleton Street Condominium. A trust through which the Unit Owners will manage and regulate the condominium has been established under the name of 72-74 Appleton Street Condominium Trust under a Declaration of Trust to be recorded herewith. The beneficiaries of said Trust shall be the Unit Owners in the 72-74 Appleton Street Condominium in proportion to their percentage interest in the common elements of the condominium as set forth in Exhibit A to this Master Deed. The names and addresses of the original trustees are as follows:

John A. Coppola of 8 Wait Street, Boston, MA

Nora C. Morse of 185 Freeman Street, Brookline, MA

2. DESCRIPTION OF LAND.

A certain parcel of land with the buildings thereon situated and being numbered 72 and 74 Appleton Street in Boston, Suffolk County, Massachusetts, shown as Lot A on a plan entitled "Plan of Premises in Boston," by W. A. Mason & Son Co., dated October 26, 1923, and recorded with Suffolk Deeds in Book 4526, Page 163, and bounded and described as follows:

NORTHWESTERLY	by said Appleton Street, thirty-four and 80/100 (34.80) feet;
SOUTHWESTERLY	by said Clarendon Street, sixty-four (64) feet;
SOUTHEASTERLY	by the middle line of a passageway ten feet in width thirty-four and 80/100 (34.80) feet;
NORTHEASTERLY	by Lot B on said plan, sixty-four (64) feet

Containing 2227 and 20/100ths square feet according to said plan.

Together with and subject to rights, easements, restrictions, and agreements of record so far as in force and applicable.

For title of grantor see Suffolk Registry of Deeds, Book 9189, Page 141.

3. DESCRIPTION OF BUILDINGS.

There are two buildings located on the land at 72 and 74 Appleton Street, Boston, Massachusetts. The buildings are four-story structures each with a full basement and are constructed principally of brick with wooden floor joists. They have a flat tar and gravel roof.

The Buildings will be known as 72-74 Appleton Street Condominium and are numbered 72 and 74 Appleton Street, Boston, Massachusetts. The condominium will contain five residential condominium units. The units are located as shown on the floor plans of the condominium hereinafter described.

4. DESIGNATION OF UNITS AND THEIR BOUNDARIES.

The Condominium Units (hereinafter referred to as "The Units") and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, and the percentage interest of each Unit in the common elements (the "Beneficial Interests") are as set forth in Exhibit A attached hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors, and windows thereof are as follows:

- (a) Floors - The upper surface of the sub-flooring
- (b) Ceilings - The plane of the lower surface of the ceiling joists of the ceiling constituting the upper-most level of the Unit or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Interior Building Walls - The plane of the surface facing each Unit of the wall studs
- (d) Exterior Building Walls - The plane of the interior surface of the bricks and masonry forming such walls.
- (e) Doors and Windows - As to doors, the plane of the exterior surface; as to windows, the plane of the exterior surface of the glass and of the window frames, including any storm windows and screens which may form a part of the window unit. It is intended that window glass, frames, and other portions of the window units and unit access doors shall form a part of the unit to which they relate.

Notwithstanding the foregoing, all lighting fixtures, vent fans, electrical switches and other electrical appliances set into the walls and ceilings of a Unit and all other parts of the electrical, heating, air-conditioning and other utility systems including without limitation hot and cold water, telephone, cable television, if any, and sewerage systems which serve a Unit exclusively shall form a part of that Unit whether or not within its boundaries as otherwise described.

5. COMMON AREAS AND FACILITIES.

The common areas and facilities of the Condominium consist of:

- (a) The land described in paragraph two above
- (b) The foundations, structural columns, girders, beams, supports, exterior walls, roofs, and entrances and exists of the Buildings and common walls within the Buildings
- (c) The entrance lobby, halls, and corridors not located wholly within a Unit and the mail boxes, closets, fire extinguishers, and other facilities therein, stairways not located wholly within a Unit, and fire escapes
- (d) Installations of services such as power, lights, gas, hot and cold water, heating, air-conditioning, and waste disposal including all equipment attendant thereto but excluding equipment contained wholly within and serving exclusively a single Unit
- (e) All conduits, chutes, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Buildings contributing to the structure or support thereof and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such

facilities are contained together with an easement of access thereto for maintenance, repair, and replacement as aforesaid.

(f) All other items listed as such in Section One of Chapter 183A of the General Laws of Massachusetts.

The Common Elements shall be subject to the provisions of the 72-74 Appleton Street Condominium Trust and the rules and regulations promulgated pursuant thereto.

6. LIMITED COMMON AREAS.

Limited common areas and facilities mean and include those common areas and facilities designated in this Master Deed as reserved for the use of a certain unit or units to the exclusion of other units.

