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Recorded: 11/08/2019 01:38 PM

ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

**MASTER DEED OF
145 WHITFIELD STREET CONDOMINIUM**

145 WHITFIELD, LLC, a Massachusetts limited liability company with a usual place of business at 344 Talbot Ave, Dorchester, Massachusetts 02124 (hereinafter referred to as the ("Declarant") being the owner of the land described in Section 2 below, (the "Land") does hereby, by duly executing and recording this Master Deed, submit the Land, together with the buildings and improvements erected thereon known and numbered as 145 WHITFIELD Street, situated in DORCHESTER, Suffolk County, Massachusetts, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Premises"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, ("Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end Declarant declares and provides the following:

1. Name. The name of the condominium shall be 145 WHITFIELD STREET CONDOMINIUM
2. Description of Land. The Land, which is included within and as a part of the condominium (the "Condominium") created hereby, is more particularly bounded and described as set forth on the attached Exhibit A, and as shown on the site plan recorded herewith.
3. Trust. The organization through which the owners of the Units of the Condominium (the "Unit or Units") will manage and regulate the Condominium created hereby is the 145 Whitfield Street Condominium Trust, ("Condominium Trust") established under Declaration of Trust of even date, which is to be recorded herewith. The Condominium Trust provides for the owners of Units to be members with interests thereunder equal to their respective undivided percentage interests in and to the common areas and facilities (hereinafter defined and referred to as the "Common Areas and Facilities") of the Condominium as determined hereunder. The original and present Trustee of the Condominium Trust (the "Condominium Trustee") is 145 Whitfield, LLC. The address of the Trust is 145 Whitfield Street, Dorchester, Massachusetts 02124.

The Trustee has enacted By-laws (the "By-laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A. (The term "Trustee" as hereinafter used

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shall be deemed to include the successors in trust of the original Trustee and to mean the trustee or trustees for the time being under the Condominium Trust).

4. Plans. Simultaneously with the recording hereof, there shall be a set of the floor plans of the Building and the Units therein, all in compliance with Chapter 183A.

5. Description of Building. The Condominium is comprised of one (1) building (the "Building"). The Building consists of three (3) floors located above grade and a basement located below grade and contains (3) Units. Unit 1 occupies the the first floor, as shown on the floor plans. Unit 2 occupies the second floor as shown on the floor plans, and Unit 3 occupies the third floor as shown on the floor plans. The Building has a wood frame with a stone, mortar and concrete foundation. The interior walls are blueboard with skimcoat plaster. The roof is rubber membrane. Unit 1 is heated by a separate gas-fired forced hot air furnace located in the Basement. Unit 2 is heated by a separate gas-fired forced hot air furnace located in the Unit. Unit 3 is heated by a separate gas-fired forced hot air furnace located in the Unit. Each Unit has a separate gas-fired hot water heater all located in the Basement. Each Unit shall have exclusive use of the storage area in the basement as designated on the plan.

6. Description of Units.

The designation of each Unit in the Building comprising the Condominium, a statement of its location and approximate area, the number of rooms and immediate common area to which it has access and its proportionate interest in the common areas and facilities of the Condominium are set forth on Exhibit B attached hereto and made a part hereof and shown on the master floor plans to be recorded herewith.

7. Additional Description of Units and Their Boundaries Including Certain Subject and Appurtenant Rights. The boundaries of the Units of the Condominium with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

Floors: The upper surface of the sub-flooring.

Ceilings: The plane of the lower surface of the ceiling joists.

Walls: The plane of the interior surface of the wall studs.

Exterior Building Walls, Doors and Windows: As to exterior Building walls, the plane of the interior surface of the studding affixed to the bearing walls with the right and easement in the owner of an

applicable Unit to hang and affix through the finished facings thereon usual wall ornaments, including (without limitation) clocks, pictures, paintings and other such accessories; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass, the interior surface of the window sashes and frames;

The finished facings on all floors, ceilings and walls enclosing each Unit are a part of that Unit.

Each Unit includes the ownership of all utility lines, HVAC, plumbing, electrical, bathroom, kitchen and other apparatus and equipment that exclusively serve a unit, including the furnaces and water heaters wherever located, and stairways that exclusively serve and are located within each such Unit, if any.

The owner of each Unit in the Building shall have the right, as appurtenant to that Unit, to use, in common with the owners of all other Units in the Building

- (a) the main entrance/exit area to and from the Building, except same that exclusively serve a unit; and
- (b) all corridors, and applicable stairways as access to and from the Units, except same that exclusively serve a unit.

The owner of each Unit shall have the easement and right, appurtenant to that Unit, to use and access, in common with the owners of other Units served thereby, all utility lines and other Common Areas and Facilities located in any of the other Units or in the Common Areas and Facilities described in Section 7 hereof, and serving that Unit.

