Reaction to Response to Complaint Facts from the Plaintiffs perspective and documentation

Prepared by Susan Schlossberg June 20, 2018

10. Since 2006, soon after the Plaintiff purchased Unit 2 at the subject premises, the Defendants have caused numerous problems that have severely interfered with the Plaintiff's quiet enjoyment of her unit and her ability to adequately make repairs to her unit.

#10. The owners of Unit 1 and Unit 3 have not caused any problems that "have severely interfered with the Plaintiff's quiet enjoyment of her unit" and her ability to make repairs to her unit.

Exhibit A – Two detailed letters written June 1, 2015

1) Letter to Daniel and Carol Dobberpuhl was the catalyst for Unit 1 to be sold to Karimi. The Karimi broker told me that they had been made aware of the problems with the association, prior to closing on September 29, 2015.
2) This June 1, 2015 letter was requested by Ryan Severance, attorney representing the 431 Putnam Ave. Condo Association, to explain the situation at 431 Putnam at that time. This was shared with the Karimi's (p.1-10) on December 5, 2015.

Exhibit B – March 8, 2018 letter to Trustees regarding needed repairs, and picture of 4-lamp rear porch light installed by Karimi, not to mention the current rat infestation caused by Karimi not disposing of garbage properly (per Cambridge ordinance) over a two-year period. The Karimi's like to eat on their back porch. Food falls below the decking to the rat infestation below. The rats are burrowing under at unit 2's yard at the fence to get to the uncovered containers the Karimi's have used since their tenancy. The lid has been missing since Christine discarded the base in September 2015.

Exhibit C –Letter dated March 6, 2018 – no security because of their privacy.

Exhibit D – Letter regarding damage caused by the ceiling leak from unit 3 rear deck March 15, 2018 with pictures of damage to unit 2 rear- porch.
More than one foot of snow not shoveled from unit 3 caused this problem.

Trust Infractions:

1. Article V By-Laws Powers of Trustees

5.1(m) Granting of permits, licenses and easements and/or leases over, under, through and/or to the Common Areas for utilities, roads and/or all other purposes reasonably

necessary and/or beneficial, useful for and/or to the proper maintenance and/or operation of the Condominium and/or the convenience of the Unit Owners.

5.1 (w) Entering into and having such access to Units and Common Areas reserved to Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder.
Inability to drive in and out of garage
No access to roof
No access to broken water pipe
No access to correct the exhaust problem in unit 1 (odor) and 3 (HVAC)
No access to repair the intercom that communicates with the front entry.

5.3 **Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses**: The Trustees shall be responsible for the proper maintenance, repair, and replacement of the Common Areas and Facilities of the Condominium (see Section 5.6 for specific provisions dealing with repairs and replacements necessitated because of casualty loss) and any two Trustees, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4 herein, provided however, that if the maintenance, repair and/or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or make necessary replacements in his Unit, the expenses of such maintenance, repair and/or replacement may be assessed to the particular Unit Owner by the Trustees and the particular Unit Owner shall be personally liable therefor.

11. Shortly after moving into the subject premises in 2006, black water came through the window frame and ceiling in the Plaintiff's unit from the Defendants', Boris and Natalya Katz, Unit 3, which is directly above the Plaintiff's unit. This damaged the Plaintiff's chairs, wall, and an area rug and required her to repaint the, wall that sustained water damage from the leak.

#11. Not true. Never heard this story before.

A white pine tree adjacent to the window had been oozing sap for many years. In 2006, I scraped the sap from my window sill. The cleaning person who comes weekly to unit 3 and, who does not have supervision, poured boiling water into the window sill to remove the hardened tree sap. Boris, Christine and I walked the building, while asking Boris what happened. He denied any knowledge or responsibility.

12. In or about November of 2006, Defendants, Boris and Natalya Katz, began keeping four large storage containers (6' 7" height, 3' width, 2' depth) in the underground parking garage in violation of the Condominium Master Deed, Paragraph 9, blocking access to common areas and turning area, designated as a common use area for all three unit owners at the subject premises.

These cabinets block light from the window, block access to the exterior faucet shut off valve, and block access to the utility room.

#12. Unit 3's storage containers are located in their exclusive use area in the garage, and they do not block access to common areas and turning area. They do not block light and they do not block access to the utility room.

A Better explanation can be viewed in the following exhibits:

Exhibit E – History of the cabinetry and the garage issues.
Exhibit F – Christine summarizes the garage meeting perfectly. Boris never complied.
Exhibit G– Email chain – Boris and Christine as he avoids movement of cabinets/car.
Exhibit H. –Cambridge code for design and maintenance of off-street parking facilities.
Exhibit I – Pictures of the cabinetry and the car in the garage.

13. The Defendants, Boris and Natalya Katz, also began parking their large automobile (16'6" length) in such a way that the combined placement of the storage containers and the size of their car blocked egress for the Plaintiff when she would attempt to maneuver her own vehicle in and out of the tight garage space in violation of the Condominium Master Deed, Paragraph 9. Defendants, Boris and Natalya Katz's, vehicle was and is, too large for the parking space designed for a compact car (defined as 14'6" or less) and encroaches on the Plaintiff's parking space.

#13. Unit 3 owners have been parking the same car in the same location of our exclusive use parking space since November 2006. Their car is not blocking egress for the plaintiff and it doesn't encroach on the plaintiff's parking space. Over the years, quite a few people, including the architect who created the parking garage for the building, demonstrated to the plaintiff how to easily move in and out of her parking space, and yet she continues to tell the same false story.

See Exhibit E, H and I

The architect, Mark Boyes-Watson and I have known each other for many years. I have an exhausting amount of documentation regarding garage parking as I tried to get clearance of 9 inches from a structural pole that is hazardous when backing into the space.

14. The Plaintiff is unable to back out of her own parking space onto the busy street via the uphill sloped driveway from the garage door to the curb. There needs to be appropriate lines drawn in the garage to designate the spaces that each of the units has exclusive use of to better delineate where the Defendants are allowed to park their vehicles.

#14. There are lines drawn on the floor of the garage marking individual condo unit owner's vehicle space. The lines make it perfectly clear where each unit is allowed to park their vehicles.
Exhibit F – Christine and Susan agreed that the lines were drawn in the wrong place

to have all three units utilize the garage parking adequately.

Exhibit J – Pictures of garage entry/exit at Putnam Ave.

15. By using the common area as personal storage space and by parking a large vehicle in a parking space that was designed for a compact car, the Defendants, Boris and Natalya Katz and Rafiq and Shams Karimi, prevent the Plaintiff from the quiet enjoyment of the common area of the subject premises, thereby preventing the Plaintiff from being able to properly enter and exit from her parking space similar to how the other units use their spaces.

#15. When Unit 1 owners moved in on September 29, 2015, they had a Honda Odyssey, which soon after has been downsized to a Subaru Outback. Unit 1's car does not prevent the plaintiff from being able to enter and exit her parking space. In fact, it is the plaintiff who purposely parks her vehicle beyond the assigned line despite having enough room to back up and be within her parking lines, thereby making it challenging for Unit 1 owners to maneuver their vehicle to enter and exit the garage.

The demise of the Honda Odyssey came from Shams accident pulling out to Putnam Ave. from the garage to the street. Putnam Ave now has serious congestion and is dangerous because the cars parked on the street block the vision of the driver exiting the garage. There was no downsizing, besides, we should not be talking about unit 1's car. This conversation is about unit 3's car. Unit 2's parking space is in an area that has no effect on the parking for either unit 1 or 3.

Master Deed Infraction:
EXHBIT C MASTER DEED OF 431 PUTNAM AVENUE CONDOMINI UM

EXCLUSIVE EASEMENTS AND RIGHTS OF USE:
The Unit Owners and Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the various areas of the building for the purpose of accessing heating and hot water equipment for the various Units and utilities which may service the building or the Units. Further, the Unit Owners and Trustees shall have the easement and right to pass and repass over any area which is the subject of any exclusive easement and right of use in favor of any Unit Owner in the event any emergency shall necessitate such passage.
Nothing shall prevent the Unit Owners and legal occupants of the units from traveling across and through the basement parking areas on foot to access the building or an exclusive use parking area or any other part of the common area or Condominium to which said Unit Owner or occupant is entitled to access. At the same time, the rights of the Unit Owners and legal occupants of the units to travel across and access the basement parking areas shall not prevent the use of the exclusive use parking areas by those entitled to do so.

