



## City of Somerville, Massachusetts

### *Condominium Review Board*

Katjana Ballantyne, Mayor

**Tuesday, November 12, 2024**

6:00 pm.

***Staff Liaison & Housing Policy Coordinator***  
Morena Zelaya

***Board Members***  
Zachary Zasloff, Chair  
Kate Byrne, Vice-chair  
Elizabeth Champion  
Alix Simeon  
Jennifer Tsolas

### **Special Meeting Minutes**

**November 12, 2024 – 6:00 PM**

### **Virtual Hearing**

Board Members present: Zachary Zasloff; Kate Byrne; Jennifer Tsolas  
Staff present: Morena Zelaya, Staff Liaison; Joseph Theall, Housing Counsel;

Chair Zasloff convened the meeting at 6:02 PM. He read the following information aloud: Pursuant to Chapter 2 of the Acts of 2023, this meeting of the Condominium Review Board will be conducted via remote participation. We will post an audio recording, audio-video recording, transcript, or other comprehensive record of these proceedings as soon as possible after the meeting on the City of Somerville website and local cable access government channels.

## **CONDO REVIEW BOARD MEETING AGENDA**

### **1. MEETING CALL TO ORDER**

The meeting was called to order with a call for attendance made by Chair Zasloff.  
Responses were as follows:

Chair Zasloff	Present
Vice-chair Byrne	Present
Member Champion	Absent
Member Simeon	Absent
Member Tsolas	Present

With three in attendance there was a quorum, and the meeting was called to order.

## **2. COMPLIANCE**

### **WARD 1 PRECINCT 4**

#### **29 Everett Ave**

Tenants at 29 Everett Ave requested to speak to Board regarding compliance concerns at the property. Courtney Libon, an attorney with Cambridge and Somerville Legal Services (CASLS), attended on behalf of the former tenants at Unit #1, Sean Dorant and Anne Marie Keys. Daniel Jacobson, also an attorney with Cambridge and Somerville Legal Services, would speak on behalf of the tenants of Unit #29R, Lorin & Raymond Sledge.

Attorney Libon noted that she had submitted a document packet, attached to these minutes, in support of their position that the owner had established intent to convert to condominiums and as such the tenants' rights had vested as outlined in Section 7-63, 7-64(j) and 7-64(k) of the ordinance. She informed the board that they believed the owner had also violated tenants' rights by proceeding with eviction actions against the tenants of Unit #29R and refusing to offer relocation assistance to the tenants of Unit #1 after they vacated in mid-October. She went on to note that the ordinance is clear that tenants' rights vest at the time intent to convert is formed and that the owner "does not offer an alternative reading of the plain language of this ordinance".

Attorney Libon then asked for Mr. Dorant to speak. Chair Zasloff allowed the request and Mr. Dorant provided a timeline of the events leading up to the special meeting. He explained that his landlord and the potential buyer approached the tenants in May 2024 to explain that tenants would need to vacate in 90 days because the buyer was not interested in taking on tenants. There was uncertainty about a move out date and the buyer mentioned her intent to convert at a separate meeting with the tenants at which an architect was also present surveying the property. Mr. Dorant and Ms. Keys rented a different apartment as they awaited more information from the owner and potential buyer. In August 2024 they received the notice of intent to convert and an affidavit requesting they waive some of their rights. They attempted to negotiate a buyout in exchange for the waiver of their rights, after which the landlord became unresponsive and it appeared the potential buyer had decided against purchasing. The tenants then received an eviction notice, contacted CASLS and vacated the apartment in mid-October. A more detailed outline of the events can be found in the attached document packet.