Nothing herein shall be construed to limit the right of any owner of a Unit to use other non-exclusive Common Areas and Facilities in accordance with their intended purposes.

Limited Common Areas and Facilities: Each Unit shall be subject to rights set forth in any of the foregoing subsections, if and so far as applicable to that Unit, and as set forth in Exhibit B. Each Unit Owner shall have access to all common areas as shown on the floor plans and shall have exclusive use of all areas shown as exclusive use pertaining to each unit. Each Unit Owner shall have an easement for the exclusive use of the following: the rear yard as designated as common area, Each Unit Owner shall further have, as an appurtenance to said Unit, an easement for the exclusive right at any time and from time to time, to construct, use, maintain, expand, repair and replace, a roof deck or additional roof deck over such Unit, and the responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to any such deck, built by the owner of such Unit on the roof of the building. The

owner of such Unit shall be responsible for any damage caused to the common area if such damage is the direct result of any misuse, by the owner of such Unit, of said deck or decks, or other installations made by the owner of such Unit. The owner of such Unit shall have, as an appurtenance to said Unit, the easement and right at any time and from time to time in the future, to cut openings through any portion, or portions, of the roof of the building adjacent to such Unit, and any portion, or portions, of the common areas and facilities as necessary for the reasonable construction of same, and to build or create an opening, or openings, to give direct access to and from the unit to the roof deck erected at any time and from time to time in the future on the roof of the building, and the owner of such Unit shall have an easement for himself and those lawfully occupying such Unit, to pass and re-pass through the common areas and facilities as necessary for access to said deck. Each Unit owner shall comply with all laws, codes and rules and regulations regarding any construction which, under the provisions of this section each is permitted to perform, including but not limited to those administered by the Boston Building Department, the Boston Inspectional Services Department, the Boston Redevelopment Authority, and applicable Zoning and Building Ordinances. All work shall be conducted at the expense and risk of the owner of such Unit. The owner of such Unit shall further be responsible for any increase in the cost of insurance with respect to the master policy of insurance for the condominium which is related to the presence of any such deck or addition, and shall be responsible for the cost of recording as necessary any amendment to the Master Floor Plans and this Master Deed required as a result of the construction of said deck or decks.

Each Unit shall be subject to and have the benefit of this Master Deed, the provisions of the Condominium Trust, the By-laws, any rules and regulations promulgated pursuant thereto and the provisions of Chapter 183A.

8. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium (hereinafter sometimes referred to as the "Common Elements") consist of the entire Premises hereinabove described, including all parts of the Building and improvements thereon other than the Units and including, without limitation, the following:

a. The Land described in Section 2 hereof on which the Building is erected, subject to all exclusive easements and assigned rights, if any, herein described, or as set forth in the By-Laws of the Condominium Trust.

b. The exterior doors, entrances, and all interior vestibules, corridors, stairways, stairwells, and landings which serve as access to and from the Units in the Building constituting the Condominium, except same as exclusively serve a Unit.

c. The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, decks, and other supporting and enclosing members of the Building, and of the Units therein and of the land comprising the Condominium.

d. Installations of central services such as power, light, telephone, gas, water, security systems and intercom systems, including any mechanical rooms, and storage areas and machines situated outside of the Units.

e. All utility lines and other facilities contained within the Common Areas and Facilities and/or within any Unit except those which exclusively serve individual Units and wherever located.

f. All sewer, drainage, water and other pipes and conduits, subject to easements therein and therefor.

g. All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacements thereof) in or within the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium and the Building and facilities therein.

h. all areas so designated on the floor plans.

h. All other items listed as such in Chapter 183A and located in the Premises.

9. Use of the Units.

a. The Building and each of the Units are intended only for residential purposes. Except as and to the extent permitted by the Trustee, the Building and each of the Units may be used by a Unit's resident only for business activity accessory to a residential use and provided that (i) there are no employees other than residents of such Unit; (ii) there is no visitation to the Building by clients or others in connection with such business activity; and (iii) there are no signs or nameplates with respect to such business activity affixed to any part of the Condominium. Except as otherwise permitted by the Trustee, no Unit shall be occupied by more than one family unit or two (2) unrelated persons per bedroom. The Declarant, or any

successor to the interest of the Declarant in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), lease unsold Units.

b. The appearance of the Building shall be preserved without modification, and to that end no Unit owner shall erect, place, attach or maintain, except as otherwise permitted by the Trustee, any balcony enclosure, awning, screen, antenna, sign, banner, device, addition, structure, projection, decoration or other feature to the Building or to any Unit visible outside of the Unit.

c. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of (1) this Master Deed, (2) the Condominium Trust, the By-laws and the rules and regulations promulgated pursuant thereto or (3) Chapter 183A.