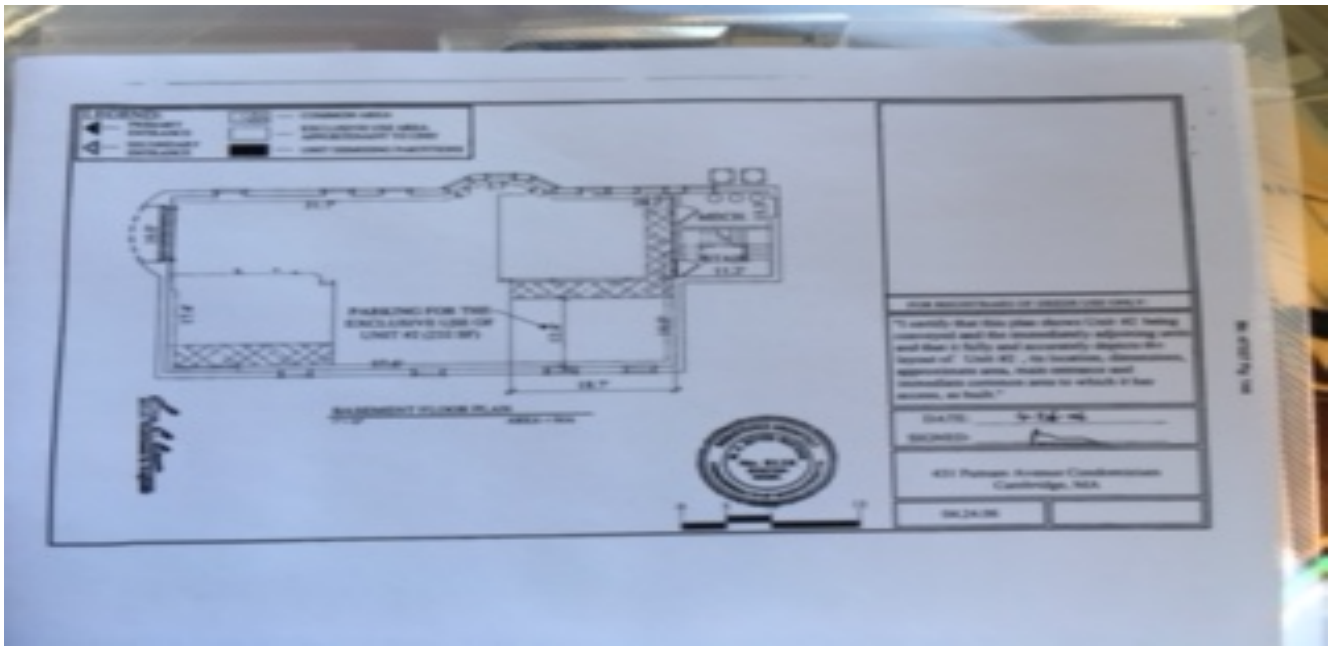
Exclusive easement rights:

Unit 1 pkg. space is 180 sq. ft., Unit 2 pkg. space is 223 sq. ft., Unit 3 pkg. space is 245 sq. ft.

16. The condominium Master Deed and Declaration of Trust do not allow owners to store things in the garage, it is solely a designated parking area. In addition, the condominium unit owners' cars must fit within their designated space. Defendants, Boris and Natalya Katz's, car does not fit into their designated space, in violation of the condominium documents and Cambridge parking regulations.

#16. Nowhere in the condominium's Master Dead and the Declaration of Trust does it say that the unit owners could not store personal items in their exclusive use area of the garage. Moreover, all three Units (Unit 2 included) keep some of their personal items in the garage. Unit 3's car fits into their parking space just fine.

Unit 1 and 3 define exclusive use space outside the boundaries of those defined in the master deed. The master deed indicates that the area adjacent the electric panel is common to the association.



Exhibits A through J all address this issue.
Exhibit K – pictures of garage utilization and 4/24/2006 registered basement plan

17. After repeated requests from the Plaintiff to move the storage containers and to park their car in a different way to better allow the Plaintiff access to the shared garage space, the Defendants, Boris and Natalya Katz, have still not remedied this problem, twelve years after the problem began.

#17. Unit 3's car and their storage containers are located within Unit 3's exclusive use area in the garage, and they do not block access to common areas and turning area.

Exhibits A – K

18. In addition, the Defendants, Rafiq and Shams Karimi, since moving into Unit 1 of the subject

premises, have also used the garage as personal storage space in violation of the condominium governing documents, adding to the difficulty the Plaintiff has in accessing common space at the master electric panel while blocking the light from the garage window, and exceeding their exclusive space.

#18. Unit 1's items are totally contained in their exclusive-use parking space and thus have no bearing on the ability of the plaintiff to access common space. In addition, several months ago, in response to a recommendation from the insurance company, Unit 1 owners re-arranged items in their parking space to clear space around the electric panels. The electric panel is easily accessible, and nothing in Unit 1's garage space hinders the plaintiff from entering into or exiting from the garage. The only challenge that the plaintiff might be facing in going in and out of the garage is the large width of her vehicle.

Exhibit K

The common area where the Karimi's store their supplies is adjacent to the electric panel for the association. The insurance company wrote to clear 3 feet. This did not happen. The condo docs indicate that the area from the electric panels to the turning area for unit 3 is common to all units, not storage for Karimi. Due to the rat infestation caused by the Karimi garbage, the need to contain their supplies requires that it be done in the confines of their condo, upstairs. The insurance company loss control recommendations state, "remove all combustibles and unneeded items from the basement. This should include a three-foot minimum clearance of items around the electrical panels to allow access."

19. In or about January of 2007, the Plaintiff informed the Defendants, Boris and Natalya Katz, that their washing machine was faulty, lacking a vibration dampener pad, and that this was causing significant structural damage to the Plaintiff s unit and to the integrity of the building caused by the banging of the washing machine against the building structure. The Defendants ignored the Plaintiff s repeated complaints regarding this issue, thereby causing the Plaintiff to incur expensive repair costs before the Defendants replaced the machine on or about April 18, 2007.

#19. The machine in question came with the apartment. We Invited a repairman to adjust it, but it didn't help much, and we replaced it soon after.

Exhibit O- America's Construction Company Inc. invoice - $4,145.00

The used washing machines were included in the sale of all units. There is no adjustment for a missing vibration damper pad. This machine was loaded with very heavy things or the placement of the machine was directly adjacent to a structural wall causing significant damage as shown by the AC Construction Co. invoice for $4,145.

This machine was not replaced until April 18, 2007, a full 3 months after notification.

20. On or about March 4, 2007, the Defendant, Boris Katz, moved a heavy, large item through the main entrance of the subject premises into his unit. This item was too large to fit through the front entry and broke the lock and door hardware on the door leading into the foyer, which has yet to be fixed.

#20. Not true. Any furniture that we may have bought was delivered by professional movers. We don't remember the plaintiff complaining about this at the time.

Exhibit L – Christine's letter regarding the door and Boris's response 3 weeks later. Susan's bitch page.
Boris could have been removing/replacing his HVAC system or parts of it. He also had carpenters working to build a large bookcase during this time.

21. From February through March of 2007, the Defendant, Boris Katz, employed a HVAC contractor who caused significant and extensive damage in his attempts to repair the system installed in the ceiling of the master bedroom in the Katz unit. The results were that the Unit 2 doors no longer closed properly, including the new glass shower door recently installed. The walls cracked again and plaster from the ceiling fell down.

#21. Unit 3 hired a HVAC contractor recommended by Unit 2. Unit 3 owners are pleased with his work, and they never heard from Unit 2 about the issue she has with her doors. It is hard to imagine any scenario where replacing a vent system above the ceiling of Unit 3 can affect the doors in Unit 2. We don't remember the plaintiff complaining about this at the time.

Unit 3 hired Richard Demelo from Hudson, MA to repair his HVAC system during this time. Unit 2 never recommended him and was not familiar with his work. His workmanship caused damage to much of unit 2 including plumbing issues. He had access to the roof that other contractors did not have and was working on the equipment attached to that roof. He used the front entry for deliveries and removals. Boris protects the access to the roof and has not allowed me access to see exactly what the condo association paid for in the repair of our roof and his HVAC system.
Of note is that we supposedly bought a new rubber roof with a 30-year warranty in 2006. Whatever Demelo did to the roof to cause all the damage most certainly has negated our 30-year warranty.

