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ATTEST: Stephen J. Murphy, Register

Suffolk County Registry of Deeds

679 – 683 COLUMBIA ROAD CONDOMINIUM

MASTER DEED

Northeast Acquisitions, LLC, a Massachusetts limited liability company, having a business address of 95 Chestnut street, Franklin, Massachusetts 02038 (hereinafter referred to as the “Declarant”), being the owner of the land, together with the buildings and improvements thereon, known as and located at 679 – 683 Columbia Road, Dorchester, Suffolk County, Massachusetts 02125, does hereby by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements erected, and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter “Chapter 183A”) and propose to create, and hereby does create with respect to said premises, a condominium (hereinafter referred to as the Condominium”), to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. Name. The name of the Condominium shall be “679 – 683 Columbia Road Condominium”.
2. Description of Land. The land (hereinafter the “Land”), upon which the buildings and improvements are situated, is more fully described in Exhibit A attached hereto and made a part hereof.
3. Description of the Buildings. The buildings (hereinafter the “Buildings”) on the Land are described in Exhibit B attached hereto and made apart hereof.
4. Designation of the Units and their Boundaries.
 - a. The Condominium shall consist of seven (7) residential units situated in two (2) buildings, a barn and nine (9) garages in a fourth building located on the land described in Exhibit A and shown on the site plan recorded herewith (said seven (7) units are hereinafter referred to as the “Units” and said nine (9) garages as the “Garages”). The designations, locations,

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approximate areas, number of rooms and other descriptive specifications of each said Units and Garages are shown on the as built floor plans and site plan of the Condominium, recorded herewith. The said floor plans show the layout, locations, unit numbers and dimensions of said Units and Garages as built, show the name of the condominium as "679 – 683 Columbia Road Condominium" and bear the verified statement of a Registered Land Surveyor as required by the provisions of Section 8 of Chapter 183A.

- b. The boundaries of each of the Units are shown on the site plan to be recorded herewith and prepared by Stephen P. DesRoche, P.L.S of Neponset Valley Survey Associates, Inc., 95 White Street, Quincy, Massachusetts.
 - c. The boundaries of each of the Units with respect to floors, ceilings, walls, doors and windows thereof, are as follows:
 - i. Floors: The plane of the upper surface of the floor;
 - ii. Ceilings: The plane of the lower surface of the ceiling;
 - iii. Interior Walls: The plane of the interior surface of the wall studs or furring facing such unit;
 - iv. Exterior Doors: The exterior surface of the door, including the jambs, hardware and threshold, including the exterior molding if any; and
 - v. Windows: The exterior surface of the windows in their entirety, including the frame, mullions, sash, stiles, moldings, lights and hardware; provided, however, that no structural component of the Building nor any pipe, wire, conduit, duct, flue, shaft, utility line or like item situated within a Unit, but forming a part of any system serving any Unit, shall be considered to be a part of the Unit.
 - d. Each Unit includes the ownership of the heating, air conditioning and hot water systems contained therein, all of which exclusively serve the Unit.
 - e. Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.
 - f. Each Unit shall have appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the other Units in the Condominium, except for Exclusive Use Areas, if any, described in paragraph 7 hereof which are reserved for the exclusive use of the Unit or Units and to which such Exclusive Use Areas appertain.
5. Common Areas and Facilities. The Common Areas and Facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Land and Building other than the Units and Garages, and include, without limitation, the following:
- a. The Land described in Exhibit A attached hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