(a) Unit Number 1 will be conveyed with an easement which is hereby restricted to the exclusive use and enjoyment of Unit No. 1 of the condominium for use as a patio over that area shown as "Garden" on the floor plans of the condominium recorded herewith.

(b) Unit Number 2 will be conveyed with an easement which is hereby restricted to the exclusive use and enjoyment of Unit No. 2 of the condominium for use as a patio over that area shown as "Garden" on the floor plans of the condominium recorded herewith.

(c) Unit Number 3 will be conveyed with an easement which is hereby restricted to the exclusive use and enjoyment of Unit No. 3 of the condominium for use as a balcony over that area shown as "Balcony" on the floor plans of the condominium recorded herewith.

(d) Unit Number 4 will be conveyed with an easement which is hereby restricted to the exclusive use and enjoyment of Unit No. 4 of the condominium for use as a roof deck over that area shown as "Deck" on the floor plans of the condominium recorded herewith.

(e) Unit Number 5 will be conveyed with an easement which is hereby restricted to the exclusive use and enjoyment of Unit No. 5 of the condominium for use as a roof deck over that area shown as "Deck" on the floor plans of the condominium recorded herewith.

All normal maintenance to the limited common areas shall be the responsibility of the owner of the unit to which an easement for the exclusive use of such limited common area appertains.

7. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS; TRUSTEES RIGHT OF ACCESS.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the

other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in such Unit and serving other Units. The Trustees and their authorized agents and employees shall have a right of access (at reasonable times and upon reasonable notice except in emergencies) to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

8. FLOOR PLANS.

The floor plans of each Building showing the lay-out, location, unit numbers and dimensions of units stating the name of the Building and bearing the verified statement of a registered engineer certifying that the plans fully and accurately depict the same is in 2 sheets attached hereto and entitled "72-74 Appleton Street Condominium".

9. ENCROACHMENTS.

In the event that any portion of the common elements encroaches upon any unit or if any unit encroaches upon any other unit or upon any portion of the common elements as a result of (1) the construction of the Building, or (2) any alteration, additions, repair, or replacements, or (3) any settling or shifting of the Buildings, an easement shall exist for such encroachment.

10. RESTRICTIONS ON USE OF UNITS.

Unless otherwise permitted by instrument in writing, duly executed by the condominium trustees:

- (a) The condominium units shall be used solely for residential purposes by no more than one (1) family or two (2) unrelated persons;

(b) No use, activity, or process shall be carried on within a unit or within the common areas and facilities which, by noise, smell, vibration, or otherwise unreasonably annoys the occupants of other units or interferes with or hinders the proper use of other units or of the common areas and facilities;

(c) Condominium units may be leased or rented in their entirety for any purpose hereinabove permitted, but no room or portion of a unit less than the entire unit shall be leased or rented separately.

11. COMPLIANCE.

This Master Deed is set forth to comply with the requirements of Chapter 183A. The invalidity of any provisions herein shall not be deemed to impair or affect in any manner the validity or enforceability or affect the remainder of this Master Deed and in the event that any provisions shall be found to be invalid, all of the other provisions of this Master Deed shall continue in full force and effect.

12. DEFINITIONS.

All terms and expressions herein which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context requires otherwise.

13. CAPTIONS.

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

14. AMENDMENT OF MASTER DEED.

This Master Deed may be amended by an instrument in writing

(a) Signed by owners of units entitled to 75% or more of the undivided

interest in the common areas and facilities;

(b) Signed and acknowledged by a majority of the trustees of the Condominium Trust;

(c) Duly recorded with Suffolk County Registry of Deeds, PROVIDED HOWEVER, that

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

(2) 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;

(3) No instrument of amendment affecting any unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage

(4) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

IN WITNESS WHEREOF, Pioneer Corporation has caused this Master Deed to be executed and sealed this 18th day of September, 1980.

PIONEER CORPORATION

By:

John A. Coppola
John A. Coppola, President & Treasurer

9543 172

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 18, 1980

Then personally appeared the above-named John A. Coppola,
President and Treasurer, and acknowledged the foregoing instrument
to be the free act and deed of Pioneer Corporation, before me,

Robert A. Hochberg
Robert A. Hochberg, Notary Public
My commission expires: 4-30-82