Exhibit A – Letter to Ryan at Merrill McGeary (atty. for 431 Putnam Ave. Condo Assoc.) p.8
Exhibit E – History of the cabinetry and the garage issues.
Exhibit L – (bitch page)
Exhibit O – AC Construction invoice

See Exhibit M – McCullough, Stievater & Polvere, LLP letter dated March 29, 2007 (p.2)

It is my belief that the combination of

1. Missing vibration damper pad under washer.
2. Construction of custom bookshelves and the repair/relocation of the HVAC system vent caused much of the plumbing problems in unit 2. The HVAC systems hangs from Unit 3's master bedroom closet ceiling and vents through the roof.
3. Not replacing the shower valve in the master bathroom of unit 3

all contributed to the water damage caused in unit2.

22. Also on or about March 4, 2007, the Defendant, Boris Katz, disconnected the motion detectors and lights for the garage because of his desire for secrecy and the cost to reconnect these detectors and lights was paid for by the common funds of the condominium association.

#22. Boris Katz never touched any motion detectors or lights in the garage. Boris Katz never heard from the plaintiff about the issue. Total fantasy.

Exhibit N – Invoice from Recillas Electric "Seem like someone disconnect the light" E-mail Christine and Susan-lights and detectors aren't working properly.

23. On or about May 12th and 13th, 2007, Defendant, Boris Katz, or his contractor hammered in his unit- with such force that a professionally hung sculpture in the Plaintiff s unit fell from the wall and her master bedroom wall cracked. The ceiling fan coupler came unfastened in the master bedroom and all the recessed lighting needed to be re-adjusted.

#23. This is the first-time Unit 3 owners hear about this issue. Another fantasy.

This occurred on a Saturday and Sunday. Exhibit L shows that I recorded it.

I called unit 3 many, many, many times. I banged at the front door and I rang his buzzer…. No response.

24. On or about September 20, 2007, the Plaintiff informed the Defendant, Boris Katz, that water was leaking from his unit into her master bathroom from the ceiling. Mr. Katz claimed that the leak actually originated in the roof of the subject premises, thereby placing this problem in the hands of the condominium association as a whole as opposed to being a problem originating from within his own unit and necessitating that he repair the damages.

#24. When Unit 3 was informed of a small leak in the plaintiff's bathroom, which slightly stained her ceiling, we hired and personally paid for 3 different plumbers to come and inspect both Unit 2 and Unit 3, but they couldn't find the cause just from observing our bathrooms and the outside plumbing. All of them said the same thing – that in

order to determine the cause of the leak, we need to open up a small hole in the ceiling of the plaintiff's bathroom and, using a small camera and gradually moving up, investigate where the leak occurs. The plaintiff refused to allow any of these plumbers to do so. In fact, she was so angry with one of the plumbers for suggesting this, that she threatened him (he was employed by a very respected plumbing company) with writing a very negative review about him, after which he told us that he couldn't work on this problem because he was afraid of her threat. Only many weeks later, after the contractor who did the original renovation work on the building suggested a similar strategy, did the plaintiff agree to implement it.

These statements are not worthy of a response, nor can Boris substantiate any of this paragraph. Have him provide paid bills for proof of any action taken.

The timeline of action taken after reporting the leaks looks like:
Sept. 20, 2007 – Informed unit 3 of leak in master bathroom

October 1, 2007 - email from Susan asking Boris when his contractor is coming

October 6, 2007 – Boris and Natalya view Susan's bathroom, they refuse to let Susan see their bathroom.

October 10, 2007 – Susan requests qualification of workman coming into her unit sent by Boris. No answer to e-mail from Boris.

October 12, 2007 – Demelo (HVAC contractor) came to unit 3 to change the air filter. Demelo told Susan that he had no appointment to look at the plumbing. Susan once again was denied entry to unit 3 to determine the source of the leak. Boris informed Susan that he had no insurance to deal with this problem. Boris says Demelo is "pretty confident that this water is coming from our leaking roof". Demelo never entered my unit and is not a plumber. Christine suggests a building inspector be called in.

November 3, 2007 – The inspector, Jim Abram perused the roof and determined the roof was relatively new and the leak into unit 2 was not related to any roof issues. Boris did not allow him to inspect until more than a month after the leak was reported to him.

November 14, 2007 – Boris executed a contract with Farina Roofing without consulting unit 1 or 2, committing association funds. Christine stopped this, but Boris insisted on fixing a roof that was not broken. In order to get my bathroom repaired I agreed to having the association pay for Boris to have his HVAC repaired. See Raboin Roofing proposal. They were paid $1,950. On **Nov. 28, 2007**. I thought that this would clear the way to get my ceiling repaired. It didn't.

By **January 2008** still no action by Boris to repair the leak. The insurance claim was filed by Susan for water damages. Unit 2 filed the claim instead of the association because of the $5,000 deductible associated with the master insurance policy. The insurance adjuster, Louis Fronduto, from Travelers said that I must prevent further damage from occurring. Boris would not allow access to his unit. The damage to my ceilings continued. Boris owes Susan the $1,000 deductible paid out of pocket and additional repair costs.

Boris' attitude in his email of **January 3, 2008** "I am very sorry to hear you have mold on your bathroom ceiling." "There is nothing we (Natalya and I) did or do that causes the leak" **"Contact the builder and the architect and ask them what they suggest"**

He more clearly states his position on January 5, 2008 (4 months of leaking every time his shower is used). "First, all three of us will agree that regardless of the source of the leak –damaged roof, or faulty plumbing in Susan's ceiling – we decide to treat this leak not as a problem in Unit 2, but rather as an issue for the condo association to take care of. And if we also agree that all repair expenses related to this leak will be paid for by the association, then let's start the process. **Please let me know and I'll then find a good plumber and try to get him come in next week."**

Mike Ahern, another plumber inspects unit 2 plumbing during the Winter and says that Boris will never let anyone open up his bathroom walls to find the problem.

On February 9, 2008, Boris asks if he can measure the "spot" on my ceiling. He never had any intention of fixing his plumbing.

July 2, 2008 – Chase and Tolan, plumbers inspect unit 2 plumbing. Boris never contracted with any plumber. He did invite them all into my unit for appearance purposes.

The association paid David Anderson on **November 14, 2012** to finally make repairs to unit 3 plumbing by going through unit 2's ceiling.

25. Mr. Katz did not allow an inspector access to the subject premises until on or about November 3, 2007 to determine the cause of the leak, at which time the licensed inspector determined that the leak originated from within Mr. Katz's unit and not from the roof of the subject premises. Mr. Katz continued to insist that the leak was from a faulty roof and, therefore, the trustees agreed to hire Raboin Roofing to make repairs to the roof on or about November 28, 2007, which repairs were paid for by the common funds of the condominium association in the amount of $1,950. No solution was provided for the continued leak from Mr. Katz's unit and the damage it was causing to the Plaintiff s unit.

#25. Unit 3 owners were very interested in repairing the leak problem and worked with

several plumbers and contractors to try to find the cause. The claim that we denied access to any inspector is totally false.
As we mentioned in our responses to #24, the plaintiff refused to allow several plumbers to properly investigate the cause of the leak, and we were left to entertaining every possible hypothesis. One of the plumbers suggested taking a look at the roof. It turned out that the roof needed repairs. The association considered several estimates, and ended up hiring a roofer whom the plaintiff suggested, even though it was more expensive and had a shorter warranty.

There is no truth in this response.

Exhibit P is set up in date order – Christine's email on July 14, 2008 sums up the situation well.
Exhibit P contains:
October 12, 2007 email chain Christine, Boris and Susan re plumbing
November 10, 2007 Boris won't let Susan see the roof.
November 28, 2007 – **Raboin proposal "Apply fabric into fibered sealant at all cuts (1) seam and penetrations at box protusion and 7' perimeter to raise HVAC unit onto ½" or more of padding with existing 2x4's - $1,950. It also says on the invoice "remaining roof seam $3,900 not done". This appears to be damage by Demelo that Boris chose not to repair.**
January 3 – January 10, 2008 emails (Christine was trying to make Boris take responsibility)
February 9-10, 2008 – Frustrations of Boris not behaving
July 4 – July 6, 2008 more leak discussion via emails
July 14, 2008 – Christine clearly summarizes the problem
October 27, 2008 – Check from Travelers Insurance to Susan Schlossberg for $1,865.00 ($1,000 deductible having been applied) for the "small leak" per Boris.
November 19, 2008 – Invoice from AC General Contracting for ceiling and wall repair again.
October 21, 2011 – email from Susan and Christine to Boris with no response.

Trust infraction: Section 10 of Chapter 183A
5.2 Maintenance and Repair of Units:
5.2.1 Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including without limitation, finish walls, ceilings and floors; windows and the window frames; window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains, and conduits for water, sewerage, electrical power and light, telephone, and any other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages to any and all Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations

hereunder.

