

twenty-five dollars for each inspection, and, upon the approval of such barber shop, the board shall issue a certificate of registration for such barber shop, which shall without further fee be in force, unless sooner cancelled, suspended or revoked, until June thirtieth next following the date of its issuance.

*Approved June 25, 1963.*

**Chap. 491.** AN ACT INCREASING RE-EXAMINATION FEES FOR CERTAIN ELECTRICIANS' LICENSES.

*Be it enacted, etc., as follows:*

Clause (3) of section 3 of chapter 141 of the General Laws, as most recently amended by chapter 723 of the acts of 1960, is hereby further amended by striking out the second sentence and inserting in place thereof the following sentence: — For each re-examination for "Certificate A", he shall pay twenty dollars and for "Certificate B", three dollars.

*Approved June 25, 1963.*

**Chap. 492.** AN ACT RELATIVE TO RESIDENCE REQUIREMENT FOR CONTRIBUTION BY THE COMMONWEALTH TOWARD THE EXPENSES OF HIGHER EDUCATION OF CHILDREN OF CERTAIN DECEASED VETERANS.

*Be it enacted, etc., as follows:*

Section 7B of chapter 69 of the General Laws is hereby amended by striking out the first paragraph, as amended by section 21 of chapter 627 of the acts of 1954, and inserting in place thereof the following paragraph: — The commonwealth, acting through the department, and under such conditions of residence as may be established by the department may contribute toward the expenses of the higher education of any child, who has matriculated between the ages of sixteen and twenty-four, inclusive, whose father or mother was a World War I or II or Korean veteran as defined in clause Forty-third of section seven of chapter four, and whose wartime service was credited to Massachusetts, and who was killed in action or died from other cause as a result of such service; provided, that claim for reimbursement is filed within two years after such matriculation.

*Approved June 25, 1963.*

**Chap. 493.** AN ACT AUTHORIZING AND REGULATING UNIT OWNERSHIP IN MULTI-FAMILY DWELLINGS, AND PROVIDING FOR TAXATION THEREOF.

*Be it enacted, etc., as follows:*

SECTION 1. The General Laws are hereby amended by inserting after chapter 183 the following chapter: —

CHAPTER 183A.

CONDOMINIUMS.

*Section 1.* As used in this chapter, the following words shall, unless the context otherwise requires, have the following meanings: —

“Building”, a building designed primarily for dwelling purposes, containing two or more units comprising a part of the condominium.

“By-laws”, the by-laws of the organization of unit owners.

“Common areas and facilities” shall, except as otherwise provided or stipulated in the master deed, mean and include: —

(1) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, halls, corridors, lobbies, public stairs and stairways, fire escapes and entrances and exits of the building;

(2) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

(3) The elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;

(4) The land on which the building is located;

(5) The basements, yards, lawns, gardens, recreational facilities, parking areas and storage spaces;

(6) The premises for the lodging of custodian or persons in charge of the condominium;

(7) Such community and commercial facilities as may be provided for in the master deed as being owned in common;

(8) All other parts of the condominium necessary or convenient to its existence, maintenance and safety, or normally in common use.

“Common expenses”, the expenses of administration, maintenance, repair or replacement of the common areas and facilities, and expenses declared common expenses by this chapter.

“Common funds”, all funds held by the organization of unit owners.

“Common profits”, the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

“Condominium”, the land, the building or buildings, all other improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which have been submitted to the provisions of this chapter.

“Master deed”, the instrument by which the condominium is submitted to the provisions of this chapter, as hereinafter provided, and any amendment to said instrument.

“Organization of unit owners”, the corporation, trust or association owned by the unit owners and used by them to manage and regulate the condominium.

Any given “percentage of unit owners” means the owners of that percentage in the aggregate in interest of the undivided ownership of the common areas and facilities.

“Bank or insurance company”, a bank as defined in chapter one hundred and sixty-seven, a federal savings and loan association, and an insurance company subject to the provisions of chapter one hundred and seventy-five.

“Unit”, a part of the condominium including one or more rooms, with appurtenant areas such as balconies, terraces and storage lockers if any are stipulated in the master deed as being owned by the unit owner, occupying one or more floors or a part or parts thereof, including the enclosed space therein, intended for any type of use, and with a direct exit to a street or way or to a common area leading to a street or way.

“Unit designation”, the number, letter or combination thereof designating the unit in the master deed.

“Unit owner”, the person or persons owning a unit.

*Section 2.* This chapter shall apply only when the sole owner or all of the owners of land submit the same to the provisions hereof by duly executing and recording a master deed containing a statement to the effect that the owner or owners propose to create a condominium to be governed by and subject to the provisions of this chapter. The provisions of this chapter shall not be deemed to preclude or regulate the creation or maintenance of other interests in real property not expressly declared by the owner or owners to be subject hereto.