- b. The walls, roof, entrances and exits of the Building, and common walls within the Building.
- c. The Building entrances lobbies, entrance halls and vestibule, deck, porch and areas in the Basement, as shown on the Floor Plans filed herewith, serving more than one Unit.
- d. Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit). Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Owner of the Unit so serviced.
- e. All conduits, chutes, ducts, plumbing, wiring, flues, electrical meters, pipes, chimneys, and other facilities for the furnishing of: utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof and/or are outside of the Building, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained. As to utility conduits, lines, pipes, wires and services and waste removal systems, including all sewerage and drainage pipes, the right and easement to use the same shall be included as part of the Common Areas and Facilities.
- f. The storage rooms and storage and mechanical areas located outside of the Units, provided, however, that each of the Unit Owners shall have an easement for the exclusive use of a basement storage area, the location of which shall be designated on the Plans of the Condominium.
- g. The driveway and parking areas except for areas of exclusive use.
- h. All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.
- i. The yards, lawns, gardens, roads, walkways, access ways and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures, planters, and plantings, and all other improved or unimproved areas not within the Units shall be common areas subject to the rights of owners of Units to exclusively use such appurtenances as otherwise set forth in this Master Deed.
- j. The Wastewater Disposal System and the Stormwater System.
- k. All other parts of the Land and Building not defined as part of the Units and not included within the items or things listed above and all apparatus and installations, including any replacements or substitutions therefor, on the Land or within or without the Building for common use or necessary or convenient for the existence, maintenance, safety or enjoyment of the Building and the Condominium.
- l. Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Said Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Trust and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth, and as provided in Chapter 183A, the owner or owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner or owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities as described above, subject always, however, to:

- i. the exclusive rights and easements herein granted to particular Units in certain facilities and areas; and
- ii. the restrictions and other provisions herein set forth; and
- iii. the Rules and Regulations promulgated by the Trustees of the Trust, as they may be amended from time to time.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 8 hereof, and the reserved rights and easements set forth herein, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

6. **Percentage Ownership Interest in Common Areas and Facilities.** The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of both Units, also measured as of the date of this Master Deed.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in the as built floor plans and site plan of the Condominium recorded with herewith.

7. **Exclusive Use Areas.** The following portion of the Common Areas and Facilities are hereby designated Exclusive Use Areas for the exclusive use of one or more Units as hereinafter described:

- a. The Owner of Unit 2 has the exclusive right to use Garages PS6, PS7, PS8 and PS9 as shown on the site plan of the Condominium recorded herewith.
- b. Unit owners shall have a perpetual exclusive right to a proportional area of the unit building basement for storage.

8. **Purpose and Restrictions on Use.** The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- a. Each Unit shall be used only for residential purposes and uses normally accessory thereto, as the same may be permitted by the City of Boston Zoning By-Laws as the same may be from time to time amended and for no other use.
- b. Both the interior and exterior architectural integrity of the Buildings, shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight (other than those existing), chimney, enclosure, greenhouse, awning, screen, antenna, sign, banner or other device and no exterior or interior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings or attached to or exhibited through a window of the Buildings, and no painting or other decorating shall be done on any exterior part or surface of the Buildings, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of Article VII of the Condominium Trust and shall conform to the conditions set forth in said Article VII of the Condominium Trust.
- c. Unit Owners may lease, rent or license the use of their Units, subject, however, to the conditions and obligations set forth in Paragraph 16 of this Master Deed, in this sub-paragraph, and in the individual unit deeds. Each Unit Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein. All leases must have a minimum term of at least one (1) year. The Condominium Trustees and any aggrieved Unit Owner are granted a right of action against Unit Owners for failure to comply with this paragraph. Each Unit Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorney's fees, on account of:
 - i. any damage or injury, actual or claimed, to person or property caused by any of is lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person; or
 - ii. any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of the sub-paragraph 9(d).
- d. All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units. Therefore, all the maintenance and use by the Unit Owners of yards, entries, decks, patios, platforms, steps, porches, parking spaces, light and other facilities, whether exclusive use or common areas, shall be done so as to preserve the appearance and character of the same and the grounds and buildings without modification; furthermore, all use and maintenance of the units shall be conducted in a manner consistent with the comfort and convenience of the

occupants of the other units in accordance with provisions with respect thereto from time to time promulgated by said Condominium Trustees.

