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ADAM DASH
MELISSA HAGEMEISTER
MEGAN KEMP

VIA HAND DELIVERY

November 14, 2013

John Long, City Clerk
City of Somerville
93 Highland Avenue
Somerville, MA 02143

RE: Applicant: 18 South Street Condominium Trust
Premises: 16 South Street

Dear Mr. Long:

Enclosed for filing please find three (3) copies of the Administrative Appeal of 18 South Street Condominium Trust regarding 16 South Street, along with the filing fee, notice fee, and fee for the abutters list.

Please feel free to contact me if you have any comments or questions.

Thank you.

Very truly yours,



Adam Dash

cc: George Proakis, Planning Dept.
Goran Smiljic, Inspectional Services Division
✓ Herbert F. Foster, Jr., Chair, Zoning Board of Appeals
18 South Street Condominium Trust
Hon. Maryann M. Heuston, Alderman, Ward 2



APPLICATION
 For Planning Board and Zoning Board of Appeals Approval

CITY OF SOMERVILLE
 Joseph A. Curtatone, Mayor
 Office of Strategic Planning and Community Development (OSPCD)
 City Hall . 93 Highland Avenue . Somerville, MA 02143
 617.625.6600 ext. 2500

City Clerk Stamp

Office Use: Case #	PB Date	ZBA Date	Filing Fee	Ad Fee
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Please review the application information sheet. Complete applications must be submitted to the City Clerk's Office. Failure to submit all required information is grounds for denial of the request. If this form does not provide adequate space for your response, please attach additional sheets of paper.

1. Property Information

Street Address(es) 16 South Street	Zoning District(s) BA	Overlay District(s), if any	Ward 2
Assessor's: Map 97, Block F, Lot 6	If there are multiple MBLs, enter the remainder in Section 5.		
Please indicate the name of the individual, individuals, corporation or trust that owns the property:			
Property Owner's Name Patrycja Missiuro and Dmitry Vasilyev	Complete Mailing Address 17 Vinal Street, #2 Somerville, MA 02145	Phone Number(s)	Email
Please indicate the name of the individual, individuals, corporation or trust that is applying (please note that the applicant should be the intended user or developer):			
Applicant's Name 18 South Street Condominium Trust	Complete Mailing Address 18 South Street Somerville, MA 02143	Phone Number(s) 617-784-8993	Email
Please indicate the contact information for any agent, engineer or architect that will represent this application who may represent the owner and/or applicant in this application review process:			
Agent's Name (if applicable) Attorney or Other Agent Adam Dash & Associates	Complete Mailing Address 48 Grove Street, #304 Somerville, MA 02144	Phone Number(s) 617-625-7373	Email dash@adamdashlaw.com
Architect's Name (if applicable)	Complete Mailing Address	Phone Number(s)	Email
Engineer's Name (if applicable)	Complete Mailing Address	Phone Number(s)	Email

2. Submission Type

Check all that apply.

<input type="checkbox"/>	Variance
<input type="checkbox"/>	Special Permit (SP)
<input type="checkbox"/>	Special Permit with Design Review (SPD)
<input type="checkbox"/>	Special Permit with Site Plan Review (SPSR)
<input type="checkbox"/>	Planned Unit Development (PUD) - Preliminary Master Plan Submission (PMP) / Special Permit with Site Plan Review (SPSR)
<input type="checkbox"/>	Subdivision or other Site Plan Approval
<input type="checkbox"/>	Comprehensive Permit under MGL Chapter 40B - Inclusionary Housing Development (follow SPSR submission and contact the Housing Director at 617.625.6600 ext. 2560)
<input type="checkbox"/>	Revision to Special Permit (only if certificate of occupancy or final sign-off is not yet received)
<input checked="" type="checkbox"/>	Administrative Appeal
<input type="checkbox"/>	Extension of Approval

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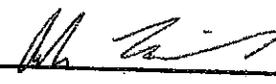
APPLICATION
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3. Required Signatures

NOTE: NO APPLICATION SHALL BE ACCEPTED AS COMPLETE WITHOUT THE REQUIRED SIGNATURES

Owner Signature (if the project site has more than one owner, please supply additional copies of this page if necessary):
As Owner, I make the following representations:

- 1) I hereby certify that I am the owner of the property at 18 South Street Condominium Trust
- 2) I hereby certify that the applicant named on this application form has been authorized by me to apply to develop and/or use the property listed above for the purposes indicated in this application
- 3) I hereby certify that the agent, engineer and/or architect listed on this application form have been authorized to represent this application before the Planning Staff, the Planning Board and/or the Zoning Board of Appeals.
- 4) I will permit Planning Staff to conduct site visits on my property.
- 5) Should the ownership of this parcel change before the board(s) have acted on this application, I will provide updated information and new copies of this signature page.

(sign here)  as Trustee, 18 South Street Condominium Trust

This property is owned by (check one):

<input type="checkbox"/>	An individual	<ul style="list-style-type: none"> • attach deed • application to be signed by owner
<input type="checkbox"/>	More than one individual, or a partnership	<ul style="list-style-type: none"> • attach deed • application to be signed by all owners
<input type="checkbox"/>	A corporation or LLC	<ul style="list-style-type: none"> • attach deed and corporate articles of organization • application to be signed by an officer authorized to do so by the corporation
<input checked="" type="checkbox"/>	A trust	<ul style="list-style-type: none"> • attach deed and certificate of trust • application to be signed by authorized trustee

Applicant Signature (if the applicant is the owner, the owner should also sign below):
As Applicant, I make the following representations:

- 1.) The information supplied on and with this application form is accurate to the best of my knowledge.
- 2.) If the current use of the property is a nonconforming use, I will furnish proof to the satisfaction of the SPGA that the nonconforming use is legal.
- 3.) I will make no changes to the approved project plans without the prior approval of the SPGA.
- 4.) If the proposed project is subject to linkage (SZO Article 15), I will sign all documents required by the Planning Staff/SPGA governing the amount and the method of payment of the linkage fee.
- 5.) I will return the notice sign or pay for its replacement.
- 6.) I will pay the fees associated with advertising the case in the newspaper and mailing notices to abutters.
- 7.) I hereby certify that the agent, engineer and/or architect listed on this application form have been authorized by me to represent me before the Planning Staff, the Planning Board and/or the Zoning Board of Appeals as it relates to the development and/or use of this property.

(sign here)  as Trustee 18 South Street Condominium Trust

Indicate applicants relationship to owner: neighbor

This applicant is (check one):

<input type="checkbox"/>	An individual	<ul style="list-style-type: none"> • application to be signed by applicant
<input type="checkbox"/>	More than one individual, or a partnership	<ul style="list-style-type: none"> • application to be signed by all applicants
<input type="checkbox"/>	A corporation or LLC	<ul style="list-style-type: none"> • application to be signed by an officer authorized to do so by the corporation • attach corporate articles of organization
<input checked="" type="checkbox"/>	A trust	<ul style="list-style-type: none"> • application to be signed by authorized trustee • attach certificate of trust

APPLICATION
For Planning Board and Zoning Board of Appeals Approval

4. Applicable Section(s) of Zoning Ordinance and Prior Zoning Approvals	
You may refer to the Inspectional Services Denial Letter for the section of the Zoning Ordinance cited.	
Appellant's concerns involve but are not limited to Sections 5.4, 8.2, 9.1, 9.3, 9.5, 9.11, and applicable related sections of the International Building Code.	
5. Met with Planning Department Staff to review application requirements.	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, date	
6. Met with Engineering Department Staff to review application requirements.	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, date	
7. Existing Conditions Description	
Briefly describe existing structure(s) and/or use(s). Include number of employees, occupants and hours of operation, if applicable.	
The lot concerned is currently vacant, but has a history of common ownership with the neighboring lot, now owned by the Appellant. Appellant's lot consists of a 3-family dwelling. The lot in question once housed a single story garage then was renovated into a paved lot with a rear garden area and a shed.	
8. Proposal Description	
A. Briefly describe any changes in the structure(s) and/or use(s). Include whom the project is intended to serve, expected number of employees, and/or occupants and hours of operation, if applicable. In the CCD or TOD districts also include the square footage that will be allocated to each use cluster and associated parking.	
B. Explain any green building practices that you are using. Please consult the Environmental Protection Agency's Residential Green Building Guide for ideas (www.epa.gov/ne/greenbuildings).	
C. Is the proposal for a multi-family residence of three or more units, or for a place of public accommodation? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, submit an Accessibility Narrative listed under Checklist of Required Information.	
D. Are you demolishing a commercial structure or moving soil? Yes <input type="checkbox"/> No <input type="checkbox"/>	
E. Identify and list any 21E reports and other environmental assessments, analysis, clean-up studies, enforcement actions and any other environmental documentation that is available for the property, including documentation on underground storage tanks. Attach copies of all identified documents. Failure to identify and attach these documents, if applicable, will result in an application being deemed incomplete.	
If you discover an underground storage tank you must call the Somerville Fire Department immediately.	

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9. Zoning Data						
Refer to the SZO § 2.2 Definitions and SZO § 8 Dimensional Requirements for more information.						
Data	Existing	Proposed	Allowed	Existing or Permitted Nonconformity	New Violation	SZO Section Cited
Fill in both columns: numbers must match those on plans and other attached documentation.			Office Use			
A. Use						
B. # of Dwelling Units*	units	units				
C. Lot Area	square feet	square feet				
D. Lot Area ÷ # of Dwelling Units	sf per du	sf per du				
E. Gross Floor Area of Footprints of All Buildings	square feet	square feet				
F. Ground Coverage (E. ÷ C.)	%	%				
G. Landscaped Area (landscaped area ÷ C.)	%	%				
H. Pervious Area (pervious area ÷ C.)	%	%				
I. Net Floor Area** / *** (sum of all usable square feet)	square feet	square feet				
J. Floor Area Ratio (FAR) (I. ÷ C.)						
K. Building Height	feet	feet				
L. Front Yard Setback	feet	feet				
M. Rear Yard Setback	feet	feet				
N. Side Yard Setback (left when you face property)	feet	feet				
O. Side Yard Setback (right when you face property)	feet	feet				
P. Street Frontage	feet	feet				
Q. # of Parking Spaces						
R. # of Bicycle Parking Spaces						
S. # of Loading Spaces						
* 8 or more dwelling units - determine if Inclusionary Housing, Article 13, applies						
** In CCD and TOD use GROSS floor area						
*** 30,000+ square feet - determine if Linkage, Article 15, applies						

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10. Checklist of Required Information									
<p>This checklist will help you determine what you need to submit with this application form. Find the column for your submission type. The rows contain the number of copies of each item that you must submit and "Y" indicates include one copy. For each item check the column "Included" if you are submitting it or the "Waiver Requested" column for items that are not applicable to your proposal. Planning Staff may contact you to submit items for which you are requesting a waiver. If your application includes more than one type, submit the greatest number of copies listed. Please submit plans and other documentation electronically on a CD, flash drive or via email in addition to hard copies noted below.</p> <p>Checklist key: # = # of copies Y = include 1 copy I/A = if applicable include 1 copy N/A = not applicable SPSR-A = SPSR in Assembly Sq. Mixed-Use District TOD = Transit Oriented District CCD = Corridor Commercial District †† = within 500 feet of property</p>									
	Variance	SP / SPD	SPSR	PUD PMP	Subdivision	Revision to SP	Included	Waiver Requested	
Application Form & Supplemental Questions	3	3	3	3	3	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Denial Letter from Inspectional Services Division – if you received one	I/A	I/A	I/A	N/A	N/A	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Recorded Deed(s) to all properties involved in the project	1	1	1	N/A	1	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fees for Filing, Advertising & Abutter List. See fee schedule on application information sheet. Submit 3 separate checks or money orders payable to the City of Somerville or cash.	Y	Y	Y	Y	Y	Y	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Abutter List from neighboring municipality if your property is less than 300' from the Somerville boundary. Obtain list from neighboring municipality of the property owners' names and addresses that are within 300' of your property.	I/A	I/A	I/A	I/A	I/A	I/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Site Plans See appropriate Site Plan Review Checklists: (located in forms library under Planning and Zoning and Engineering): <ul style="list-style-type: none"> alterations with no change in footprint residential additions or structures with <250 sf footprint residential additions or structures with >250 sf footprint and all commercial additions or structures 	3	3	3	3	3	3			
	3 hard copies at initial filing, 8-10 copies at final filing								
Elevations front, side and rear of building(s) and signage with vertical height - measure from either lowest point between building and lot line, or 15' from building, to the highest point of roof beam, deck line of a mansard roof or average height between the plate and ridge of a gable, hip or gambrel roof – and description of proposed materials and colors. Include proposed mechanical and electrical system components, exhaust / ventilation systems, transformers, and satellite dishes and method of screening	3	3	3	N/A	N/A	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	3 hard copies at initial filing, 8-10 copies at final filing								
Conceptual Floor Plans with square footage and # of units	Y	Y	Y	N/A	N/A	Y	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Neighborhood Context Map showing the neighborhood in which the tract lies and any impacts upon the area (scale no less than 1"=100')	N/A	Wire-less only ††	SPS R-A only	Y	Y	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Building Shadow Analysis	I/A, Y in CCD/ TOD	I/A, Y in CCD/ TOD	Y	Y	I/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Traffic/Parking Analysis	3	3	3	3	3	N/A			
Traffic Study (if less than 25,000 square feet) estimate peak hour traffic volumes generated by proposed use, relation to existing volumes and projected future conditions	N/A	I/A	I/A, Y in TOD	I/A	I/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Traffic Impact Analysis (if 25,000 square feet or more) prepared by a professional traffic engineer who is registered with the Commonwealth of Massachusetts as a professional engineer in either traffic or transportation engineering, or any individual who has been certified by the Transportation Professional Certification Board, Inc. as a Professional Traffic Operations Engineer (PTOE). No other professional registration or qualification shall substitute for this requirement	N/A	I/A	I/A, Y in TOD	I/A	I/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Transportation Demand Management Plan	N/A	N/A	SPS R-A & TOD only	I/A	I/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Parking Optimization Plan	N/A	N/A	TOD only	I/A	I/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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(Checklist of Required Information Continued)								
Checklist key: # = # of copies Y = include 1 copy I/A = if applicable include 1 copy N/A = not applicable SPSR-A = SPSR in Assembly Sq. Mixed-Use District TOD = Transit Oriented District CCD = Corridor Commercial District †† = within 500 feet of property								
	Variance	SP / SPD	SPSR	PUD PMP	Subdivision	Revision to SP	Included	Waiver Requested
Accessibility Narrative For multi-family residences of three or more units, and for places of public accommodation: describe the major accessibility requirements, if any, for the proposed project under federal or state law(s), as well as the applicant's strategies for meeting those requirements. If your project is exempt from any accessibility requirements due to scoping parameters in the applicable standard(s), be sure to explain how and why. Please consult the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), the regulations of the Massachusetts Architectural Access Board (MAAB), and other accessibility standards as necessary. This narrative may take the form of a brief memo, prepared by a licensed architect or code consultant.	I/A	I/A	I/A	I/A	I/A	I/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LEED Worksheet (if greater than 10,000 square feet)	N/A	N/A	SPS R-A & TOD only	N/A	N/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conceptual 3-D Model of the Master Plan at 20 scale or alternate scale acceptable to the SPGA. In CCD and TOD include abutting properties.	I/A	I/A	SPS R-A, CCD & TOD only	I/A	I/A	I/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photographs of at least 8" by 10" showing the development site and surrounding parcels	I/A	I/A	I/A	I/A	I/A	I/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rendering or Computer-Simulated Photograph (from at least 2 prominent locations along the surrounding rights-of-way)	N/A	Wireless only	N/A	N/A	N/A	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11-17. Supplemental Questions	
Answer the supplemental questions for the permit you are seeking.	

