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96 OSSIPPEE ROAD CONDOMINIUM MASTER DEED

This Master Deed of the 96 OSSIPPEE ROAD CONDOMINIUM is made as of the 19th day of November 2013.

WITNESS that KTA Construction LLC, a Massachusetts limited liability company with an address of 4 Gemma Drive, Peabody, MA (the "**Declarant**"), being the Owner of certain premises situated at 96 Ossipee Road, Somerville, Middlesex County, Massachusetts, hereinafter further described on Exhibit A, attached hereto and incorporated herein, by duly executing and recording this Master Deed, does hereby submit said premises to the provision of The Condominium Act of the Commonwealth of Massachusetts, Chapter 183A of the General Laws (hereinafter the "**Condominium Law**"). This Master Deed creates a Condominium to be governed by and subject to the provisions of said M.G.L. c. 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the 96 Ossipee Road Condominium. The premises that constitute the condominium are comprised of the land (the "**Property**"), which is more fully described in Exhibit A attached hereto and incorporated herein and subject to the matters of record listed on Exhibit A, and all improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "**Condominium**") all of which are shown on a set of plans entitled "96 Ossipee Road Condominium Site Plan", 96 Ossipee Road, Somerville, MA, prepared for KTA Construction LLC and dated November 12, 2013, (the "Condominium Site Plan") and "Floor Plans, for Unit 1 and Unit 2, 96 Ossipee Road Condominium", located at 96 Ossipee Road, Somerville, MA, dated November 12, 2013 and prepared for KTA Construction LLC (the "Condominium Floor Plan" together with the Condominium Site Plan the "**Condominium Plans**"), which are recorded herewith. The Condominium consists of two (2) living Units (the "**Units**") in one (1) building and a detached shed, which are described in Exhibit B, attached hereto and incorporated herein. The building, shed and all Units have access to Ossipee Road, as shown on the Condominium Plans, which plans also show the layout, location, unit numbers and dimensions of the Condominium and the Units. Said Condominium is submitted to the provisions of M.G.L. c.183A.

Plan # 910 - 2013

2. DEFINITIONS

All terms and expressions herein used which are defined in M.G.L. c. 183A as amended, shall have the same meanings unless the context otherwise requires. "**Exclusive Use Area**" is included in the term Common Area as defined in Section 11 hereof and is hereby defined as those portions of the Common Area for which the use thereof has been limited to the owner of a particular Unit (the "**Unit Owner**" or "**Unit Owners**") to the exclusion of the other Unit Owner not so entitled to use said portion of this Common Area. All such Common Areas reserved for the exclusive use of particular Unit Owners are listed, stated or mentioned in this Master Deed, the By-Laws (as defined below), Rules and Regulations (as defined below) (if any) with the Unit or Units entitled to the exclusive use thereof being particularly labeled or identified therewith and are shown on the Condominium Plans.

3. LEGAL ORGANIZATION

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the 96 Ossipee Road Condominium Trust, hereinafter referred to as the "Trust" under a Declaration of Trust of even date to be recorded herewith (the "Declaration of Trust"). The initial mailing address of the Trust is 4 Gemma Drive, Peabody, Massachusetts 01960. Each Unit Owner shall have an interest in the Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his or her Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee as of the date hereof of the Trust (hereinafter the "Trustee(s)") is as follows:

KTA Construction LLC, Trustee
96 Ossipee Road Condominium Trust
4 Gemma Drive
Peabody, Massachusetts 01960

The Condominium Trustee has enacted By-Laws, as provided for in the Trust, pursuant to and in accordance with the provisions of M.G.L. c. 183A.

4. DESCRIPTION OF BUILDINGS

The Condominium consists of one (1) two and one-half story wood framed structure (with a basement) (the "Building") containing two (2) Units, a single bituminous driveway with designated parking, a detached single story shed (the "Shed"), and walkways serving the Units. The Building has a stone foundation, wood frame, combination wood clapboard and cedar shake siding and an asphalt shingle roof. The Shed is constructed of wood.

5. DESIGNATION OF UNITS

The Units in said Building having access to Ossipee Road, as shown on the Condominium Plans and having such characteristics as are set forth in Exhibit C and the location of the same as is shown on the Condominium Plans. Unit Designation, Number of Rooms,

Square Footage and other descriptive information are described on the attached Exhibit C, and the location of the same as is shown on the Condominium Plans.

