

**MASTER DEED  
OF THE  
PRESCOTT STREET CONDOMINIUM**

Louie Roberto and Rita M. Roberto, Trustees of the 341 Chelsea Street Realty Trust u/d/t dated September 4, 2012, recorded with the Suffolk Registry of Deeds at Book 50689, Page 225, hereinafter referred to as "Declarant", being the sole Owner of certain premises in East Boston, Suffolk County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and recording this Master Deed, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and does hereby create a Condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end hereby declares and provides as follows:

1. NAME:

The name of the Condominium shall be:

PRESCOTT STREET CONDOMINIUM

2. DESCRIPTION OF THE LAND:

The land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions, and appurtenant rights set forth and contained in said Exhibit A.

3. DESCRIPTION OF BUILDINGS:

The description of the buildings (the "Buildings") comprising the Condominium, stating the number of stories, the number of Units, and the principal materials of which they are constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES:

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, as shown on the Plans of the Condominium to be recorded herewith.

5. COMMON AREAS AND FACILITIES:

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements" or "Common Areas and Facilities") comprise and will consist of:

(a) The land, together with and subject to all easements, encumbrances, restrictions, and appurtenances described in Exhibit A;

(b) The access ways, walkways, sidewalks, driveways, unexcavated areas and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, fences, steps, sillcocks, lighting fixtures, and plants; SUBJECT HOWEVER, to the exclusive easements and rights, if any, to use certain stairways, decks, yards, walks and storage areas as hereinafter provided;

(c) All areas of the buildings comprising the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including without limiting the generality of the foregoing:

(1) The foundations, structural elements, columns, beams, studs, joists, supports, fire walls, walls between Units, and walls between the common areas and the Units;

(2) The Building entrances, bulk head entrance, entrance halls, halls, stairways, heating and plant room, electrical equipment room, if any, and other spaces as may be shown on the Plans of the Condominium recorded herewith;

(3) All conduits, ducts, pipes, plumbing, wiring, electrical meters, and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;

(4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within or servicing a single Unit. Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Owner of the Unit so serviced; and

(5) All other apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance, or safety of the building, PROVIDED HOWEVER, that certain Units shall have as appurtenant to such Units certain exclusive rights as those rights may be set forth in various paragraphs hereunder;

(d) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land.

6. DETERMINATION OF PERCENTAGE INTEREST IN COMMON ELEMENTS:

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

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

Those common areas and facilities of the Condominium described hereinbefore, subject to exclusive easements and rights of use appurtenant to the Units, if any, as such may be designated in Exhibit C hereto shall be maintained in good repair by the Condominium Association. A Unit Owner shall reimburse the Trust for the cost of any repairs or damage thereto caused or permitted by such Unit Owner's negligence, misuse, or neglect. If the Owner of any such Unit shall fail or

neglect so to maintain any such areas, the Trustees may do so and charge such Unit Owner for the costs thereof, and such Unit Owner shall be liable therefore. Repair and replacement of stairs are common area expenses and the responsibility of the Prescott Street Condominium Trust. Repair and replacement of decks are the responsibility of the Unit Owner that has the exclusive use of the deck.

8. FLOOR PLANS:

The verified floor plan of the buildings showing the layout, location, Unit numbers and dimensions of the Units and other such matters as are required by law, are attached hereto.

9. USE OF BUILDINGS AND UNITS:

The purposes for which the buildings and Units are intended to be used are as follows:

The Buildings and each of the Units are intended only for residential purposes or any other purpose permitted by the zoning ordinances of the City of Boston, so long as any non-residential use does not unreasonably interfere with the quiet enjoyment of the other Units. No more than five persons shall be allowed to reside in any one unit.

10. RESTRICTIONS ON THE USE OF UNITS:

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Prescott Street Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, HOWEVER, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by

the Trustees of the Prescott Street Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

(c) Except on unanimous written approval of the Trustees of the Prescott Street Condominium Trust, in order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions stated in the description of land on which the building is located in Exhibit A attached hereto;

(d) The limitations on use and restrictions set forth in Sections 8 and 9 shall be for the benefit of the Owners of the Units and the Trustees of Prescott Street Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Trustees; and