EXHIBIT A

72-74 APPLETON STREET CONDOMINIUM

Address	Unit No.	Location	Approx. Area	Percentage Interest	Number of Rooms	Access to Common Areas
72 Appleton St. Boston, MA	1	1st fl. & Basement	1,210 sf	18.70%	6½(2br., 1½ bath, kit., lr., dr.)	72 Appleton St. Entry & Garden
74 Appleton St. Boston, MA	2	1st fl. & Basement	1,085 sf	19.60%	6½(2br., 1½ Bath, kit., lr., dr. area)	74 Appleton St. Main Hall & Garden
74 Appleton St. Boston, MA	3	2nd fl. at 72 & 1,130 sf 74 Appleton St.		19.60%	7(2br., 2 bath, kit., lr., dr.)	74 Appleton St. Main Hall & balcony
74 Appleton St. Boston, MA	4	3rd fl., 4th fl. & portion of roof at 74 Appleton St.	1,315 sf	21.35%	6½(2br., 1½ bath, kit., lr., dr.)	74 Appleton St. Main Hall & roof
74 Appleton St. Boston, MA	5	3rd fl., 4th fl. & portion of roof at 72 Appleton St.	1,235 sf	20.75%	6½(2br., 1½ bath, kit., lr., dr.)	74 Appleton St. Main Hall & Roof

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9543 174

DECLARATION OF TRUST

72-74 APPLETON STREET CONDOMINIUM

DECLARATION OF TRUST made this 18th day of September 1980, by John A. Coppola of 8 Wait Street, Boston, Massachusetts; and Nora C. Morse of 185 Freeman Street, Brookline, Massachusetts (hereinafter called the Trustees, which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or trustees for the time being hereunder whenever the context so permits).

ARTICLE I

Name of Trust

The Trust hereby created shall be known as 72-74 Appleton Street Condominium Trust and under that name, so far as legal, convenient, and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II

The Trust and its Purpose

Section 2.1. All of the rights and powers in and with respect to the common areas and facilities of the 72-74 Appleton Street Condominium, established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of the Unit Owners

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of said Condominium and all property, real and personal, tangible and intangible, conveyed to or held by the Trustees hereunder, shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust, to exercise, manage, administer, and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time the units of the Condominium (hereinafter called the Unit Owners) according to the schedule of undivided beneficial interest in the common areas and facilities (hereinafter called the Beneficial Interest) set forth in Article IV hereof and in accordance with the provisions of said Chapter 183A, this Trust being the organization of Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth.

Section 2.2. It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property and hold no relation to the Trustees other than of beneficiaries with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

ARTICLE III

The Trustees

Section 3.1. There shall at all times be trustees consisting of such number not less than two (2) nor more than five (5) as shall be determined from time to time by vote of the unit owners entitled to not less than 51% of the beneficial interest hereunder. The initial Trustees named

herein shall serve for a term of six (6) months beginning with the date hereof or until all of the units of the Condominium shall be sold, whichever shall first occur. No Trustee shall be required to give bond, security, or surety in any form. If and whenever the number of such Trustees shall become less than two, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by instrument in writing setting forth:

(a) The appointment of a natural person to act as such Trustee signed (1) by Unit Owners holding not less than 51% of the Beneficial Interests hereunder; or (2) if Unit Owners entitled to such percentage have not within 30 days after the occurrence of such vacancy made such appointment, then the remaining Trustees shall make such appointment, and

(b) The acceptance of such appointment signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with Suffolk County Registry of Deeds of a certificate of such appointment signed by the majority of the then remaining Trustees or Trustee, if any there be still in office or by Unit Owners holding at least 51% of such Beneficial Interests if there be no such Trustees, together with such acceptance and such person shall then be and become such Trustee and shall be vested with the title to the Trust property jointly with the remaining or surviving Trustees or Trustee without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than 60 days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any

Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the courts may direct that notice be given.

Section 3.3. Any Trustee may resign at any time by instrument in writing signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said registry of deeds. After reasonable notice and opportunity to be heard before the Trustees, a Trustee may be removed from office with or without cause by an instrument in writing signed by Unit Owners entitled to not less than 51% of the Beneficial Interest, such instrument to take effect upon the recording thereof with Suffolk Registry of Deeds.

Section 3.4. No Trustee named or appointment as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder provided, however, that Unit Owners holding not less than 51% of the Beneficial Interest may at any time require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified by said Unit Owners. All expenses incident to any such bond shall be charged as a common expense to the Condominium.

Section 3.5. With the approval of Unit Owners holding more than 51% of the Beneficial Interest, the Trustees may receive reasonable remuneration for their services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered

by a Trustee in connection with the Trusts hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. Notwithstanding the foregoing, the initial Trustees shall not be compensated under any circumstances.

Section 3.6. No Trustee named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered, or omitted in good faith or be so liable or accountable for more money or other property than he or she actually receives or for allowing one or more of the other Trustees to have possession of the Trust books or property or be so liable, accountable, or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his or her own personal and willful malfeasance and defaults.