*Section 3.* Each unit together with its undivided interest in the common areas and facilities shall constitute real estate, and may be the subject of demise, devise, gift, mortgage, ownership, possession, sale, trust, the laws of descent and distribution and all other rights incidental to the holding of real estate as if it were sole and entirely independent of the other apartments in the building of which it forms a part.

*Section 4.* Each unit owner shall be entitled to the exclusive ownership and possession of his unit, subject to the provisions of this section and of sections seventeen, eighteen and nineteen; provided, however, that:—

(1) No unit shall be devoted to a use prohibited in the master deed;

(2) The organization of unit owners, its agent or agents shall have access to each unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units; and

(3) Each unit owner shall comply with the by-laws and with any administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time, and with the lawful covenants, conditions and restrictions set forth in the master deed or in the deed to his unit.

*Section 5.* (a) Each unit owner shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in the master deed. Such percentage shall be in the approximate relation that the fair value of the unit on the date of the master deed bears to the then aggregate fair value of all the units.

(b) The percentage of the undivided interest of each unit owner in the common areas and facilities as expressed in the master deed shall not be altered without the consent of all unit owners, expressed in an amended master deed duly recorded. The percentage of the undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains, and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(c) The common areas and facilities shall remain undivided and no unit owner or any other person shall bring any action for partition or division of any part thereof, except as provided in sections seventeen, eighteen and nineteen. Any covenant or provision to the contrary shall be null and void.

(d) Each unit owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners.

(e) The necessary work of maintenance, repair and replacement of the common areas and facilities shall be carried out as provided in the by-laws.

(f) Unless the by-laws otherwise provide, whenever the common areas and facilities shall require emergency works of repair, replacement or maintenance, any unit owner may undertake the same at his expense and recover his reasonable costs as a common expense.

(g) No work which would jeopardize the soundness or safety of the building shall be done in a unit or in the common areas and facilities unless in every such case the unanimous consent of all unit owners is first obtained.

*Section 6.* (a) The common profits shall be distributed among, and the common expenses shall be charged to, the unit owners according to their respective percentages of the undivided interest in the common areas and facilities.

(b) The unit owner shall be personally liable for all sums lawfully assessed for his share of the common expenses.

(c) The unit owner's share of the common expenses shall constitute a lien upon his unit and shall be enforced in the manner provided in section five of chapter two hundred and fifty-four. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record held by a bank or insurance company, as to such portion of said common expenses as became due within six months prior to the commencement of an action to enforce such lien pursuant to said section five.

(d) A statement from the organization of unit owners setting forth the amount of unpaid common expenses which have been assessed against a unit owner shall operate to discharge the unit from any lien for any other sums then unpaid when recorded in the appropriate registry of deeds.

*Section 7.* No unit owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his unit; except that, subject to any terms or conditions contained in the by-laws, a unit owner may at any time exempt himself from liability for his share of the common expenses subsequently to be assessed by a conveyance duly recorded of his unit or units to the organization of unit owners.

*Section 8.* The master deed shall be recorded in the registry of deeds or the land registration office where the real estate is located and shall contain the following particulars: —

(a) The statement required by section two.

(b) A description of the land on which the building or buildings and improvements are located.

(c) A description of each building stating the number of stories, the number of units and the principal materials of which it is constructed.

(d) The unit designation of each unit, and a statement of its location, approximate area, number of rooms, and immediate common area to

which it has access, and any other data necessary for its proper identification.

(e) A description of the common areas and facilities and the proportionate interest of each unit therein.

(f) A set of the floor plans of the building or buildings, showing the layout, location, unit numbers and dimensions of the units, stating the name of the building or that it has not a name, and bearing the verified statement of a registered architect, registered professional engineer, or registered surveyor, certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built.

(g) A statement of the purposes for which the building and each of the units are intended and the restrictions, if any, as to their use.

(h) The method by which the master deed may be amended.

(i) The name of the corporation, trust or association which has been formed and through which the unit owners will manage and regulate the condominium, together with a statement that such corporation, trust or association has enacted by-laws pursuant to this chapter. If a trust or unincorporated association is named, the master deed shall also set forth the names of the trustees or managing board.

*Section 9.* Deeds of units shall include the following particulars: —

(a) An indication that the deed relates to a condominium and is subject to the provisions of this chapter.

(b) A description of the land as provided in section eight, or the post office address of the property, in either case including the book, page and date of recording of the master deed.

(c) The unit designation of the unit in the master deed and any other data necessary for its proper identification.