APPLICATION
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Electronic version available:
<http://www.somervillema.gov>
Forms Library

Supplemental Questions for:
Administrative Appeals

17. Administrative Appeal Supporting Statements	
Address the following in order to submit an administrative appeal. Attach to application form:	
A. Explain the enforcement order(s) or ordinance interpretation(s) you are appealing and your basis or grounds for contesting the Building Superintendent or other administrative decision. Provide any information that you feel will aid the Board in its review of your case. See SZO § 3.2 for more information.	
Please see attached Notice of Administrative Appeal, letter requesting revocation of the building permits dated October 28, 2013, and supplemental documentation.	

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617.625.6600 ext. 2500
M-W 8:30am-4:30pm, Th 8:30am-7:30pm, F 8:30am-12:30pm

NOTICE OF ADMINISTRATIVE APPEAL

Premises: 16 South Street, Somerville, Massachusetts

Appellant/Applicant: 18 South Street Condominium Trust

Agent for Appellant/Applicant: Adam Dash, Esq.

Date: November 19, 2013

Background

On October 28, 2013, Appellant/Applicant 18 South Street Condominium Trust (the "Appellant"), via its attorney, Adam Dash, Esq., filed a request with the City of Somerville Inspectional Services Division for the revocation of any and all building permits issued to Patrycja E. Missiuro a/k/a Patrycja V. Missiuro and Dmitry G. Vasilyev a/k/a Dmitry M. Vasilyev (the "Developers"), for 16 South Street, Somerville, Massachusetts (the "Premises") and any other issued permits (the "Permits"). A copy of said request is attached hereto.

The Appellant sought a revocation on the following grounds:

- A. The Premises Creates a Parking Violation for the Appellant (SZO 8.2, 9.3, 9.5);
- B. The Premises Creates a Safety and Building Code Violation for the Appellant;
- C. The Appellant Does Not Have Another Available Means of Rear Egress;
- D. The Premises Has Created a Structural Concern for the Appellant (IBC c.33, s.3307);
- E. The Premises Parking Area Creates a Nuisance and Hazard to the Appellant (SZO 9.1); and
- F. The Premises Parking and Driveway Configurations are Non-Conforming (SZO 9.11).

The Premises was a vacant lot upon which the Developers are currently constructing a proposed three-family dwelling, which will not be owner-occupied, located in a BA district. It is located on a public way, being South Street, in Ward 2.

The Permits were issued allowing the Developers to construct the new dwelling as of right. Copies of the applications for the Permits are attached hereto. The Appellant states

that the Developers must obtain special permits and variances to complete the project as designed, and that they cannot do so by right.

On November 14, 2013, a letter denying the Appellant's request was received from the Inspectional Services Division, which was after the deadline for such a reply.

The Appellant hereby seeks a timely Administrative Appeal of the issued permits pursuant to Article 3 of the Somerville Zoning Ordinance, and failure of the Inspectional Services Division to comply with the statutory reply period.

At the present time, the Developers are continuing their construction to the detriment of Appellant's property, which has already sustained some structural damage as a result.

Argument

Appellant's arguments in favor of revoking the Permits are mostly contained in the October 28, 2013 request for revocation attached hereto, are incorporated herein by reference, and will not be repeated here. Additional and new information will, however, be provided.

In February of 2013, the Appellant filed a complaint with the Inspectional Services Division when the Developers locked the gate which allowed Appellant emergency egress from the rear of its property. In August of 2013, the Developers began construction on the adjacent lot, with the construction fence further blocking access to the Appellant through said gate. At that time, when the Appellant complained to the Inspectional Services Division, the Appellant was cited for a building code violation for insufficient emergency egress, and the Developers were not cited at all.

It was at this time, that the Appellant became aware of the full extent of the project contemplated by the Developers which, in addition to the elimination of the Appellant's necessary emergency egress, also creates a parking non-conformity for the Appellant's property, along with additional nuisances and hazards against which the Somerville Zoning Ordinance seeks to protect, leading to this Administrative Appeal.

As established by *Hoffman v. Board of Zoning Appeal of Cambridge*, 74 Mass. App. Ct. 804, 810, 910 N.E.2d 965 (2009), along with numerous cases in this area, adjacent lots coming into common ownership, as these lots did long before the single deed to the Developers, "are normally merged and treated as a single lot for zoning purposes." This treatment is in order to achieve the goal of zoning ordinances in minimizing non-conformities. See *Preston v. Board of Appeals of Hull*, 51 Mass. App. Ct. 236, 238 (2001). Similarly, in *Sorenti v. Board of Appeals of Wellesley*, 345 Mass. 348, 353 (1963), the Supreme Judicial Court held that as long as the adjoining parcels were under the landowner's control or "within his power," he must merge them to minimize nonconformity, despite any differences in ownership. In this instance, the Developers, as one-time owners of both 16 South Street and 18 South Street, were in total control of both parcels for the purposes of determining merger even after the artificial subdivision.

Additionally, once merged, any subsequent subdivision would have required site plan approval per Somerville Zoning Ordinance Section 5.4. Developers never applied for such approval. Thus, the City and the public were not provided the opportunity to review the subdivision and require the minimal conditions necessary to prevent the resultant non-conformities and neighborhood impacts. In this case, even if the subdivision were allowed, as in *DiCicco v. Berwick*, 27 Mass. App. Ct. 312, 313, 537 N.E.2d 1267 (1989), the Developers' lot "cannot be considered apart from" Appellant's lot for zoning purposes because at the time Appellant's lot was sold to the current owners, Developers' lot was necessary for Appellant's lot to conform with the requirements of the Somerville Zoning Ordinance.

In fact, Justin Guild, a former tenant of Developers at 18 South Street, states that the 16 South Street and 18 South Street properties were used in conjunction with each other as one property for parking, recreational and other purposes. See Affidavit of Justin Guild filed herewith.

Although these and other cases specifically deal with situations in which owners have artificially divided merged lots in a way that creates dimensional non-conformities, the Somerville Zoning Ordinance states in Sections 5.4, 8.2, 8.6.1 and 8.8 that once merged, lots cannot be divided in a manner that will result in parking or other non-conformities, as is the case here.

Further, since the Appellant's initial complaint regarding the blocked egress, the Appellant has learned that new plans for excavations with depths exceeding those originally filed with the Inspectional Services Division have been received. Since filing the initial request for revocation of the Permits, such further excavation appears to be temporarily halted while work continues in pits previously dug.

After Appellant filed its request for revocation of the Permits, a geotechnical examination performed on the Appellant's property showed recent structural damage to the Appellant's foundation which was most likely caused by the ongoing construction project at the Premises. That geotechnical report was forwarded to the Inspectional Services Division prior to the expiration of the deadline for the Inspectional Services Division to reply to Appellant's request for revocation of the Permits, and a copy is filed herewith. Appellant has not been informed of any follow up action that has been taken, and no stop work order has issued, as a result of said geotechnical report in order to protect Appellant's property in accordance with relevant building codes for construction and other codes and laws.

To date, construction is ongoing at the Premises, which will result in violations of the Somerville Zoning Ordinance and other codes and laws, including those non-conformities created for both the Developers and the Appellant, along with nuisances and public safety hazards to other residents of the area.

Therefore, the Permits should be revoked, and the Developers should have to seek zoning relief.

ADAM DASH & ASSOCIATES
ATTORNEYS AT LAW

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MELISSA HAGEMASTER
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BY HAND DELIVERY

October 28, 2013

City of Somerville
Department of Public Works
Inspectional Services
1 Franey Road
Somerville, MA 02145

ATTN: Goren Smiljic, Superintendent

RE: 16 South Street, Somerville, MA

Dear Mr. Smiljic:

Please accept this letter as a request by my client, 18 South Street Condominium Trust (the "Condo") of 18 South Street, Somerville, Massachusetts, to revoke all current building and other permits issued to Patrycja E. Missiuro a/k/a Patrycja V. Missiuro and Dmitry G. Vasilyev a/k/a Dmitry M. Vasilyev (the "Applicants"), for 16 South Street, Somerville, Massachusetts (the "Premises").

The Condo requests the revocation of said permits for the reasons set forth below:

A. The Premises create a parking violation for the Condo

Ms. Missiuro and Mr. Vasilyev purchased two lots, both previously referred to as 18 South Street from Ralph and Rosemarie Francioso, who held title to both lots at least as early as October 8, 2004, on a single deed to Ms. Missiuro and Mr. Vasilyev dated April 28, 2008. Regardless of additional prior titles which show the lots in common ownership to some extent dating back as far as 1950, at the latest, with that single deed on April 28, 2008, the lots merged. The lots still being owned together by the Applicants at the time of the transfer of the parcels to the Condo at 18 South Street with Ms. Missiuro as Trustee, and Mr. Missiuro individually at 16 South Street, respectively, on

July 28, 2010, the area provided by the vacant lot at 16 South Street was clearly used to satisfy the parking requirements for the development of the Condo at 18 South Street in 2010 by the Applicants.

Per Somerville Zoning Ordinance ("SZO") Section 9.5, the Condo, consisting of one 3-bedroom unit and two 2-bedroom units, requires 5 off-street parking spaces. The lot on which the Condo sits is only 2,720 square feet. The additional vacant lot containing an area of 3,000 square feet was more than sufficient to satisfy the parking requirements. As of July 15, 2010, the properties were still assessed jointly by the City of Somerville with an area consisting of 5,720 square feet.

Per SZO Section 8.2, when previously merged lots have been transferred subsequent to the effective date of the SZO, no lot or yard area required for a new building on one lot shall include a portion of that property which was a required area for compliance with the previously merged lot with regard specifically to parking, as well as other lot and area requirements. The Applicants are now, by developing the Premises, forcing a reduction in the number of off-street parking spaces available to the Condo and creating a violation of SZO Sections 9.3 and 9.5 in violation of SZO Section 8.2.

B. The Premises create safety violations for the Condo

Similarly, the lots still being owned together by the Applicants at the time of said transfer of the parcels on July 28, 2010, the area provided by the vacant lot at 16 South Street was also used to provide a means of rear egress for the Condo at 18 South Street.

The Master Deed of the Condo, executed by the Applicants as Declarants, states that each unit shall have egress in the rear through the door leading to the back porch of the first floor unit. While a fence was erected between the parcels at 16 South Street and 18 South Street sometime after the property at 18 South Street was converted for sale as condominium units, that fence contains a gate which previously allowed residents of the Condo to exit from the rear of the Condo property and cross over the vacant lot at 16 South Street to access the public way for both everyday use and in the event of an emergency. The vacant parcel at 16 South Street was also accessed by the residents regularly for storage of garbage and recycling receptacles as well as allowing residents use of the garden in the rear of the vacant parcel.

