

## Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
1693313	MASTER DEED		00040/33	03/04/2015	0.00
<b>Property-Street Address and/or Description</b>					
31-33 CLYDE ST					
<b>Grantors</b>					
31-33 CLYDE STREET LLC, 31-33 CLYDE STREET CONDOMINIUM					
<b>Grantees</b>					
31-33 CLYDE STREET LLC					
<b>References-Book/Pg Description Recorded Year</b>					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					
255119 01442/128, C1052 00040/33					



2015 01693313

Bk: 40 Pg: 33 Cert#: C1052  
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ALLOWED

*Howard P. Speicher* 3-4-2015  
Howard P. Speicher

**MASTER DEED  
31-33 CLYDE STREET CONDOMINIUM**

The undersigned, 31-33 Clyde Street, LLC of 30 Mooney Street, Cambridge, Commonwealth of Massachusetts, hereinafter called the "Declarant," being the sole owner of the land with the building thereon known as and numbered 31-33 Clyde Street, Somerville, Middlesex County, Massachusetts, described on Exhibit A, which is attached hereto and hereby incorporated herein and made a part hereof, do hereby, by duly executing and filing this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Chapter 183"), and do hereby state they propose to create, and do hereby create, a condominium with respect to the Subject Property, a condominium (the "Condominium"), to be governed by and subject to the provisions of said Chapter 183A.

Section 1. Name of the Condominium: The Condominium hereby established shall be known as the "**31-33 CLYDE STREET CONDOMINIUM.**"

Section 2. Description of the Land: The premises that constitute the Condominium consist of the land described on Exhibit A, attached hereto and incorporated herein, together with the building and improvements thereon.

Section 3. Description of the Building: There is one building on the land described in Exhibit A. This building is further described in Exhibit B, which is attached and incorporated herein.

Section 4. Description of the Units and Unit Boundaries: The designation of each unit, and a statement of its location, approximate area, 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 as set forth on Exhibit C, which is attached hereto and incorporated and made a part hereof. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

(i) **Floors:** The upper surface of the subflooring;

(ii) **Ceilings:** With respect to all units except the top floor unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;

(iii) **Interior Building Walls Between Units and Between Units and Common Areas and Exterior Building Walls:** With respect to all units, the plane of the wall studs facing the interior of the unit.

(iv) **Pipe Chases or Other Enclosures** concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are part of the common areas and facilities.

(v) **Doors and Windows:** With respect to doors and windows that open from the Unit to a common area, the plane of the exterior surface of doors and interior surface of the door frames, and the exterior surface of window glass and the interior surface of the window frames.

(vi) **Fireplaces,** if any, and flues located within chimneys, are a part of the Unit served by such fireplace and flue. Chimneys are a part of the common areas and facilities.

(vii) **All Structural Portions** of the building are part of the common areas and facilities.

Section 5. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein: The common areas and facilities of the Condominium consist of the entire subject premises as described in Section 2 ("Description of Land") of this Master Deed and all parts of the building as described in Section 3 ("Description of Building") of this Master Deed and all other areas of the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units described on Exhibit C hereto, subject however, to the exclusive easements and rights to use certain parking, storage, roof areas, steps and stairways, as applicable and as hereinafter provided.

Without limiting the foregoing language in this paragraph, the common areas and facilities of the Condominium include:

(i) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances, exits, porches, driveway, and all structural portions of the building;

(ii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities;

(iii) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing

of utility services or waste removal and vents that are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;

(iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, that are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit, with respect to the topmost unit, the roof), and above any ceiling within the units, but which service more than one unit;

(v) exterior lighting devices and wires and poles serving the same (except for such of same as may be constructed on the roof by the owner of Unit 3); and

(vi) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described in Exhibit C and subject to the exclusive easements and rights of use as set forth in Exhibit C.

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities for such Unit as set forth in Exhibit C. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all Units on this date. Said common areas and facilities, including those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use as such may be designated in Exhibit C hereto, shall be subject to the provisions of the 31-33 Clyde Street Condominium Trust (the "Condominium Trust") and the By-Laws set forth therein, if any, herein referred to, and the use and maintenance thereof.

Section 6. Site and Floor Plans: A site plan and a set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units have been filed with the Master Deed. The floor plans bear the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A and have been filed simultaneously with the filing of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein and made a part hereof.