Section 3.7. No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust, or other organization connected with such contracting or dealing or because of any other reason) as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into with respect to this Trust in which any Trustee shall be in any way interested be voided nor shall any

Trustee 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 provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract, or arrangement is entered into.

Section 3.8. The Trustees and each of them shall be entitled to indemnity, both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limiting the generality of the foregoing, liabilities in contract and in torts and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in section 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1. The beneficiaries shall be the Unit Owners of the 72-74 Appleton Street Condominium. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the percentages

9543 180

of undivided Beneficial Interest appertaining to the Units of the
Condominium as follows:

<u>Unit</u>	<u>Percentage of Undivided Interest</u>
1	18.70%
2	19.60%
3	19.60%
4	21.35%
5	20.75%
Total	100.00%

Section 4.2. The Beneficial Interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such unit. To that end, whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall:

(a) Determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit thereunder; and

(b) Notify the Trustees of such designation by a notice in writing signed by all the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice or designation the Trustees may designate any one such Owner for such purposes.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 5.1. Powers of the Trustees.

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control, management and disposition of the Trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners and without, by the following enumeration, limiting the generality of the foregoing, or of any item in the enumeration with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

- (a) to open bank accounts and to designate the signatories therefor;
- (b) to sell, assign, convey, transfer, exchange and otherwise deal with or dispose of, the trust property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them, and to execute and deliver any deed or other instrument in connection with the foregoing;
- (c) to borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times;

even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(d) to enter into any arrangement for the purchase, sale, use or occupation of trust property, or any part or parts thereof, including without thereby limiting the generality of the foregoing, lease, sub-leases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this trust;

(e) to incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purpose of the trust;

(f) to determine whether receipt by them constitutes principal or income or surplus and to allocate between principal and income and to designate as capital or surplus any of the funds of the trust;

(g) to maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

(h) to employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may not be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the trust property, or any part or parts

thereof, or for conducting the business of the trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairman, a Treasurer, a Secretary and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust, or any part or parts thereof;

(i) generally, in all matters not herein otherwise specified, to control, do each and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes of the trust or incidental to the powers herein or in said Chapter 183A, to manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2. Maintenance and Repair of Units and "Exclusive Easement" areas. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and for the proper maintenance and repair of the areas to which there are easements for the exclusive use and enjoyment by the respective Unit Owner. If the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit or "exclusive easement" area is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishings, facility, or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair, or replacement or to correct the hazardous condition and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit or "exclusive easement" area is in need of work and to enter upon and have access to such Unit for that purpose and the reasonably necessary cost of such work shall constitute a lien upon the Unit and the Unit Owner thereof shall be personally liable therefor.

Section 5.3. Maintenance, Repair, and Replacement of Common Areas and Facilities and Assessment of Common Expenses Thereof. The Trustees shall be responsible for arranging for the proper maintenance, repair, and replacement of the common areas and facilities of the Condominium other than the "exclusive easement" areas as provided in

Section 5.2. Any two Trustees or any others, including a managing agent, who may be so designated by the Trustees may approve payment of vouchers for such work and the expenses of such maintenance, repair, and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

Section 5.4. Common Expenses, Profits, and Funds.

(a) The Unit Owners shall be liable for common expenses and be entitled to common profits of the Condominium in proportion to their respective Beneficial Interest as determined in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. Common expenses shall include an adequate reserve fund for maintenance, repair, and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, the Trustees may to such extent as they deem advisable set aside common funds of the Condominium reserve fund for reduction of indebtedness or other lawful capital purpose. The funds shall not be deemed to be common profits available for distribution.

(b) At least 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 assessments 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 and such statements shall, unless otherwise provided therein, be due and payable within 30 days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid and such statements shall be payable and take effect as aforesaid. The Trustees may, in their discretion, provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon if not paid when due, at a rate equal to one percent per month on the unpaid balance from the time such payment was due, and all costs and expenses including reasonable attorney's fees, paid or incurred in any proceeding brought to collect such unpaid common expenses, shall constitute a lien upon the Unit of the Unit Owner assessed pursuant to the provisions of Section 6 of Chapter 183A.

(c) Notwithstanding the foregoing, any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for a unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(d) The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A.

Section 5.5. Rebuilding and Restoration, Improvements.



(a) In the event of any casualty loss to the trust property the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (1) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (2) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement, the provisions of paragraph (b) of said Section 17.