The Applicants' construction project and planned design blocks access through said gate and attempts to eliminate the easement over the 16 South Street property previously granted to residents of the Condo creating a health and safety violation, in

addition to a building code violation by impeding the rear egress for the residents of the Condo in the event of an emergency. The space between the structure of the Condo and the property line with 16 South Street is less than two feet wide (1.8 feet). The required space for a means of emergency egress is three feet in width. The Condo has offered to purchase either the land itself, or an easement to the 1.2 feet of land currently belonging to the vacant lot at 16 South Street, which would alleviate this situation created by the Applicants themselves in their separation of the parcels after having utilized them together to provide the necessary means of egress and other necessary requirements; however the Applicants have refused.

C. The Condo has no other available alternate means of rear egress.

Egress over the adjacent lot owned by the Applicants is the only available means of rear egress available to the Condo and has been used as such for nearly 30 years. In or around 1983, when ownership of the property at 22 South Street was transferred from common ownership with Rosemarie Francioso (who at the time also held title to both lots comprising what are now the Premises and the Condo), the neighboring lot erected a house on the lot, installed the driveway and other storage sheds, and installed a chain-link fence. The driveway, storage sheds, and fence all encroached upon a previously established common passageway between 18 and 22 South Street. From that time, the passageway was abandoned, and egress over the passageway by residents of 18 South Street ceased. From at least that time, rear egress for residents of 18 South Street only existed over the adjacent vacant lot at 16 South Street, being the Premises. The history of the usage of the lots is available from Ralph Francioso, the widower of Rosemarie Francioso, who owned the lots at 16 and 18 South Street with Ms. Francioso, and lived at 18 South Street with his wife from 1957, when the three lots were all owned together, through 2008, when he and his wife sold both lots together to the Applicants.

The argument that 18 South Street has use of the common passageway at 22 South Street as a means of egress is incorrect. The common passageway, which has not been used as such, as evidenced by the encroachment by both parcels, has been long abandoned. Even if the Condo sought to reintroduce the usage of the passageway, that usage would be far less safe for the residents of the Condo and would cause more harm to the owners of both 18 and 22 South Street than the harm to the Applicants in having a condition on construction include a 1.2 foot easement for pedestrian egress. The common passageway, since the 1980's has been paved over as a private driveway. Forcing the removal of the approximately 30 year old fence in order to utilize this space would only result in a violation of the purpose of SZO Section 9 which seeks to alleviate unsafe conflicts between vehicular and pedestrian traffic, not create a potential safety

hazard by requiring a mingling of pedestrian and vehicular traffic along the driveway of 22 South Street.

D. The Premises have created a structural concern for the Condo.

IBC chapter 33, Section 3307 requires protection to adjoining properties' foundations from damage during a construction project such as the one occurring at 16 South Street. The current excavation work does not match the original plans with respect to the depth of the pits being dug. The plans call for pits 9.5 feet in depth. According to subcontractors involved in the excavation project, the work orders received by them call for pits 14.5 feet in depth. The foundation of the Condo, having been built in the 1800's is only about 8 feet in depth. The existing excavation has not employed any means, thus far, of extra supports, retention walls, or the like to protect the foundation of the Condo, which sits mere 5 feet away from the deepest part of the pits and only 3.5 feet away from the exterior of the current excavation pit.

E. The Premises parking area, as designed, creates a nuisance and hazard to residents of the Condo.

SZO Section 9.1 states that the purpose of Article 9 is to protect adjoining lots, such as 18 South Street, from nuisance and hazards from land use involving the arrival, departure, and storage of motor vehicles. Among those mentioned are noise, headlight glare, and fumes. The current parking design for 16 South Street allows for an open walled parking structure in which the vehicles would face directly towards the Condo. Because the design intends for cars to park with their noses facing outward, right up to the property line (2 feet from the Condo), headlights from the cars will shine directly into the windows of the first floor unit and their motors will be turning on and off directly outside those same windows. While this could be alleviated to an extent by requiring cars to back into their parking spots, that solution would only result in the exhaust fumes flowing directly into the windows of the first floor unit, or becoming trapped between the two buildings. Currently, the exhaust will still be channeled out towards the Condo as the parking structure has a roof which prevents otherwise upward mobility of the fumes. With the entire east face of the proposed building being walled off, the only outlet for exhaust will be towards the Condo, or the rear of the proposed building at the Premises where it would flow upwards to the balconies of the building's residents thereby creating a nuisance and hazard for those residents of 16 South Street as well.

While the properties technically fall in a BA zone, not requiring landscaping for parking areas for less than 20 vehicles, from this point of South Street and continuing south, it is a mainly residential area. The properties at 18 and 22 South Street are both used for residential purposes, as is the proposed building at what will be 16 South Street. As such, it would be appropriate for the building plans to take into account the nature of the use and require some landscaping or shielding protection to abutting properties with regard to the proposed parking.

F. The Premises' parking and driveway configuration are non-conforming

Per SZO Section 9.11(e), in the case of a one-way driveway, such as exists in the plans for 16 South Street, the arrangement must allow for the vehicles to both enter the driveway and exit the driveway in a front-facing manner. Even with the proposed structure designed to utilize the maximum foot print available on the lot, the parking area will not allow for a sufficient turning radius to parking spaces #1 and #6 to both enter and exit the proposed structure in a forward-facing manner, particularly if parking spaces #2-#5 are occupied.

Additionally, SZO Section 9.11(e) requires that no vehicle should be required to stand in a right-of-way waiting to enter the lot. Because South Street is a one way street, and there is only a single way which acts as both entrance and exit to the Premises, if at any time a vehicle was attempting to exit while a second vehicle was attempting to enter, the second vehicle would be required to stand in the right-of-way, South Street, while waiting to enter, essentially stopping the flow of traffic.

In sum, the project proposed for the Premises is in violation of the Somerville Zoning Ordinance and is not possible without the issuance of a special permit and/or a variance. All building and other permits should be revoked, and Ms. Missiuri and Mr. Vasilyev should be forced to file a special permit and/or variance application.

Please feel free to contact me if you have any comments or questions.

Thank you.

SMILJIC
October 28, 2013
Page 6

Very truly yours,

A handwritten signature in black ink, consisting of a large, sweeping loop on the left that tapers into a long, horizontal line extending to the right.

Adam Dash

cc: George Proakis, Planning Dept.
John Long, City Clerk
18 South Street Condominium
Hon. Maryann M. Heuston, Alderman, Ward 2

From: Goran Smiljic [gsmiljic@somervillema.gov]
Sent: Thursday, November 14, 2013 5:45 PM
To: Adam Dash
Cc: David Shapiro; George Proakis; Al Bargoot
Subject: 16 South Street

Dear Attorney Dash:

I am in receipt of your October 28, 2013 letter regarding the compliance with building and zoning code for the project at 16 South Street. I understand that you are seeking an enforcement action under Section 3.1.8 of the Somerville Zoning Ordinance. Based upon the information that you have provided, there is not sufficient evidence presented to show that the property at 16 South Street has violated zoning or building code.

We are continuing to review the circumstances surrounding potential violations at 18 South Street, as identified in your letter. We have also requested that the attorney for the project at 16 South Street respond to your initial request. While we reserve the right to further investigate and enforce action against any violation, we will be taking no action at this time, and we will not be granting your request for enforcement.

This decision may be appealed to the Zoning Board of Appeals per Section 3.1.9 of the Somerville Zoning Ordinance.

Sincerely,

Goran Smiljic
Superintendent of Inspectional Services

02



2008 00088793
Bk: 51243 Pg: 43 Doc: DEED
Page: 1 of 2 05/30/2008 01:37 PM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 05/30/2008 01:37 PM
Ctri# 109293 12060 Doc# 00088793
Fee: \$2,378.04 Cons: \$521,500.00

We, Ralph P. Francioso and Rosemarie Francioso
of Cambridge, Massachusetts

For consideration paid, and in full consideration of Five Hundred
Twenty-~~one~~ Thousand Five Hundred and no/100 (\$521,500)

Grant to Dmitry G. Vasilyev and Patrycja E. Missiuro, *HUSBAND & WIFE
TENANTS BY THE
ENTIRETY*
of 18 South Street, Somerville, MA

with Quitclaim Covenants

All our right title and interest in and to a certain parcel of
land, with the buildings thereon, situated in said Somerville,
and being bounded and described as follows:

- NORTHEASTERLY by South Street;
- SOUTHEASTERLY by land now or formerly of the Somerville
Cooperative Bank
- SOUTHWESTERLY by land now or formerly of Scotti, and
- NORTHWESTERLY by land of Patalano.

Containing approxiamtely 3,000 square feet of land.

For our title see deed recorded in Book 19305 Page 096
and
A certain parcel of land with the buildings thereon, situated in
Somerville, Middlesex County, Massachusetts, and being bounded
and described as follows:

- NORTHERLY by South Street, thirty-five and 2/10 (35.2)
feet;
- EASTERLY by land of owners unknown, seventy-two and 4/10
(72.4) feet;
- SOUTHEASTERLY by land of owners unknown, thirty-six and 2/10
(36.2) feet; and
- WESTERLY by Lot "A" on plan hereinafter mentioned, eighty
Three and 1/10 (83.1) feet.

Containing 2,720 square feet of land, more or less.

Said premises are shown as Lot "B" on a plan entitled "Plan of
Land Somerville, Mass. Showing Lots "A" and "B" dated February 1,
1941, Tibbetts & Hanna - Surveyors, recorded with Middlesex South
District Deeds Book 6480, Page 12 and are hereby conveyed subject
to and with the benefit of the right to use in common with the
owner of Lot "A", the ten (10) foot common passageway, as shown
on said plan, for all usual purposes for which public ways are
used in said City of Somerville.

Meaning and intending to convey and hereby conveying the same
premises conveyed to us by deed of Rosemarie Francioso dated
October 8, 2004 recorded in Book 42929 page 539.

*Puljini & Norton
10 Forbes Road West
Boston MA 02184*

18 South Street Somerville

Witness my hand and seal this 25 day of April, 2008

Ralph P. Francioso
Ralph P. Francioso

Rosemarie Francioso
Rosemarie Francioso

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 25, 2008

On this 25th day of April, 2008 before me, the undersigned notary public, personally appeared Ralph P. Francioso and Rosemarie Francioso, proved to me through satisfactory evidence of identification, which where MA Drivers Lic or is personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Maria C Winslow
Notary-
My Commission Expires:



MARIA C. WINSLOW
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 9, 2012

Eugene C. Bruno
Attest Middlesex S. Register

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Page: 1 of 25 07/28/2010 03:09 PM

MASTER DEED
OF THE
18 SOUTH STREET CONDOMINIUM

We, Dmitry G. Vasilyev and Patrycja E. Missiuro, of 18 South Street, Somerville, MA., of (hereinafter referred to as "Declarant"), being the sole owners of land with buildings thereon known as and numbered 18 South Street, Somerville, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), which is attached hereto and hereby incorporated by reference and made a part hereof, 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 do 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 it hereby declares and provides as follows:

18 South St
Somerville

1. Name

The name of the Condominium shall be:

18 South Street Condominium

2. Description of the Land

The land on which the building and improvements are located is situated at 18 South Street, Somerville, Middlesex County, Massachusetts, and 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 Building

The condominium consists of three units. Unit 1 is situated on the first floor. Unit 2 is situated on the second floor. Unit 3 is situated on the third floor with its entrance and foyer located on the second floor. The description of the building comprising Units 1, 2 and 3 stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B.

Plan # 526 of 2010

1
MD

JOSEPH A. LOPISI, Esq.
2343 Massachusetts Avenue
Cambridge, MA 02140

4. Description of Units and Unit Boundaries

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

Unit 1 shall have the exclusive right and easement to use and enjoy (i) the side deck marked "For Exclusive Use of Unit 1" as shown on the Floor Plans recorded herewith; (ii) the area in the basement marked " For Exclusive Use of Unit 1" as shown on the Floor Plans recorded herewith; (iii) portions of the side yard adjacent to said exclusive use side deck marked "Allowed Expansion" as shown on the Floor Plans recorded herewith.

Unit 2 shall have the exclusive right and easement to use and enjoy (i) the area in the basement marked "For Exclusive Use of Unit 2" as shown on the Floor Plans recorded herewith; (ii) portion of the roof adjacent to the sunroom marked "Allowed Expansion" as shown on the Floor Plans recorded herewith.

Unit 3 shall have the exclusive right and easement to use and enjoy (i) the back deck marked "For Exclusive Use of Unit 3" as shown on the Floor Plans recorded herewith; (ii) the area in the basement marked "For Exclusive Use of Unit 3" as shown on the Floor Plans recorded herewith; (iii) portion of the roof adjacent to the existing exclusive use Deck marked "Allowed Expansion" as shown on the Floor Plans recorded herewith.

Units 1 and 3 shall have the right to extend the width of each said Unit's exclusive use deck as shown on the Floor Plans recorded herewith and Unit 2 shall have the right to expand the size of the sunroom as shown on the Floor Plans recorded herewith, if permitted by Somerville Zoning Laws and all other municipal regulations. Unit 2 shall have the right to either expand the sunroom as shown on the Floor Plans or construct a deck in the "allowed expansion" area as shown on the Floor Plans. The foregoing work is referred to herein collectively as the "Renovation Work". It is understood and agreed that all or any portion of the Renovation Work may be performed at any time and from time to time.