Section 7. Condominium Unit Owners' Association: The entity through which the Unit Owners will manage and regulate the Condominium is the 31-33 CLYDE STREET CONDOMINIUM TRUST under Declaration of Trust dated February 20, 2015 and filed herewith. The mailing address of the Condominium Trust shall be 31-33 Clyde Street, Somerville, MA 02145-3504. In accordance with Chapter 183A, the Declaration of Trust has enacted By-Laws and establishes a membership organization of which all Unit Owners shall be members (the Owner's Association") and in which the Unit owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the common areas and facilities as established by this Master

Deed. The initial Trustee is the 31-33 Clyde Street LLC

Section 8. Intended Use of the Buildings and Unit(s):

(a) The building and each of the units are intended only for residential purposes permitted by the building, zoning, and sanitary codes, and for any other purpose permitted by the zoning ordinances of the City of Somerville; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws. No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto.

Section 9. Encroachments: 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 or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

Section 10. Restrictions on Use of Unit(s): In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the Rules and Regulations (made in accordance with Section 11 of Chapter 183A) promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Section 8 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be, done in a good and workmanlike manner, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirements of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by the mortgage holders;

(c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no awning, screen, antenna, sign, banner or

other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit;

(d) No business activities of any nature shall be conducted in any Unit Except that a person residing in any such unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, maintain an therein an office for his or her personal and professional use, but no employees or persons other than a resident of such unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for services to clients or patients, except as may be permitted by the trustees in their sole discretion;

(e) Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements that they have an exclusive right to use;

(f) Unit Owners may keep in their Units, without the approval of the Trustees, dogs, cats, or other household pets each under 20 lbs., and provided that the number of such pets does not exceed two (2) and such pets are not kept, bred, or maintained for any commercial purposes, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Condominium property. A majority of the Trustees, in their reasonable discretion, may require that any pet (including pets owned by Unit Owners at the time of purchase of their Units) causing or creating a nuisance or unreasonable disturbance or noise no longer be kept in the Condominium and shall give written notice to that effect to the Unit Owner of the Unit in which such pet is being kept. Any Unit Owner receiving such notice shall cause such pet to be removed from the Condominium within fourteen (14) days. Any such notice shall only be sent following a meeting of Trustees and the Unit Owner whose pet is to be subject to the provisions of this paragraph. In no event shall any dog or other animals be permitted in any portion of the Common Elements unless accompanied by its Owner(s) or carried or on a leash. In the event that any pet shall deposit any solid animal waste on any Common Area, the Owner of such pet shall immediately clean up any such waste. Dogs or other animals are permitted to run free in the outdoor Common Area so long as such pet is accompanied by its Owner(s) and is not causing a nuisance or unreasonable disturbance or noise. The Owner of such pet shall use reasonable efforts to keep the area free of solid waste;

(g) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of the Rules and Regulations;

(h) All maintenance and use by Unit Owners of landscaping , , exterior lights and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;

(i) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units or of

other premises entitled to the use or benefit thereof. The unit owners shall have the right to install an alarm/security system in the common areas without obtaining the Trustees' consent;

(j) No improper or unlawful use shall be made of the Units or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;

(k) Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Condominium, relating to any Unit shall be corrected by and at the sole expense of the owner of any such Unit, and those relating to any Common Elements shall be corrected by the Trustees; provided, however, that those relating to any Common Element to which one or more Unit Owners has an exclusive use easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit or Units which has the exclusive use easement to that part of the Common Elements which cause such violation;

(l) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages, or objects of any kind; and

(m) The common halls, corridors, elevators, stair halls and stairways, if any shall be used for no purpose other than normal transit through them.

(n) Any Unit Owner may lease or rent his or her unit, subject, however, to the following conditions:

- (i) the lease is in writing;
- (ii) the lease is for not less than the entire unit;
- (iii) the term of the lease is not for less than six (6) months;
- (iv) the lease is made specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium;
- (v) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution;
- (vi) Every lease or occupancy agreement shall have, attached thereto, and incorporated therein by reference, a copy of this Section; and
- (vii) Any lease or occupancy agreement shall contain the following notice, in capital letters, double spaced:

**IMPORTANT CLAUSE:**

“THE APARTMENT UNIT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES THEY OCCUPY AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE [OCCUPANCY AGREEMENT] ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE

DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS); IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES; AND THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE [OCCUPANCY AGREEMENT].”

(o) In light of the serious health risks posed by smoking to all residents (including fire hazards), as well as the negative effects of secondhand smoke from tobacco and similar products upon the enjoyment of the units as well as common areas, no such products shall be smoked in any Unit by any owner, tenant, or guest, and all units are therefore designated as “non-smoking Units.”

