Master Deed Of The 65 Newbury Street Condominium

We, James N. Kontos and Leonardos Milas, a/k/a Louis Milas, of Middlesex County, Massachusetts, as Trustees of Steno Realty Trust, under a Declaration of Trust dated October 23, 1997, recorded with the Middlesex South District Registry of Deeds at Book 27796, Page 269 (hereinafter referred to as the "Seller"), being the owner of the land at 65 Newbury Street, Somerville, Middlesex County, Massachusetts, described in Paragraph 1 below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, do hereby state that we propose to create, and do hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A, and do hereby declare and provide as follows:

1, Description of Land.

The Premises which constitute the Condominium consist of the land (hereinafter referred to as the "Land") together with the building and all other improvements thereon situated at and now numbered 65 Newbury Street, Somerville, Middlesex County, Massachusetts, and the Land being described in Exhibit A annexed hereto and made a part hereof.

2. Description of Building.

There is one building containing two units (hereinafter referred to as "the Building") and one garage located on the Land above described: 65 Newbury Street, Somerville, Middlesex County, Massachusetts as more fully described in Exhibit B attached hereto and made a part hereof.

3. Description of Units.

The designation of each Condominium unit (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit C annexed hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the subflooring.
- (b) Ceilings: The plane of the lower surface of the ceiling joists and, in the attic areas, the lower surface of the roof rafters.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit, or, if there are no wall studs, the plane of the interior surface of the masonry walls.

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- (d) Doors: The exterior finished surface of the doors.
- (e) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit, or, if there are no wall studs, the plane of the interior surface of the masonry walls; and as to windows, the exterior surface of the glass and the interior frame of the windows.
- 4. Description of 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 Building other than the Units, and include, without limitation, the following:

- (a) The Land above described, 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 foundation, structural columns, girders, beams, supports, exterior walls, roof, and common walls within the Building.
- (c) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit).
- (d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of; utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (e) The parking lot at the Building, if any, provided, however, that certain of the Unit Owners shall have a license for the exclusive use of one or more parking spaces, as described in the Unit Deeds at the time of sale of each Unit (hereinafter the "Parking Space(s)"), the location of which shall be designated from time to time by the Trustees of 65 Newbury Street Condominium Trust. A car parked in a Parking Space shall be entirely contained within the Parking Space. Parking Spaces shall not be enclosed and may be used solely for the parking of motor vehicles. The responsibility to maintain, repair, replace, mark, and plow the Parking Spaces shall be that of the Trustees of the 65 Newbury Street Condominium Trust.
- (f) Each Unit Owner shall own and have the exclusive use of the porch or porches extending from the exterior wall of his Unit, as described in the Unit Deeds, subject to the rights of other Unit Owners to use said balcony or balconies as an alternate means of egress in the case of fire.
- (g) The yards, lawns, gardens, roads, walkways and the improvements thereon and thereof, including walls, railings, lighting fixtures and planters.
 - (h) Such additional common areas and facilities as may be defined in Chapter 183A.

5. Plans

Simultaneously with the recording hereof, there has been recorded with Middlesex County South Registry of Deeds a set of plans of the Building, consisting of two(2) sheets as follows:

Sheet 1: "Site Plan, Unit #1 & #2, 65 Newbury Street, Somerville, Massachusetts", prepared by Julia E. Smith, Registered Architect, Buck, Smith & McAvoy Architects, Inc., 300 Summer Street, Boston, MA, dated June 23, 2000.

Sheet 2: "A-1, #65 Newbury Street, A Condominium, Somerville, Massachusetts", prepared by Julia E. Smith, Registered Architect, Buck, Smith & McAvoy Architects, Inc., 300 Summer Street, Boston, MA, dated June 20, 2000.

Said plans show the layout, location, Unit numbers and dimensions of the Units, and stating the name of the Building, and bearing the verified statement of Julia E. Smith, Registered Architect, certifying that the plans fully and accurately depict the layout, location, Unit numbers, Building designation and dimensions of the Units as built.