26. On or about October 17, 2007 a major installation occurred in the master bedroom of unit 3. The delivery team gouged the entry decking and caused the common foyer entry door to require a lock smith to repair.

#26. This is the first-time Unit 3's owners hear about this issue. Our bedroom had no "major installation" since we moved in. We had no communication with the plaintiff on this subject.

October 17, 2007 - This time scratching the front porch and requiring immediate repair by the locksmith on October 19, 2007. The locksmith had been here often. He only charged $20 this time.
Of note is that Boris would not let Susan view the roof on November 10, 2007 and the Raboin Roof proposal was on November 28, 2007. There seems to be more issues with the HVAC in unit 3 that effect the roof.

27. The Defendant, Boris Katz, has caused numerous additional problems at the condominium including entering the Plaintiff s own unit on or about July 10, 2008 and physically assaulting her, after which the police were called and an incident report was filed.

#27. This is a continuation of the bathroom leak saga (see our responses to #24 and #25). On July 10, 2008, Unit 3 scheduled yet another visit of a highly-recommended plumber (from Chase & Tolan) and informed their neighbors about it. After inspecting our unit, the plumbers went downstairs to examine the leak in the plaintiff's ceiling. As we did several times during the past plumber visits, the Unit 3's owners followed the plumbers into Unit 2. But this time it was different. When the plaintiff saw Boris in the hallway of her apartment, she all of a sudden started screaming: "You've seen enough; get out right now". Boris was startled and surprised, and then turned around and started walking towards the door.
Suddenly, the plaintiff pushed Boris very hard from the back. He lost his balance and almost fell to the ground; then he tried to push her away and in the process touched the plaintiff's face. She then kicked Boris very hard with her leg (she was wearing shoes); she was clearly aiming to hit the groin, but Boris turned and she hit his leg. Boris had a pretty painful bruise for a whole week after the incident.
Note that the police report states that both participants in the incident describe Boris's react ion as "involuntary". Calling it now, 10 years later, a "physical assault" is outrageous.

Well that certainly didn't happen. There were several plumbers conferring in my apartment when Boris wondered in. You can tell by the previous activities that he knew he was not welcome. He had never let me enter into his apartment to look at the water problem for the past 2 years; and, he had never "followed a plumber into my unit

previously." He would ask, as evident in his e-mails, when I would be able to entertain the next contractor. Why would I allow him in my apartment if he wouldn't let me in his apartment?

There was no screaming, Boris orchestrated several of his contractors to come into Susan's house to investigate the water leakage on July 10, 2008. The contractors were in both my bathrooms on ladders and poking into the ceilings. Boris came in a little later, curious, he wondered in through my front door, without permission. It must have been left open by one of the contractors. Susan asked him to leave multiple time … He assaulted Susan (slapped across the face) as she was trying to escort him out the door while he was talking in Russian to his wife. See police report filed by Susan. The Cambridge Police who arrived at the scene never talked to Susan, who waited inside her condo for them to respond. Boris called in the M.I.T. police. He and Natalya met them in the front yard telling the Cambridge police he was a victim and scared of me. The narrative in the police report is blacked out and much is not accurate as it was reported by Boris while Natalya pretended to be me.

Exhibit Q – police report. Of note is that I never got to talk to a policeman in person. Boris and Natalya met the Cambridge Police.

28. On or about July 14, 2008, Defendant, Boris Katz, used Condominium Association funds to pay to repair a broken fitting and replace a faulty valve in his shower that was causing a leak into the Plaintiff s unit. These repairs should have been paid for by Mr. Katz, as they were in his unit. Mr. Katz refused to allow the plumber, hired by the association, to replace the faulty valve, insuring that the leak continue. The plaintiff reported the leak from the same place on December 23, 2009.

#28. The assertions in #28 are remarkable examples of the plaintiff's inconsistencies and falsehoods. In the first sentence, she says that in 2008, Boris Katz used "Condominium Association funds to pay to repair a broken fitting and replace a faulty valve in the shower". But she neglects to point out that in 2008, the plaintiff was the treasurer of the condo association, and she was the only one with access to the association's checkbook, which makes it impossible for Mr. Katz to use the condo funds to pay for anything. Then, in the third sentence, she says that Mr. Katz "refused to allow the plumber … to replace the faulty valve". So, which is it – how could Mr. Katz both use the funds to pay for replacing the faulty valve and yet at the same time refuse to allow the plumber to do so? In the last sentence of the paragraph in #28, the plaintiff states that she reported the leak from the same place in 2009. Note however that no repairs had been done in Unit 3's bathroom since 2008, and as we all know, the leaks don't go away by themselves. That leak was just the product of the plaintiff's imagination.

Exhibit P – Christine's email on July 14, 2008 sums up the situation well.

Exhibit R – AC General Contracting Invoice – "Shower valve replacement was recommended but no work authorized by unit #3 owner." The condo association paid $525 for this service. Boris should repay the association for this expense. The leak came back because of his faulty shower valve that the association paid to have replaced but Boris refused to have replaced. This is well explained in Christine's letter to Boris. The leak continued from 2007 through 2012 – 5 years….

Exhibit S – December 23, 2009 email, July 9, 2010 email, October 18 & 19, 2011 email, and November 8, 2012 email – Boris takes no responsibility again.

29. The fence repair work done in 2013 to Mr. Katz's fence was a cost to the association of $1,600 that should have been filed as an insurance claim because the repair was necessitated by an abutter tenant at 131 Magazine Street throwing a large object off the rear porch, which crumbled the fence. Mr. Katz made the association pay for the repair and refused to properly maintain the fence by sealing it to protect it from weather. The Plaintiff and prior owner of Unit 1 could not get Mr. Katz to agree to maintain the fence. Instead, the Plaintiff and the prior Unit 1 owner were forced to replace a significant portion of the fence in 2016, depleting the association's resources.

#29. The fence that surrounds the backyard of 431 Putnam Ave Condo is common property that protects the three exclusive-use subdivisions of the backyard. The fence is maintained by the condo association, and we find it curious that the plaintiff calls it "Mr. Katz's fence". Note that a couple of years after we all moved in into the building, the plaintiff (who at the time was the treasurer of the association) paid several thousand dollars to a handyman who put some sealant on the surface of the fence. (Note that she didn't call it "Mr. Katz's fence" at the time).

However, the problem with the fence was not the lack of sealant, but the fact that the part of the fence that was in the ground, including the polls, rotted through, and as a result, in 2013 several sections of the fence fell to the ground, and had to be repaired. Also note that in 2013, the plaintiff was still the treasurer of the association, and if she had any knowledge of our abutters "throwing a large object off the rear porch", she should have informed Unit 1 and Unit 3 about it, and then file the claim. Instead, she wrote a check for the repairs and now files a claim accusing us? Note however that filing an insurance claim to our insurance company would not have been warranted, as our insurance deductible is $5,000, which is more than the $1,600 that was paid for repairs.

Regarding the 2016 fence repair, the plaintiff asserts: "Instead, I was forced, with the previous owner of Unit 1, to replace a significant portion of the fence in 2016, depleting the association's resources." This is total nonsense: in 2016, the current owners (Shams and Rafiq Karimi) already moved in into our building (Fall 2015), they voted on the fence repair proposal, and approved the work because additional polls have rotted, several sections of

the fence fell to the ground, and needed to be replaced. (In addition, the owner of the house abutting our fence contacted us asking us to urgently repair the fallen down sections of the fence). How can one vote for repairing the fence and at the same time be "forced" to do it is beyond comprehension

March 30, 2016 – Neighbor emails all about the fallen fence. Boris does not discuss this with Christine or Susan. Boris responds to the abutter immediately. The abutter wants to know what we will do about the fallen fence. Boris reacts without consulting the other Trustees, committing funds and removing the fence immediately leaving the yard exposed to the neighborhood. Prior to this, in 2013, The fence in unit 3 was held in place by a board wedged into the ground to stabilize it. Now he insists on a new fence. Boris told the abutter the work would be done in April……

April 10, 2016 – Quote from John Zullo Jr. to replace fence abutting units 1 and 3 only, no repairs were to be done to unit 2's fence. This cost would be in excess of $4,000. Rafiq and Shams were committed to getting a new fence too. They chose a more expensive fence that does not match the existing one and the association did not inform me of the cost or the vote.

April 11th, 2016 – Susan emails to the association to address the current issues, and that the fence repair must be looked at in the context of a needed capital improvement plan. No response

Exhibit T – Correspondence and pictures regarding the fence from 2013 and 2016.