In connection with the Renovation Work, the owners of Units 1, 2 and 3 shall be required to comply with the applicable requirements of the City of Somerville zoning laws and building code and shall, if required, by the City of Somerville, obtain building permit(s) for the Renovation Work. The Renovation Work shall be done in a good and workmanlike manner and the said unit owner will use reasonable efforts, to the extent feasible, to preserve the architectural integrity of the Building. Any additional insurance premium expense resulting from said work shall be the responsibility of said unit owner. If the Renovation Work requires work to the common areas and facilities of the Condominium, said unit owner shall pay for such work as part of the Renovation Work.

Units 1, 2 and 3 shall be solely responsible for any damage caused to the common area resulting from the construction of said extension.

If the owners of any said units extend the width of their respective back porch, then said unit owner shall have the exclusive right and easement to use and enjoy said extended portion of each unit's respective back porch.

The owners of said units shall have the right and easement to enter upon all or any portion of the common areas of the Condominium with contractors, machinery and equipment in connection with the Renovation Work.

Upon completion of the Renovation Work, if the owners of said units wish to amend the floor plans and Master Deed to show this expanded exclusive use back porch, then the owner of said units, at their sole cost, shall have prepared and recorded an amendment to the Master Deed and such plan(s) as the owners of said units deem necessary or desirable to depict said unit's extended exclusive use back porch. The owners of the other units shall cooperate in executing said Amendment to Master Deed.

Any and all owners and parties having an interest in the common areas of said condominium, including, without limitation, all mortgagees and Trustees of the Condominium from time to time shall be deemed to have accepted and consented to (i) the rights and easements of the owners of any of said units to undertake and complete the Renovation Work, and (ii) the recording of any and all amendments to the Master Deed and floor plans in connection with the Renovation Work.

Each Unit includes the ownership of all appliances, fixtures, and utility installations which exclusively serve the Unit. Each Unit also includes the ownership of any air-conditioning unit or heating apparatus which serves the Unit alone whether located within the Unit or not. Each Unit shall have the appurtenant right to an easement to use, maintain, repair and replace such installations despite the fact that they are located in or on the Common Areas and Facilities as defined Paragraph 5 below.

Each unit shall have as appurtenant thereto the right and easement to use, repair, maintain and replace in common with the other units served thereby all utility lines, hot water heaters, pipes, ducts and wires and other common facilities which serve it including those which serve or connect to the plumbing, heating, electrical or other operational systems of the unit wherever the said pipes, ducts, wires, hot water heaters or other common facilities are located.

Each unit shall have as appurtenant thereto the right to use the common areas and facilities as described in Paragraph 5 hereof in common with the other unit in the condominium, except for the exclusive use areas and facilities designated on said floor plans and site plan recorded simultaneously herewith which are reserved as exclusive easements for the use of the unit to which such exclusive use areas and facilities appertain.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements") 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, backyard, sidewalks together with common area, and the improvements thereon and thereof, including without limiting the generality of the foregoing, exterior steps, exterior landings, and the other common areas not set apart for the exclusive use of any of the units, except that each unit shall have as appurtenant to said unit the exclusive use easements as set forth in Paragraph 4 herein.

(c) All areas of the building 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 foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between the common areas and the Units;
- (2) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereto, 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;
- (3) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit; and
- (4) 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;

(d) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land, except for the Units described in the aforesaid plans attached hereto.

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 attached hereto for each Unit. Said common areas and facilities, including those common areas to which certain units have as

appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of 18 South Street Condominium Trust and the By-Laws set forth therein, hereinafter referred to.

7. Floor Plans and Site Plan

The set of floor plans for Units 1, 2 and 3 of the Condominium, showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, bearing the verified statement of a Registered Architect, Alex Svirsky, Architex Team, Inc., 61 Gardener Rd, Brookline, Ma. 02445 fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of floor plans, hereinafter sometimes called the "floor plans," is hereby incorporated herein by this reference and made a part hereof. Also recorded herewith is a site plan by Clifford Rober, Prof. Land Surveyor, entitled "Master Deed Plan, 18 South Street Condominium, Somerville, Ma." dated June 17, 2010 showing the location of the building, common areas, and exclusive right to use areas.

8. Use of Building and Units

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

The Building and each of the three Units are intended only for residential purposes by not more than one family per unit or more than four unrelated persons; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and

No unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

9. Restrictions on 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 18 South 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 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 workmanlike manner, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of 18 South Street Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld, conditioned or delayed;

(c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, no awning, screen, antenna, sign, banner, window air conditioning unit in the front windows of a unit, except during the summer season, or other device, and no exterior change, addition, structure, projection, decoration or other feature 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, or door 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, unless the same shall have been unanimously approved by the Condominium Trustees and in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust;

(d) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(e) The Units of the Condominium may not be subdivided. The units shall not be leased to more than four unrelated persons.

(f) All leases or rental agreements for all three units shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium and rules and regulations as amended hereafter by the Trustees.

(g) 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;

(h) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of 18 South Street Condominium Trust as the persons in charge of the Common Elements, shall be enforceable 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 such Trustees; and

(i) 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 18 South 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.

(j) 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;

(k) No Unit shall be maintained at an ambient temperature of less than forty-five degrees (45) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings;

(l) 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;

(m) 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;

(n) 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, unless approved by all Trustees. 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;

(o) 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;

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

(q) 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;

(r) Unit Owners may keep in their Units, without the approval of the Trustees, dogs, cats, or other household pets, provided that the number of such pets does not exceed two (2) and such pets 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. The 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 seven (7) days. Any such notice shall only be sent following a meeting of Trustees and the Unit Owner whose pet is to be subject to the provisions of this paragraph. 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. The foregoing sentence shall not be construed as permission to any Unit Owner to allow such waste depositing to occur in any area of the Condominium, and such occurrences may be considered a "nuisance" by the Trustees in the application of their authority under the provisions of this Paragraph or as they may otherwise be empowered by the terms of the Master Deed and/or Condominium Trust.

10. Maintenance and Repair of Units

The owners of each of the Units shall be responsible to repair and maintain at their own cost their respective units, including general repair and maintenance of the exclusive right to use Porches (excluding structural repairs). The cost of maintaining and repairing the common areas (including the structural elements of the Porches) shall be borne in proportion to each Unit Owner's ownership percentage interest. All maintenance and replacement of and repairs to any Unit, ordinary or extraordinary (not necessitated by the negligence, misuse or neglect of another Unit Owner) and to the doors and windows, and to electrical, plumbing, heating and air conditioning (if any) fixtures within the Unit or belonging to the Unit Owner which are not a part of the common areas and facilities, and the washing of exterior glass of each unit shall be done by said Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein.

11. Amendments

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

- (i) signed by the Unit Owners entitled to one hundred percent (100%) of the undivided interest in the Common Elements;
- (ii) Signed and acknowledged by all Trustees of 18 South Street Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Middlesex 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 recorded 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 a 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 Amended 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 the 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.

102. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is 18 South Street Condominium Trust, a Massachusetts Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to his percentage of undivided interest in the Common elements to which such Owner is entitled hereunder. The names and address of the original and present Trustee thereof is:

Patrycja E. Missiuro
18 South Street
Somerville, MA. 02143

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

113. **Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations**
All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of 18 South Street Condominium Trust, 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 of conveyance or lease or tenancy at will agreement 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.

Any Unit Owner may lease or rent his unit, subject, however, to the following conditions:

- (a) Any lease or occupancy agreement shall:
- (1) be in writing
 - (2) be for a term of not less than 12 months; and
 - (3) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement; and
 - (4) contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING -- NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT

TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST, AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NON-COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT).

(b) If any Owner leases said Unit, said Owner shall be obligated to provide a copy of the Condominium Documents, including the Master Deed, By-Laws, and Rules and Regulations to the prospective tenant and shall require said tenant to sign an agreement that they comply with the Condominium Master Deed, By-Laws, and Rules and Regulations.

(c) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the other trustees of the Condominium Trust of which the leased Unit is a part, shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected Unit), have pursuant to the terms of the within Master Deed and the Declaration of Trust. The following rights and remedies shall be deemed at all times to be cumulative and not exclusive:

- (1) The other trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law.

Upon the Unit Owner's receipt of said written notice from the other trustees, the Unit Owner shall have the right to cure the tenants' breaches of said lease or to evict said tenant. If, despite the diligent efforts of the Unit Owner, the tenants' breaches have not been cured or the tenant has not been evicted within a reasonable period of time, then said Unit Owner

has the right to request binding arbitration regarding the alleged default by the tenant.

In addition, the other trustees shall include in the written notice of default provided to the Unit Owner an additional notice that said Unit Owner has the right to request binding arbitration regarding the alleged default by the tenant and that said Unit Owner must give written notice of his request for said binding arbitration within a reasonable time after the Unit Owner received said default notice and has failed to cure the tenants breaches or to evict said tenant.

In addition, the other trustees must inform the Unit Owner that his failure to request binding arbitration within a reasonable time after the Unit Owner received said default notice and has failed to cure the tenant's breaches or to evict said tenant shall be deemed to be a waiver of his right to seek binding arbitration. Said Unit Owner must provide written notice to the other trustees of his request for binding arbitration by postage prepaid, registered or certified mail, return receipt requested, addressed to the Trustee.

In the event that the Unit Owner elects arbitration, then such dispute concerning the other trustees' commencement of eviction proceedings against said Unit Owner or tenant shall be submitted to arbitration in accordance with the arbitration rules of the American Arbitration Association, and at least one of such arbitrators shall be an attorney at law, and all decisions shall be made by a majority of them. If the arbitrators' decision favors the other trustees, then the other trustees have the right to commence eviction proceedings against said tenant. If the arbitrators' decision is in favor of the Unit Owner, then the other trustees shall have no right to commence eviction proceedings against said tenant for the specific breaches which were the subject of said arbitration. Any decision by the arbitrators in favor of the Unit Owner shall in no way preclude the other trustees' additional rights and remedies as set forth in the Master Deed, By-Laws, and Rules and Regulations regarding any such breach by a tenant.

If the Unit Owner notifies the other trustees of his intention to seek arbitration, the Unit Owner must prepare and file the necessary applications with the American Arbitration Association within two weeks of the Unit Owners' notification to the other trustees. The Unit Owners shall be obligated to pursue with due and diligent efforts the resolution of this dispute before the American Arbitration Association. The Unit Owner shall be responsible to pay for any and all costs of arbitration. If the arbitrators decide in the favor of the Unit Owner, then the Unit Owner shall be reimbursed his reasonable costs incurred in seeking said arbitration. In no event shall the Unit Owner have any right to be reimbursed for attorney's fees in pursuing said arbitration.

- (2) If the default continues for a significant period of time during which said Unit Owner has failed to cure the tenants' breaches or has failed to evict said tenant and has failed to request arbitration, then the other trustees shall have the right to: levy fines against the Owner of the affected Unit in accordance with the provisions of 18 South Street Condominium Trust, and terminate the tenancy by giving written notice to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the other trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In the case of a lease, seven (7) days shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the other trustees may initiate and prosecute a summary process action against the tenant under the provisions of Massachusetts General Laws, Chapter 239, in the name of the landlord, or in the name of the other trustees, or both.
- (3) The other trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustees' election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- (4) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were Common Expenses owed by the Unit or Unit Owner.
- (5) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative, to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
- (6) A unit owner shall provide written notice to the other units owners of any lease renewal or extension agreement.
- (7) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.
- (8) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that the Trustees shall never bear any personal or individual responsibility with respect to said lease or occupancy agreement.

- (9) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to the Declarant, or to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

124. Encroachments

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

135. 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 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 located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

146. 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.

157. 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.

168. 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 provision hereof.

179. Conflicts

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

18. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws to the contrary, and in any event subject to any greater requirements pursuant to Massachusetts General Laws, Chapter 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagee:

- (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 or 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) above.
- (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 Condominium Trust.

- (c) Any First Mortgagee who obtains title 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 title to such Unit by such First Mortgagee except to the extent provided by the provisions of Chapter 400 of the Acts of 1992 and/or any other applicable law.
- (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer except to the extent otherwise provided by applicable law.
- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all 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 Paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

- (f) 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.
- (g) In no event shall any provision 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 to or a taking of such Unit and/or the Common Areas and Facilities.
- (h) 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 by 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 a revised 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 such Unit or the Common Areas and Facilities.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) 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.

The Declarant intends that the provisions of this Section 19 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 19 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 recorded with the Middlesex Registry of Deeds in accordance with the requirements of Section 10 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 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.