The restrictions set forth in this Section 10 shall: (i) be covenants running with the land, (ii) be for the benefit of all Unit Owners, (iii) be administered on behalf of the Unit Owners by the Trustees, (iv) be enforceable by the Trustees, insofar as permitted by law, (v) may be waived in specific cases by the Trustees (except as to subparagraphs (f), (k) and (l) of this Section 10), (vi) insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those that occur during his ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise, to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

Section 11. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgage: Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, the following provision 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. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, 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 the mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a



mortgagor; or

(iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any 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 pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges that accrue prior to the acquisition of title to such Unit by the mortgagee;

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for Common Expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments that are so extinguished may be reallocated and assessed to all Unit estates as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

(f) All taxes, assessments, and charges that may become liens prior to the 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;

(g) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:

(i) By 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 (1) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the

Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

(h) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the 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 Elements;

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may 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 two (2) months' estimated Common Expenses for each Unit to be paid at time of the first conveyance of such unit which fund shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(j) 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 mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "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 default in the performance of any obligation under the condominium constituent documents or any delinquency in the payment of assessments or charges owed by the owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which default or delinquency remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;

(iv) All meetings of the Condominium Trust, and shall be permitted to designate a representative to attend all such meetings;

(v) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage, eligible insurer or guarantor has an interest, or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;

(vi) Any proposed action that would require the consent of a specified percentage of eligible mortgage holders or eligible insurers or guarantors, as specified in this Section 11 and in Section 13.

(k) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder or any lease may not exceed two (2) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) day or less written notice;

(l) 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;

(m) If no audited statement is available, any mortgage holder shall be allowed to direct that an audited statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

(n) 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 at least one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least one hundred (100%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of all the Unit Owners and at least two-thirds (2/3) of eligible mortgage holders, eligible insurers, or guarantors shall be required to add or amend any provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- d. Insurance or Fidelity Bonds;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- f. Responsibility for maintenance and repair of the several portions of the

- Condominium, in writing:
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
  - h. Boundaries of any Unit;
  - i. Convertibility of Units into common areas or of common areas into Units;
  - j. 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;
  - k. Any provisions that are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any first mortgage holder, eligible insurers, or guarantors that does not deliver or post to the Trustees 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 filed at the South Middlesex Registry District of the Land Court, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 4 of Article VI of the Condominium Trust.

The Declarant intends that the provisions of this Section 11 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 11 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 filed with the South Middlesex Registry District of the Land Court in accordance with the requirements of Section 12 hereof.

**Section 12. Amendment of Master Deed:** This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for filing by Unit Owners entitled to one hundred (100%) percent of the undivided interests in the common areas and facilities; (ii) signed and acknowledged by all of the Trustees of the 31-33 CLYDE Street Condominium; (iii) as applicable, signed and acknowledged in proper form for filing by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 11 herein) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; ; and (iv) duly filed in the South Middlesex Registry District of the Land Court, **provided, however, that:**

(i) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been filed in the South Middlesex Registry District of the Land Court within six (6) months after such date; and

(ii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the

undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly filed; and

(iii) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for filing by the owner(s) and mortgagee or mortgagees of the unit so altered; and

(iv) No instrument of amendment that alters the rights of the Declarant, or the rights of the owners of any Unit with respect to certain rights as set forth herein, or the rights of the owners of easements for the exclusive use of Parking Spaces, shall be of any force or effect unless the same has been signed and acknowledged in proper form for filing by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, or the owners of easements for the exclusive use of Parking Spaces, respectively; and

(v) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A or would contravene the provisions of Section 11 herein, shall be of any force or effect.

Section 13. Special Amendment of Master Deed: Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to file a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and consent to the reservation of the power of, the power to the Declarant to vote in favor of, make, execute and record Special Amendment(s). The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate when the Declarant no longer holds or controls title to two (2) Units.

Section 14. Units subject to Master Deed, Unit Deed, Declaration of Trust and Rules and Regulations: All present and future owners, tenants, visitors and occupants of the Units shall be subject to and shall comply with the provisions of the Master Deed, the Unit Deed, Declaration of Trust and the Rules and Regulations, as any of them may be amended, and with any items affecting the title to the Condominium as described in Exhibit A herein. The acceptance of a Unit Deed or the entering into occupancy of any unit shall constitute an agreement that (i) the Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations and any items affecting the title to the

Condominium are accepted and ratified by the owner, tenant, visitor, occupant or any other person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the land and shall bind any such person as though such provisions were recited and stipulated at length in each any every deed or conveyance or lease thereof and (ii) a violation of any provision set forth in clause (i) above shall be deemed to be a substantial violation of the duties of the Unit's Owner.