These restrictions shall be for the benefit of the owners of all of the Units and the Trustee of the Condominium Trust and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Trustee at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a Unit shall be liable for any breach of the provisions of this Section except such as occur during his or her ownership thereof.

10. Encroachments. If any portion of the Common Areas and Facilities encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustee of the Condominium Trust, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for each encroachment and for the maintenance of the same so long as the Building stands.

11. Units Subject to Master Deed, Unit Deed, and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the first Unit Deed conveying any applicable Unit, the Condominium Trust, and the By-laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the Land as set forth on Exhibit A referred to in Section 2 hereof. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that:

a. the provisions of this Master Deed, said Unit Deed, the Condominium Trust and the By-laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Land are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof, and

b. a violation of the provisions of this Master Deed, said Unit Deed, the Condominium Trust or the By-laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

12. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units and the Trustee to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in the Common Areas and Facilities, any of the other Units, and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Trustee to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustee of the Condominium Trust shall have a right of access 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 Building, upon reasonable notice to the owner of such Unit.

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

- a. signed by the Unit Owners entitled to not less than one hundred (100%) percent of the undivided interest in the Common Areas and Facilities;
- b. signed by the majority of the Trustees of the Condominium Trust then in office, and
- c. duly recorded with the Suffolk County Registry of Deeds, PROVIDED, HOWEVER, THAT:

(1) The date on which any such instrument is first signed by an owner of a Unit shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same or a certificate, signed and acknowledged by the Trustee attesting to the foregoing, has been so recorded within six (6) months after such date;

(2) No instrument of amendment which alters the dimensions of any Unit or affects the use of the Unit or the exclusive use of Common Areas and Facilities reserved to a Unit hereunder shall be of any force or effect unless the same has been signed by the owner of the Unit affected;

(3) No instrument of amendment which alters any percentage of undivided interest of the Units in the Common Areas and Facilities, shall be of any force or effect unless the same has been signed by the owners of the affected Units and said instrument is recorded as an Amended Master Deed;

(4) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record, or which would disqualify any such mortgage from sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto, shall be of any force or effect unless the same has been assented to by the holder or holders thereof, and

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

(6) Notwithstanding anything herein contained to the contrary, until the Declarant has sold all of the Units within the Condominium, the Declarant may, after notice to the Unit Owners and the Trustee of the Condominium Trust, record an amendment to this Master Deed and/or the Condominium Trust at any time and from time to time which amends this Master Deed and/or the Condominium Trust solely (1) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (2) to induce any such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages of Unit Owners, (3) to bring this Master Deed and/or the Condominium Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (4) to correct clerical or typographical errors in this Master Deed and/or the Condominium Trust or any exhibit or supplement or amendment thereto.

14. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

15. 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 any number of violations or breaches which may occur.

16. 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 provisions hereof.

17. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A.

In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

(Signatures on Next Page)

WITNESS THE EXECUTION hereof under seal this 30th day of October 2019

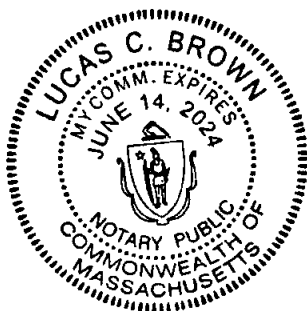
The Declarant, 145 WHITFIELD, LLC.


ADAM JASPON, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 30th day of October 2019, before me, the undersigned notary public, personally appeared, 145 WHITFIELD, LLC by ADAM JASPON, Manager, personally known to me, or proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 145 WHITFIELD, LLC.



Notary Public

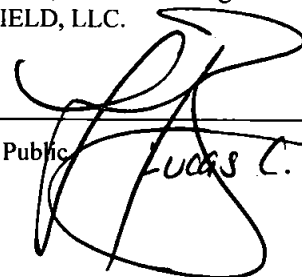

Lucas C. Brown

EXHIBIT "A"
PROPERTY DESCRIPTION

Exhibit A

A certain parcel of land with the buildings thereon numbered 145 Whitfield Street, in the present numbering shown as Lot B on Plan of Land in Boston, Massachusetts (Dorchester District) dated November 19, 1949, H.M. Fletcher, Surveyor, duly recorded with Suffolk Registry of Deeds on February 6, 1950, bounded and described as follows:

SOUTHWESTERLY: by Whitfield Street, sixty-one and 94/100 (61.94) feet;

NORTHWESTERLY: by Lot A, shown on said plan, through a right of way, shown thereon, ninety-nine and 77/100 (99.77) feet;

NORTHEASTERLY: by Dreyer-Mellon Lot, thirty-nine and 02/100 (39.02) feet;

NORTHERLY: by said Dreyer-Mellon Lot, fifty-four and 48/100 (54.48) feet;

NORTHEASTERLY: again, by Lot F shown on said Plan, five and 10/100 (5.10) feet

SOUTHERLY: by Lot C, shown on said Plan, one hundred fifty and 47/100 (150.47) feet

Containing 6,860 square feet of land.