(b) If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent or more of the beneficial interest in this trust to make any such improvement, the Trustees shall submit to all Unit Owners (1) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to



make the same, and (2) a copy of the provisions of Section 18 of said Chapter 183A. Upon (1) the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent or more of the beneficial interest or (2) the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever of said (1) and (2) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five percent, the Trustees may proceed to make the improvement or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if Unit Owners holding more than fifty percent but less than seventy-five percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

(c) Notwithstanding anything in the preceding paragraphs (a) and (b) contained, (1) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees, one by the

dissenting Unit Owner or Owners and a third shall be designated by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (2) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

Section 5.6. Rules, Regulations, Restrictions, and Requirements.

The Trustees may at any time and from time to time adopt, amend, and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the maintenance of the Units and the use of the common areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

Section 5.7. Insurance. The Trustees shall obtain and maintain to the extent obtainable and permitted by applicable law, a multi-peril type insurance policy, including fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use, insuring the Condominium, including all of the units with all fixtures, and improvements thereof, but not including any furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners, in an amount not less than one hundred percent (100%) of the insurable value thereof

(based upon replacement cost) as determined by the Trustees at least annually, such insurance to name the Trustees of the 72-74 Appleton Street Condominium Trust as Insurance Trustees for use and benefit of all Unit Owners, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws.

Such policy shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Condominium is located, which shall be endorsed to provide that any proceeds shall be paid to the Trustees of the 72-74 Appleton Street Condominium Trust for the use and benefit of mortgagees as their interests may appear.

Such policy shall provide (to the extent such clauses are obtainable):

(a) that such policy may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds including each unit mortgagee;

(b) that the coverage thereof shall be terminated by non-payment of premiums without thirty (30) days notice to all of the insureds including each unit mortgagee;

(c) that the insurer waive any right of subrogation against the Trust, the Trustees, their agents and employees, Unit Owners, tenants and guests;

(d) that the insured shall not be prejudice by any act or neglect of any Unit Owners or occupant or any other person or firm when such neglect is not within the control of the Trustees;

(e) that the insurer shall not be entitled to contribution as against any insurance obtained by individual Unit Owners covering their own Units;

(f) that certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to the owners of each unit.

Each Unit Owner shall have the duty to promptly report to the Trustees any improvements made by the Unit Owner to his Unit so that the Trustees may obtain necessary additional insurance coverage as required by these By-Laws, and the Unit Owner shall pay the cost of the additional insurance, if any, resulting from said improvements. With respect to losses which affect portions or elements covered by such insurance of a Unit or of more than one Unit, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

The Trustees shall obtain and maintain, to the extent obtainable and permitted by applicable law, a comprehensive policy of public liability insurance in such limits as the Trustees may, from time to time determine, but at least in the amount of \$500,000.00 per occurrence for personal injury and/or property damage covering the Trust, the Trustees, the managing agent, or manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of those portions of the Condominium not reserved for exclusive use by the Owner or Owners of a single Unit, such insurance to provide for cross claims by the co-insureds. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a

Unit Owner because of negligent acts of the Trustees or other Unit Owners. The scope of coverage shall include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

The Trustees shall also obtain and maintain, to the extent obtainable and permitted by applicable law, workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager, and such other risks as the Trustees in their discretion deem it appropriate to insure.

All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to noncancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and noncontribution.

The cost of all insurance obtained and maintained by the Trustees pursuant to provisions of this Section shall be a common expense.

Section 5.8. Mortgages. Notwithstanding anything to the contrary contained herein:

(a) Notice to Trustees. A Unit Owner who mortgages his Unit, shall notify the Trustees of the name and address of his mortgagee; the Trustees shall maintain such information in a separate book.

(b) Notice of Unpaid Common Charges or Other Default. The Trustees, whenever so requested by the first mortgagee of a Unit,

shall promptly provide to such mortgagee a written notification of any then unpaid common charges due from, or any other default by the owner of the mortgaged Unit if any such default is not cured within sixty (60) days of notice of same to the Unit Owner.

(c) Unless at least sixty-six and two-thirds percent (66 2/3%) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of Units have given their prior written approval, said 72-74 Appleton Street Condominium Trust shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;
- (2) change the pro rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Unit in the common areas and facilities;
- (3) partition or subdivide any Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer (except by lease) the common areas and facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed a transfer within the meaning of this subparagraph (4); or
- (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or the common areas and

facilities) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or common areas and facilities.

(d) All taxes, assessments and charges which may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not to the Condominium as a whole.

(e) No Unit Owner, or any other party, shall have a priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common areas and facilities.

Section 5.9. Meetings.