Section 15. Chapter 183A. The Units and Common Elements and the Unit Owners and the Trustees shall have the benefit of and be subject to the provisions of Chapter 183A and in all respects not specified in this Master Deed or the Condominium Trust and By-Laws shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

Section 16. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units: Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving such unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees 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 any portions of the common areas in the building. In an emergency such access shall not require notice to the Unit Owner; for ordinary, non-emergency repairs, access shall be provided following no less than 24 hour notice to the Unit Owner.

Section 17. Invalidity: The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

Section 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 that may occur.

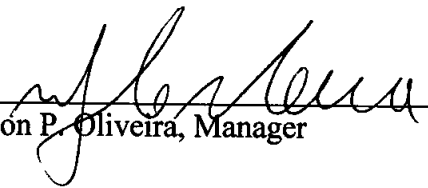
Section 19. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

Section 20. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall

control.

EXECUTED by the Declarant as an instrument under seal at Cambridge, Middlesex County, Massachusetts this 20 day of February, 2015.

31-33 Clyde Street, LLC

  
\_\_\_\_\_  
Nelson P. Oliveira, Manager

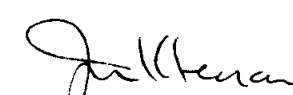
LLC  
CENT  
1693312

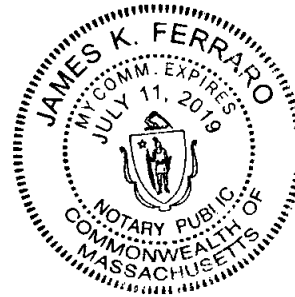
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 20, 2015

Then personally appeared, Nelson P. Oliveira, as Manager of the 31-33 Clyde Street, LLC, and being personally known to me proved to be the person whose name is signed on the document and acknowledged the foregoing instrument to be his free act and deed, for its stated purpose on behalf of 31-33 Clyde Street, LLC, before me.

  
\_\_\_\_\_  
Notary Public – James K. Ferraro



**Exhibit A**

**DESCRIPTION OF LAND**

That certain parcel of land situated in Somerville, Middlesex County, Commonwealth of Massachusetts, with the buildings thereon now numbered 31-33 Clyde Street, bounded and described as follows:

- NORTHERLY: By Clyde Street, fifty (50.00) feet; ✓
- EASTERLY: By land now or formerly of Angelo Sacco, one hundred (100) feet; ✓
- SOUTHERLY: By lands now or formerly of Donato J. Prince and of Massino ✓  
Antoncecchi, et al, fifty (50.00) feet; and ✓
- WESTERLY: By land now or formerly of Elmer Clow, one hundred (100) feet; ✓

*unnumb.  
LOT*

All of said boundaries are determined by the Land Court to be located as shown on a plan, as modified and approved by the Land Court, filed in the Land Registration Office, a copy of a portion of which is filed in the South Middlesex Registry District of the Land Court in Registration Book 184, Page 105, with Certificate 27723, (Plan No 12525A). ✓

For title reference: See South Middlesex Registry District of the Land Court, Certificate No. 255119.

Any and all rights of homestead are hereby released.



## **Exhibit B**

### **DESCRIPTION OF BUILDING**

There is one building known and numbered as 31-33 Clyde Street, Somerville, Massachusetts, located on the land, which is described on Exhibit A, to this Master Deed.

The Building is a three story building plus basement (Garden Level). The building is constructed principally of wood with Hardie siding. The foundation is concrete. The floor joists and the roof joists are wood. The roof is pitched with asphalt shingles. The building contains three (3) residential units.

Each Unit is serviced by separate air conditioning compressor (located in the rear of the building), separate hot water heater, water tank for sprinkler systems, separate water meter (located in the basement of the building) and separate electric meter and gas meter (located on the exterior of the building). Each unit is also serviced by separate heating systems (first floor is located in the basement, second and third floors' system is in the respective unit).

There is one (1) common area electric meter for the common area electric fixtures. The costs for this common electric service shall be common expense.

The Building and each of the Units is otherwise described as shown on the Plans of the Condominium filed herewith.