22. Rights Reserved to the Declarant for Sales.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there is an unsold Unit, the Declarant shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and License the use of any unsold Unit;

- (ii) Raise or lower the price of unsold Unit;
- (iii) Use any Unit owned by the Declarant as an office for the Declarant's use;
- (iv) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.
- (v) Modify, subdivide, or combine Units so long as the total of percentage interests in the Common Areas attributable to the Units as so modified shall be equal to the total of such percentages prior to the modification.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building or other structure and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

23. Mediation and Arbitration

Notwithstanding anything contained in this Master Deed to the contrary, any failure or inability of the Unit Owners or the Trustees to act by unanimous vote or unanimous written agreement with respect to any matter concerning the Trust or the Condominium shall be subject to the following dispute-resolution process:

STEP 1: Deadlock Notice, Response and Discussion Period. The Unit Owner or Trustee who alleges the so-called "deadlock" (herein, the "Claimant") shall initiate dispute resolution by providing the other Unit Owner or Trustee (herein, the "Respondent") with written notification (a "Deadlock Notice") setting forth, in reasonable detail, the factual basis for the matter for which the Unit Owners or Trustees have been unable to reach a unanimous decision (the "Deadlock"), together with a statement of the Claimant proposed resolution for the Deadlock. Within ten (10) business days of its receipt of a Deadlock Notice, the Respondent shall provide to the Claimant a written response (the "Response") setting out the Respondent's position regarding the Deadlock as well as its response to the Claimant's proposed resolution of the same. During the ten (10) business day period following the Claimant's receipt of the Response (the "Discussion Period"), the Claimant and the Respondent shall engage in good faith discussions for the purpose of resolving the Deadlock.

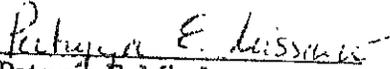
STEP 2: Mediation of the Deadlock: If, as of the last day of the Discussion Period, the Unit Owners or Trustees have not resolved the Deadlock to their mutual satisfaction, then either the Claimant or the Respondent may submit the matter to mediation by REBA Dispute Resolution, Inc. or any other mediator reasonably acceptable to both the Unit Owners and Trustees. Mediation sessions shall be conducted within thirty (30) days of the date of which the mediator receives a request for mediation from either the Unit Owner or Trustee. The rules and procedures of REBA Dispute Resolution, Inc. or such alternative mediator shall govern any such mediation. Any agreement resolving the Deadlock which is signed by the parties pursuant to a mediation conference shall be binding upon the parties.

STEP 3: Arbitration: In the event that the parties are unable to resolve the Deadlock by mediation, then the Deadlock shall then be submitted to arbitration. For purposes of arbitration, one arbitrator shall be designated by each of the Claimant and the Respondent within thirty (30) days after the expiration of mediation under Step 2 above, with a third arbitrator to be selected by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; provided, however, that if a party fails to designate an arbitrator prior to the expiration of such thirty (30) day period, the other party may designate the second arbitrator, who shall be a Massachusetts attorney with at least ten (10) years of experience real estate matters.

Costs of Dispute Resolution. The costs and the fees incurred in connection with mediation and arbitration of a Deadlock (including, without limitation, the fees and expenses of the mediator and/or arbitrators involved in the same but excluding attorneys fees and costs of each party) shall be liens on the Units and split equally between the parties, unless it is determined in arbitration that one party has acted in bad faith or has advanced one or more frivolous positions, in which case the arbitrators may require that the costs and expenses of the arbitration/mediation be paid by such Unit Owner or Trustee, and the amount of such costs and expenses shall be a lien on the unit represented by such Unit Owner or Trustee.

IN WITNESS WHEREOF, Dmitry G. Vasilyev and Patrycja E. Missiuro have caused this Master Deed to be duly executed, sealed and delivered on this 27th day of July, 2010.


Dmitry G. Vasilyev

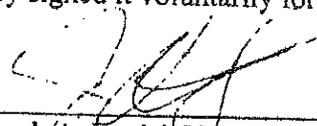

Patrycja E. Missiuro

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 17, 2010

On this 27th day of July, 2010, before me, the undersigned notary public, personally appeared Dmitry G. Vasilyev and Patrycja E. Missiuro, proved to me through satisfactory evidence of identification, which was/were [Mass. driver's license(s) or [] _____, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Joseph A. Lopisi, Notary Public
My Commission Expires: 4/14/2017



Joseph A. Lopisi
Notary Public
Commonwealth of Massachusetts
My Commission Expires:
April 14, 2017

EXHIBIT A
LEGAL DESCRIPTION

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, and being bounded and described as follows:

NORTHERLY by South Street, thirty-five and $\frac{2}{10}$ (35.2) feet;

EASTERLY by land of owners unknown, seventy-two and $\frac{4}{10}$ (72.4) feet;

SOUTHEASTERLY by land of owners unknown, thirty-six and $\frac{2}{10}$ (36.2) feet; and

WESTERLY by Lot "A" on plan hereinafter mentioned, eighty Three and $\frac{1}{10}$ (83.1) feet.

Containing 2,720 square feet of land, more or less.

Said premises are shown as Lot "B" on a plan entitled "Plan of Land Somerville, Mass. Showing Lots "A" and "B" dated February 1, 1941, Tibbetts & Hanna - Surveyors, recorded with Middlesex South District Deeds Book 6480, Page 12 and are hereby conveyed subject to and with the benefit of the right to use in common with the owner of Lot "A", the ten (10) foot common passageway, as shown on said plan, for all usual purposes for which public ways are used in said City of Somerville.

T.t.l. Reference 51243/43

18 SOUTH STREET CONDOMINIUM

EXHIBIT B

The Building comprising 18 South Street Condominium is located at 18 South Street, Somerville, Middlesex County, Massachusetts.

The Condominium contains three residential condominium units. The Building is three stories in height above the existing grade of South Street, with a full basement containing common area and three exclusive rights to use areas (one for each unit). Each Unit shall have the exclusive right and easement to use their adjacent back porches. A portion of the basement shall be a common area for the storage of bikes/strollers/scooters/small vehicles of the unit owners. Each unit shall be entitled to store up to 3 of such devices in that space.

Said Building is of wood frame construction with vinyl siding and asphalt shingle roof. The foundation is stone and cement.

There are separate electric meters for each unit together with a separate electric meter for the common areas. All three units are heated by gas-fired forced hot water baseboard heat and each Unit's hot water is furnished through a separate gas-fired hot water heater.

All three units have individual hookups for washing machines in the basement. Units 1 and 3 have hookups for gas dryers in the basement. Units 1 and 3 shall have the right to convert said gas dryers to electric dryers at their sole cost. Unit 2 has a hookup for an electric dryer and the right to convert said electric dryer to gas dryer at their sole cost.

One water and sewer line serves all three units and the common areas.

The Declarants own the undeveloped lot adjacent to said condominium. The owners of the units of said condominium shall have no objections to the Declarants in the future developing said lot into a residential or commercial dwelling.

18 SOUTH STREET CONDOMINIUM
EXHIBIT C

Unit Number	Property Address	No. of Rooms*	Approximate Area in Sq. Ft.	% interest in Common Elements
1	18 South Street Somerville, Ma. 02143	7 **	1132 ft. ²	40 %
2	18 South Street Somerville, Ma. 02143	6***	769 ft. ²	30 %
3	18 South Street Somerville, Ma. 02143	5 ****	846 ft. ²	30 %

Each unit has immediate access to the outside through the front door way leading out to the front entry landing. All three units have immediate access to the outside through the rear doorway leading out to the first floor back porch.

*the number of rooms does not include the units' closets, porches, laundry, foyers and halls.

** Said 7 designated rooms are: living room, kitchen, two bathrooms, and three bedrooms.

*** Said 6 designated rooms are: living room, kitchen, sunroom, one bathroom, and two bedrooms.

**** Said 5 designated rooms are: living room, kitchen, one bathroom, and two bedrooms.

18 SOUTH STREET CONDOMINIUM
EXHIBIT C

EXHIBIT C, CONTINUED

The Unit dimensions shown on the plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

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.
- (2) Ceilings: the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof.
- (3) Interior Building Walls Between Units and Between Units and Common Areas: the plane of the surface of the wall furrings on 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,* 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.

*Each unit owner shall be responsible for the maintenance of the exterior surface of any doors leading directly from their unit into a common area. Each unit owner shall be responsible to maintain the exterior surface of any window glass in their unit.

K.K.

2



Bk: 55064 Pg: 427 Doc: DEED
Page: 1 of 2 07/28/2010 03:09 PM

QUITCLAIM DEED

We, **DMITRY G. VASILYEV** and **PATRYCJA E. MISSIURO**, of 18 South Street, Somerville, Middlesex County, Massachusetts, for consideration paid and in full consideration of ONE (\$1.00) Dollar, and other good and valuable consideration, the receipt of which is hereby acknowledged, grant to **PATRYCJA E. MISSIURO**, an Individual, of 18 South Street, Somerville, Massachusetts,

with Quitclaim Covenants

All our right title and interest in and to a certain parcel of land, with the buildings thereon, situated in said Somerville, and being bounded and described as follows:

- NORTHEASTERLY by South Street;
- SOUTHEASTERLY by land now or formerly of the Somerville Cooperative Bank
- SOUTHWESTERLY by land now or formerly of Scotti, and
- NORTHWESTERLY by land of Patalano.

Containing approxiamtely 3,000 square feet of land.

For our title see deed dated April 25, 2008 and recorded at the Middlesex South Registry of Deeds in Book 51243 Page 43

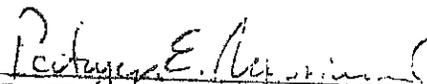
VACANT lot on South Street, Somerville

JOSEPH A. LOPISI, Esq.
2343 Massachusetts Avenue
Cambridge, MA 02140

WITNESS our hands and seals this 27th day of July, 2010.



DMITRY G. VASILYEV



PATRYCJA E. MISSIURO

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

July 27, 2010

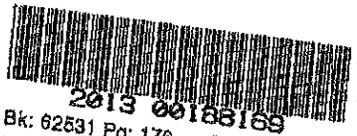
On this 27th day of July, 2010, before me the undersigned Notary Public, personally appeared **DMITRY G. VASILYEV** and **PATRYCJA E. MISSIURO**, and proved to me through satisfactory evidence of identification, which were valid Driver's Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public: Joseph A. Lopisi
M/C/E: 4/14/2017



Joseph A. Lopisi
Notary Public
Commonwealth of Massachusetts
My Commission Expires:
April 14, 2017



Bk: 62531 Pg: 176 Doc: DEED
Page: 1 of 2 08/27/2013 02:11 PM

QUITCLAIM DEED

I, Patrycja E. Missiuro a/k/a Patrycja V. Missiuro, a married person of 18 South Street, Somerville, Middlesex County, Massachusetts, 02143

For consideration paid, and in full consideration of One Dollar (\$1.00),

Grant to Patrycja V. Missiuro and Dmitry M. Vasilyev, husband and wife, tenants by the entirety, of 18 South Street, Middlesex County, Somerville, Massachusetts, 02143

With QUITCLAIM COVENANTS

All our right title and interest in and to a certain parcel of land, with the buildings thereon, situated in said Somerville, and being bounded and described as follows:

NORTHEASTERLY by South Street;

SOUTHEASTERLY by land now or formerly of the Somerville Cooperative Bank

SOUTHWESTERLY by land now or formerly of Scotti, and

NORTHWESTERLY by land of Patalano.

BEING the same premises conveyed to the Grantor herein by deed dated July 27, 2010 and recorded in Middlesex County Registry of Deeds in Book 55084 Page 427

16 South St - Somerville

Ligris + Associates PC
1188 Centr. St. 2nd Floor
Newton, MA 02459

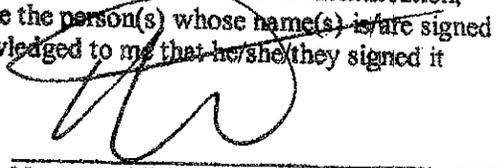
Witness our hands and seals this 22 day of August, 2013.