6. Use of Building and Units.

The Units are intended only for residential purposes. No other use may be made of any Unit without the prior written consent of the Trustees of the 65 Newbury Street Condominium Trust, which trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connection with such purpose.

7. Amendment of Master Deed.

This Deed may be amended by vote of at least two-thirds (2/3) in beneficial interest of all Unit Owners, case in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by two-thirds (2/3) in beneficial interest of all Unit Owners.

8. Name of Condominium.

The Condominium is to be known as "65 Newbury Street Condominium". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A under the Declaration of Trust of even date recorded herewith. The name of the trust is "65 Newbury Street Condominium Trust". The names of the initial Trustees of the Trust are:

James N. Kontos 15 Amelia Drive Waltham, MA 02452 Leonardos Milas, a/k/a Louis Milas 135 Lake Street Arlington, MA 02474

The mailing address of the Condominium is as follows:

65 Newbury Street Condominium Trust c/o James N. Kontos 15 Amelia Drive Waltham, Massachusetts 02452

The Declaration of Trust contains By-Laws enacted pursuant to said Chapter 183A. The terms "Trustee" or "Trustees" as used herein shall be deemed to include successors in Trust of the original Trustee and to mean the Trustee for the time being under the Trust.

9. Determination of Percentages in Common Elements.

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 of the Units on this date, and have been set forth in as fifty percent (50%) interest for each Unit.

10. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, 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 Elements, or (c) as a result of repair or restoration of the Building or a 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 such Building stands.

11. Easements, Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees 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.

Notwithstanding anything contained in this Master Deed or the Declaration of Trust to the contrary, Seller reserves to itself, its successors and assigns for so long as Seller, its successors or assigns holds title to any Unit, the following rights and easements:

- (a) The rights to pass and repass over all of the Condominium, and any or all improvements located thereon, in order to take such action as Seller deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium, whether or not any additional improvements are to be constructed thereon pursuant to the provisions of this Master Deed. Seller's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.
- (b) The rights to connect with, make use of, maintain, repair and replace any and all utility lines, pipes, conduits, sewers and drainage lines which may from time to time be located in, and upon or under the Condominium, in order to take such action as Seller deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium.
- (c) The right, without the consent of any Unit Owner or any holder of a mortgage on a Unit, to amend this Master Deed be recording with the Registry an Amendment to the master Deed in the form and substance similar to this Master Deed (which may incorporate by reference all or part of this Master Deed) with only such changes as are necessary or desirable: (i) to exercise Seller's rights as set forth in this Master Deed; and (ii) to satisfy the provisions of this Master Deed and prior restrictions of record.
- (d) The right to use any Unit owned by Seller as a model for display, for purposes of sale or leasing of Units, and to transact any other business on the Condominium to achieve the foregoing.

The rights and easements referred to in (a) through (d) above in this paragraph 11 may be freely sold, granted, assigned, mortgaged or otherwise transferred by the Seller, by deed, mortgage, or other written instrument. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit, by, through or under a Unit Owner, including, without limitation, all holders of mortgages on Units shall be subject to and bound by the provisions of (a) through (d) above in this paragraph 11.

The rights and easements reserved by Seller by the provisions of (a) through (d) above in this paragraph 11 shall be in addition to and not in limitation of, the rights and easements reserved by Seller in other sections of this Master Deed.

12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be

amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, 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 the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

13. Sale, Rental and Mortgaging of Units.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights, as owner of unsold Units, as any other Unit Owner.

14. Invalidity,

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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 the 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 provision hereof.

17. Conflicts.

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.

18. Chapter 183A.

The Units and Common Areas and Facilities, and the Unit Owners and Trustee(s), shall have the benefit of and be subject to the provisions of Massachusetts General Laws Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto, which are specifically made retroactive in application. In all respects not specified in this Master Deed or in the Declaration of Trust of the Condominium, and the Bylaws set forth therein, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

19. Duration.

The Condominium hereby created shall terminate only upon the removal of same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in said Chapter, or any successor to such section.

20. Assignment of Rights of Seller.

Seller, by deed or by separate direct collateral assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Trust, at any time and from time to time, to any person, trust or entity, as may be determined by Seller in its sole discretion.