### Exhibit C

#### UNIT LOCATION, NUMBER OF ROOMS, AREA and PERCENTAGE INTEREST

The unit designation of each unit and statement of its location, approximate area, number of rooms and its undivided interest in the common areas and facilities of the condominium, are as follows:

UNIT #	LOCATION	# OF ROOMS/ BATHROOMS	APPROX. AREA	% INTEREST
1	First floor Garden Level	5*/2 1/1	1,092 sq. ft. 582 sq. ft.	40%
2	Second floor	5**/2	1,013 sq. ft.	30%
3	Second floor Third floor	5***2	85 sq. ft. 1,097 sq. ft.	30%

NOTE: The number of rooms does not include porches, balconies, pantries, laundry rooms, halls, corridors, foyers, closets, yards, crawl spaces, storage areas, parking spaces, or stairs which are part of a Unit, if any.

\* = Kitchen, living room, study, two bedrooms.

\*\* = Kitchen, living room, study, two bedrooms.

\*\*\* = Kitchen, living room, dining room, two bedrooms.

#### IMMEDIATE COMMON AREA ACCESS:

Unit 1 has immediate access to common area front steps via the living room door to the Unit on the first floor. In addition, Unit 1 has immediate access to an external, exclusive use, common area, rear stairway for Unit #1 from a hall off the study of Unit #1 on the first floor. Unit 1 has immediate access to the common area section of the Garden Level/Basement via a door on the southwesterly side of the family room.

Unit 2 has immediate access to the common area front staircase via the living room door to the Unit on the second floor, and exiting to the common area front porch.

Unit 3 has immediate access to the common area front staircase/landing on the second floor from the Unit #3 door on the second floor.

#### EXCLUSIVE EASEMENTS AND RIGHTS OF USE

1. The Unit Owners and Trustees, together with any utility companies requiring such access,

shall have the easement and right to enter the various areas in the Basement of the Building for the purpose of accessing heating and hot water equipment for the various Units and utilities which may service the Building or the Units. Further, the Unit Owners and Trustees, shall have the easement and right to pass and repass over any stairway which is considered a part of any Unit, or stairway or roof area which is the subject of any exclusive easement and right of use in favor of any Unit Owner in the event any emergency shall necessitate such passage and to access any drains.

2. The Owners of Units 1, 2, and 3 shall each have the exclusive easement and right to use the storage areas, appurtenant to each Unit, respectively, as designated for the exclusive use of such Unit as shown on the Plans of the Condominium filed herewith. The yard area shall be common among all the unit owners, and the maintenance, upkeep, and repair of the yard area shall be a common expense.

3. The Owners of Units 2 and 3 shall each have the exclusive easement and right to use one parking area and the Owners of Unit 1 shall have the exclusive easement and right to use two parking areas, all as shown on the Plans of the Condominium filed herewith. No parking shall be made by any Unit Owner on the common area driveway except for temporary deliveries and the like as regulated by the Condominium Trustees from time to time. Such Unit Owners may freely rent or lease such parking areas but only to other Owners, tenants or occupants of the Condominium. Such Unit Owners may also convey their respective exclusive easement and right to use the parking area but only to another Unit Owner. All maintenance and repairs to the driveway and parking areas shall be a common expense.

4. The Owners of Unit 3 shall have the right at any time and from time to time, to install additional skylights and associated flashing (collectively, the "Additional Skylights") on any part or all of the roof, including making openings in and through the common areas as necessary therefor, without the further consent of the Unit Owners or Trustees, but subject to the following terms and conditions:

(a) All such installation shall be completed at the sole cost and expense of the Owners of Unit 3, and the Owners of Unit 3 shall have the sole responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to the Additional Skylights.

(b) The Owners of Unit 3 shall be solely responsible for the cost and repair of any damage caused to the roof, any other common areas and/or any Unit which is attributable to the installation of the Additional Skylights, and all costs associated with the same shall be borne by said Unit Owners.

(c) The Owners of Unit 3 shall obtain all necessary permits and approvals from the City of Somerville if required and comply with all City, County and/or State laws, codes, and rules and regulations regarding any construction which, under the provisions of this subsection 4 such Unit Owners are permitted to perform, including but not limited to those administered by the Somerville Building Department and applicable Zoning and Building Ordinances.

(d) All such renovations shall be performed in a workmanlike manner by a licensed contractor with materials and workmanship of the kind appropriate and required to maintain the architectural integrity of the building.

(e) Said Unit Owners shall indemnify and hold the Condominium Trust and all Unit Owners harmless from any and against all damage to the common areas and/or any Unit(s) as a result of such renovations, said indemnification to be in a form satisfactory to the Trustees.