30. The Plaintiff has notified the Defendants, Rafiq and Shams Karimi, on numerous occasions of a problem with their ventilation in their unit, resulting in noxious odors emitting from their unit into the Plaintiff's unit.

31. The Defendants, Rafiq and Shams Karimi, have refused to remedy the problem with the ventilation in their unit.

#30-31. Response from Shams Karimi {owner of Unit 1): "Since the time I have moved into the condo, the plaintiff has constantly complained to my husband about the noxious odors coming out of my kitchen on the days I cooked. With the constant use of the term "noxious" odors coming out of my kitchen, the plaintiff has been harassing me ever since I have moved into the condo. I have never had this complaint of "noxious" odors being emitted from my kitchen. My husband and I hired our common handyman, John, to seal any vents that might lead from our unit into the plaintiff's. This was an out of pocket expense."
The Unit 3 owners would like to add here that it is extremely mean for the plaintiff to

use this terminology. What the plaintiff is referring to as "noxious" odors is a slight but delightful aroma of Indian spices.

Exhibit U – March 22, 2006 –Jim Abram– Heating and Cooling system analysis explains how we are not up to code.

Exhibit V – Email to Rafiq Dec.17, 2015 and picture showing unit 1 stove backs up to chase where unit 2 master bedroom closet is. Plus, information regarding recent lawsuit involving second hand smoke and Coldwell Banker.
Could we call the MA Board of Health?

Rafiq and Shams Karimi moved in on September 29, 2015 after many private conversations with Boris. They were aware of the lack of harmony in the association and stated that they did not wish to be involved. Immediately after their arrival I complained about the noxious odors coming from their unit from the lack of proper venting of their microwave and range. Shams ignored the problem, and continued cooking without venting. As a broker, I am acutely aware of the odors from curries, lentils and other Indian spices causing significant problems for condo and apartment occupants, I brought Jim Abram in to speak with Rafiq on June 8, 2016. Jim stood in Rafiq's kitchen and clearly told him that the HVAC system was not built to code and that they must draft the odors to the exterior of the building.

32. The Defendants, Rafiq and Shams Karimi, have frequent loud parties in their backyard and leave the front door to the building open to allow their guests free access to the subject premises, creating a serious safety issue. The Defendants will host parties for hours on end, playing music loudly outside in an offensive manner that makes it difficult for the Plaintiff to enjoy the use of her own unit. The Defendants leave the front door open during this time because the door buzzer and intercom have been broken for many years, despite the Plaintiff s repeated attempts to get the trustees to vote to fix these items.

#32. Response from Shams Karimi (owner of Unit 1): "We live on the ground floor, and enjoy the largest backyard among the 3 condo unit owners, and we entertain within limits without disturbing the privacy of our neighbors separated by fences, who have never complained to us about disturbing them. I live on the ground floor and the plaintiff lives on the second floor. When we have good weather outside, we enjoy our backyard with family and friends. We do not party 24/7, but rather enjoy bbq on a Sunday if weather is favorable. The plaintiff has put wrongful allegation on me about keeping the common front door open to let my visitors in, thereby jeopardizing security of other occupants of this building. The fact is that the front door is kept open only when under my supervision.

Moreover, when I enjoy the quiet and peace of my backyard, the plaintiff harasses me by leaning over the common area and complaining about issues with the condo association.

I have not been able to enjoy my quiet and peace in my backyard due to the plaintiff's constant mental torture and harassment."

The parties continue for hours while food sits out. The food and drink also sit out on the back porch. Before the occupancy of the Karimis the yard was planted. Now it is barren except for the two barbeque grills in the middle of the back yard. Food is not disposed of properly, especially with so much of it being exposed for long periods of time. These parties occur on many, many Sundays. The garbage is not picked up in our neighborhood until Friday. The uncovered garbage has occurred for over two years. Soon after the transfer of unit 1 to the Karimis, rats moved in under the porch of unit 1. The Karimis continue to eat on this rear porch. Now the rats have burrowed into the ground abutting unit 2's yard because the Karimi garbage is left outside open and uncovered adjacent to the yard. Karimi has plastic bags of waste that are not appropriate for the Cambridge city ordinance regarding disposal of waste. They forget to drag their garbage to the street for the city to take away. Because these rats hang out near unit 1 and the food they provide, the bug activity has increased significantly. The oversized bug zapper, located above the rat poison container, is left on all day and night and is annoying as it kills bugs with an electric sound and shines it purple light into the neighborhood. The lights that unit 1 installed at unit 2's rear porch, are on motion sensors because of the rat activity below. I cannot enjoy my porch, because of the constant activity below, the bug zapper, the rats, and the motion sensitive lights, the parties etc. These parties are a problem for the whole neighborhood. The eating takes place at the grill and the walkway to the back porch and the back porch. Clean-up is not adequate to combat the problem. Rats don't have boundaries; fences won't keep them in or out.

Regarding the front door. It is left open and not supervised, obviously, or why would it be kept open?
I do not talk to Shams, she rarely comes out in the open, but prefers to be under cover on her porch. I have placed many large plants on my deck to block the view of their yard and their activities.

Exhibit W –Garage and all common areas are left open to strangers (see man in garage without supervision). – pictures of a small Sunday barbeque

See picture of garbage, bug zapper and rat infestation site.

33. The Defendants have also installed a motion sensor light with four very bright lamps, at the base of the Plaintiff's deck that turns on with the slightest movement multiple times each night, disturbing the Plaintiff's sleep.

#33. The down-facing motion sensor light for security should not disturb the plaintiff who lives on the second floor.

Motion sensitive lighting is for ground activity, namely the rats. The Karimis have installed this light fixture at unit 2's rear porch. The condo documents specifically state that they are not permitted to alter any association property. The rats. cats, squirrels and birds activate this light all night long.

Exhibit X – picture of motion sensor light with 4 lamps

34. The Defendants, Rafiq and Shams Karimi, have also blocked access to the basement electrical panel by the placement of their personal possessions in the common areas in violation of the Master Deed, Paragraph 9, which has created a safety hazard. The Defendants have overflowing garbage and recycling that further adds to this hazard.

#34. The electrical panel located in Unit 1 parking spot is easily accessible. All three Units {Unit 2 included) keep some of their personal items in the garage. We (Unit1) are a family of 4 that lives in this condo, as opposed to the plaintiff who lives by herself. Our children's bicycles, and other personal belongings have been neatly stowed in the garage. The garbage and recycle bins are stored outside the building in the back.

The electrical panel is not located in the unit 1 parking space. See the Master Deed (filed at the Registry of Deeds- basement plan, also at response #16).

The children's bicycle was being stored by locking it to the rail at the building entrance until one of the Karimi's children broke the railing where it attaches to the pillar. Now there is a bike parked on the unit 1 back porch and another in front of the electric panel.

Exhibit K
Exhibit Y – pictures of Karimi parking area and common area used as storage.

35. The Plaintiff has repeatedly requested that the Defendants vote to allow the condominium association trust funds to be used to install a new security and intercom system at the subject premises and to fix the front door to no avail, creating a dangerous condition at the condominium.

#35. The intercom system is old but working. It should be replaced at some point, but because for the past 2 years the condo association received only two-thirds of its income due to Unit 2 not paying condo fees, all non-essential projects had to be postponed. The front door is working properly.

Often packages are left outside because the front door knob remains broken.
See exhibit C, email April 15, 2016, September 4, 2017 and conversation with Rafiq.

Exhibit Z –February 7, 2016 e-mail and Boris emails to Robert Randall
Messages to and from Rafiq.

36. The Defendants have caused a serious safety problem to exist at the subject premises by failing to fix the above referenced problems.

#36. Intercom is not a safety issue. The front door is working properly.

The intercom has not worked since 2015 in my unit. It is a safety issue.
There is plenty of documentation of my desire to repair it since then in the exhibits.
See Exhibit Z – messages to and from Rafiq

37. The Defendants have illegally tried to remove the Plaintiff as a trustee and will not allow her to attend any meetings or participate in any communications of the Condominium Board of Trustees.

#37. As an owner of Unit 2, Susan Schlossberg is a Trustee, and no one has ever claimed otherwise. However, as someone who hasn't paid condo fees for 2 years, it is far from clear that the plaintiff should have much say in how the condo association spends funds to which the plaintiff doesn't contribute.

See exhibits A, C, D, E, P, and T
See Exhibit AA; a 6D certificate executed by unit 3 without communication with unit 2. Emails requesting cooperation 11/12/2015 and 2/7/2016.

