

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

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
224087	MASTER DEED		50492/83	12/19/2007	1.00
Property-Street Address and/or Description					
67 GORE ST UNITS 1F & 2F, UNITS 1R & 2R					
Grantors					
67 GORE STREET CONDOMINIUM, VISWANATHAN MAHESH, SALTAGIC SELMA					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					



K13

**MASTER DEED OF
67 GORE STREET CONDOMINIUM**

Mahesh Viswanathan and Selma Saltagic ("Declarants"), being the owners of the land with the buildings thereon known as and numbered **67 Gore Street, Cambridge, Middlesex County, Massachusetts**, more particularly described in Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto (collectively called the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), and propose to create and do hereby create a condominium with respect to said Premises to be governed by and subject to the provisions of Chapter 183A; and to that end, declare and provide the following:

1. Name

The name of the condominium shall be the **67 Gore Street Condominium** ("the Condominium").

2. Description of Land

The Condominium shall consist of the land with the buildings and improvements thereon more fully described in Exhibit A attached hereto and hereby incorporated herein by this reference and made a part hereof.

3. Trust

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the **67 Gore Street Condominium Trust** under Declaration of Trust of even date to be recorded herewith (the "Trust" or the "Condominium Trust").

Said Declaration of Trust establishes an organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The name of the original and present Condominium Trustees (the "Trustees" or the "Condominium Trustees") of the Trust are:

Mahesh Viswanathan

Said Trustee has enacted By-Laws (the "By-Laws"), which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A.

Return address:

MAHESH VISWANATHAN
67 GORE ST #1F
CAMBRIDGE MA 02141

Plan # 1352 of 2007

4. Description of the Building

There is one building (hereinafter referred to as "the Building") located on the land described above. The Building is a **two story structure with a basement** and which contains **four (4)** residential Units including walkways and stairways. The roof is covered with tar & gravel and the foundation is fieldstone and the principal material of the building is wood.

5. Description of the Units and Exclusive Use Areas

(a) Units: The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, as well as its proportionate interest in the common areas and facilities of the Condominium are set forth in Exhibit B attached hereto and hereby incorporated herein by this reference and made a part hereof and shown on the Master Plans (referenced in Section 7 below) to be recorded herewith. The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Floors: The plane of the uppermost surface of the subflooring;
- (ii) Ceilings: The plane of the upper surface of the finished ceiling. In the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters;
- (iii) Interior and Exterior Walls: The plane of the interior surface of the wall studs facing the interior of the Unit;
- (iv) Doors and Windows: As to the doors, the exterior surface and framing thereof; as to the windows, the exterior surface of the glass and window frames and storm windows, if any.
- (v) Pipe chases and 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.
- (vi) Fireplaces and flues located within chimneys are part of the unit served by such fireplace and flue, Chimneys are a part of the common area and facilities and all maintenance, repair and replacement of the chimneys and/or flues shall be performed by the Trustees of the Condominium Association and shall be charged to the Unit Owners as a common expense.
- (vii) Each Unit includes all utility lines, heating, air conditioners, plumbing, electrical, bathroom and kitchen equipment, apparatus and fixtures which exclusively serve and are located within such Unit.

(b) Storage: As an appurtenance to the Units, the owners of said Units shall have an easement for the exclusive use of, and in common with each other, and the responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to the storage areas in the basement designated as "**Unit 1, 2, 3 and 4 Storage**" on the Master Plans recorded herewith, hereinafter referred to as the "**Storage Area.**"

Nothing shall prevent the Unit Owners and legal occupants of the units from traveling across and through the Storage Area to access utilities and fuses or any other part of the common area of the Condominium to which said Unit Owner or occupant is entitled to access.

The Unit Owner(s) shall not have the right to separately convey the aforementioned Storage Area, being appurtenant to each unit, except as part of a sale, transfer or other disposition of their respective unit, or as otherwise provided in this Master Deed. The Storage Area shall be subject to the rights of the other unit owner(s) and the Trustees of the Condominium Trust to cross into and access the area of the Storage Area at reasonable times or as necessary to service, repair or maintain any electrical, gas, cable, telephone, water, water, sewer or other utility line, panel or similar apparatus which so services said other unit or which so services the common areas and facilities.

The Storage Area shall be used solely for the storage of normal and customary household and related items and for other normal and customary household and related uses. No hazardous or flammable substances shall be stored in said Storage Area. Furthermore, no activity which would unreasonably disturb or upset the quiet and peaceful enjoyment of the Unit Owners shall take place or occur in said Storage Area.

Each Unit shall be subject to and have the benefit of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, the By-Laws, the rules and regulations promulgated pursuant thereto (the "Rules and Regulations"), and of Massachusetts General Laws Chapter 183A, as amended.

Each Unit shall be conveyed together with the right to hang and affix through the finished facings of the walls and into the wall studs all the usual wall ornaments, including without limitation, clocks, pictures, paintings and other similar accessories.

Each Unit owner, by acceptance of the delivery of the deed to his or her Unit, shall thereby have consented to the provisions of this Section 5.