(a) The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, Secretary, and any other officers they deem expedient. Other meetings may be called by any Trustee in such other manner as the Trustees may establish provided, however, that written notice of each meeting stating the place, day, and hour thereof shall be given at least five days before such meeting to each Trustee. A majority of the number of Trustees then in office shall constitute a quorum at all meetings and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Trustees consent to the action in writing and the written consents are filed

with the records of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

(b) There shall be an annual meeting of the Unit Owners on the first Monday of Nov. in each year at 8:00 o'clock P.M. at such reasonable place and time (not more than 20 days before or after said date) as may be designated by the Trustees given by written notice to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a past annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than 25% of the Beneficial Interest hereunder. Written notice of any such meeting designating the place, day, and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever, at any meeting, the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

Section 5.10. Notice to Unit Owners. Every notice to any 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 created hereby 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 to such Unit Owner at his address as it appears on the records of the Trustees if other than at his Unit in the 72-74 Appleton Street Condominium or by delivering or mailing the same to such Unit if such Unit appears as the Unit Owner's address or, if no address appears, in any case at least seven (7) days prior to the date fixed for the happening of the matter, thing, or event, of which such notice is given.

Section 5.11. Inspection of Books, Reports to Unit Owners.

Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year or more often if convenient to them, submit to the Unit Owners as report of the operations of the Trustees for such year which 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 registered mail within a period of one (1) month of the day of the receipt by him shall be deemed to have assented thereto.

Section 5.12. 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 may be signed by any two Trustees or by any person or persons to whom

such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 5.13. Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may, from time to time, be determined by the Trustees.

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 they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected by any notice, implied or actual, otherwise than by a certificate thereof and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees or any one or more of them for monies 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 or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained or as to the regularity of the resignation or appointment of the new Trustee or resignation of an old Trustee purporting to be executed by the Trustees, Unit Owners, or other person herein required to execute the same and recorded certificates of the foregoing shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, or appointment or the occasion thereof.

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 or any of them against the Trustees individually or against any such agent or employee or against any beneficiary, either directly or indirectly by legal or equitable 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 such 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 from 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 the Unit Owners under the provisions of Section 3.8, Article III hereof, or under provisions of said 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.

Section 6.4. This Declaration of Trust and any amendment hereto and any certificate herein required to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof and all persons dealing in any matter whatsoever with the Trustees, the Trust property, or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust or change of Trustee or Trustees when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of

Deeds, shall be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth in favor of all third persons including the Trustees acting in reliance thereon.

ARTICLE VII

Amendments and Termination

Section 7.1. The Trustees with the consent in writing of Unit Owners entitled to not less than 75% of the Beneficial Interest hereunder and their mortgagees of record may, at any time and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition, or change in any manner altering, modifying, or affecting the Beneficial Interest of any Unit Owner or any interest in realty appurtenant to any Unit shall be valid or effective unless consented to in writing by all of the Unit Owners and also that no such amendment, alteration, addition, or change which would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be valid or effective. Any amendment, alteration, addition, or change pursuant to the foregoing provisions of this paragraph shall become effective upon recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two (2) Trustees, if

there be at least two (2) then in office, setting forth in full the amendment, alteration, addition or change. Such instrument so executed and recorded shall be conclusive evidence of the existence of all facts and the compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not upon all questions as to title or effect affecting the rights of third parties and for all other purposes.

Section 7.2. The Trust hereby created shall terminate only upon the removal of the 72-74 Appleton Street Condominium from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 7.3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust property or any part or parts thereof and after paying or retiring all known liabilities and obligations of the Trustees shall divide the proceeds thereof among and distribute in kind at valuations made by them which shall be conclusive all other property then held by them in Trust hereunder to the Unit Owners according to their respective percentages of Beneficial Interest. 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 re-sell without being answerable for loss

and for said purposes to do all things including the execution and delivery of instruments as may, by 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 VIII

Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular. Words denoting males include females, and words denoting persons denote individuals, firms, association, companies, trusts, and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover title, headings of different parts hereof, and the marginal notes, if any, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the Trust 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 said Chapter 183A shall have the same meaning herein.

9543 203

IN WITNESS WHEREOF, the said John A. Coppola and Nora C. Morse
have hereunto set their hands and seals on the day and year herein-
above set forth.