- e. The entire condominium shall be limited to fifteen (15) bedrooms. Each Unit shall be no more than two (2) bedrooms. Unit Owners may not convert the any other space in the Units into bedrooms or bathrooms.
 - f. The condominium shall be responsible for the operation and maintenance of the following common facilities and services within the condominium as set forth on the site plan recorded herewith:
 - i. driveways and parking areas;
 - ii. snow plowing;
 - iii. landscaping
 - iv. trash removal;
 - v. exterior lighting; and
 - vi. wastewater disposal system.
 - g. No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws. Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph 8, except such as occur during his or her ownership of a Unit.
9. Rights Reserved to the Declarant for Sales and Future Development.
- a. Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:
 - i. Lease and License the use of any unsold Units;
 - ii. Raise or lower the price of unsold Units;
 - iii. Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium Units;
 - iv. Use any Unit owned by the Declarant as an office for the Declarant's use; and
 - v. Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution

making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

- b. Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.
- c. Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities and the Exclusive Use Areas described on the Record Plan recorded at the Suffolk County Registry of Deed (hereinafter "Registry of Deeds"), with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer[s], construction trailer[s] and/or storage trailer[s]), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the common areas and facilities of the Condominium. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the common areas and facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

10. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the 679 – 683 COLUMBIA ROAD CONDOMINIUM TRUST (hereinafter and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original Trustees of the Condominium Trust (hereinafter and hereinafter the "Condominium Trustees") are as follows:

Manuel A. Perez, 601 Washington Street – Suite A, Norwood, Massachusetts 02062

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

11. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of:

- a. settling of the Buildings,
- b. alteration or repair to the Common Areas and Facilities or Exclusive Use Areas made by or with the consent of the Condominium Trustees,
- c. as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or
- d. as a result of condemnation or eminent domain proceedings,

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

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

13. Amendments. This Master Deed may be amended by an instrument in writing:

- a. signed by the Owners of Units at the time holding at least eighty percent (80%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, or instrument signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least eighty percent (80%) of said total voting power of the Unit Owners, and
- b. duly recorded with the Suffolk County Registry of Deeds, provided, that:

- i. The date of which any instrument of amendment is first signed by an Owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.
- ii. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
- iii. 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 and effect unless signed by the Owners of all the Units.
- iv. 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.
- v. No instrument of amendment which alters the exclusive use areas of the common elements and facilities unless signed by one hundred percent (100%) of the Unit Owners.

No instrument of amendment which purports to amend or otherwise affect this paragraph 13 shall be of any force and effect unless signed by all of the Unit Owners and all First Mortgagees of record with respect to the Units.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 13 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

14. Definition of "Declarant". For purposes of this Master Deed the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Northeast Acquisitions, LLC, by Manuel A. Perez, its Manager, who has executed, delivered and recorded this Master Deed and to all successors and assigns of said LLC (including the holder of any mortgage) who come to stand in the same relation as developer of the Condominium as they did.

15. Provisions for the Protection of Mortgages. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary and in any event subject to any greater requirements pursuant to M.G.L. c. 183A, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - i. Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage;

- ii. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - iii. Sell or lease a Unit acquired by the First Mortgagee through the procedures described in sub-paragraphs i and ii above.
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee unless state law dictates otherwise;
- d. Except as provided by Chapter 183A (and Article VII of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Unit Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds ($\frac{2}{3}$) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:
 - i. By any act or omission, seek to abandon or terminate the Condominium;
 - ii. Change the pro-rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the condominium pursuant to paragraph hereof;
 - iii. Partition or subdivide any Unit;
 - iv. By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
 - v. Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

- f. In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- g. Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
 - i. Any condemnation loss or any casualty loss which affects a material portion of the condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - ii. Any delinquency in the payment of easements or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains incurred for a period of sixty (60) days;
 - iii. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust; or
 - iv. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 14.
- h. To the extent permitted by applicable law, Eligible Mortgage Holders shall be afforded the following rights:
 - i. Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - ii. Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - iii. Except as otherwise provided herein, no re-allocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of

the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one percent (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.

- iv. When professional management has been previously required by any Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or eligible Insurer or Guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- i. Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to ensure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- j. No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- k. The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- l. Any holder of a first mortgage of a Unit shall be entitled upon written request to a financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- m. Except for amendments to the Condominium documents or termination of the condominium made as a result of destruction, damage or condemnation as above set forth:
 - i. The consent of Owners of Units to which one hundred percent (100%) of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have one hundred percent (100%) of