6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to use the Common Area in accordance with their intended use. The Owners of each Unit shall be entitled to an undivided interest in the Common Areas of the Condominium in the percentages set forth in the attached Exhibit C.

7. BOUNDARIES OF UNITS

Each Unit shall be a single family residential unit and to that end, the boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (a) Floor: The upper surface of the subflooring shall be considered entirely within the individual unit.
- (b) Ceiling: The plane of the lower surface of the roof rafters or floor joists, as applicable, shall be considered part of the individual Unit.
- (c) Interior Building/Walls between the Units: The plane of the interior surface of the wall studs facing each Unit shall be considered part of the individual Unit.
- (d) Exterior Building Walls, Doors, and Windows: The plane of the interior surface of the wall studs or, in case of a concrete wall, the interior surface of said concrete wall shall be considered part of the individual Unit. As to doors, each door at the entry points to the Unit and all interior doors and door frames shall be considered part of each Unit. Each Unit Owner shall be solely responsible to maintain all windows of that Unit. The window sill, the entire glass pane, and window frames shall be considered part of the Unit which it services. Meaning and intending that doors and windows, in their entirety, including frames, flashings, and other components are part of the Unit. Windows that service an Exclusive Use Area for a Unit, if any, shall be considered part of the Unit entitled to the exclusive use.
- (e) Mechanical Systems: Each Unit shall be defined to include all heating, water heating, plumbing, flues, HVAC, plumbing and electric fixtures, meters and conduits, and any other facility serving only such Unit, wherever located, whether within the Unit boundaries or on any part of the Common Area. Utilities located in the walls, floors or ceilings that service a single Unit shall be a part of such Unit. Each Unit shall be deemed to have an easement to the other Unit and the other Unit's Exclusive Use Area in the event such an easement should be necessary for servicing, maintenance or repair of the heating, water heating, plumbing, flues, meters and conduits and any other facility servicing only one Unit.

8. MODIFICATION OF UNITS

The Owner of any Unit may not, at any time, make any changes or modification to the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the Building or its services without approval of 100% of

the Unit Owners; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and, further, may at any time from time to time, change the use and designation of any room or space within such Unit, subject always to provision of the Master Deed, the Declaration of Trust and the provisions of the By-Laws, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City or Town in which the Condominium is located, if required, and pursuant to plans and specifications that have been submitted to and approved by the Board of Trustees of the Trust. Such approval shall not be unreasonably withheld or delayed. The exterior of the Building shall be considered Common Area and there shall be no change or alteration, structural or otherwise, in the roof, exterior color, siding, window design or color, and/or architectural design of either Unit without the approval of 100% of the Unit Owners. If 100% of the Unit Owners agree, which agreement must be in writing, the Unit Owners or any one of them may erect a fence separating the Common Areas that comprises the backyard. Said fenced in area or areas shall continue to be Common Areas after the erection of the fence. If such a fence were to be erected, the Unit Owners would be required to install an interior gate to allow access between the sections and permit a right of ingress/egress to be established, the same being required under the state's fire code. Such fence shall be maintained as Common Area.

9. RESTRICTION ON USE OF UNITS

Each Unit is intended to be used only for residential purposes by not more than one (1) family unit plus, in addition, a live-in nanny or care giver residing in the unit in order to provide care for any member of the family unit. No Unit may be used for any commercial use. An Owner may maintain a home office, provided such office may not be accessed by clients or members of the general public. Each residential Unit shall be occupied by no more than two persons over the age of eighteen per bedroom as a single-family residence. Notwithstanding any provisions of this paragraph to the contrary, the Declarant, its successors, assigns or affiliates, has the right to use any Unit owned or leased by it or any Common Area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any Unit space in the Condominium, it shall have the right to erect and maintain signs in and on the Common Areas of the Condominium.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws of the Trust and the Rules and Regulations of the Condominium, and shall have a minimum initial term of twelve (12) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Trustees who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but no less than thirty (30) days, as it, in its sole discretion, shall determine.