(d) A statement of the use for which the unit is intended and the restrictions, if any, on its use.

(e) The undivided interest appertaining to the unit in the common areas and facilities.

(f) Any further provisions which the grantor and grantee may deem desirable to set forth, consistent with the master deed and this chapter.

The first deed of each unit shall, in addition, have attached thereto, as part thereof, a copy of the portion or portions of the plans theretofore filed with the master deed to which copy shall be affixed the verified statement of a registered architect or registered professional engineer certifying that they show the unit designation of the unit being conveyed and of immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, dimensions, approximate area, main entrance and immediate common area to which it has access, as built.

*Section 10.* (a) Each unit owner shall have the same percentage interest in the corporation, trust or unincorporated association provided for in the master deed for the management and regulation of the condominium as his proportionate interest in the common areas and facilities. Such interest shall not be separated from ownership in the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(b) Such corporation, trust or association shall have, among its other powers, the following rights and powers: —

(1) To lease, manage, and otherwise deal with such community and

commercial facilities as may be provided for in the master deed as being common areas and facilities.

(2) To own, convey, encumber, lease and otherwise deal with units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, any right of first refusal, or otherwise.

(3) To obtain insurance on the common areas and facilities. Such insurance coverage shall be written in its name, and the provisions thereof shall be without prejudice to the right of each unit owner to insure his own unit for his own benefit.

(4) To conduct litigation and to be subject to suit as to any course of action involving the common areas and facilities or arising out of the enforcement of the by-laws, administrative rules or restrictions in the master deed.

The expenses incurred in and proceeds accruing from the exercise of the aforesaid rights and powers shall be common expenses and common profits.

(c) The organization of unit owners may, if the by-laws so provide, appoint a manager or managing agent to administer the condominium. Such manager or agent or the president may, when so empowered, act for the organization and references herein to the organization of unit owners shall include such person when so empowered.

(d) The organization of unit owners shall keep a complete copy of the by-laws, including the amendments thereto, if any. The by-laws, the minute book, financial records, and vouchers authorizing payments shall be available for inspection by any unit owner during reasonable hours. A written report of receipts and expenditures shall be rendered to all unit owners at least once annually. Records of the receipts and expenditures affecting the common areas and facilities shall specify and itemize the maintenance and repair expenses of the common areas and facilities, and any other expenses incurred.

(e) If the organization of unit owners is a trust or unincorporated association, an instrument signed by a majority of the trustees or of the managing board named in the master deed and duly attested as the act of such trust or association may be relied on as conclusively establishing that such instrument was the free act of the trust or association, and shall be binding upon such trust or association when recorded. No purchaser, mortgagee, lender or other person dealing with the trustees or the managing board of the association, as they appear of record, shall be bound to ascertain or inquire further as to the persons who are then trustees or members of the managing board nor be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the personnel of said trustees or members of the managing board and of any changes therein.

*Section 11.* In addition to other provisions required or permitted by law, the by-laws of the organization of unit owners shall provide at all times for at least the following: —

(a) The method of providing for the necessary work of maintenance, repair and replacement of the common areas and facilities and payments therefor, including the method of approving payment vouchers.

(b) The manner of collecting from the unit owners their share of the common expenses.

(c) The procedure for hiring all personnel, including whether or not a manager or managing agent may be engaged.

(d) The method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities.

(e) Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities, not set forth in the master deed, as are designed to prevent unreasonable interference with the use of their respective units and of the common areas and facilities by the several unit owners.

*Section 12.* The by-laws may also provide: —

(a) A method for determining the fair market value of the unit and of the condominium in cases arising under sections seventeen and eighteen by submitting the matter to arbitration by a board consisting of one member chosen by the dissenting unit owner, one member chosen by the organization of unit owners, and one member chosen by the two members so selected.

(b) A procedure for submitting the disputes arising from the administration of the condominium to arbitration.

(c) A right of first refusal by the organization of unit owners in case of the sale of a unit, such right to be exercised within thirty days after written notice of intent to sell is given to such organization, provided, however, that this right shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership and occupancy of units because of race, creed, color or national origin.

(d) Such other provisions as may be deemed necessary for the management and regulation of the organization of unit owners or the condominium not inconsistent with this chapter and the master deed.

*Section 13.* All claims involving the common areas and facilities shall be brought against the organization of unit owners, and all attachments and executions related to such claims shall be made only against common funds or property held by the organization of unit owners and not against the common areas and facilities themselves. After such common funds and property have been exhausted, individual unit owners shall be liable for the balance due, if any, provided, however, that the amount for which a unit owner is liable shall be limited to a sum equal to the amount of his percentage interest in the common areas and facilities times the balance due.