6. Descriptions of Common Areas and Facilities

The Common areas and facilities of the Condominium (the "Common Elements") consist of the entire Premises as described in Section 2 ("Description of Land") of this

Master Deed, all parts of the building as described in Section 3 ("Description of Building") of this Master Deed, other than the Units, as described in Section 5 ("Description of Units") and subject to the rights of the Unit Owners as described in Section 5, including without limitation, the following portions of the Premises as may exist from time to time:

(a) The land described in Section 2 ("Description of Land") of this Master Deed, subject to and together with the benefit of those matters set forth or referred to in Exhibit A attached hereto and made a part hereof, insofar as the same are from time to time in force and applicable;

(b) 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 roof, ceilings and the subflooring below the upper surface thereof, building entrances and exits and all other portions of the Building not specifically included as part of the Units;

(c) All utility lines and installations for central services such as power, light, drains, hot and cold water, vents, heating and heating lines, including all equipment attendant thereto but only if and to the extent that such installations and equipment serve more than one Unit. Such installation and equipment located within and servicing a single Unit are a part of the Unit in which same are located and which it services and are not a part of the common areas and facilities;

(d) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which 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 sewerage drain;

(e) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are located within Units, including but not limited to, such of the 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, above each unit;

(f) All exterior lighting devices and wires and poles serving the same;

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

(h) All other items listed as such in Section 1 of Chapter 183A but only if the same have not been made a part of a Unit by the express terms of this Master Deed.

Each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth opposite each Unit on Exhibit "B" attached hereto. The aforesaid percentages have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. The Common Elements shall be subject to the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the By-Laws and the Rules and Regulations with respect to the use and management thereof.

7. Plans

Simultaneous with the recording hereof, there shall be recorded a set of floor plans of the Building (the "Master Plans") all in compliance with the provisions of Chapter 183A.

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

Each Unit Owner shall have an easement in common with the Owners of all Units to use all pipes, master television antennas, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the 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, cables, conduits, public utility lines and other Common Elements 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 the Common Elements contained therein or elsewhere in the Building.

9. Encroachments

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

10. Purposes

The purposes for which the Building and the Units and other facilities therein are intended to be used are as follows:

(a) The building and each of the Units are intended only for residential purposes by not more than one family unit nor more than four (4) unrelated persons per Unit; provided however, that any of the Units may also be used as an office but only accessory

to such residential use and only if and to the extent such accessory office is permitted by applicable zoning laws;

(b) No unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of the Master Deed and all amendments thereto, the Condominium Trust, the By-Laws, or the Rules and Regulations promulgated pursuant thereto, or Chapter 183A;

(c) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, sign, banner or other device, no interior or exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof without the prior written approval of the Trustees. This paragraph shall not restrict the right of Unit Owners to decorate the interior of their Unit as they may desire and shall not be applicable to any interior non- structural change in any Unit which is not visible from the exterior of the building;

(d) No Unit owner may install speakers in any ceiling unless the area above is a portion of the same Unit; and no Unit owner may install speakers in any exterior wall unless the area on the other side of the exterior wall is a portion of the same Unit, no Unit Owner may install speakers on the floor of the Unit unless the area below is a portion of the same Unit;

(e) Notwithstanding the foregoing, until the Declarant or his successor-in-title or their nominees have sold and conveyed all of the Units, the Declarant and his successor-in-title or their nominees, may use one or more Units for a sales office or model.

(f) Use of the Building and Common Elements may also be restricted pursuant to provisions of the Condominium Trust and By-Laws and the Rules and Regulations.

12. Right of First Refusal

No Unit owner shall have a right of first refusal with respect to any sale of any Unit. In the event this Master Deed is amended to grant a right of first refusal, it shall not affect the rights of first mortgage holders.

13. Unit Owners' Rights, Duties and Restrictions

- (a) Each Unit Owner shall be a member of the Condominium Trust;
- (b) Each Unit Owner shall be required to pay a proportionate share of the common expenses of the Condominium upon being assessed therefor by the Trustees. Each Unit Owner's share shall be proportionate to his Unit's undivided interest in the Common Elements. Initial assessments shall occur with the first conveyance of a Unit by the Declarant;

- (c) Each Unit Owner's voting rights shall be proportionate to his or her undivided interest in the Common Elements;
- (d) Each Unit Owner shall have a perpetual right of ingress and egress to his or her Unit, which right shall be appurtenant to the Unit.
- (e) All present and future owners, their employees, tenants, occupants and visitors shall be subject to, and shall comply with, the provisions of the Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the rights, easements, agreements and restrictions of record and all matter set forth on Exhibit A hereto, insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed of conveyance or the entering into a lease or into occupancy of any Unit or possession of any Unit shall constitute an agreement that:
 - (i) the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such owner, tenant, visitor, employee or occupant;
 - (ii) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and
 - (iii) a violation of the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Owner of a Unit.
- (f) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, the Rules and Regulations and Chapter 183A, shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit Owner, which may then be enforced in any manner permitted by law or in equity.