Patrycja V. Missiuro
Patrycja V. Missiuro

COMMONWEALTH OF MASSACHUSETTS

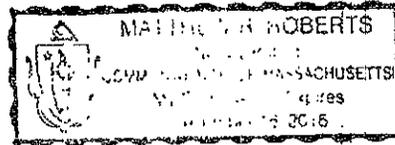
Worcester County, ss

On this 22 day of August, 2013, before me, the undersigned notary public, personally appeared Patrycja V. Missiuro, proved to me through satisfactory evidence of identification, which was her driver's license, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Notary Public

My Commission expires:



29 WARREN STREET LLC,
32 WARREN ST
CAMBRIDGE, MA 02139

3 J STREET LLC
32 WARREN ST
CAMBRIDGE, MA 02141

ALBANO, DANIEL C. & DANIEL D.
ALBANO
29 ADAMS STREET
ARLINGTON, MA 02474

AMARAL, IRIA TRS. OF AMARAL REALTY
TRUST
37 JEFFERSON ST
CAMBRIDGE, MA 02141

ARRUDA, LUIS A. & ANA P. LIDO ARRUDA
19 1/2 JEFFERSON ST.
CAMBRIDGE, MA 02141

AYLWARDM, BRIAN TRUSTEE OF
CAMBRIDGE PORTER REALTY TRUST
48 PORTER ST
CAMBRIDGE, MA 02141

BAIROS, JOSEPH & HILDA BAIROS
19 HERITAGE WAY
BURLINGTON, MA 01803

BAIROS, JOSEPH & HILDA BAIROS
19 HERITAGE WAY
BURLINGTON, MA 01803

BALLIRO, LINDA
43 JEFFERSON ST., UNIT #1
CAMBRIDGE, MA 02138

BARABAN, JOSHUA H. & MARA S.
BARABAN
29 JEFFERSON ST., UNIT #1
CAMBRIDGE, MA 02141

BEADLE, GORDON & MARINA BONI
35 JEFFERSON ST
CAMBRIDGE, MA 02141

BECKWITH, TONI F., TRUSTEE THE
FRANCIOSO FAMILY IRREV. TR.
C/O FRANCIOSO
51 PORTER STREET
CAMBRIDGE, MA 02141

BHATTI, ESTHER GILL
7 JEFFERSON ST., #2
CAMBRIDGE, MA 02141

BORNSTEIN, STEVEN J.
9 JAMES WAY
CAMBRIDGE, MA 02141

CAMBRIDGE CITY OF SCHOOL DEPT
159 THORNDIKE ST
CAMBRIDGE, MA 02141

CAMELIO, NANCY, A LIFE ESTATE, ANNA
LOMBARDI, LIFE ESTATE
48 WARREN ST.
CAMBRIDGE, MA 02141

CARVELLO, JENNIE C., A LIFE ESTATE
44 WARREN STREET
CAMBRIDGE, MA 02141

CERQUEIRA, MARIA H.
48 HARDING ST.
CAMBRIDGE, MA 02141

CHEN, SONGQI & XIAOZHONG YANG
7 JEFFERSON ST., #3
CAMBRIDGE, MA 02141

CORKERY, KATE
33 WARREN ST. UNIT#2
CAMBRIDGE, MA 02141

DAVETA, ANTHONY & CIVITA DAVETA, A
LIFE ESTATE
81 PORTER ST
CAMBRIDGE, MA 02141

DECARLO, GENO & DIANE M. STRZESAK
5420 SOUTH THUNDER SKY WAY
TUCSON, AZ 85751

DIBIASE, FELICIA
17 MARION ST
CAMBRIDGE, MA 02141

DIBIASE, GIRO JR. & FELICIA DIBIASE
52 PORTER ST
CAMBRIDGE, MA 02141

DOHERTY, KATHLEEN E.
29 JEFFERSON ST., UNIT #2
CAMBRIDGE, MA 02141

EDICK, DAWN A.
41 JEFFERSON ST., UNIT #41
CAMBRIDGE, MA 02138

ESPINOLA, ZENALIA
21 HERITAGE WAY.
BURLINGTON, MA 01803

FEMININE CATHOLIC ASSOCIATION SS
COSMO E DAMIANO
17 PORTER ST
CAMBRIDGE, MA 02141

FLEMING, HELEN A LIFE ESTATE
39 JEFFERSON ST
CAMBRIDGE, MA 02141

FREITAS, JOSE R. & ZELIA C. FREITAS,
TRUSTEES
24 JEFFERSON ST
CAMBRIDGE, MA 02141

FURTADO, NATALIA M. & HELENA
MARTINS
33 PORTER ST
CAMBRIDGE, MA 02141

GROGIANNIS, CHRISTINA & ERIKA
HAYDEN
43 JEFFERSON ST. UNIT#3
CAMBRIDGE, MA 02138

HANLIN, ALBERT W. & CHERYL A.
HANLIN
73 PORTER ST
CAMBRIDGE, MA 02141

HSIEH, PAMELA STONE
7 JEFFERSON ST., #1
CAMBRIDGE, MA 02141

JUST A START COPORATION C/O
LAUREN CURRY
PO BOX 410310
CAMBRIDGE, MA 02141

KOPCO, NORBERT & VIRGINIA BEST
34 JEFFERSON ST. UNIT#1
CAMBRIDGE, MA 02141

MAGALHAES, JOSE B. & BEATRIZ B.
MAGALHAES, TRS.
66 PORTER STREET
CAMBRIDGE, MA 02141

MARTINS FAMILY LLC
15 SUMMIT AVE
SOMERVILLE, MA 02143

MCAVENTIA, DONNA M.
35 WARREN ST
CAMBRIDGE, MA 02141

MCDAVITT, PHILIP
2 BEDFORD ST
CAMBRIDGE, MA 02138

MELO, MARK P. C/O MELO, MARK P.,
TRUSTEES
100 FERNCROFT RD
TEWKSBURY, MA 01876

MICCICHE, LOUIS C. C/O L&V MASS
PROPERTIES LLC
44 PORTSMOUTH ST. APT2
CAMBRIDGE, MA 02141

MIELE, ANNA E., LIFE ESTATE
48 1 SEVEN SPRINGS LANE
BURLINGTON, MA 01803

NYLUND, LUCY AND ISAAC JACK Z.
TROMPETTER
39 PORTER ST.
CAMBRIDGE, MA 02141

OLIVEIRA, LUISA M.
33 WARREN ST. UNIT#3
CAMBRIDGE, MA 02141

PAPPAS, MARK J.
10-10R PORTER ST.
CAMBRIDGE, MA 02141

PEREIRA, ANTONIO S. & MARIA deFATIMA
PEREIRA
51 WARREN STREET
SOMERVILLE, MA 02143

PILLSBURY, AMANDA T.
43 JEFFERSON ST., #2
CAMBRIDGE, MA 02141

PONDELLI, ALBERT J. & LUCIA Y.
PONDELLI, TRS.
OF THE MARION TRUST
56 GILMAN STREET
SOMERVILLE, MA 02145

REGO, ANTONIO & MARIA G. REGO, TRS.
OF THE REGO FAMILY TRUST
106 DOVER STREET
MEDFORD, MA 02155

REGO, JOSEPH R.S. & MARIA R. REGO
TRUSTEE OF REGO FAMILY TRUST
22 JEFFERSON ST
CAMBRIDGE, MA 02141

ROBINSON, JAIME L.
34 JEFFERSON ST., UNIT #3
CAMBRIDGE, MA 02141

ROCHA, JOSE C. & CAROL L. ROCHA
18 VICTOR DR
TEWKSBURY, MA 01876

ROCHA, JOSE., MARIA DUTRA, ANTONIO
ROCHA JR., ANA M. BURKE &
EDUARDO ROCHA
11 JEFFERSON ST
CAMBRIDGE, MA 02141

SIMEONE, MICHAEL, JOHN SIMEONE,
JOSEPH DEVITO JR. & ANTHONY DEVITO,
TRS.
26 PORTER ST

SIMEONE, MICHAEL, JOHN SIMEONE,
JOSEPH DEVITO, JR. & ANTHONY DEVITO,
TRS.
26 PORTER ST.
CAMBRIDGE, MA 02141

SIMEONE, MICHAEL, JOHN SIMEONE,
JOSEPH DEVITO, JR. & ANTHONY DEVITO,
TRS.
26 PORTER ST
CAMBRIDGE, MA 02141

SIMEONE, MICHAEL, JOHN SIMEONE,
JOSEPH DEVITO, JR. & ANTHONY DEVITO
TRS.
26 PORTER STREET
CAMBRIDGE, MA 02141

SMUTNY, GREG & DANIELLE WALQUIST
36 JEFFERSON ST
CAMBRIDGE, MA 02141

SOUSA, MARIA INES, TRUSTEE THE
SOUSA IRREVOCABLE TRUST
9 JEFFERSON ST
CAMBRIDGE, MA 02141

TAVARES, IRENE & ALFREDO S.
SEQUEIRA
32 HARDING ST
CAMBRIDGE, MA 02141

TAVARES, LINO B. & IRENE S. TAVARES
53 PORTER ST
CAMBRIDGE, MA 02141

TRINGALI, MARIE P., TR. THE TRINGALI
FAMILY TRUST
37 PORTER ST
CAMBRIDGE, MA 02141

VALENTE, FRANCISCO R. & MARIA
VALENTE
201 NORFOLK ST
CAMBRIDGE, MA 02139

VELLUCCI, ALFRED E., JR.
42-46 PORTER STREET
CAMBRIDGE, MA 02141

WARREN PALS CLUB INCORPORATED
41 WARREN ST
CAMBRIDGE, MA 02141

WRIGHT, ANDREW M.
34 JEFFERSON ST., UNIT #2
CAMBRIDGE, MA 02141

YENDIKI, ANASTASIA
33 WARREN ST. UNIT#1
CAMBRIDGE, MA 02141



Office of Strategic Planning & Community Development
DIVISION OF INSPECTIONAL SERVICES

COMPLAINT FORM

DATE: 2/5/13 COMPLAINT NO.: 44

COMPLAINT ADDRESS: 18 (South + (16 South) St.

MAP _____ BLOCK _____ LOT _____ ZONE _____ PCC _____

OWNER: _____ TEL # _____

ADDRESS: _____

COMPLAINT: 18 South St Exit gate
Locked - by owner of 16 South St.

INSPECTION DATE: 2-22-13

REPORT: I was @ 18 South St. - ~~16~~
16 South St. appears to be fenced in lot
- Negative dispute.
No cause of violation

INSPECTORS SIGNATURE: _____

fk



CITY OF SOMERVILLE, MASSACHUSETTS
MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT

Office of Strategic Planning
& Community Development

JOSEPH A. CURTATONE
MAYOR

Division of Inspectional Services

NOTICE OF VIOLATION OF THE STATE BUILDING CODE 780 CMR

TO: Adam M. Friedman
18 South St. #1
Somerville, MA 02143

DATE: August 28, 2013

Owner or agent of property located in the City of Somerville at:

18 South Street
Assessor's Map 97 Block F Lot

The Inspectional Services Division of the Office of Strategic Planning and Community Development, City of Somerville, has determined certain property which you own, manage or control, is in violation of M.G.L. c. 143, § 93 - 100, authorizing the State Building Code, 780 CMR, incorporating the International Building Code (IBC), International Residential Code (IRC) and the International Existing Building Code (IEBC), to wit:

IBC c. 34 § 102.2.2 .1.3 Existing Non-Conforming Means of Egress: Any required means of egress component which is not so arranged as to provide safe and adequate means of egress.

IBC § 1020.2.2 Arrangement: Exterior exit doors shall lead directly to the exit discharge or the public way. The existing means of egress is obstructed by a fence, preventing egress to the public way in the event of an emergency.

To remedy this condition:

Retain the services of a Mass. Registered architect or engineer, who is to provide plans and recommendations that will correct the cause of violation; Failure to comply will result in an order to vacate the building of all inhabitants until such time as the violations are corrected.

Hereof Fail Not, under penalty of law, to comply with said Building Code within twenty-four (24) hours upon your receipt of this notice.

Paul J. Nonni, Senior Building Inspector

**Notice in compliance with the State Building Code 780 CMR
which adopted the International Building Code (IBC)**

You should immediately contact the building inspector concerning this violation to order to avoid the filing of criminal charges against you.

This notice of violation of law is a serious matter and should not be ignored.

IBC § 116.4 provides that if an owner of an unsafe structure refuses or neglects to comply with the requirements of such notice and such structure is not made safe or taken down as ordered therein, a careful survey of the premises shall be made by a board consisting of a city engineer, the head of the fire department, as defined in MGL c. 148 §1, and one disinterested person to be appointed by the building official. A written report of such survey shall be made and a copy thereof served on such owner.

IBC § 116.5f such survey report as outlined in § 116.4 declares such structure to be dangerous or to be unused, uninhabited or abandoned and open to the weather, and if such owner continues such refusal or neglect, the building official shall cause it to be made safe, or taken down, or to be made secure, and if the public safety so requires, said building official may at once enter the structure, the land on which it stands or he abutting land or buildings, with such assistance as he may require, and secure the same and may remove or evict under the pertinent provisions of MGL c. 239, or otherwise any tenant or occupant thereof; in case of such demolition, the said building official shall cause such lot to be leveled to conform to adjacent grades with inorganic fill. The costs and charges incurred shall constitute a lien upon the land upon which the structure is located and shall be enforced in an action of contract, and owner shall, for every day's continuance of such refusal or neglect after being so notified, be punished by a fine in accordance with § 114.

I.B.C. § R116.6 Notwithstanding the provisions of § 114., an owner, aggrieved by such order may have the remedy prescribed by MGL c. 139 § 2; provided that any provision of MGL c. 139, § 2 shall not be construed so as to hinder, delay, or prevent the building official from acting and proceeding under § 116; and provided, further, that this section shall not prevent the city from recovering the forfeiture provided in said § 116.5 from the date of service of the original notice, unless the order is nullified by the jury.

**INSPECTIONAL SERVICES DIVISION
OFFICE OF STRATEGIC PLANNING AND DEVELOPMENT
One Franey Road Somerville MA 02145
617-625-6600 ext. 5600**

THE COMMONWEALTH OF MASSACHUSETTS
 CITY OF SOMERVILLE
 OFFICE OF THE COLLECTOR OF TAXES



Bk: 55089 Pg: 503 Doc: MLC
 Page: 1 of 1 08/02/2010 09:54 AM

CERTIFICATE OF MUNICIPAL LIENS
 GENERAL LAWS, CHAPTER 60,
 SECTION 23 AS AMENDED

CERTIFICATE #: 152669
 CERTIFICATE DATE: July 15, 2010

I hereby certify from available information that hereinafter listed are all taxes, assessments, water rates and charges, which on the above date constitute liens on the parcel of real estate specified in your application dated July 9, 2010. The amounts now payable on account of such real estate so far as they are fixed and ascertained are itemized below. Any amount not ascertainable is so stated.