John A. Coppola
Nora C. Morse

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 18, 1980

Then personally appeared the above-named John A. Coppola and
Nora C. Morse and acknowledged the foregoing instrument to be their
free act and deed, before me,

Robert A. Hochberg
Robert A. Hochberg, Notary Public

My commission expires: 4-30-82
PM

9-23-80 AT 12 O'CLOCK & 11 MIN. REC'D. EXT. D. & COMM. -76



Bk: 38982 Pg: 283 Doc: MDA
Page: 1 of 7 02/03/2006 02:22 PM

Amendment to Master Deed

more than 75% in percentage interest
The undersigned, being ~~all~~ of the unit owners of the 72-74 Appleton Street Condominium created by Master Deed (the "Master Deed") dated September 18, 1980, recorded with Suffolk County Registry of Deeds in Book 9543, Page 164, hereby amend the Master Deed by deleting Exhibit A attached to the Master Deed and replacing it with Exhibit A attached hereto, in order to correct the location of the roof decks for Units 4 and 5. In all other respects, we confirm and ratify the Master Deed.

Executed under seal this ^{26th} day of January, 2006.

Unit 1:

Unit 2:

Andrew M. Laurence

Andrew F. Gardner

Kelly A. Glynn

Allison L. Cohen

Unit 3:

Unit 4:

G. Andrew Maness

Steven G. Chambers

Donna L. Andrews-Maness

Robert P. Kelly Attested hereto

Unit 5:

Francis M. Roache
Francis M. Roache
Register of Deeds

Elizabeth E. Pearson

Laurie Israel, Esq.
1318 Beacon Street Suite 19
Brookline, MA 02446

CITY OF BOSTON

No excise is due under Chapter 190 of the Acts of 1982 with respect to the / single unit of condominium described in this master deed / consolidation of the two lots shown on this consolidation plan / two lots of the subdivision described in this subdivision plan

ASST. Ellen M. Barker
Collector-Treasurer

72-74 Appleton Street, Boston

Amendment to Master Deed

The undersigned, being ^{more than 75% in percentage interest} ~~all~~ of the unit owners of the 72-74 Appleton Street Condominium created by Master Deed (the "Master Deed") dated September 18, 1980, recorded with Suffolk County Registry of Deeds in Book 9543, Page 164, hereby amend the Master Deed by deleting Exhibit A attached to the Master Deed and replacing it with Exhibit A attached hereto, in order to correct the location of the roof decks for Units 4 and 5. In all other respects, we confirm and ratify the Master Deed.

Executed under seal this ²⁶ day of ^{January} ~~February~~ 2006.

Unit 1:

Andrew M. Laurence

Kelly A. Glynn

Unit 3:

G. Andrew Maness

Donna L. Andrews-Maness

Unit 5:

Elizabeth E. Pearson

Unit 2:

Andrew F. Gardner

Allison L. Cohen

Unit 4:

Steven G. Chambers

Robert P. Kelly

Amendment to Master Deed

The undersigned, being ^{more than 75% in percentage interest} ~~all~~ of the unit owners of the 72-74 Appleton Street Condominium created by Master Deed (the "Master Deed") dated September 18, 1980, recorded with Suffolk County Registry of Deeds in Book 9543, Page 164, hereby amend the Master Deed by deleting Exhibit A attached to the Master Deed and replacing it with Exhibit A attached hereto, in order to correct the location of the roof decks for Units 4 and 5. In all other respects, we confirm and ratify the Master Deed.

Executed under seal this day of , 2006.

Unit 1:

Unit 2:

Andrew M. Laurence

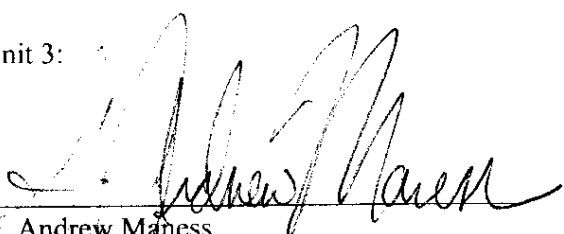
Andrew F. Gardner

Kelly A. Glynn

Allison L. Cohen

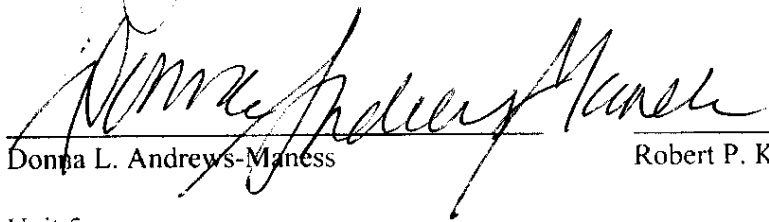
Unit 3:

Unit 4:



G. Andrew Maness

Steven G. Chambers



Donna L. Andrews-Maness

Robert P. Kelly

Unit 5:

Elizabeth E. Pearson

Amendment to Master Deed

The undersigned, being ^{more than 75% in percentage interest} ~~all~~ of the unit owners of the 72-74 Appleton Street Condominium created by Master Deed (the "Master Deed") dated September 18, 1980, recorded with Suffolk County Registry of Deeds in Book 9543, Page 164, hereby amend the Master Deed by deleting Exhibit A attached to the Master Deed and replacing it with Exhibit A attached hereto, in order to correct the location of the roof decks for Units 4 and 5. In all other respects, we confirm and ratify the Master Deed.