Each Unit Owner shall be entitled to keep two (2) animals, any single pet not to exceed fifty (50 lbs) pounds, and the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Trustees. If said pet causes or creates a nuisance, disturbance, or property damage, said pet shall be permanently removed from the property upon three (3) days' notice.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Trust and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Trustees of the Trust. Any Unit Owner found by a District or Superior Court or arbiter to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Trust shall be liable for all costs and the reasonable counsel fees incurred by the Trust in enforcing same.

The Trust also reserves the right and easement to enter onto the premises, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, Common Areas and to perform any obligations of the Trust required or permitted to be performed under this Declaration and/or the By-Laws of the Trust. Except in the case of emergency, the Unit Owner shall be provided with at least 24 hours notice to any such entry. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- (a) Membership in the Trust which shall be in the same percentage as an individual Unit Owner's beneficial interest in the Common Areas as set forth in Exhibit C. The percentage interest at the time of the creation of this Condominium is reflected on the attached Exhibit C. Any alteration to this percentage shall be based upon a change in the Unit's actual square footage that results in a change to the fair market value of such Unit and must be reflected in a duly authorized and recorded vote of the Trust. Such membership is not assignable or severable from the Ownership of such Unit.
- (b) All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the Common Areas, subject to and in accordance with the restriction, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Trust and the Rules and Regulations promulgated under the By-Laws.
- (c) Each Unit shall have appurtenant thereto, for each Unit's exclusive use, the right and easement to use certain parking spaces, storage area, staircases, porches and the other areas identified as Exclusive Use Areas (classified as Limited Common Area for the purposes hereof) on the Condominium Plans. Said right and easement shall not be transferred, leased or otherwise disposed separately from a Unit and any attempted transfer shall be void and of no force or effect. Said right and easement is not assignable or severable from the Ownership of such unit. Each Unit shall be deemed to have an easement to the other Unit's Exclusive Use Area in the event such an easement should be necessary for access to or egress from any facility servicing only one Unit.

11. COMMON AREAS

- (a) Description: Except for the Units, the Common Areas of the Condominium comprise and consist of the entire Property, as described in the attached Exhibit

A, as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to herein and Common Areas shown on the Condominium Plans annexed hereto and shall specifically include without limitation (i) the foundations, structural columns, girders, beams, supports, exterior walls and siding, the party wall, sub-flooring, interior floor joists and ceiling joists, including all studding of the common walls, ceilings or floors, as the case may be, between the Units of the Building and the Common Areas, and of the Shed; (ii) the roof of the Building and the Shed, including shingles and flashing; (iii) all common sewer, water and electric lines, flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities, if any, not located within a Unit, BUT NOT INCLUDING the lighting, heating, plumbing and other fixtures, wherever located, and kitchen and bathroom cabinets located solely within said Unit, or within the adjacent walls, and serving the same Unit exclusively; (iv) all such facilities contained within any Unit that serves parts of the Condominium other than the Unit within which such facilities are contained; (v) the railings, steps, and exterior lighting fixtures; (vi) the master television antenna systems and other facilities thereof, if any; (vii) driveways, walkways, front and back yard areas, including any landscaping or plantings, and any fencing; and (viii) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described.

Notwithstanding anything to the contrary herein contained, the Common Areas are subject to such exclusive rights, easements and limitations on use contained in other portions of this Declaration or as may hereafter be established pursuant to the provision of this Declaration.

- (b) Limited Common Areas: The Limited Common Areas identified as the Exclusive Use Areas shall be the parking spaces, porches, decks, stairs and storage areas as shown on the Condominium Plans. All exterior areas not identified as Exclusive Use Area on the Condominium Plans shall be open to all Unit Owners.

12. EASEMENT AND ENCROACHMENTS; UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the Common Areas, or if any portion of the Common Areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance of the same, shall exist so long as the Building stands. Similarly, to the extent any utilities, wiring, plumbing, pipes, venting or other features that service one Unit but are contained within or require access through the other unit, a valid easement of the encroachment and for the maintenance of the same, shall exist so long as the Building stands.

13. COMMON ELEMENTS DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the Common Areas has been made upon the basis of the fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least one of the Units, this Master Deed may be amended by an instrument in writing signed by the Declarant which shall constitute written consent of the Unit Owners, and approved by the written consent of all of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of the Unit Owner. Thereafter, this Master Deed may be amended subject to the restrictions of M.G.L. c. 183A and, except as provided otherwise in this instrument or the By-Laws of the Trust, by an instrument in writing signed by one hundred (100%) percent of the Trustees and one hundred (100%) percent in interest of the Unit Owners and written consent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Unit owned by it. If an amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective until recorded with the South Middlesex Registry of Deeds.