Stiles & Associates
 1250 Hancock St.
 Quincy, MA 02169

Property Description:
 Location: 18 SOUTH ST
 Parcel: Map:097-F Lot:005 Unit:
 Area: 5,720
 Value: 0
 Class Code:105-THREE FAMILY
 Additional Lots:6

Assessed to:
 VASILYEV DMITRY G
 MISSIURO PATRYCJA E
 18 SOUTH ST
 SOMERVILLE MA 02143

Account Numbers:
 RE Account: 16527175
 W/S Account 1: 124011001
 W/S Account 2: N/A
 W/S Account 3: N/A
 W/S Account 4: N/A
 W/S Account 5: N/A
 W/S Account 6: N/A
 Prior Account: N/A

FY 2011
 Real Estate Taxes: 2,208.14
 Preliminary (1st & 2nd Qtr)

	FY 2011 1st Qtr 08/02/2010	FY 2011 2nd Qtr Date N/A	FY 2011 3rd Qtr Date N/A	FY 2011 4th Qtr Date N/A	FY 2010	FY 88-09 Prior Yrs Tax Total	Tax Title
Taxes Due	1,104.07	1,104.07	N/A	N/A	0.00	0.00	0.00
Interest	0.00	0.00	N/A	N/A	0.00	0.00	0.00
Fees/Demands				N/A	0.00	0.00	0.00
Betterments/Liens			N/A		0.00	0.00	
Total Due	1,104.07	1,104.07	N/A	N/A	0.00	0.00	0.00

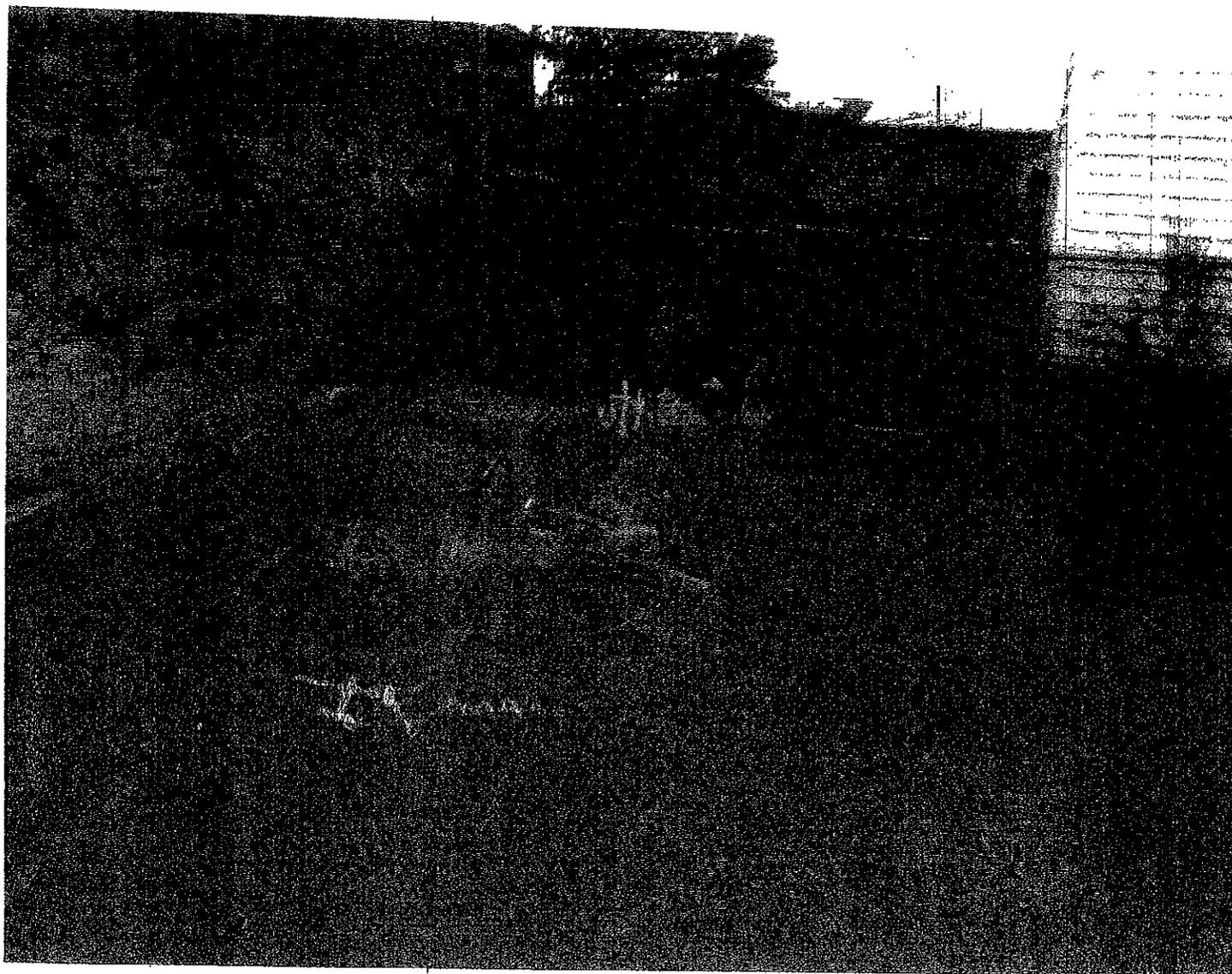
Outstanding water & sewer balance: \$ 0.00 (W/S ACCT 124011001)
 Total Amount Due: \$ 2,208.14

Massachusetts General Laws (Chapter 59, section 57 and 69; Chapter 60, sections 62 and 63 and 68) fix the interest rates for delinquent water and sewer accounts. Real Estate interest charges on this certificate are computed through the date of this certificate. Real Estate and Water and Sewer balances are current as of certificate date. Please call the Water Department at (617) 625-6600 x5850 for a final reading.

I have no knowledge of any other liens outstanding as of the date of this certificate.

Collector of Taxes, City of Somerville

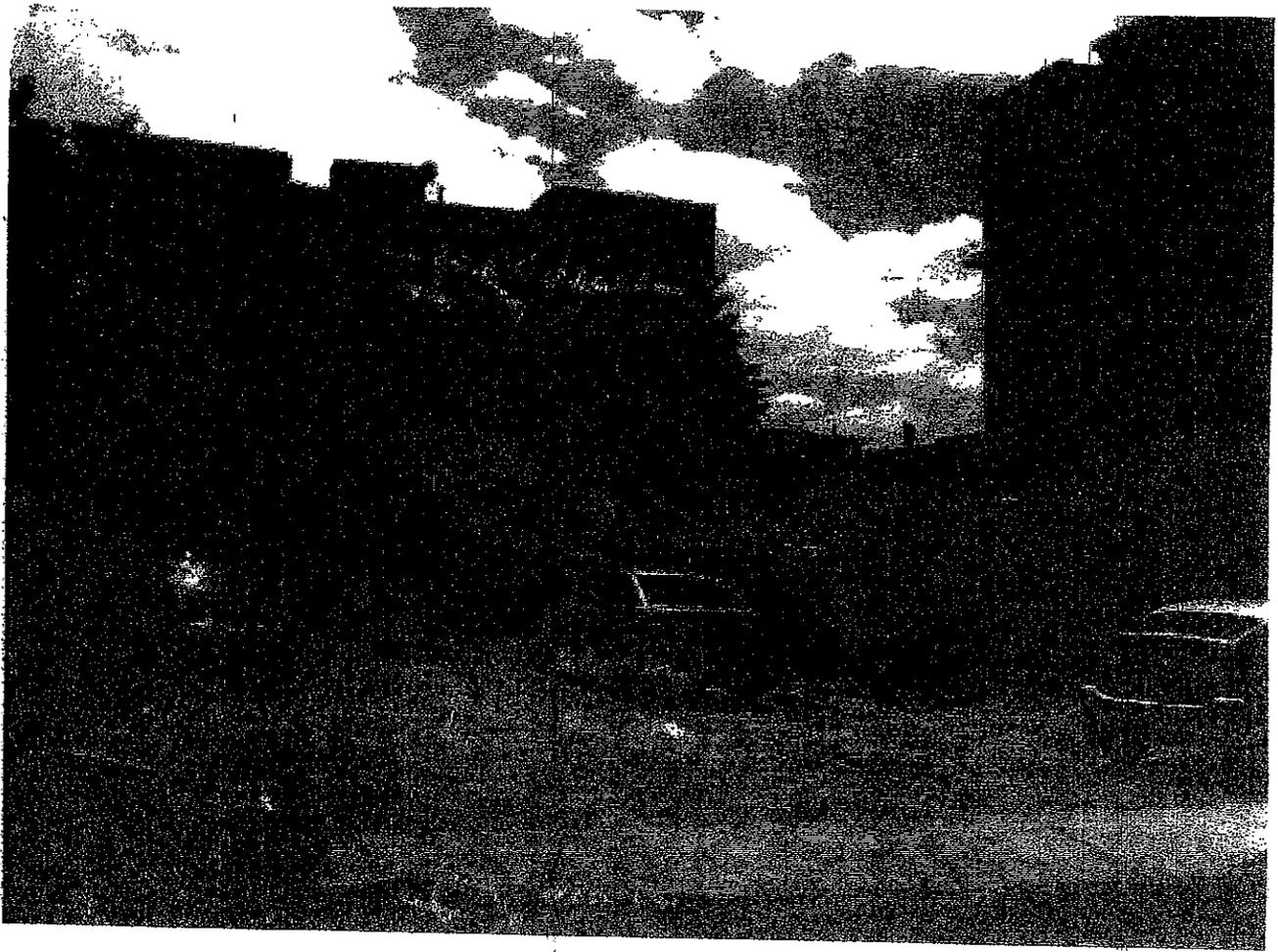
Elizabeth A. Graveiro
 ELIZABETH A. GRAVEIRO, Treasurer and Collector



South-16, garbage cans of 18 South 2, plus bricks they dug up to remove evidence of path



South-16, path to gate: bricks that they kept



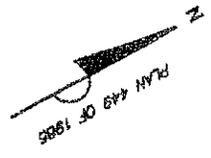
SOUTH STREET

(PUBLIC - 30' WIDE)
BRITANNIUS CONCRETE

HUNTING STREET

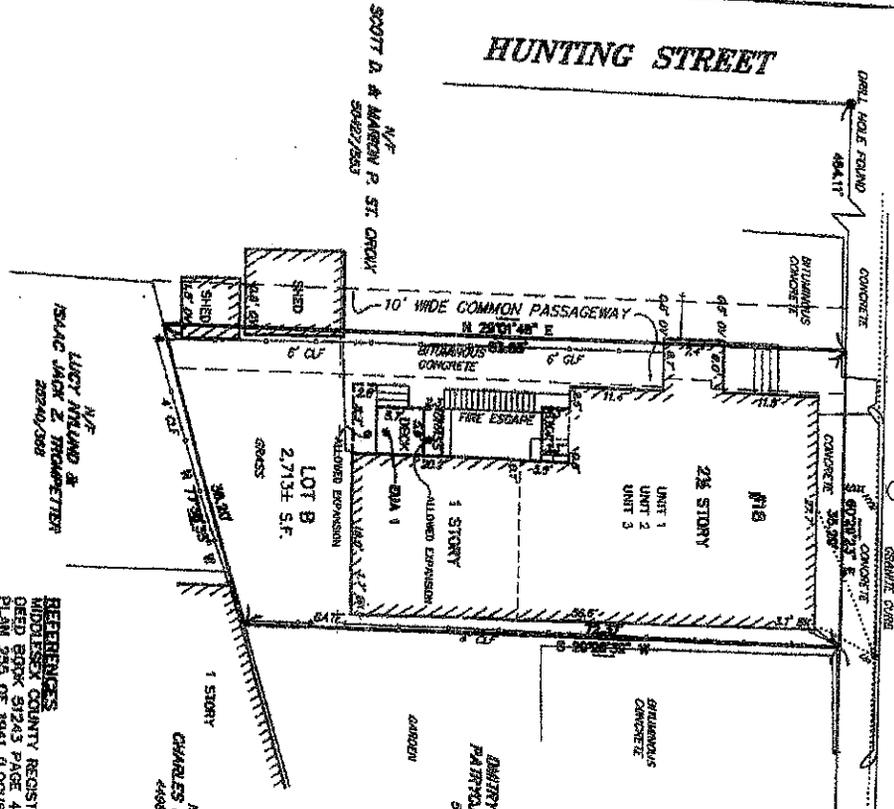
BEDFORD STREET

BEDFORD STREET



Massachusetts Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 526 (1 of 2) of 2010
Rec'd 7-28-2010
at 2:47 P.M.

Attest:
Deputy Registrar



LOT B
2,733 S.F.