Christine had already agreed to paint the building and should have paid her portion for the term of her tenancy. This is a cost of approximately $9,000 that Boris has caused the association to absorb.

Also in Exhibit AA is a unilaterally accepted proposal by unit 3 to again have work done on the roof. Christine and I did not authorize this. The work done by the HVAC contractor Demelo is the only thing I can think of that has caused all this expense. When I moved in in April, 2006, I was told that it was a new rubber roof with a 30- year warranty which would be negated with all this activity controlled by Boris on our common roof. I have repeatedly requested access to the roof to take pictures and Boris has refused me entry. This was not the first-time Boris signed a contract without consulting the other Trustees. He contracted with Farina Roofing Company on November 15, 2007 without consultation as well.

There are many instances where meetings were requested, communications ignored and compliance with the Master Deed, Trust and Chapter 183 ignored. Communications 1/4/2008, 10/23/2011, 8/23/2013, 11/12/2015, 2/7/2106, 4/11/2016, Nov, 2017, Jan 2018.

Trust Infractions:

The 431 Putnam Avenue Condominium Trust specifically states:

3.3 Action by Majority: The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees. The Trustees may also act without a meeting if a written consent thereto is signed by all the Trustees then in office.

5.8.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and may elect the Chairman, Treasurer, and Secretary as herein provided. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided however, that written notice of such meeting stating the place, day and hour thereof shall be given to the Trustees at least seven days before such meeting.

38. The Defendants have purportedly added Shams Karimi and Natalya Katz as trustees of the Condominium Trust in violation of the Condominium Declaration of Trust Paragraph 3.1, which allow each unit to designate one trustee. The Defendants contend that the current trustees are all four Defendants and not the Plaintiff, in violation of the Condominium Trust documents.

#38. We agree that our Condo association formally has 3 Trustees (Rafiq Karimi, Susan Schlossberg, and Boris Katz). Trying to be respectful to our wives, Boris Katz sometimes used the following informal definition of Trustees: all owners are trustees, but each Unit has only 1 vote.

See Exhibit BB- Four of them as Trustees was supposed to be intimidating

39. In addition to all of these problems, the Defendants have denied the Plaintiff access to the Condominium Trust Santander bank accounts and removed her as a signatory, which means that she is unable to see how the Condominium Trust funds are being allocated and managed, after the Plaintiff served as the primary signatory for this account for years. The Defendants have openly used trust funds to remedy problems with their own units while continuing to deny the Plaintiff s requests for repairs to common areas.

#39. Our condo association has always nominated a Treasurer (one of the trustees) who is responsible for handling the day-to-day finances of the association, such as depositing condo fees and paying bills (utility, insurance, snow removal, etc.). For the first 8 years of our association (2006-2014), the plaintiff was the treasurer, and she had sole access to and use of the condo association checkbook. Then, in July 2014, a former owner of Unit 1{Christine D.) became treasurer. After that, Christine controlled the association's checkbook until the end of 2015, when she sold her unit to the current owners (Shams and Rafiq Karimi). Christine sent us a note stating in part: "Since both Unit 2 and Unit 1have held this position, it seems most obvious for Unit 3 to take a term as bookkeeper for the association. On behalf of Unit 1, I nominate Natalya Katz, Unit 3, to take over responsibilities." After that, the owners of Unit 1and Unit 3 together went to the bank and made Unit 3 signatory on the condo association account.
Please note that the following assertion by the plaintiff: "The defendants have openly used trust funds to remedy problems with their own units while continuing to deny the Plaintiff's request for repairs to common areas" -- is blatantly false. The plaintiff hasn't

paid condo fees for 2 years! As a result of the severe lack of funds, all of the association funds in the past 2 years went to paying bills (utility, insurance, snow removal, etc.) and emergency repairs (broken garage door, broken front door lock, etc.). No other projects were initiated or even discussed.

Exhibit F – email from Boris

Exhibit CC – Santander Bank Statement for August 30, 2015

First part – Not True… Our condo association can't vote so how could it nominate? Boris had signatory power on all the accounts shortly after he purchased his condo.

Christine sold on September 29, 2015. My signatory power was removed from the Santander Bank accounts by Boris alone on August 21, 2015, before Christine left. Christine was still signing checks on August 29, 2015. When I asked to see the bank balance I was told that I was not authorized.
Boris added Natalya'' signature to both bank accounts. Now, only he and his wife are authorized signatories. Natalya began signing checks in September 2015, per Boris note on May 18, 2016.
Susan began a query with Santander Bank customer relations manager Andrian Pizzuto, case #727514. No response from Boris to the bank, so no resolution.

Second Part – Defendants have openly used fund to their own benefit:

- See fence repair to unit 1 and 3 and no repair to unit 2.
- Roof repairs are all about Boris correcting his HVAC problems, not the association problems. It was a new roof.
- Not compensating unit 2 for association expenses and labor is taking advantage of unit 2's efforts in landscaping, watering and cleaning of common areas. Rafiq only waters his yard with his private hose. No water goes from his hose to common areas. Boris has never picked up a hose so our huge common yard must be watered by Susan.

There should be **no lack of funds in the Reserve account** as very little money has been spent on regular maintenance or capital improvements. Repeated requests have been documented throughout the years to maintain.

Costs of the 431 Putnam Ave. Condo Association to fix unit 3 exclusive use problems and tampering with association property:

2006 roof repair - $1950.
2008 - leak repair - $525.
2010 - front door lock repair - $376.69 +++
2010 - electrician repair/reset motion sensors in and out of the garage -$940. +++
2013 - fence repair - 1600.
2016 - fence replacement- not disclosed = more than -$4,000

Not disclosed to other unit owners was that Boris was having work done on the roof by Raboin in December 2011 (exhibit AA) for $1260.

40. In violation of the Condominium Trust, the Defendants have refused to provide the required annual accounting of the Condominium Trust bank accounts to the Plaintiff. After repeated requests beginning in February of 2015, the Plaintiff has been refused access to the books of original record, bank statements, paid bills, tax returns, and budgeting and financial statements.

#40. As we stated in our response to #39, Unit 3 became treasurer of the condo association at the end of 2015, so the Plaintiff's statement that we refused to provide her with financial information in February 2015 makes no sense.
On March 5, 2016, the three unit owners met in the apartment of Shams and Rafiq Karimi for an annual meeting of the condo association. Unit 3 provided a yearly financial report to all owners, specifying is as much detail as possible how the association funds are being spent.
A couple of months after that meeting, the plaintiff stopped paying condo fees. Unit 3, as the treasurer, continued to provide financial yearly report to Unit 1, but we didn't think we needed to provide the plaintiff with an explanation on how we paid our ongoing bills using funds, to which the plaintiff didn't contribute.

None of the is true. See answer to response #39

March 5, 2016 -. At this meeting, Boris again accused Susan of misappropriation of funds. All supposedly agreed to paint the building. Susan requested to see the financial records from 2014 and 2015 prior to the meeting. Boris has yet to provide any books of original entry or copies of tax returns or annual financial summaries.

Exhibit DD - email chain May 15, 2016 - May 21, 2016 between Boris and Susan requesting to see the books.

Trust Infraction:

The 431 Putnam Avenue Condominium Trust specifically states:

5.10 Inspection of Books; Reports to Unit Owners: Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Unit Owners and Trustees, and the Trustees shall, as soon as reasonably possible after the closing of each fiscal year, or more often if convenient to them, submit to the Unit Owners a written report of the operations of the Trustees for such year, which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and who shall have failed to object thereto by notice in writing to the Trustees given by certified mail, return receipt requested, within a period of sixty (60) days of the date of the receipt by him shall be deemed to have assented thereto.

Section 10 of Chapter 183A

(d) The party responsible for keeping the records in clause (4) of subsection (c) shall be responsible for preparing a financial report to be completed within one hundred and twenty days of the end of the fiscal year, including without limitation a balance sheet, income and expense statement, and a statement of funds available in the various funds of the organization. A copy of such financial report shall be made available to all unit owners within thirty days of its completion, and shall be made available upon request to any mortgagee holding a recorded mortgage on a unit in the condominium.

After repeated requests, no financial information has been disclosed since Boris Katz appointed himself keeper of the records (without a meeting or vote from the Trustees) on August 21, 2015.

41. The Defendants have alienated the Plaintiff from themselves as the other trustees and have used the trust funds for their own renovations while denying the Plaintiff s requests for routine maintenance of the condominium association common areas. The Defendants used the trust funds to renovate and repair the common areas affecting their units and not the common area repairs that affected the Plaintiff s unit. This has been a continuous problem and the Defendants have failed to remedy significant problems that have continued to exist affecting the Plaintiff s unit.