*Section 14.* Each unit and its interest in the common areas and facilities shall be considered an individual parcel of real estate for the assessment and collection of real estate taxes, but the common areas and facilities, the building and the condominium shall not be deemed to be a taxable parcel. Betterment assessments or portions thereof, annual sewer use charges, water rates and charges, and all other assessments or portions thereof, rates and charges of every nature, due to a city, town or district with respect to the condominium or any part thereof, other than real estate taxes, may be charged or assessed to the organization of unit owners; but any lien of the city, town or district provided by law therefor shall attach to the units in proportion to the percentages, set forth in the master deed on record, of the undivided interests of the respective units in the common areas and facilities.

*Section 15.* The subdivision control law shall not apply to the division of a building into units.

*Section 16.* The owners of any land and buildings who wish to submit such land and buildings to the provisions of this chapter may petition

the land court for removal of such land from the provisions of chapter one hundred and eighty-five.

*Section 17.* (a) Rebuilding of the common areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in the by-law provision dealing with the necessary work of maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten per cent of the value of the condominium prior to the casualty.

(b) If said casualty loss exceeds ten per cent of the value of the condominium prior to the casualty, and

(1) If seventy-five per cent of the unit owners do not agree within one hundred and twenty days after the date of the casualty to proceed with repair or restoration, the condominium, including all units, shall be subject to partition at the suit of any unit owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the unit owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of this chapter.

(2) If seventy-five per cent of the unit owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten per cent of the value of the condominium prior to the casualty, any unit owner who did not so agree may apply to the superior court of the county in which the condominium is located on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

*Section 18.* (a) If fifty per cent or more but less than seventy-five per cent of the unit owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owners so agreeing.

(b) Seventy-five per cent or more of the unit owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all unit owners as a common expense, but if such improvement shall cost in excess of ten per cent of the then value of the condominium, any unit owner not so agreeing may apply to the superior court of the county in which the property is located, on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

*Section 19.* (a) Seventy-five per cent of the unit owners, or such greater percentage as is stipulated in the by-laws, may remove all of a condominium or portion thereof from the provisions of this chapter by an instrument to that effect, duly recorded, provided that the holders of all liens upon any of the units affected consent thereto by instruments duly recorded. Upon such removal, the condominium, including all the units, or the portion thereof thus removed shall be owned in common



by the unit owners and the organization of unit owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the property owned in common held by each unit owner shall be equal to the percentage of the undivided interest of such owner in the common areas and facilities.

(b) Such removal shall not bar the subsequent resubmission of the land and buildings involved to the provisions of this chapter.

SECTION 2. The provisions of this act are severable, and if any of its provisions shall be held invalid or unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

SECTION 3. Section 5 of chapter 254 of the General Laws, as amended by section 2 of chapter 461 of the acts of 1954, is hereby further amended by striking out the first sentence and inserting in place thereof the following sentence: — All proceedings to enforce a lien upon land for the erection, alteration, repair or removal of a building or other structure or to enforce a lien established under section seventy-six of chapter sixty-three, or under section six of chapter one hundred and eighty-three A, shall be begun by bill in equity filed in the superior court for the county where the land lies.

*Approved June 25, 1963.*

**Chap. 494.** AN ACT RELATING TO THE APPOINTMENT AND TERMS OF CERTAIN MEMBERS OF THE WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY.

*Be it enacted, etc., as follows:*

Notwithstanding the provisions of section three of chapter seven hundred and one of the acts of nineteen hundred and sixty relating to the terms of office of the members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, upon the expiration of the terms of the three members of said Authority, in the year nineteen hundred and sixty-four, their successors shall be appointed to serve for the following terms: — the member appointed by the selectmen of the town of Nantucket, one year; the member appointed by the county commissioners of the county of Dukes county, two years; and the member appointed by the selectmen of the town of Falmouth, three years. Upon the expiration of the term of each such member, his successor shall be appointed for a term of three years as provided in said section three of said chapter seven hundred and one.

*Approved June 27, 1963.*

**Chap. 495.** AN ACT INCREASING THE AMOUNT OF REAL AND PERSONAL PROPERTY THAT THE SAINT VINCENT HOSPITAL OF WORCESTER, MASSACHUSETTS MAY HOLD.

*Be it enacted, etc., as follows:*

Chapter 770 of the acts of 1951 is hereby amended by striking out, in line 5, the word "ten" and inserting in place thereof the word: — twenty, — so as to read as follows: — The Saint Vincent Hospital of Worcester, Massachusetts, a corporation incorporated under general law, is hereby authorized to hold, for the purposes for which it is incorporated, real and personal estate to an amount not exceeding twenty million dollars.

*Approved June 27, 1963.*