the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

- ii. The consent of the owners of Units to which one hundred percent (100%) of the votes in the 679 – 683 COLUMBIA ROAD CONDOMINIUM TRUST are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:
 - 1. Voting;
 - 2. Assessments, assessment liens or subordination of such liens;
 - 3. Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
 - 4. Insurance or Fidelity Bonds;
 - 5. Rights to use Common Areas and Facilities;
 - 6. Responsibility for maintenance and repair of the several portions of the Condominium;
 - 7. Expansion or contraction of the Condominium or the addition, Annexation or withdrawal of property to or from the project;
 - 8. Boundaries of any unit;
 - 9. The interests in the Common Areas and Facilities;
 - 10. Convertibility of Units into Common Areas or of Common Areas into units;
 - 11. Leasing of Unit estates;
 - 12. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; or
 - 13. Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Suffolk County Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions precedent required for any action

taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph 15 shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 15 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Suffolk County Registry of Deeds in accordance with the requirements of paragraph 13 hereof.

16. Sale or Lease of Units.

a. Appurtenant Interests. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

b. Sale and Lease Subject to Condominium Documents. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws.

17. Severability. In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

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

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

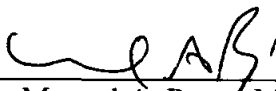
20. Governing Law. This Master Deed, the Condominium Trust and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to, or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

a. Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or

b. To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least two thirds ($\frac{2}{3}$) of the total voting power of the Unit Owners, as said voting power is defined in Article VII of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Suffolk County Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 20(b) to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Suffolk County Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market this Condominium.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal on this 28th day of September, 2018.

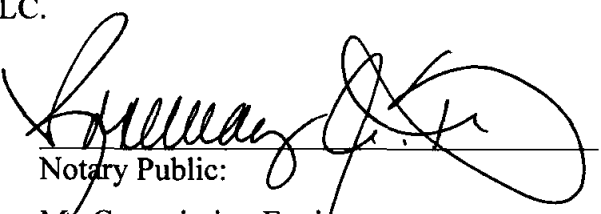
Northeast Acquisitions, LLC


By: Manuel A. Perez, Manager

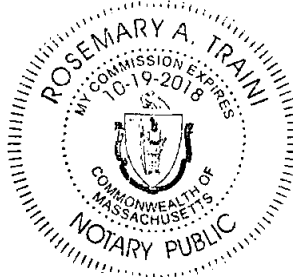
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 28th day of September, 2018, before me, the undersigned notary public, personally appeared Manuel A. Perez, 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/she signed it voluntarily for its stated purpose as Manager of Northeast Acquisitions, LLC.


Notary Public:

My Commission Expires:



IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal on this 28th day of September, 2018.

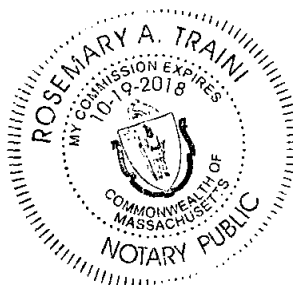
Northeast Acquisitions, LLC

Francisco Almonte
By: Francisco Almonte, Manager

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 28th day of September, 2018, before me, the undersigned notary public, personally appeared Francisco Almonte, 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/she signed it voluntarily for its stated purpose as Manager of Northeast Acquisitions, LLC.



Rosemary A. Traini
Notary Public:
My Commission Expires:

EXHIBIT A
TO THE MASTER DEED
OF
679 – 683 COLUMBIA ROAD CONDOMINIUM

PARCEL I

NORTHWESTERLY on Columbia Road as shown on a plan hereinafter mentioned, 59.05 feet;

NORTHEASTERLY by the middle line of a ten foot passage way as shown on said plan 86 feet;

SOUTHEASTERLY by other land of Isabelle G. MacCurtain, 56.25 feet, more or less; and

SOUTHWESTERLY by Lot 3 on said plan, 86 feet and being part of Lot 2 on a plan by William Kelly dated June 1, 1920.

Said premises are conveyed together with and subject to all rights of way and passage in, over and upon a ten foot passage way shown on said plan in common with others entitled thereto.