#41. Totally false assertions. As we already stated in our response to #39, as a result of the severe lack of funds due to the plaintiff not paying condo fees, all of the association funds in the past 2 years went to paying bills (utility, insurance, snow removal, etc.) and emergency repairs (broken garage door, broken front door lock, etc.). No other projects were initiated.

Exhibit EE – March 8, 2014 request to raise condo fees and paint the building- vote
email chain January 21 - 25, 2016
email April 10-11, 2016
email April 15, 2016
email April 19, 2016
Tree Work proposed July 7, 2016 email
Pictures of what lack of maintenance looked like
Raboin payment to correct bad HVAC work for unit 3.

There were many requests to provide routine maintenance. Unit 1 and 3 would not address the issues. Unit 2 was forced to escrow condo payments to pay for regular maintenance.

Exhibit AA – An acceptance of a Raboin Roofing proposal without consult with other unit owners to again repair the roof. This is an interesting proposal in that Boris accepted it but, I cannot locate payment by the association. If Boris paid for this personally, he was again working on common area property, namely the roof without permission from the association, and we have no idea what the quality of the work is as it negates the 30- year warranty on the roof.

42. The Plaintiff has been frozen out of the Condominium Board of Trustees by the other unit owners. On August 21, 2015, one week after Unit 1 went under agreement for sale, Mr. Katz, without any authority, removed the Plaintiff as a trustee from the Condominium Association Santander account. The Plaintiff was not aware of this removal until she requested a copy of the bank statements for the accounts and was denied. Mr. Katz replaced the Plaintiff s signatory power with that of his wife, leaving only the two of them to sign checks in violation of the Condominium Trust. The new owners of Unit 1, the Defendants, Rafiq and Shams Karimi, have no desire to have signatory power.

#42. More misleading assertions by the plaintiff. As we noted in our response to #37, we all absolutely agree that, as the owner of Unit 2, Susan Schlossberg is a Trustee, and no one has ever claimed otherwise. And the current role of Unit 3 as Treasurer is discussed in our response to #39.

See response to #39

Trust Infraction:

The 431 Putnam Avenue Condominium Trust specifically states:

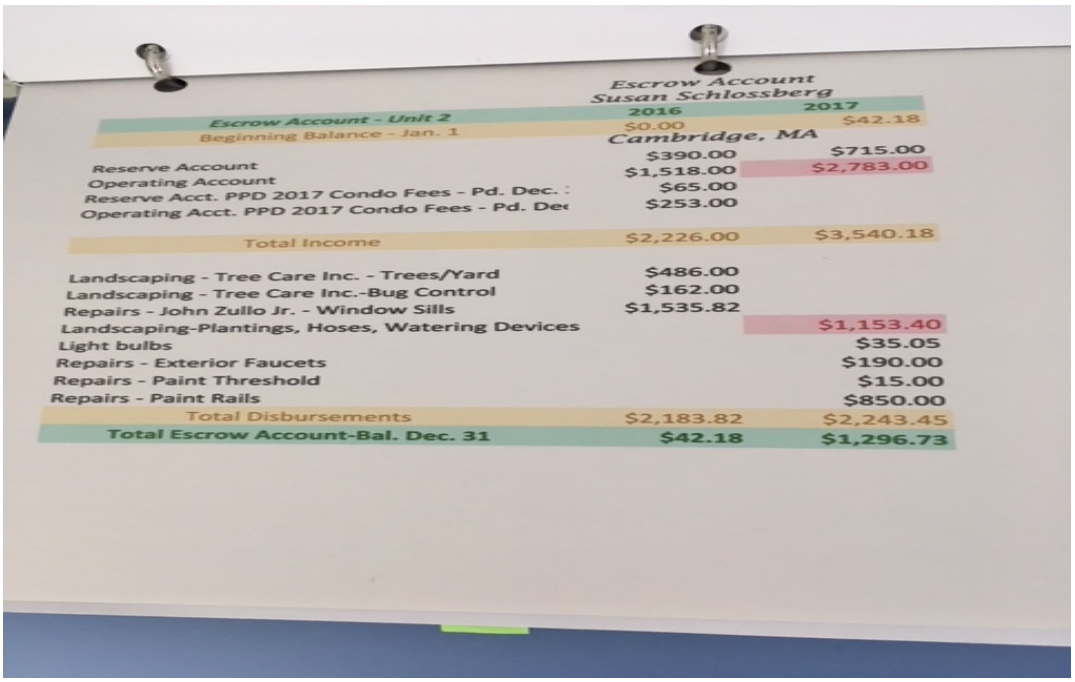
5.8 Meetings:

5.8.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and may elect the Chairman, Treasurer, and Secretary as herein provided. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided however, that written notice of such meeting stating the place, day and hour thereof shall be given to the Trustees at least seven days before such meeting.

43. In response, the Plaintiff has validly withheld her own condominium fees and deposited them in a bank account which she has used to pay for necessary condominium maintenance items.

#43. We don't agree that the plaintiff's not paying condo fees is a valid response.

Escrowed funds were used to pays as follows:



Escrow Account
Susan Schlossberg
Cambridge, MA

Escrow Account - Unit 2	2016	2017
Beginning Balance - Jan. 1	$0.00	$42.18
Reserve Account	$390.00	$715.00
Operating Account	$1,518.00	$2,783.00
Reserve Acct. PPD 2017 Condo Fees - Pd. Dec. :	$65.00	
Operating Acct. PPD 2017 Condo Fees - Pd. Dec	$253.00	
Total Income	$2,226.00	$3,540.18
Landscaping - Tree Care Inc. - Trees/Yard	$486.00	
Landscaping - Tree Care Inc.-Bug Control	$162.00	
Repairs - John Zullo Jr. - Window Sills	$1,535.82	
Landscaping-Plantings, Hoses, Watering Devices		$1,153.40
Light bulbs		$35.05
Repairs - Exterior Faucets		$190.00
Repairs - Paint Threshold		$15.00
Repairs - Paint Rails		$850.00
Total Disbursements	$2,183.82	$2,243.45
Total Escrow Account-Bal. Dec. 31	$42.18	$1,296.73

44. Mr. Katz has slandered the Plaintiff on multiple occasions to the other Trustees, accusing her of misappropriation of funds and theft, beginning in October of 2007. This has caused strained relations and lack of peaceful enjoyment for the Plaintiff in her unit.

#44. Unit 3 never said anything about theft, but in 2012, we did send several emails to the condo association pointing out that over the 5 previous years, while the plaintiff was Treasurer of the association, more than $6,000 has been transferred from the condo's capital improvement account to the operating account, and spent on various unnecessary improvement projects, without any knowledge of the other two owners. Boris wrote several emails to the plaintiff with proposals on how to correct the situation, but received no response.

May 25, 2014 - Susan sent an email to Christine stating that the money needed by special assessment of $8,427.15 was available from unit 2 to begin the painting immediately to avoid further damage to the façade.

On May 28, 2014 - Christine wrote to Boris; "I really believe our only option is to consult a third- party management company to come in and assess the situation. We bring someone in to:

- do an unbiased audit of the finances and property
- serve as a point person for concerns
- prioritize what needs to be addressed
- set up a plan for future expenditures and savings
- We haven't raised our condo fees to establish any sort of stability with our

finances."

At this point, Boris was no longer involving Susan in conversations with Christine. Boris and Christine had met privately and decided that Christine should take over the association records, checkbook and management. Christine forwarded to me Boris' request to have her take over the condo finances on June 16th at 6:03pm. At 7:34pm I emailed Christine that we needed to vote to raise condo fees and paint. I also said that if she and Boris wanted to pay for an audit I would not participate in the cost.

Later that evening, Christine met with Susan and stated that Boris had agreed to her managing the association in exchange for his **vote** to increase the condo fees and paint the building. Susan gave Christine the checkbook and all related documents for the period from 2013 and year to date for 2014.
This was to appease Boris and allow association to finally move forward in maintaining the property.

Exhibit DD correspondence among Boris, Christine and Susan. Boris pushed Christine until she took over the books.

Exhibit FF – Email from Boris slandering – May 10, 2012,
Email from Boris slandering - September 1, 2013
Email from Boris slandering - March 9, 2014
Email from Boris slandering - June 16, 2014

45. As a result of the failure of the Defendants to adequately maintain the condominium premises, the insurance company for the condominium has indicated that it will terminate the insurance for the condominium on June 5, 2018. See letter attached as Ex. B.