WITNESS the execution hereof, under seal, this day of day of 2000.

By: James N. Kontos,

Trustee of Steno Realty Trust and not Individually

By: Leonardos Milas, a/k/a Louis Milas, Trustee of Steno Realty Trust

and not Individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.	Tyly 6, 2000	
Then personally appeared the above-named James N. Kontos, Trustee of Steno Realty Trust and acknowledged the foregoing instrument to be his free act and deed before me		
My commission expires: 3/24/06	-Notary Public	
COMMONWEALTH OF MASSACHUSETTS		
Middlesex, ss.	July 6 , 2000	
Then personally appeared the above-named Leonardos Milas, a/k/a Louis Milas, Trustee of Steno Realty Trust and acknowledged the foregoing instrument to be his free act and deed before me		
My commission expires: 3/24/06	Man Pullin	
wy commission expires. //c. ////	-Notary Public	

EXHIBIT A

The land with the buildings thereon situated in said Somerville, being Lot No. 40 on "Plan of Land in Somerville belonging to Henry Holton et als" drawn by Barbour and Hodges, Surveyors, recorded with Middlesex South District Deeds, Book of Plans 21, Plan 13, bounded and described all according to said plan, as follows:

SOUTHWESTERLY

by Newbury Street, forty (40) feet;

SOUTHWESTERLY

by Lot No. 42, ninety-eight and 56/100 (98.56) feet;

NORTHWESTERLY

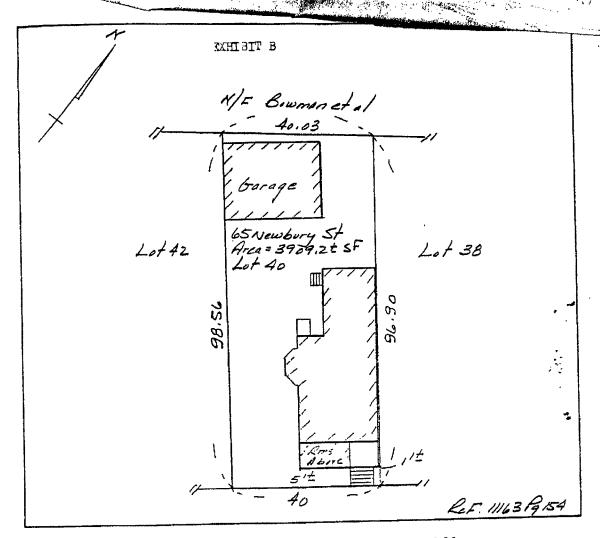
by land now or formerly of Bowman et al, forty and

3/100 (40.03) feet; and

NORTHEASTERLY

by Lot No. 38, ninety-six and 90/100 (96.90) feet

Being the same premises conveyed by Louis Milas and James N. Kontos to Steno Realty Trust by Deed dated April 27, 2000 and recorded with the Middlesex South District Registry of Deeds on May 4, 2000 as instrument number 54.



DEF

MORTGAGE INSPECTION PLAN SOMERVILLE, MASS.

INSEEd

FRAME

Scale 1" = 20'

I certify that the building shown on this plan is located on the ground as shown, conformed to zoning regulations when constructed and that this property is not in the Special Flood Hazard Area as shown on the FEMA flood insurance map.