The provisions of this subsection 4 shall at all times take precedence over any other provision of this Master Deed and of the Condominium Trust. No amendment or modification of the Master Deed or of the Condominium Trust or the Bylaws or the Rules and Regulations thereto shall affect or interfere with the rights and easements held by the Owners of Unit 3 as set forth in this subsection 4 without the prior written consent of the Owners of said Unit 3, being obtained in each instance.

5. The owners of Unit #1 shall have an exclusive easement and right to use the rear, external stairway off of the first floor hall near the study, as shown on the site and floor plans.

**MAINTENANCE AND REPAIR OF EXCLUSIVE EASEMENTS AND RIGHTS OF USE:**

Those common areas and facilities of the Condominium described hereinbefore, subject to exclusive easements and rights of use appurtenant to the Units, if any, as such may be designated in Exhibit C hereto shall be maintained in good repair by, and at the sole expense of the Unit Owner benefiting from such exclusive easement and right of use or lease (who shall also reimburse the Trust for the cost of any repairs or damage thereto caused or permitted by such Unit Owner's negligence, misuse, or neglect). If the Owner of any such Unit shall fail or neglect so to maintain any such areas, the Trustees may do so and charge such Unit Owner for the costs thereof, and such Unit Owner shall be liable therefore. This provision may not be amended without unanimous approval of all unit owners.

**DOCUMENT 01693313**

Southern Middlesex LAND COURT  
REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Mar 04, 2015 at 03:08P

Document Fee: 125.00  
Receipt Total: \$575.00

NEW: CERT C 1052 BK 00040 PG 33

OLD: CERT 255119 BK 1442 PG 128

# Memoranda Of Encumbrances

**Cert No: 255119,C1052**

**Book/Page: 01442/128**

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**Cert No** 255119  
**Document Number** 1496557  
**Kind** MORTGAGE  
**In Favor of** WELLS FARGO BANK NA  
**Date of Instr** 03/16/2009  
**Terms** \$217,000.  
**Date of Reg** 04/02/2009  
**Time of Reg** 3:06PM

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**Cert No** 255119  
**Document Number** 1655028  
**Kind** CERTIFICATE  
**In Favor of** 31-33 CLYDE STREET LLC  
**Date of Instr** 09/04/2013  
**Terms** See Document  
**Date of Reg** 09/30/2013  
**Time of Reg** 12:45PM

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**Cert No** 255119  
**Document Number** 1655029  
**Kind** MORTGAGE  
**In Favor of** EAST CAMBRIDGE SAVINGS BANK  
**Date of Instr** 09/30/2013  
**Terms** \$783,437.  
**Date of Reg** 09/30/2013  
**Time of Reg** 12:45PM

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**Cert No** 255119  
**Document Number** 1655030

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**Kind** ASSIGNMENT  
**In Favor of** EAST CAMBRIDGE SAVINGS BANK  
**Date of Instr** 09/30/2013  
**Terms** Rents &c. Mortgage 1655029.  
**Date of Reg** 09/30/2013  
**Time of Reg** 12:45PM

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**Cert No** 255119  
**Document Number** 1657635  
**Kind** DISCHARGE  
**In Favor of**  
**Date of Instr** 10/17/2013  
**Terms** MTG 1496557  
**Date of Reg** 10/28/2013  
**Time of Reg** 3:27PM

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**Cert No** 255119  
**Document Number** 1669536  
**Kind** DECISION  
**In Favor of** SOMERVILLE CITY APPEALS  
**Date of Instr**  
**Terms** SEE DOC  
**Date of Reg** 04/25/2014  
**Time of Reg** 3:31PM

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**Cert No** 255119  
**Document Number** 1693312  
**Kind** CERTIFICATE  
**In Favor of** 31-33 CLYDE STREET LLC  
**Date of Instr** 02/18/2015  
**Terms** See Document  
**Date of Reg** 03/04/2015  
**Time of Reg** 3:08PM

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**Cert No** 255119  
**Document Number** 1693313

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**Kind** MASTER DEED  
**In Favor of** 31-33 CLYDE STREET LLC  
**Date of Instr** 02/20/2015  
**Terms** CH183A, CANCELLED. See Master Certificate #C1052, Book 40, Page 33  
**Date of Reg** 03/04/2015  
**Time of Reg** 3:08PM

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**Cert No**  
**Document**  
**Number**  
**Kind**  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg**  
**Time of Reg**

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