46. The Plaintiff has brought Ex. B to the attention of the Defendants who are aware that their lack of properly maintaining the premises will cause the insurer to cancel the condominium's insurance. Despite this knowledge, the Defendants have failed to take the necessary maintenance actions to have the insurer allow the insurance for the condominium to be maintained. This poses a dire risk to the Condominium Association and its unit owners as cancellation of the condominium insurance will constitute a default by each unit owner of their mortgage. This will lead to the foreclosure of each unit unless the insurance is reinstated and will leave all of the units with no insurance.

#45-46. Several days ago, Boris Katz (Unit 3) emailed Richard Vetstein about the plaintiffs purposefully misleading statements regarding "terminating the insurance". For convenience, we're reproducing a fragment of that email here:
"...when the insurance company emailed Susan asking the condo association to address three relatively minor issues (they called them recommendations), she forwarded this request to the other 2 units. We took care of one issue (re-arranging some items in Unit 1's garage space) right away. The second issue (cutting some tree branches which grew close

to the building) was dealt with when the weather allowed it. **And the third issue (repairing and repainting a clapboard)** was supposed to be done by a repairman who does some regular maintenance in our condo association. He first agreed to do so, but then he separately spoke with Unit 1 and Unit 3, and told us that Susan told him — without explanation that she didn't want him to do the job, And, he explained to me, because he gets much business from her for work in her apartment, he doesn't want to do things that she asked him not to do. Thus, we now are in the process of getting another contractor to do the job.

To make matters worse, Susan — who is the only person communicating with the insurance company — hasn't informed the company that 2 out of the 3 issues had been resolved, while at the same time telling the court that the emergency exists due to potential cancellation of the insurance policy, and that "there is a strong likelihood that the condominium will enter foreclosure ..." The facts however are that the insurance company never threatened us with cancellation. There was never any lapse in insurance — our current insurance is expiring on June 6"'· And on May 15, 2018 the insurance company did renew our policy and sent us a bill for next **year."**

We paid the bill from the insurance company, and our building is insured for another year.

Conrad, Do you think the insurance company wanted us to paint one clapboard?

John the repairman was told to only paint a clapboard. John was told that the association had to agree before he painted a clapboard. John gets very little business from in my apartment. John has been the handyman here for many years. He is familiar with all the workings of the condo association and therefore invaluable to the other unit owners. John does het a lot of business from Rafiq. He is well aware of the conditions at 431 Putnam Ave.

Exhibit GG – email from insurance company explaining increased cost due to lack of maintenance.

Trust Infraction:

The 431 Putnam Avenue Condominium Trust specifically states:

Article V By-Laws 5.8 Meetings

5.8.2 There shall be an annual meeting of the Unit Owners on October 1st of each year at 7:00 p.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding at least twenty-five (25%) percent of the beneficial interest. Written notice of any such meeting, designating the place, date, and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matters.

Called for special meeting. Got no response

Infractions of the Master Deed:

6. Maintenance and Repair of Exclusive Easements and Rights of Use.

Those Common Areas and Facilities of the Condominium described herein before, subject to exclusive easements and rights of use appurtenant to the Units, as such may be designated in Exhibit C hereto shall be kept in a neat, clean and orderly manner at the sole expense of the Unit Owner benefiting from such exclusive easement and right of use. Likewise, the cost of repair, maintenance and replacement of said exclusive use shall be the sole responsibility of the Unit Owner benefiting from such exclusive easement and right of use, except in the event said repair, maintenance and replacement is caused by the misuse or abuse of such exclusive use area by another Unit Owner, in which event, said costs shall be borne by said other Unit Owner. Notwithstanding the foregoing, the cost of repair, maintenance and replacement of the decking material of the porches shall be the sole responsibility of the Unit Owner benefiting from such exclusive use easement and right to use said porch(es); The Condominium Trust shall be responsible for the repair and replacement of all other components of the porches requiring repair and replacement, unless said repair or replacement is caused by the misuse or abuse of such exclusive use area by a Unit Owner, in which event, said costs shall be borne by said Unit Owner.

47. The Plaintiff has had access to no financial information regarding the management of the condominium since 2015. The Defendants have repeatedly made decisions without the consent of the Plaintiff and without even informing her that maintenance was being performed on different areas of the condominium. The Defendants have blocked the Plaintiff from participating in any decision making at the condominium, which is prohibited under the terms of the Condominium Trust.

#47. The plaintiff hasn't paid condo fees for 2 years. As a result of the severe lack of funds, all the association's money in the past 2 years went to paying bills (utility, insurance, snow removal, etc.) and emergency repairs (broken garage door, broken front door lock}. No other projects were initiated. The only decisions that had to be made by the association involved figuring out how to go from month to month with almost no money in our bank account. We didn't think we needed to involve the plaintiff in discussions on how to pay our ongoing bills using funds, to which the plaintiff doesn't contribute.

Exhibit HH- November 11-15, 2015 emails, December 23, 2015 note, July 5, 2016 emails, November 2, 2017 email re ins. Co., February 22, 2018 letter to Trustees, March 4, 2018 letter to Trustees

Trust Infraction:

The 431 Putnam Avenue Condominium Trust specifically states:
Article V By-Laws 5.1 Powers of Trustees

5.1 (k) Adopting and amending rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Trust, and in interpretation thereof.

5.1 (y) Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the property as if the Trustees were

the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

5.5.5 The cost of insurance obtained and maintained by the Trustees pursuant to all provisions of this Section 5.5 shall be assessed to the Unit Owners as a Common Expense. In the event that any Unit Owner does anything in the Condominium which causes an increase in the rate of insurance for the Condominium, as a result of (a) an act or gross negligence; (b) his willful default; or (c) having done anything requiring the Trustees' consent, the Trustees may, in their discretion, assess the amount of such increase directly to such Unit Owner as a Common Charge against such Unit.

48. Despite the possibility of the loss of insurance for the condominium, the Defendants have refused to communicate with the Plaintiff regarding necessary maintenance at the condominium to prevent that from happening.

#48. See our responses to #45-46.

Trust Infraction:
The 431 Putnam Avenue Condominium Trust specifically states:
Article V By-Laws 5.1 Powers of Trustees
(y) Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the property as if the Trustees were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

49. As a purported trustee of the Condominium Trust, each of the Defendants has a fiduciary duty to all unit owners to properly maintain the condominium and comply with all of the terms of the condominium governing documents.

Exhibit A and Z and show rat activity.

Trust Infraction:
Section 10 of Chapter 183A 5.2 Maintenance and Repair of Units
5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that the exterior or interior of a Unit is in such need of maintenance or repair that the market value of one or more of the other Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishings, facilities, or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner of such Unit to perform the needed maintenance, repair, or replacement or to correct the hazardous condition, and in case of such work shall not have been commenced within fifteen days (or such reasonably shorter period in case of emergency as the Trustee shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

50. All of the Defendants have breached their fiduciary duties to the Plaintiff as the owner of Condominium Unit 2 by their actions set forth above.

Exhibit II – examples of negligence

June 20, 2018 email from Boris to Insurance agent – lies

Trust Infraction:

Section 10 of Chapter 183A

5.7 Rules, Regulations, Restrictions, and Requirements:

The Trustees may, at any time and from time to time, adopt, amend and rescind (without the consent of the Unit Owners) administrative rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions and requirements of the common areas and facilities as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and the common areas and facilities.

51. Each Defendant has been negligent as set forth above in their management of the Condominium Association. Such negligence has caused damage to the Plaintiff by failing to properly maintain the common areas and facilities of the condominium and causing the probable cancellation of the condominium insurance.

Exhibit Y and show rat activity

52. Each Defendant has been negligent and they have violated their duties to properly maintain the condominium facilities.

#49-52. We believe that we properly maintain our condo association, which is an extremely difficult task due to the plaintiff's not paying condo fees.

Master Deed Infractions:

Master Deed, section 9 Restrictions on Use of Units:

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

No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the 431 Putnam Avenue Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

In order to preserve the architectural integrity of the Building and the Units, without modifications, and without limiting the generality thereof, with the exception of attached privacy screens designed by Boyes-Watson architects, unless approved in writing by the Trustees of the 431 Putnam Avenue Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except so far as practicable with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door, door frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions, if any, stated in the description of land on which the building is located in Exhibit A attached hereto.

Nothing contained herein shall prohibit the use of window air conditioning units, however, any

damage to the common areas and facilities caused by the use of such units shall be the sole responsibility of the Unit Owners using said air conditioning units;
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;

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;

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

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;

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;

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 building.