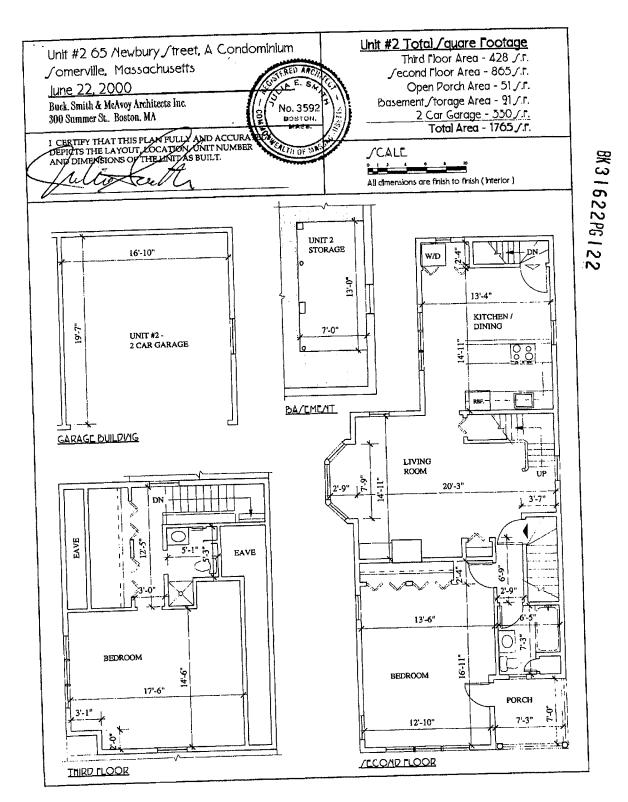
NOTES

- 1. This plan was prepared under procedural and technical standards for mortgage loan inspections and use for any other purpose is prohibited.
- 2. Property lines were not established by mechanical property survey and no guarantees are made as to title or ownership lines, and offsets should not be used to determine property lines.
- 3. Plan drawn for mortgage purposes only.

Paul E. Pronovost P.E. P.L.S. 5 Juniper Lane Medfield, MA 02052

FIR/T FLOOR

BA/EME/IT



()) ())

M.J.



Recorded: 07/25/2003 Document: 00000705 Page: 1 of 2

AMENDMENT TO MASTER DEED OF THE 65 NEWBURY STREET CONDOMINIUM

The undersigned, being all of the Unit Owners and holders of 100% of the beneficial interest in the common areas and facilities of the 65 Newbury Street Condominium, created by Master Deed dated July 6, 2000 and recorded with the Middlesex South Registry of Deeds, Book 3716, Page 10; and being all of the Trustees of the 65 Newbury Street Condominium Trust, u/d/t dated July 6, 2000, recorded with said Deeds, Book 3736, Page 20, hereby amend the Master Deed of the 65 Newbury Street Condominium as follows:

- 1. Paragraph 4.(e) of the Master Deed is hereby deleted in its entirety and the following Paragraph 4.(e) is substituted therefor:
- The Owner of Unit 2 shall have the exclusive easement and right to use that portion of the Garage Building Designated "Unit No. 2 - Two Car Garage" as shown on the Plans of the Condominium recorded with said Master Deed for the purpose of parking two passenger automobiles. The Owner of Unit 1 shall have the exclusive easement and right to use that portion of the Garage Building designated "Unit No. 1 Storage". The Owner of Unit 1 shall have the exclusive easement and right to park, in tandem, two passenger cars in the common area driveway in an area adjacent to the Unit 1 Storage Area in the Garage Building. The tandem spaces shall be designated "1 Parking Space - Unit No. 1" as shown on the Site Plan recorded with said Master Deed, and "1 Compact Parking Space - Unit No. The location of the "compact" parking space for Unit 1, shown on the Site Plan of the Condominium recorded with said Master Deed is hereby revised and relocated to be consistent with this Amendment. The tandem parking of cars in this area shall not obstruct the access of the Owner of Unit 2 to the parking spaces located in the Garage for which the Owner of Unit 2 has the exclusive right of use.

The maintenance, repair, replacement or plowing of the Garage Building and any exterior driveway and parking spaces shall be a common expense.

The Unit Owners having the benefit of the exclusive easements and rights to use parking spaces, may assign exclusive easements and rights to use such parking spaces only to Unit Owners of the 65 Newbury Street Condominium. Such easement and

right of use shall be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit, provided, however, that notwithstanding the foregoing, a Unit Owner may convey such Owner's exclusive easement and right of use to another Unit Owner of the 65 Newbury Street Condominium, the effect of which shall be that at all times the exclusive easement and right to use said parking spaces or parking areas shall be held by Unit Owners of the 65 Newbury Street Condominium; further, no Unit Owner may lease such Owner's exclusive easement and right to use such parking space(s) or parking area(s) unless such lease is to another Unit Owner of the 65 Newbury Street Condominium, or to a tenant occupying any such Unit or part thereof."