Consent shall be assumed when a First Mortgagee fails to submit a response within sixty (60) days of a written request by the Trustees for approval of any proposal for an amendment. An affidavit by the Secretary of the Board of Trustees appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within sixty (60) days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

15. TERMINATION

The Unit Owners may remove the property from the provisions of the Condominium Law by the procedure set forth in the appropriate section of said Law, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as Tenants in Common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the Common Areas. The removal provided for in this paragraph and in the By-Laws of the Trust shall not bar the subsequent resubmission of the premises to the provisions of the Condominium Law.

16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Declaration of Trust to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgagees (hereinafter "**First Mortgagees**") of record with respect to the Units, and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Declaration or its By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or sell or lease a Unit acquired by the First Mortgagee.

- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration or By-Laws.
- (c) Subject to applicable law, any First Mortgagee who obtains a fee interest to a Unit by Foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of a fee interest to such Unit by such First Mortgagee.
- (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units to which at least one hundred (100%) percent of the votes of the Trust are allocated and the approval of the First Mortgagees which have at least one hundred (100%) percent of the First Mortgages (based upon one [1] vote for each first mortgage owned), shall be required to:
 - (i) by any act or omission, seek to abandon or terminate the Condominium; or
 - (ii) change the percentage interest of any Unit Owner or obligations of any individual Unit for the purpose of:
 - (A) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (B) Determining the percentage ownership interest of each Unit in the Common Areas.
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon partition, subdivide, encumber, sell or transfer the Common Areas, provided that any granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas for other than repair, replacement or reconstruction thereof; or
 - (vi) add or amend any material provisions of the Condominium that 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. rights to use Common Areas;
 - F. responsibility for maintenance and repair of the several portions of the Condominium;
 - G. expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as reserved in this Declaration;
 - H. boundaries of any Unit;
 - I. the interests in the Common Areas;
 - J. convertibility of Units into Common Areas or of Common Areas into Units;

- K. leasing of Units;
- L. imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction;
- M. a decision by the Trust to establish self-management when professional management had been required previously by a First Mortgagee;
- N. restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
- O. any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; and/or
- P. any provisions which are for the express benefit of mortgage holders; First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, the prior written consent of the First Mortgagees representing 100% of the votes of the mortgaged Units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

Consent shall be assumed when a First Mortgagee fails to submit a response within sixty (60) days of a written request by the Trustees for approval of any proposal for an amendment. An affidavit by the Secretary of the Board of Trustees appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within sixty (60) days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- (e) Consistent with the provisions of the Condominium Law, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the State in which the Condominium is located shall relate only to the individual Units, and not to the Condominium as a whole.
- (f) In no event shall any provisions of this Declaration or the Condominium Trust or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Areas.
- (g) A First Mortgagee, upon request made to the Board of Trustees of the Trust, shall be entitled to 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 owned or held by a First Mortgagee;
 - (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
 - (iii) any proposed action which would require the consent of a specified percentage of First Mortgagees.

17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Trust, may not exceed three (3) years, and, further, must provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

18. BOOKS, RECORDS, AUDITED STATEMENTS

- (a) 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 books, records and financial statements of the Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (b) Any holder, insurer or guarantor of a first mortgage on a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

19. CONSTRUCTION OF DOCUMENTS

- a. The Master Deed, Declaration of Trust and the By-Laws of the Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC). All provisions of the Master Deed, Declaration of Trust, and of the said By-Laws shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.
- b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in By-Laws of the Trust or between the Master Deed and the By-Laws of the Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. UNRESOLVED DISPUTES

In the event of any unresolved dispute between the Unit Owners, or a split decision by the Trust and if such dispute shall not be resolved within thirty (30) days after notice of same, then the matter shall be submitted to arbitration, and for that purpose, one arbitrator shall be designated by the dissenting Unit Owner(s) or mortgagee(s), a second arbitrator shall be designated by the other Unit Owner(s) or mortgagees, and a third shall be designated by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The final decision of said arbitration shall be final and binding on all parties.