2.5 STORY
UNIT 1
UNIT 2
UNIT 3

DARIY G. VASILEV
PATRICIA E. MISSIRO
02643/04

CHARLES & UGOLETTO
4498/04

LUCY WILKINSON &
ISAAC WOLF & THOMPSON
20240/08

SCOTT D. & MARION P. ST. ONOY
50427/08

- REFERENCES**
- MIDDLESEX COUNTY REGISTRY OF DEEDS
 - DEED BOOK 91245 PAGE 43 (LOCUS DEED)
 - PLAN 226 OF 1941 (LOCUS PLAN)
 - PLAN BOOK 14 PLAN 28
 - PLAN 542 OF 1981
 - PLAN 448 OF 1985
 - PLAN 981 OF 1982
 - PLAN 801 OF 2005
 - L.C. PLAN 19809-A

- LEGEND**
- BR CLEAR OF PROPERTY LINE
 - CLP CHAIN LINK FENCE
 - EUA EXCLUSIVE USE AREA
 - HYD HYDRANT
 - MH MANHOLE
 - OV OVER PROPERTY LINE
 - SMH SEWER MANHOLE
 - UP UTILITY POLE
 - OVERHEAD WIRE



CLIFFORD E. ROBER, PLS NO. 25180
DATE

- I HEREBY CERTIFY THAT:
- 1) THE PROPERTY LINES SHOWN ARE THE LINES OF EXISTING OWNERSHIPS AND THE LINES OF SETBACKS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED AND FURTHER CERTIFY THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN, CHAPTER 268, ACTS OF 1986.
 - 2) THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 - 3) THIS PLAN FULLY AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE BUILDING AT 18 SOUTH STREET, SOMERVILLE, MA, AS BUILT AND FULLY LISTS THE UNITS CONTAINED THEREIN.

OWNER: DARIY G. VASILEV & PATRICIA E. MISSIRO

18 SOUTH STREET
CONDOMINIUM

MASTER DEED PLAN

SOMERVILLE, MA
(MIDDLESEX COUNTY)
SCALE: 1" = 10' DATE: JUNE 17, 2010

ROBER SURVEY
1072A MASSACHUSETTS AVENUE
ARLINGTON, MA 02176
(781) 648-5533
3288001.DWG

526-1

AFFIDAVIT OF JUSTIN GUILD

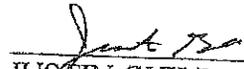
I, Justin Guild, hereby depose and state as follows:

1. I was a tenant at 18 South Street, Unit 1, Somerville, Massachusetts from September 2008 through August 2010. Patrycja Missiuro and Dmitry Vasilyev were my landlords at said property.
2. Included with the rent, Ms. Missiuro and Mr. Vasilyev allowed each tenant at 18 South Street to have one parking space per unit in the parking lot next to the house at 16 South Street, Somerville, Massachusetts, which they also owned. The remaining spots at 16 South Street were used by Ms. Missiuro and Mr. Vasilyev for their own cars.
3. Both myself and the tenants in Unit 2 at 18 South Street parked our cars in the parking lot at 16 South Street regularly. The property at 16 South Street contained only a garden and a parking lot.
4. Access to the 16 South Street parking lot was completely open from 18 South Street. I would typically exit the rear of the house at 18 South Street and walk along the brick path that ran from the house through the backyard and garden to the parking lot at 16 South Street.
5. In or around April 2010, Ms. Missiuro and Mr. Vasilyev erected a fence between the house at 18 South Street and the parking lot at 16 South Street, but I was still allowed to park in the parking lot at 16 South Street. I continued to access the parking lot at 16 South Street through a gate that was in the fence at the backyard of 18 South Street where the brick path was.
6. Our trash barrels for 18 South Street were kept on the side of the house between the house at 18 South Street and the parking lot at 16 South Street until the fence was erected. Because the barrels did not fit between the house and fence, they were moved to the back of the garden behind the parking lot at 16 South Street. The barrels would be moved through the parking lot at 16 South Street to the street for pick up.
7. The tenants in Unit 2 at 18 South Street held regular parties in the backyard and garden at 16 South Street every Summer. The two areas at 16 South Street and 18 South Street were always treated as one single strip of land for games like horseshoes and just general travel around the house at 18 South Street. Games of horseshoes were played across the property line between 16 South Street and 18 South Street.
8. Ms. Missiuro and Mr. Vasilyev allowed and encouraged us to use the garden at the back of the parking lot at 16 South Street. The hose

attachment on the side of the house at 18 South Street was used to attach the garden hose for watering at 16 South Street.

9. I was never under the impression or given any indication by Mr. Missiuro or Mr. Vasiliyev that the parking lot and garden area at 16 South Street were not part of the same property as the house at 18 South Street.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 19th
DAY OF NOVEMBER, 2013.



JUSTIN GUILD



CK # 637
 1 Check B.C. 2280¹⁰⁰
 For Book

CITY OF SOMERVILLE
DIVISION OF INSPECTIONAL SERVICES
 APPLICATION FOR A PERMIT TO BUILD ALTER REPAIR
 IN ACCORDANCE WITH SECTION 110.0
 OF THE MASSACHUSETTS STATE BUILDING CODE
 PLEASE TYPE OR PRINT CLEARLY IN INK

FOR OFFICE USE ONLY
 FEE: 10,830.⁰⁰
 DATE REC'D: 3-20-13
 ACCEPTED BY: AB
 DATE ISSUED: 6/20-13
 DATE DENIED:
 PERMIT NO.: 13-11254

1. LOCATION OF PROPERTY (NO. AND STREET)		16 SOUTH ST			MAP	BLOCK	LOT
2. NAME AND ADDRESS OF PROPERTY OWNER		PATRYCJA MISSIURD/DMITRY					
3. NAME AND ADDRESS OF ARCHITECT/ENGINEER		PETER QUINN, 1904 MASS A.C.,					
REGISTRATION NUMBER		TELEPHONE 617-354-3479					
4. NAME AND ADDRESS OF BUILDER/LICENSE HOLDER		TELEPHONE 57-46-0000					
CONST. SUPER. LIC. NO. 105634		H.I.C. REG NO. 155691		SIGNATURE (REQ'D) Alexander Miller			
5. ZONING DIST. BA	TYPE OF PERMIT:		<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> ADDITION	<input type="checkbox"/> CERTIFICATE OF OCCUPANCY		
6. WARD 2			<input type="checkbox"/> REPAIR	<input type="checkbox"/> DEMOLITION	<input type="checkbox"/> ALTERATION	<input type="checkbox"/> OTHER	
7. CURRENT USE(S) Empty lot		PROPOSED USE(S)					
8. IF USE(S) IS A RESIDENCE, INDICATE NUMBER OF DWELLING UNITS		03		USE GROUP A-2			
9. ESTIMATED CONSTRUCTION COST		570,000.00					
10. WHAT IS THE CONSTRUCTION TYPE?		PLANS SUBMITTED		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
11. LOT DIMENSIONS	AREA	FRONT YARD	REAR YARD	RIGHT SIDE	LEFT SIDE		
12. PROPOSED SETBACKS		FRONT YARD	REAR YARD	RIGHT SIDE	LEFT SIDE		
13. HEIGHT OF STRUCTURE (FT.)	TOTAL SQUARE FOOTAGE		NUMBER OF STORIES 1.4				
14. DOES THE PROPOSED PROJECT REQUIRE A VARIANCE AND/OR SPECIAL PERMIT?		<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO			
IF YES, AND A DECISION HAS BEEN ISSUED, PLEASE GIVE DECISION NUMBER							
15. IS PROPOSED WORK WITHIN A HISTORIC DISTRICT?		<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO			
IF YES, GIVE COMMISSION APPROVAL DATE							
16. WASTE DISPOSAL COMPANY FENWAY GREEN		DISPOSAL SITE ADDRESS 7610X SPURRY AVE					
17. DEMOLITION: HAS DEPT. NOTIFICATION FORM BEEN COMPLETED?		NA		<input type="checkbox"/> YES <input type="checkbox"/> NO			

DETAILED DESCRIPTION OF PROPOSED CONSTRUCTION
 (DO NOT INDICATE "SEE ATTACHED PLANS," PLEASE BE SPECIFIC)

New Foundation - New Wood Framing - new to ...
 fiber cement siding - new electric - new plumbing

18 SOUTH ST #1

Location 18 SOUTH ST #1
Mblu 97 / F / 5 / 1 /
Act# 20121050
Building Count 1
Owner FRIEDMAN ADAM M
Assessment \$253,100
PID 109909

Current Value

Assessment						
Valuation Year	Building	Extra Features	Outbuildings	Improvements	Land	Total
2013	\$253,100	\$0	\$0	\$253,100	\$0	\$253,100

Owner of Record

Owner FRIEDMAN ADAM M
Co-Owner
Address 18 SOUTH ST #1
 SOMERVILLE, MA 02143
Sale Price \$238,000
Book & Page 55089 / 504
Sale Date 08/02/2010

Ownership History

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
VASILYEV DMITRY G	\$521,500	51243 / 043	05/30/2008

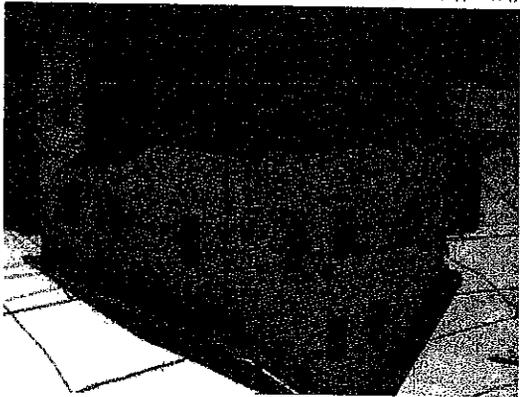
Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 1132
Replacement Cost: \$337,755
Building Percent Good: 69
Less Depreciation: \$233,100

Building Attributes	
Field	Description
STYLE	Two Family
MODEL	Res Condo
Stories:	1
Grade	Average
Occupancy	1
Interior Wall 1:	Plastered
Interior Wall 2:	Plywood Panel

Building Photo



Building Layout

(http://gis.vgsi.com/photos/SomervilleMAPhotos/V01\01\89\62.jpg)

Interior Floor 1	Pergo Floor
Interior Floor 2	Vinyl/Asphalt
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Ttl Bedrooms:	2 Bedrooms
Ttl Bathrms:	2 Full
Ttl Half Bths:	
Xtra Fixtres:	
Total Rooms:	5
Bath Style:	Average
Kitchen Style:	Standard
Extra Kitch:	
Grade:	Average
Stories:	2.5
Residential Units:	3
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable/Hip
Roof Cover:	Asph/F Gls/Cmp
Comrd Units:	0
Res/Com Units:	0
Section #:	0
Parking Spaces:	0
Section Style:	2F
Foundation:	
Security:	
Cmplx Cnd:	
Xtra Field 1:	
Remodel Ext:	
Super:	

Building Sub-Areas			
Code	Description	Gross Area	Living Area
BAS	First Floor	1132	1132
		1132	1132

BAS[1132]

Extra Features

Extra Features	No Data for Extra Features
Legend	

Land

Land Use	1020	Use Code	1020
Description	CONDO MDL-05	Description	CONDO MDL-05
Zone	BA	Zone	BA
Neighborhood	2102	Neighborhood	2102
Land Line Valuation	0	Size (Acres)	0
	0	Frontage	0
	0	Depth	0
	0	Assessed Value \$0	0

Alt Land Appr No. Category

Outbuildings

Outbuildings		Legend	
No Data for Outbuildings			

Valuation History

Assessment						
Valuation Year	Building	Extra Features	Outbuildings	Improvements	Land	Total
2013	\$241,500	\$0	\$0	\$241,500	\$0	\$241,500
2012	\$233,700	\$0	\$0	\$233,700	\$0	\$233,700

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Location 0 SOUTH ST
Assessment \$265,000
PID 109912
Mblu 97 / E / 6 / /
Acct# 20121080
Owner MISSIURO PATRYCIA E
Building Count 1

Current Value

Assessment						
Valuation Year	Building	Extra Features	Outbuildings	Improvements	Land	Total
2013	\$0	\$0	\$0	\$0	\$265,000	\$265,000

Owner of Record

Owner MISSIURO PATRYCIA E
Co-Owner S/O MISSIURO PATRYCIA V & VASILYEV DMITRY
Address 18 SOUTH ST
 SOMERVILLE, MA 02143
Sale Price \$1
Book & Page 55064 / 427
Sale Date 07/28/2010

Ownership History

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
VASILYEV DMITRY G	\$521,500	51243 / 043	05/30/2008
MISSIURO PATRYCIA V & VASILYEV DMITRY	\$1	62531 / 176	08/27/2013

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost Less Depreciation: \$0

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade	
Stories	

Building Photo



No Data for Outbuildings

Legend

Outbuildings

Outbuildings

Land Use
 Land Line Valuation
 Use Code 1300
 Description RES ACLNDV
 Zone BA
 Neighborhood 2001
 Alt Land Appr No
 Assessed Value \$265,000
 Size (Acres) 0.07
 Frontage 0
 Depth 0

Land

No Data for Extra Features

Legend

Extra Features

Extra Features

Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Extra Kitch'	

Building Layout

No Data for Building Sub-Areas

Legend

Building Sub-Areas

Assessment						
Valuation Year	Building	Extra Features	Outbuildings	Improvements	Land	Total
2013	\$0	\$0	\$0	\$0	\$225,500	\$225,500
2012	\$0	\$0	\$0	\$0	\$225,200	\$225,200

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