In all other respects the Master Deed is hereby ratified and confirmed.

WITNESS our hands and seals this <u>14</u> day of <u>time</u>, 2003.

Catlenia A fife

Owner(s) - Unit 2

65 NEWBURY ST SOMERVILLE MA 02144

COMMONWEALTH OF MASSACHUSETTS

June 24, 2003

Then personally appeared the above-named Catherine Silfrey and Saul Simsmore: known to me and acknowledged the foregoing instrument to be his/her/their free act and deed, before me.

Sail a Faller

My Commission Expires: 3/8/n5

[I:condo/65 newbury.md amendment]

Bk: 50014 Pg: 474

Ark



Bk: 50014 Pg: 474 Doc: AMEND Page: 1 of 4 08/28/2007 03:02 PM

THE 65 NEWBURY STREET CONDOMINIUM

AMENDMENT TO MASTER DEED

This Amendment to the Master Deed of The 65 Newbury Street Condominium, dated July 6, 2000 and recorded at the Middlesex South County Registry of Deeds at Book 31622 Page 111, as amended of record, (hereinafter "Condominium") is made by the undersigned Unit Owners of said Condominium representing 100% of the beneficial interest therein and acknowledged by the Trustees of The 65 Newbury Street Condominium Trust u/d/t recorded with said Master Deed (hereinafter "Condominium Trust").

WHEREAS, Section 7 of the Master Deed permits amendments which are approved in writing by the Unit Owners representing at least 2/3 of the beneficial interest in the Condominium; and

WHEREAS, the undersigned represents the owners of 100 % of the beneficial interest in said Condominium as well as the Trustees of the Condominium Trust;

NOW THEREFORE, the undersigned, acting pursuant to the powers granted in Section 11 of said Master Deed hereby amends the Master Deed to comply with the requirements of M.G.L. ch. 183A, Section 8, as follows:

- 1. Replace Exhibits B and C to Master Deed with the attached Exhibit B.

 Any reference to Exhibit B or C in Master Deed shall now reference the attached Exhibit B as there is no Exhibit C to the Master Deed.
- 2. Add the attached Site Plan to the Master Deed.
- 3. Replace Section 7 on the Master Deed in its entirety with the following:

7. Amendment to Master Deed.

This Master Deed may be amended by an instrument in writing (a) signed by one or more Owners of Units at the time entitled to one hundred percent (100%) or more in the aggregate of the undivided interest in the Common Elements; (b) signed and acknowledged by all of the Condominium Trustees then in office; and (c) duly recorded with the Middlesex South County Registry of Deeds.

Except as herein modified, all of the terms and provisions of the Master Deed are hereby ratified and affirmed.

Emanuel John Markis, Esq. 43 Thorndike Street 3rd Floor Cambridge, MA 02141-1764 Jan # 931 of 2007

Bk: 50014 Pg: 475

Executed this ²²th day of August, 2007

Unit #1 Own

. Unit #2 Owner

COMMONWEALTH OF MASSACHUSETTS

buffolk, ss:

August 22

, 2007

Before me, the undersigned notary public, personally appeared the above-named

And proved to me through satisfactory evidence of identification, which was HA druin be the person whose name is signed on the preceding document, and acknowledged to me that signed it voluntarily for that purpose

JOAN D. OWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 17, 2009

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Mdelles, ss:

August 22, 2007

Before me, the undersigned notary public, personally appeared the above-named Jaul Medica And proved to me through satisfactory evidence of identification, which was Medica , to be the person whose name is signed on the preceding document, and acknowledged to me that signed it voluntarily for that purpose

DEBORAH J. LEWIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2012

Notary Public

My commission expires:

AUG.24'2007 12:15 617 2420620

Bk: 50014 Pg: 476

#4938 P.008

Joshua Mendelsohn, Unit #2 Owner

COMMONWEALTH OF MASSACHUSETTS

, so: County of Middlesex

August 24, 2007

Before me, the undersigned notary public, personally appeared the above-named Sobhual herdelschip. And proved to me through satisfactory evidence of identification, which was MADiversivence, to be the person whose name is signed on the preceding document, and acknowledged to me that We signed it voluntarily for that purpose

Notary Public

My commission expires:

SHANNON E. MACLENNAN
NOTOTY Public
COMMONWEALTH OF MASSACHUSETTS

My Commission Expires June 07, 2013

Bk: 50014 Pg: 477

EXHIBIT B TO MASTER DEED OF THE 65 NEWBURY STREET CONDOMINIUM

Unit Number 1	Square Footage	% of Beneficial Interest
1	780	35%
2	1293	65%

Unit #1 is on the first floor and consists of 2 bedrooms, living room, kitchen/dining room and one bathroom, and the immediate common area to which it has access is hallway and rear basement stairs.

Unit #2 is on the second and third floor and consists of two bedrooms, kitchen/dining room, and two bathrooms and the immediate common area to which it has access to is the hallway and rear stairway. Unit #2 has the exclusive use of the open porch area on the second floor.

Altest Middlesex S. Register



UNIT DEED

Page: 1 of 3 11/24/2010 12:06 PM

GRANTOR:

Catherine A. Pilfrey, of Somerville, Middlesex County.

Massachusetts

GRANTEE:

Alexander Solomita, of 65 Newbury Street, #1, Somerville,

Middlesex County, Massachusetts

UNIT: 1

PERCENTAGE INTEREST: 35%

CONSIDERATION:

\$350,000.00

PROPERTY AND POST OFFICE ADDRESS:

65 Newbury Street, #1, Somerville,

GRANTOR, the owner of the UNIT described above in the 65 Newbury Street Condominium, created by Master Deed dated July 6, 2000, and recorded with the Middlesex South District Registry of Deeds in Book 31622, Page 111, as amended by Amendment to Master Deed dated June 24, 2003, recorded with said Registry in Book 40130, Page 219, as further amended by Amendment to Master Deed, dated August 22, 2007, recorded with said Registry in Book 50014, Page 474, as such may further be amended by instruments of record, in accordance with the provisions of M.G.L. Chapter 183A, for the CONSIDERATION paid as stated above, hereby grants the said UNIT to the GRANTEE with QUITCLAIM COVENANTS.

The UNIT is laid out as shown on a plan recorded with the said Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Chapter 183A, Section 9.

The UNIT is conveyed together with the above-listed PERCENTAGE INTEREST (a) in the common areas and facilities of the 65 Newbury Street Condominium as described in the Master Deed, (b) in the 65 Newbury Street Condominium Trust, recorded with said Master Deed in said Registry of Deeds, as such may be amended by instruments of record, and with the exclusive rights and easements as described in said Master Deed; and (c) the exclusive right of one full-size outdoor parking space and one compact

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Fee: \$1,586.00 Cons: \$350,000.00

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outdoor parking space in accordance with the Amendment to Master Deed recorded with said Registry in Book 40130, Page 219; and (d) the exclusive right to use the storage area in the garage, as shown on the Site Plan recorded as Plan No. 772 of 2000, in Plan Book 31622, Page 109.

The GRANTEE acquires the UNIT with the benefit of, and subject to, the provisions of M.G.L. Chapter 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed and the Condominium Trust referred to above as the same maybe amended, and any by-laws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not yet due and payable.

The Unit is to be used for residential purposes and for no other purpose except as may be expressly permitted by the Trustees in accordance with the provisions of the 65 Newbury Street Condominium Trust and in accordance with the zoning ordinance of the City of Somerville.

Meaning and intending to convey and hereby conveying the premises conveyed to GRANTOR by deed recorded with Middlesex South Registry of Deeds on December 10, 2002 in Book 37318, Page 306.

WITNESS my hand and seal this 19 day of November, 2010.

