

Suffolk County - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
117514	AMENDMENT OF MASTER DEED		42631/103	10/23/2007	
Property-Street Address and/or Description					
Grantors					
STONEHOLM ASSOCIATES LLC, XII STONEHOLM CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
38836/282 MD 2006					
Registered Land Certificate(s)-Cert# Book/Pg					

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SECOND SPECIAL AMENDMENT TO MASTER DEED

XII STONEHOLM CONDOMINIUM

This Second Special Amendment to Master Deed is made as of this 3rd day of September, 2007 by STONEHOLM ASSOCIATES, LLC, a Delaware limited liability company and the Declarant under that certain Master Deed dated January 4, 2006 and recorded on January 10, 2006 with the Suffolk County Registry of Deeds (the "Registry") in Book 38836, Page 282, as amended by that certain Special Amendment to Master Deed dated as of December 8, 2006 (as amended, the "Master Deed"), which Master Deed established a condominium known as the XII Stoneholm Condominium (the "Condominium") under Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Master Deed; and

WHEREAS, pursuant to Section 6.2 of the Master Deed, the Declarant reserved certain rights to grant the exclusive right to use certain Common Elements (the "Limited Common Elements") to one or more, but fewer than all, of the Unit Owners, which Limited Common Elements shall be appurtenant to the Unit(s) to which they are assigned and which Limited Common Elements may include, without limitation, portions of the roof; and

WHEREAS, Declarant desires to assign the portion of the roof immediately above Unit 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 (the "Upper Units"), respectively, to each such Unit for use as a roof deck appurtenant thereto; and

WHEREAS, pursuant to Section 11(c) of the Master Deed, Declarant is authorized to execute certain Special Amendments to the Master Deed, including, *inter alia*, such amendments as are necessary or desirable in connection with the establishment of Limited Common Elements, and, in furtherance of the foregoing, Declarant has reserved, and each Unit Owner has granted to Declarant, a power coupled with an interest to execute and record such amendments on behalf of each Unit Owner as proxy or attorney-in-fact; and

WHEREAS, Declarant desires to amend the Master Deed to reflect the establishment of the portion of the roof immediately above each Upper Unit as a Limited Common Element appurtenant to said Unit, as aforesaid.

NOW THEREFORE, the Master Deed is hereby amended as follows:

1. Section 6.2 of the Master Deed is hereby amended by adding the following at the end thereof:

Notwithstanding anything to the contrary contained herein, the Unit Owner of each Upper Unit shall have the right, at its sole cost and expense, to install a roof deck on the portion of the roof of the Building



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immediately above its Unit, which shall be a Limited Common Element appurtenant thereto. Prior to commencing any work, the Unit Owner shall submit to the Trustees plans and specifications with respect thereto, and the size, location and design of such roof deck shall be subject to the approval of the Trustees, which approval shall not be unreasonably withheld. Any and all work undertaken pursuant to this Section 6.2 shall be done in a good and workmanlike manner and in compliance with industry standards and all applicable laws and regulations, pursuant to a building permit validly issued therefor (if required by law) and any other permits required by law. All such work shall also be done in accordance with any applicable Bylaw provisions, and each Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, cost, claim, damage or liability which they may suffer or incur, directly or indirectly, as a result of such work and/or as a result of any use of such roof deck. Each Unit Owner shall maintain any roof deck appurtenant to its Unit and the area of and around such roof deck, at its sole cost and expense, in a clean, safe and orderly condition and in compliance with all applicable legal requirements. The Trustees may have the plans and specifications submitted by the Unit Owner reviewed by a professional of their choosing and may request such further plans, documentation, evidence of insurance and bonds or sureties as they deem necessary, all costs and expenses of which shall be borne by the Unit Owner submitting such plans and request for approval and shall constitute a lien upon such Units, as provided in the Trust and under Massachusetts law for unpaid common charges. Each Unit Owner shall observe all reasonable rules and regulations which may be adopted by the Trustees from time to time with respect to the installation and use of the roof decks. Nothing herein shall negate or limit any rights or obligations of the Trustees and the Association under the Master Deed and Bylaws with respect to the Common Elements, including, without limitation, the right and obligation to maintain, repair and replace the roof. Accordingly, all rights granted to the Unit Owners pursuant to this Section 6.2 are expressly subject to the right and obligation of the Trustees and the Association to maintain, repair and replace the roof, and any damage to any roof deck (including, without limitation, any destruction thereof) resulting therefrom shall be at the sole risk of the Unit Owner installing the same. Furthermore, each Unit Owner who has installed a roof deck in accordance herewith shall be responsible for its proportionate share of any difference between the actual cost of any such maintenance, repair or replacement and the cost of such maintenance, repair or replacement if its roof deck had not been located on the roof, and such charge shall constitute a lien upon such Unit Owner's Unit, as provided in the Trust and under Massachusetts law for unpaid common charges.

2. In all other respects the Master Deed remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 3rd day of October, 2007.

STONEHOLM ASSOCIATES, LLC, a Delaware limited liability company

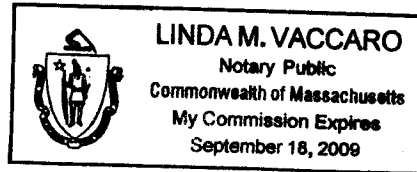
By: [Signature]
Harold Brown, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 3rd day of October, 2007, before me, the undersigned Notary Public, personally appeared the above-named Harold Brown, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized Manager of Stoneholm Associates, LLC.

[Signature]
(Print Name of Notary Public): _____
My Commission Expires: _____
Qualified in the State/Commonwealth of _____



CITY OF BOSTON
We exercise the power under Chapter 180C of the Acts of 1962 with respect to the / single unit of condominium described in this master deed / consolidation of the two lots shown on this consolidation plan / two lots of the subdivision described in this subdivision plan
[Signature]
Collector-Treasurer