(e) Any designation of or use of common areas or construction in or on the common areas for the benefit of one or more Units but not all Units, must, before construction is begun, be approved by an Amendment to the Master Deed signed by One Hundred (100.00%) percent of the Unit Owners (and their mortgagees if required) and by all Trustees, and shall be subject to the same requirements as stated in subparagraph (b) of this Section 9. Notwithstanding the foregoing, with respect to construction in or on any portion of the common areas to which a Unit Owner individually has an exclusive right to use, there shall be no requirement to obtain the approval of the other Unit owners. The cost of preparing and recording the

Amendment to the Master Deed in the case of designation of Limited Common Area or the cost of obtaining written approval of affected Unit Owners and trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the Unit(s) being benefited;

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

(g) No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings;

(h) No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents and occupants;

(i) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein;

(j) No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units;

(k) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the storage area or other area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate;

(l) No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole;

(m) All maintenance and use by Unit Owners of the yards, decks, patio's and walkways, and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;

(n) No Unit Owner shall alter his Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring buildings;

(o) Unit Owners may keep in their Units, without the approval of the Trustees, dogs up to twenty (20) pounds, cats, or other domestic household pets, provided that the number is limited to a total of two (2) pets which are not kept, bred, or maintained for any commercial purposes, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Condominium property. Lizards, turtles and tortoises are not permitted. Farm animals are not allowed. No snakes are allowed. The majority of Trustees, in their sole discretion, may require that any pet (including pets owned by Unit Owners at the time of purchase of their Units) causing or creating a nuisance or unreasonable disturbance or noise no longer be kept in the Condominium and shall give written notice to that effect to the Unit Owner of the Unit in which such pet is being kept. Any Unit Owner receiving such notice shall cause such pet to be removed from the Condominium within twenty-one (21) days. In no event shall any dog or other animals be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or garden plot under any circumstances. In the event that any pet shall deposit any animal waste on any Common Area, or any Common Area which is the subject of any exclusive easement, the Owner of such pet shall immediately clean up any such waste.

(p) Rental/Leasing:

Units must be owner occupied and may not be leased. No BNB or Air BNB leasing of the property is allowed.

11. AMENDMENTS:

This Master Deed may be amended by an instrument in writing:

(i) Signed by the Unit Owners entitled to Seventy Five (75%) percent of the undivided interests in the Common Elements; and

(ii) Duly filed with the Suffolk Registry of Deeds, PROVIDED HOWEVER, that

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so filed within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;

(c) No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

(d) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an amendment to the Master Deed;

(e) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by Unit Owners entitled to One Hundred (100%) percent of the undivided interests in the Common Elements; and

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.



12. MANAGING ENTITY:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Prescott Street Condominium Trust, a Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being filed herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The name and address of the original and present Trustee(s) thereof is Louie Roberto and Rita M. Roberto, Trustees of the 341 Chelsea Street Realty Trust, 282 Bennington Street, East Boston, MA 02128.

The Trustee(s) have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

13. UNITS SUBJECT TO MASTER DEED, BY-LAWS, UNIT DEED, AND REGULATIONS:

All present and future Owners, tenants, visitors, servants, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations of the Prescott Street Condominium, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all 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 or license thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

14. 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 the result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, (c) as the result of repair, or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as the 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 the Building stands.

15. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS:

Each Unit Owner shall have an easement in common with the Owners of all other Units 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 Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein or elsewhere in the Building.

16. INVALIDITY:

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions 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 or the intent of any provisions hereof.

19. CONFLICTS:

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

20. PROVISIONS FOR THE PROTECTION OF MORTGAGEES: FHLMC, FNMA PROVISIONS:

Notwithstanding anything to the contrary contained elsewhere in this Master Deed or in the Condominium Declaration of Trust, and subject to any greater requirements imposed by M.G.L. ch. 183A, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages (hereinafter referred to as "eligible mortgages") of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust 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:

(i) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage; or

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

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii).

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to any Unit by foreclosure 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 title to such Unit by such First Mortgagee.

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

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

(f) All taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

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

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro-rata interest 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 pro-rata share of ownership of each Unit in the Common Areas and Facilities; or

(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 and Facilities provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities 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 and Facilities other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(h) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(i) In no event shall any provisions of this Master Deed or the Condominium Trust 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 or to a taking of such Unit and/or the Common Areas and Facilities.

(j) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

(i) written notification from the Trustees of the Condominium Trust of any default of its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect all books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

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

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage, or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

(1) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of five (5) years and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of written request by the Trustees for approval of any non-material addition or amendment pursuant to this section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

The Declarant intends that the provisions of this Section 20 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 20 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly filed with the Middlesex South Registry of Deeds in accordance with the requirements of Section 11 hereof.