Catherine A. Pilfrey

COMMONWEALTH OF MASSACHUSETTS,

On this 9 day of 00/em be , 2010, before me, the undersigned notary public, personally appeared Catherine A. Pilfrey, proved to me through satisfactory evidence of identification, which was 10 L 5 88 1871 60, to be the person whose

name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public: My Commission Expires:

[deeds/65NewburyU1]



Bk: 53894 Pg: 167 Page: 1 of 2 11/24/2009 12:54 PM

CONDOMINIUM UNIT DEED

GRANTOR:

MICHELLE L. DOUGHERTY OF SOMERVILLE, MA

FOR CONSIDERATION PAID OF FOUR HUNDRED SIXTY THOUSAND (\$460.000.00)

DOLLARS

GRANTS TO:

JOHN F. WEDOFF AND SHOSHANA R. GOURDIN, HUSBAND AND

WIFE, TENANTS BY THE ENTIRETY OF UNIT 2, 65 NEWBURY ST,

SOMERVILLE, MA 02144

WITH QUITCLAIM COVENANTS

UNIT NO. 2 IN THE 65 NEWBURY STREET CONDOMINIUM, CREATED BY MASTER DEED DATED JULY 6, 2000, RECORDED WITH THE MIDDLESEX COUNTY SOUTH DISTRICT REGISTRY OF DEEDS IN BOOK 31622, PAGE 111.

THE POST OFFICE ADDRESS OF THE UNIT IS: UNIT 2, 65 NEWBURY ST. SOMERVILLE MA 02144

THE UNIT CONVEYED IS AS SHOWN ON A PLAN RECORDED WITH THE FIRST UNIT DEED. WHICH PLAN IS A COPY OF A PORTION OF THE PLANS RECORDED WITH SAID MASTER DEED AND TO WHICH IS AFFIXED A VERIFIED STATEMENT IN THE FORM REQUIRED BY MASSACHUSETTS GENERAL LAWS, CHAPTER 183A. SECTION 9.

THE UNIT IS CONVEYED TOGETHER WITH AN UNDIVIDED 65% PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES AND THE SAME PERCENTAGE INTEREST IN THE ORGANIZATION OF UNIT OWNERS KNOWN AS THE 65 NEWBURY STREET CONDOMINIUM TRUST UNDER DECLARATION OF TRUST DATED JULY 6. 2000, RECORDED WITH SAID MASTER DEED.

THE UNIT IS CONVEYED SUBJECT TO, AND WITH THE BENEFIT OF, THE OBLIGATIONS RESTRICTIONS, RIGHTS AND LIABILITIES CONTAINED IN MASSACHUSETTS GENERAL LAWS, CHAPTER 183A, AS AMENDED, THE MASTER DEED, AND THE BY-LAWS OF SAID CONDOMINIUM TRUST.

THE UNIT IS TO BE USED ONLY FOR RESIDENTIAL PURPOSES AND SUCH OTHER PURPOSES AS ARE SPECIFICALLY SET FORTH IN THE MASTER DEED.

BEING THE SAME PREMISES CONVEYED TO GRANTOR BY DEED DATED AUGUST 28, 2007, RECORDED IN SAID REGISTRY IN BOOK 50014, PAGE 586.

> MA\$SACHUSETTS EXCISE TAX Southern Middlesex District ROD # 001

e: 11/24/2009 12/54 i

132628 14293 Doc# Q022<u>7155</u>

\$2,007.60 Cons: \$480,000.00

Oill Devine 1 W Brandriw Rra. Ly M184

WITNESS MY HAND AND SEAL THIS 23 DAY OF NOVEMBER, 2009.

MICHELLE L. DOUGHERTY

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 13 day of November 2009, before ME, the undersigned notary public, personally appeared Michelle L. Dougherty, proved to ME through satisfactory evidence of identification, which were MASS Driver Items & To be the person whose

NAME IS SIGNED ON THE PRECEDING OR ATTACHED DOCUMENT, AND
ACKNOWLEDGED TO ME SHE SIGNED IT VOLUNTARILY FOR ITS STATED
PURPOSE.

NOTARY PUBLIC:

MY COMMISSION EXPIRES