PARCEL II

NORTHEASTERLY by Lot No. 1 by a line through the middle of a ten foot passageway as shown on said plan, 65.98 feet;

SOUTHEASTERLY by land of S.F. Sampson, as shown on said pan, 52.34 feet;

SOUTHWESTERLY by land of said Sampson, 1.75 feet;

SOUTHEASTERLY again in part by land of said Sampson and in part by land of E.M. Flynn, as shown on said plan, 43.12 feet;

SOUTHWESTERLY again by land of Kazimir, as shown on said plan, 52.13 feet;

NORTHWESTERLY by Lot No. 3 and in part by Lot No. 4, as shown on said plan, 45.69 feet;

SOUTHWESTERLY again by Lot No. 3, as shown on said plan, 17.72 feet; and

NORTHWESTERLY by the front part of said Lot No. 2, as shown on said plan, 56.25 feet, more or less.

Said premises are conveyed together with and subject to all rights of way and passage in, over and upon said ten foot passageway in common with others entitled thereto.

Said last described land is in the rear part of Lot 2 as shown on the aforementioned plan which is recorded with Suffolk Deeds in Book 4237, Page 298.

Parcel I consists of No. 679 Columbia Road, which parcel has six apartments thereon. Parcel II is the rear of 679 Columbia Road and on it there are *nine brick faced front garages*.

PARCEL III

the land together with the buildings and improvements thereon situated in the Dorchester District of Boston, Suffolk County, Massachusetts and bounded and described as follows:

NORTHWESTERLY by Columbia Road as shown on a plan hereinafter mentioned, fifty-eight and 65/100 (58.65) feet;

NORTHEASTERLY by land of Wattendorf as shown on said plan, one hundred forty-three and 31/100 (143.31) feet;

SOUTHEASTERLY by Sumner Terrace and by land now or late of Sampson as shown on said plan, fifty-eight and 41/100 (58.41) feet; and

SOUTHWESTERLY by the centerline of the driveway as shown on said plan, one hundred fifty-one and 98/100 (151.98) feet and containing 8630 square feet and being lot one on a plan by Wm. Kelly dated June 1, 1920 recorded with Suffolk Deeds.

Said "Driveway" is to forever remain open for all purposes for which passageways are commonly used in the City of Boston. Said premises are conveyed together with all rights and subject to all rights in said Sumner Terrace, if any. The rights above set forth as to said "Driveway" shall be for the benefit of lots one and two on said plan and for no other adjoining premises.

For title reference see Deeds dated September 28, 2018 and recorded with Suffolk County Registry of Deeds herewith.

EXHIBIT B
TO THE MASTER DEED
OF
679 – 683 COLUMBIA ROAD CONDOMINIUM

Building 1 – 679 Columbia Road – Six (6) Two (2) Bedroom Units

Unit	Location	Approximate Area	Number of Rooms	Proportionate Interest in Common Elements
1	First Floor Left	790 sf	2 Bedrooms; 2 Bathrooms; Living Room; Kitchen	7.90%
2	First Floor Right	790 sf	2 Bedrooms; 2 Bathrooms; Living Room; Kitchen	7.90%
3	Second Floor Left	790 sf	2 Bedrooms; 2 Bathrooms; Living Room; Kitchen	7.90%
4	Second Floor Right	909 sf	2 Bedrooms; 2 Bathrooms; Living Room; Kitchen	9.09%
5	Third Floor Left	790 sf	2 Bedrooms; 2 Bathrooms; Living Room; Kitchen	7.90%
6	Third Floor Right	907 sf	2 Bedrooms; 2 Bathrooms; Living Room; Kitchen	9.07%

Building 2 – 683 Columbia Road – Wood Frame Barn

Building 3 – 683 Columbia Road – one (1) Seven (7) Bedroom Unit

Unit	Location	Approximate Area	Number of Rooms	Proportionate Interest in Common Elements
7	First, Second and Third Floor	5024 sf	9 Bedrooms; 4 Bathrooms; Living Room; Office; Dining Room; Kitchen	50.24%

Garage Building - 679R Columbia Road – Garages – nine (9) garages – numbered left to right PS1, PS2, PS3, PS4, PS5, PS6, PS7 PS8 and PS9.

CITY OF BOSTON
 excise imposed by Chapter 190 of the Acts of 1982 in the amount
 of \$ 9000. has been paid with respect to the 7
 units of the condominium described in this master deed. / lots in the
 consolidation contained on this consolidation plan.. / lots of the
 subdivision contained in this subdivision plan.

Michael J. Deluca
 ASST. Director-Treasurer