21. MISCELLANEOUS:

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed recorded herewith at any time and from time to time which amends this Master Deed (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (c) to bring this Master Deed into compliance with Chapter 183A; or (d) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation

of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

IN WITNESS WHEREOF, Louie Roberto and Rita M. Roberto, Trustees of the 341 Chelsea Street Realty Trust, Trustee as aforesaid, have caused this Master Deed to be duly executed, sealed and delivered on behalf of said Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Declarant:

\_\_\_\_\_  
Louie Roberto, Trustee of the  
341 Chelsea Street Realty Trust,  
Trustee of the Prescott Street  
Condominium Trust

\_\_\_\_\_  
Rita M. Roberto, Trustee of  
the 341 Chelsea Street Realty  
Trust, Trustee of the Prescott  
Street Condominium Trust

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Louie Roberto and Rita M. Roberto, Trustees as aforesaid, proved to me through satisfactory evidence of identification, which was a drivers' license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose

\_\_\_\_\_  
Notary Public:  
My Commission Expires:



EXHIBIT A  
MASTER DEED  
PRESCOTT STREET CONDOMINIUM

EXHIBIT B  
MASTER DEED  
PRESCOTT STREET CONDOMINIUM

The building comprising the Condominium is of wood frame and blueboard construction. It is known and numbered 89 Prescott Street, East Boston, Massachusetts.

The building is three stories in height and has a passageway. The front and side of the exterior of the building is brick face and the back is hardie board. The foundation of the building is concrete with a concrete floor. The roof of the building is rubber.

Interior wall surfaces of the building are of blueboard. The plumbing is of pvc. Each Unit is served by a separate gas-fired forced hot water heating system and by separate central air-conditioning units. Each Unit is served by a separate gas-fired hot water heater. The Condominium has one water meter serving the condominium and therefore municipal water and sewer use is a common expense to be included in the monthly Condominium Fee.

The building has five Units.

EXHIBIT C  
 MASTER DEED  
 PRESCOTT STREET CONDOMINIUM

UNIT NUMBER	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA IN SQ. FT.	PERCENTAGE INTEREST IN COMMON ELEMENTS
A	First Floor Second Floor Third Floor	4	1,190	20.5%
B	First Floor Second Floor Third Floor	4	1,036	20.5%
C	First Floor Second Floor Third Floor	3	771	18%
D	First Floor Second Floor Third Floor	4	1,139	20.5%
E	First Floor Second Floor Third Floor	4	1,067	20.5%

NOTE: The number of rooms does not include decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces or stairs which are part of a Unit.

COMMON AREA ACCESS:

Each Unit has access to the Court Yard, Sprinkler Room and Electric Room, all located on the first floor of the Condominium as noted on the Site Plan recorded with this Master Deed herewith.

The boundaries of the Units, with respect to the floors, ceilings, doors, and windows thereof are as follows:

1. FLOORS: The plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab, or the upper surface of the floor joists.

2. CEILINGS: The plane of the lower surface of the ceiling joists or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.

3. INTERIOR BUILDING WALLS BETWEEN UNITS AND BETWEEN UNITS AND COMMON AREAS: The plane of the interior surface of the wall furrings or studs, or the plane of the surface facing such Unit of the masonry or cement when masonry or cement is the finished material.

4. DOORS AND WINDOWS: The plane of the exterior surface of doors and the exterior surface of window glass and the interior surface of the window frames.

5. EXTERIOR BUILDING WALLS: The plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.

#### EXCLUSIVE EASEMENTS AND RIGHTS OF USE

1. The Unit Owners and Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the various storage and Unit areas in the Basement and other areas of the Building for the purpose of accessing heating and hot water equipment for the respective Units and utilities which may service the Building or the Units. Further, the Unit Owners and Trustees, shall have the easement and right to pass and repass over any stairway which is considered a part of any Unit, or stairway or porch which is the subject of any exclusive easement and right of use in favor of any Unit Owner in the event any emergency shall necessitate such passage.

2. The Owners of Units A, B, D and E shall have the exclusive easement and right to use the roof deck as designated for each Unit Owners exclusive use as shown on the Unit Plans for the Prescott Condominium recorded with said Master Deed herewith.