Executed under seal this ^{4th} day of January, 2006.

Unit 1:

Andrew M. Laurence ✓

Unit 2:

Andrew F. Gardner ✓

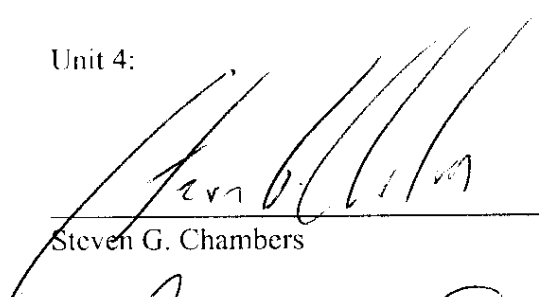
Kelly A. Glynn

Allison L. Cohen ✓

Unit 3:

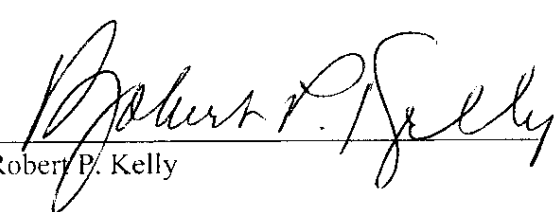
G. Andrew Maness

Unit 4:



Steven G. Chambers

Donna L. Andrews-Maness



Robert P. Kelly

Unit 5:

Elizabeth E. Pearson ✓

Amendment to Master Deed

The undersigned, being ^{more than 75% in percentage interest} ~~all~~ of the unit owners of the 72-74 Appleton Street Condominium created by Master Deed (the "Master Deed") dated September 18, 1980, recorded with Suffolk County Registry of Deeds in Book 9543, Page 164, hereby amend the Master Deed by deleting Exhibit A attached to the Master Deed and replacing it with Exhibit A attached hereto, in order to correct the location of the roof decks for Units 4 and 5. In all other respects, we confirm and ratify the Master Deed.

Executed under seal this ^{25th} day of *January*, 2006.

Unit 1:

Unit 2:

 Andrew M. Laurence

 Andrew F. Gardner

 Kelly A. Glynn

 Allison L. Cohen

Unit 3:

Unit 4:

 G. Andrew Maness

 Steven G. Chambers

 Donna L. Andrews-Maness

 Robert P. Kelly

Unit 5:

Elizabeth E. Pearson 1/25/06
 Elizabeth E. Pearson

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

January 4, 2006

Then personally appeared the above-named ^
to me personally known or proved to me by satisfactory identification, which was license
Steven Chambers Robert Kelly to be the person(s) who executed the foregoing instrument and
acknowledged that he/she/they executed it voluntarily for its stated purpose.

Kathy Lee Pallock
Notary Public

My Commission Expires: 9/4/2009

EXHIBIT A

72-74 APPLETON STREET CONDOMINIUM

Address	Unit No.	Location	Approx. Area	Percentage Interest	Number of Rooms	Access to Common Areas
72 Appleton St. Boston, MA	1	1st fl. & Basement	1,210 sf	18.70%	6½ (2 br., 1½ bath, kit., lr., dr.)	72 Appleton St. Entry & Garden
74 Appleton St. Boston, MA	2	1st fl. & Basement	1,085 sf	19.60%	6½ (2 br., 1½ bath, kit., lr., dr. area)	74 Appleton St. Main Hall & Garden
74 Appleton St. Boston, MA	3	2nd fl. at 72 & 74 Appleton St.	1,130 sf	19.60%	7 (2 br., 2 bath, kit., lr., dr.)	74 Appleton St. Main Hall & balcony
74 Appleton St. Boston, MA	4	3rd fl., 4th fl. & portion of roof at 72 Appleton St.	1,315 sf	21.35%	6½ (2 br., 1½ bath, kit., lr., dr.)	74 Appleton St. Main Hall & 72 Appleton St. Roof
74 Appleton St. Boston, MA	5	3rd fl., 4th fl. & portion of roof at 74 Appleton St.	1,235 sf	20.75%	6½ (2 br., 1½ bath, kit., lr., dr.)	74 Appleton St. Main Hall & Roof