Subject to and together with a Right of Way, shown on said Plan for the natural benefit of said Lot A and B to be used in common. There are no other Rights of Way appurtenant to the aforesaid Lot B and Lot B is not subject to any other Rights of Way.

Subject to and with the benefit of all conditions, easements, restrictions and encumbrances of record.

EXHIBIT "B"

Description of Units

<u>Unit</u>	<u>Location</u>	<u>No. Rooms (1)</u>	<u>Approx. Sq. Feet (5)</u>
1	First Floor	6 (2)	795
2	Second Floor	6 (3)	791
3	Third Floor	6 (4)	791

- (1) Description does not include kitchens, baths, closets, hallways or decks.
 (2) Unit No. 1 consists of a kitchen, living room, two (2) bedrooms and two (2) full baths.
 (3) Unit No. 2 consists of a kitchen, living room, two (2) bedrooms and two (2) full baths.
 (4) Unit No. 3 consists of a kitchen, living room, two (2) bedrooms and two (2) full baths
 (5) Square foot area does not include common areas.

The immediate common area to which each unit has access is the front porch and the front stairwell.

The Basement and Yard are common areas as designated on the Plan.

The Basement has exclusive use storage areas as designated on the Plan.

The 3rd Floor front and rear landings are exclusive use areas of Unit 3 as designated on the Plan.

Each Unit Owner has exclusive use to the rear deck designated on the Plan.

The Unit Owners shall have an easement for the exclusive use of the tandem parking areas as designated, 1, 2, & 3 in the driveway, subject to the right of the other Unit owners to pass and re-pass as necessary for reasonable pedestrian access to the building.

The owner of Unit 3 shall further have, as an appurtenance to said Unit, an easement for the exclusive right at any time and from time to time, to construct, use, maintain, expand, repair and replace, a roof deck over such Unit and in the flat roof area, and the owner of Unit 3 shall have the responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to any such deck, built by the owner of such Unit on the roof area of the building. The owner of such Unit shall be responsible for any damage caused to the common area if such damage is the direct result of any misuse, by the owner of such Unit, of said deck or decks, or other installations made by the owner of such Unit. The owner of such Unit shall have, as an appurtenance to said Unit, the easement and right at any time and from time to time in the future, to cut openings through any portion, or portions, of the roof of the building adjacent to such Unit, and any portion, or portions, of the common areas and facilities as necessary for the reasonable construction of same, and to build or create an opening, or openings, to give direct access to and from the unit to the roof deck erected at any time and from time to time in the future on the roof of the building, and the owner of such Unit shall have an easement for himself and those lawfully occupying such Unit, to pass and re-pass through the common areas and facilities as necessary and applicable for access to said deck. The owner of Unit 3 shall comply with all laws, codes and rules and regulations regarding any construction which, under the provisions of this section each is permitted to perform, including but not limited to those administered by the Boston Building Department, the Boston Inspectional Services

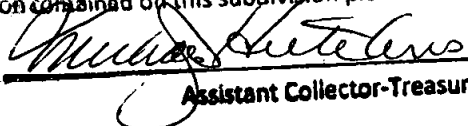
Department, the Boston Redevelopment Authority, and applicable Zoning and Building Ordinances. All work shall be conducted at the expense and risk of the owner of such Unit. Prior to commencement of such work, the unit shall provide the Trustees with copies of all plans, permits and insurance (naming the Trust as an additional insured) for such work and the unit owner shall indemnify the Trust and other unit owners against any cost. The owner of such Unit shall further be responsible for any increase in the cost of insurance with respect to the master policy of insurance for the condominium which is related to the presence of any such deck or addition, and shall be responsible for the cost of recording as necessary any amendment to the Master Floor Plans and this Master Deed required as a result of the construction of said deck or decks. Notwithstanding anything to the contrary contained herein, any such amendment need only be executed by the owner of Unit 3. Notwithstanding anything to the contrary contained herein, the owner of Unit 2 shall have an easement to maintain, repair and replace their air conditioning unit which is located on the roof of the condominium premises. The owner of Unit 3 shall not exercise its roof rights in such a manner so as to interfere with rights of the owner of Unit 2 to maintain its air conditioning or heating, if any, as set forth herein

Percentage Interest in Common Areas

<u>Unit</u>	<u>Percentage Interest</u>
1	33.44%
2	33.28%
3	33.28%
Total	100.00%

CITY OF BOSTON

A tax imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 1000.00 has been paid with respect to the Three units of the condominium described in this master deed / lots in the consolidation contained on this consolidation plan / lots in the subdivision contained on this subdivision plan.


 Assistant Collector-Treasurer