14. Amendments

- (a) This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time entitled to fifty percent (50%) of the beneficial interest in the Common Elements, and (b) signed by a majority of

the Condominium Trustees then in office, and (c) duly recorded with the Suffolk County Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) the date on which any such instrument or amendment is first signed by the Owner of a Unit or a 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 so recorded in Suffolk Deeds within six (6) months after such date;
- (b) no instrument or amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered;
- (c) no instrument or amendment which alters the percentage of the beneficial interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless signed by the Owner of the Unit so altered;
- (d) no instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;
- (e) no instrument or amendment affecting any Unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
- (f) no instrument or amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before Declarant has conveyed title to all Units unless the Declarant executes the instrument or amendment;
- (g) no instrument or amendment which, disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect;
- (h) no instrument or amendment which alters the parking provisions more specifically set forth in Section 5(b) shall be of any force or effect unless signed by the Owners of all the Units.
- (i) Notwithstanding anything to the contrary herein, as long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of

the Trustees of the Condominium Trust to comply with the 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 Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity, or the requirements of any insurance company or insurance underwriting office or organization which performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

- (ii) to bring this Master Deed or the Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or
- (iii) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Trust.

15. Provisions for Protection of Mortgagees

Reference is hereby made to Section 33 of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

16. 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.

17. 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.

18. 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.


19. Conflicts and Definitions

This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings here unless the context otherwise requires.

20. Assignability

Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the By-Laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Declarant, or to the Condominium Trust.

IN WITNESS WHEREOF, **Mahesh Viswanathan** and **Selma Saltagic** has caused this Master Deed to be duly executed, sealed and delivered on this 19th day of **December**, 2007.



Mahesh Viswanathan



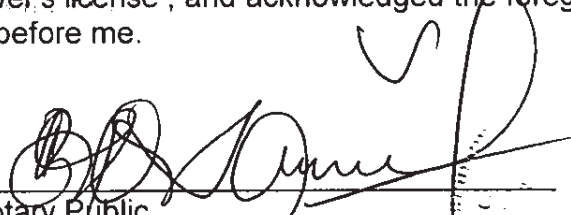
Selma Saltagic

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

Dec 19th, 2007

Then personally appeared the above named **Mahesh Viswanathan** and **Selma Saltagic**, both known to me through satisfactory evidence of identity which was based upon a valid Passport or Massachusetts Driver's license, and acknowledged the foregoing instrument to be their free act and deed of before me.



Notary Public
My Commission Expires



BENJAMIN O. SAMUEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires 08/09/2009

Exhibit "A"

The land with the buildings thereon situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

- SOUTHERLY on Gore Street, twenty-five feet
- EASTERLY by land now or late of Hovey, seventy-five feet; and
- NORTHERLY by land now or late of Leighton, twenty-five feet; and
- WESTERLY by land now or late of Kendall, seventy-five feet.

Containing 1,875 square feet of land.

Being the same premises conveyed from Andre P. Paiva and Maria C. Paiva to Mahesh Viswanathan and Selma Saltagic, recorded with the Middlesex South Registry of Deeds on August 15, 2007 at Book 49950, Page 251.

EXHIBIT "B"**Description of Units**

Unit	Private areas	Immediate Common Area to which Unit has access	% Interest	S.F.
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Unit	Private areas	Immediate Common Area to which Unit has access	% Interest	S.F.
#1F	Living room, Kitchen, 2 bedrooms, 1 bathroom	Walkway	29	767
#2F	Living room, Kitchen, 2 bedrooms, 1 bathroom, front stairwell	Walkway and fire escape	29	813 (i.e. 792+21)
#1R	Living room, Kitchen, 2 bedrooms, 1 bathroom	Front hallway	21	466
#2R	Living room, Kitchen, 2 bedrooms, 1 bathroom	Front hallway and fire escape	21	444

Unit #1F has the exclusive use of the areas shown on the basement plan shown as Storage Exclusive Use Unit 1F filed for the condominium and in accordance with the conditions of the Master Deed.

Unit #2F has the exclusive use of the areas shown on the basement plan shown as Storage Exclusive Use Unit 2 filed for the condominium and in accordance with the conditions of the Master Deed.

Unit #1R has the exclusive use of the areas shown on the basement plan shown as Storage Exclusive Use Unit #1R filed for the condominium and in accordance with the conditions of the Master Deed.

Unit #2R has the exclusive use of the areas shown on the basement plan shown as Storage Exclusive Use Unit #2R filed for the condominium and in accordance with the conditions of the Master Deed.

Unit #2F has the exclusive use of the areas shown on the roof plan shown as Exclusive Use – Roof Rights for Unit 2F. Uses include, but are not limited to adding a roof deck, skylights and an air conditioning system.

Unit #2R has the exclusive use of the areas shown on the roof plan shown as Exclusive Use – Roof Rights for Unit 2R. Uses include, but are not limited to adding a roof deck, skylights and an air conditioning system.

Eugene C. Palma
Attest Middlesex S. Register