21. MISCELLANEOUS

- (a) Captions. The captions herein inserted are 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.
- (b) Gender. The use of masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.
- (c) Waiver. No provisions contained in the Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.
- (d) Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed, and, in such event, all the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.
- (e) Conflicts. This Master Deed is set forth to comply with the requirements of M.G.L. c. 183A and the mandatory provisions of such statute shall prevail.

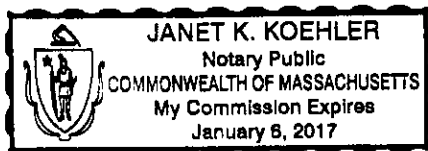
WITNESS the execution hereof, under seal, as of November 19, 2013.

KTA Construction LLC

By: [Signature]
Frank C. Amato, Manager

COMMONWEALTH OF MASSACHUSETTS
County of Essex

On this 19th day of November 2013, before me, the undersigned notary public, personally appeared Frank C. Amato, who proved to me through satisfactory evidence of identification, a driver's license, to be the people whose names are signed on the foregoing instrument and acknowledged to me that he signed it voluntarily, in his capacity as Manager, on behalf of KTA Construction LLC for its stated purpose.



[Signature]
, Notary Public
My commission expires:

EXHIBIT A
(Legal Description of Condominium Premises)

A certain parcel of land with the buildings thereon situated and now numbered 96 on Ossipee Road in Somerville, Middlesex County, being the larger portion of Lot #13 on a plan of lots in Somerville owned by Samuel F. Teele dated February 8, 1904 recorded with Middlesex South District Deeds, plan book 149, plan 38 and being bounded and described as follows:

Northeasterly on Ossipee Road, forty-four and 75/100 (44.75) feet;

Northwesterly on lot #15 on said plan, eighty-five and 17/100 (85.17) feet;

Southwesterly on land now or formerly of Teele, forty-four and 76/100 (44.76) feet; and

Southeasterly on remaining portion of said lot #13 about eighty-four and 37/100 (84.37) feet, or however otherwise said premises may be bounded, measured or described.

For title, see Deed of Joseph E. McCain, individually and as Administrator of the Estate of Helen L. McCain, dated April 4, 2013 and recorded with the Middlesex South District Registry of Deeds in Book 61544, Page 578.

Said parcel is conveyed subject to and where applicable together with the benefit of:

1. Removal Permit issued October 21, 2013 by the City of Somerville Condominium Review Board to be filed herewith.

EXHIBIT B
Descriptive Schedule of Buildings

There is one (1) Building that contains two (2) units, and one (1) detached Shed. The Building is a two and one-half story structure with a basement. It consists of a wood frame construction with wood clapboard and cedar shake siding, stone foundation, and asphalt shingles. The Shed is a single story structure constructed of wood.

EXHIBIT C
Descriptive Schedule of Condominium Units

Unit 1

Unit Square Footage:	1,446 square feet
Basement	574 square feet
First Floor	872 square feet
 Post Office Address:	 96 Ossipee Road, Unit 1, Somerville, Massachusetts 02144
Description of Rooms within Unit:	2 bedrooms, kitchen, living room, dining room, den, 2 bathrooms
Limited Common Area to which Unit has exclusive access and use:	One Parking Space, the front first floor porch, rear first floor deck, and Utility area in basement, all as shown on the Condominium Plans as Exclusive Use Area
Immediate Common Area to which Unit has access	first floor landing/stairwell areas in front and rear, basement storage
Beneficial Interest in Common Area:	Forty-five percent (45%)

Unit 2

Unit Square Footage:	1,606 square feet
Second Floor	1,054 square feet
Third Floor	552 square feet
 Post Office Address:	 96 Ossipee Road, Unit 2, Somerville, Massachusetts 02144
Description of Rooms within Unit:	3 bedrooms (1 master bedroom and two extra bedrooms), kitchen, living room, dining area, sunroom, and 3 bathrooms
Limited Common Area to which Unit has exclusive access and use:	storage/eave area on third floor, front staircase beginning at first floor landing through and including second story landing, rear deck and staircase beginning at first floor landing through and including second story landing, and Two Parking Spaces, all as shown on the Condominium Plans as Exclusive Use Area
Immediate Common Area to which Unit has access	second floor landing/stairwell areas in front and rear
Beneficial Interest in Common Area:	Fifty-five percent (55%)