Attorney Libon then spoke and emphasized that the displacement the ordinance intends to prevent had already occurred to these tenants. She then asked that Lorin Sledge, the tenant in Unit #29-R be permitted to speak. Chair Zasloff gave her the floor. Ms. Sledge also provided a timeline similar to that of Mr. Dorant, however she noted that she owed some back rent for which she had applied for assistance through the RAFT program but states that the owner had told her to cancel the assistance application and that he would forgive the rent. In July she received a Notice to Quit for nonpayment of rent and she promptly paid the rent through a cashier's check. In August she then received the notice of the

landlord's intent to convert and she submitted the required paperwork to staff for the Condo Review Board. She also submitted a written notice to the landlord, along with August's rent, informing him of her status as a disabled tenant. He acknowledged receipt of both the rent and the notice via text. In late August he informed her that the buyer would no longer be purchasing the property and that he would be raising her rent to market. That same day a constable served a 30-day Notice to Quit for October 1<sup>st</sup>. Attorney Daniel Jacobson then reiterated their position that the tenants' rights had vested under the ordinance. He stated their request that the Board "affirm that tenants' rights had vested, affirm that the owner may not proceed with summary process actions and affirm that the owner is immediately obligated to make relocation payments to Mr. Dorant and Ms. Keys." He also asked that the Board find that both households qualify for enhanced protections under the ordinance.

Before allowing the owner's representative to speak Chair Zasloff opened the floor to board comments and questions. Member Tsolas asked Ms. Sledge if there had been any further interactions with the owner, she responded that there had not been. Vice-chair Byrne asked how long the tenants had been living there and she said since February 2017. With no further questions, the floor was closed.

Chair Zasloff opened the floor to the owner's representatives. Attorney Anne Vigorito spoke and said she was joined by Attorney Breanna Rolland as well as the property owner, Charles Chudigian and the potential buyer, Kristen Germano. She started by noting that the Board agendaized a compliance hearing on the matter in October 2024, though no application to convert had been submitted. She also stated that Ms. Germano may not be purchasing the property and that it was her understanding that it may no longer be a "worthwhile situation for her to get into this particular purchase and it has nothing to do with the conversion..." and that it may be more lucrative to keep as a rental property than to convert to condominiums.

Attorney Vigorito stated that their position that the "authority of the ordinance is contingent on the presence of an actual condominium conversion that poses a genuine risk of tenant displacement due to the condominium conversion, not to eviction processes or any of that." She said that neither the owner nor the prospective buyer were actively converting to condominiums and that the board could be exceed the authority granted under the City's enabling legislation. She states that they were especially concerned about the attempt to negotiate a buyout by the tenant's of Unit #1 and said the owner felt he was being taken advantage of. Further details of their position are outlined in the attached statement of opposition that they submitted in advance of the meetings. She then requested that Mr. Chudigian be allowed to speak and Chair Zasloff recognized him and opened the floor.

Mr. Chudigian provided a similar explanation of the timeline as the tenants had stated that he informed the tenants that while he had no intent to convert to condos, Ms. Germano would provide relocation assistance if tenants vacated. He said that tenants received the intent to convert paperwork in August and that the tenants in Unit #1 attempted to negotiate a higher amount and that the tenants of Unit #29-R returned the requested paperwork but became "very aggressive" with him and noted that they'd had a couple of instances of unpaid rent and

complaints about their dogs. He felt that the tenants were “trying to walk all over” him and all he wanted to do was sell the property and move on. Ms. Germano was then permitted to speak. She stated that she and the property owner met over the summer through a mutual friend, she acknowledged meeting with the tenants and surveying the property with an architect but stated that, despite providing the notices of intent, that she never promised she would be converting and that she wasn’t sure she’d be purchasing the property.

Attorney Vigorito spoke again and described the owner’s financial difficulties and stated that the owner and potential buyer informed tenants of their considering conversion and that their honesty was “coming back to bite them really hard.” Chair Zasloff then opened the floor to Board discussion.

Member Tsolas asked why the property owners provided tenants the notice of intent to convert if they did not intend to convert. Attorney Vigorito stated that property owners want to ensure they do everything correctly under the condo ordinance and they were exploring if condos were a best fit for the property. She noted that it was very common for buyers to want a building vacated before a sale occurs. Vice-chair Byrne asked to hear more from the tenants of Unit #1 regarding their negotiation of an additional buyout in addition to the relocation assistance. Attorney Libon responded on her client’s behalf and stated that Mr. Dorant realized that by being asked to waive his rights he was being asked to give up something important to him and he tried to negotiate with his landlord an additional sum to make up for giving up his right to purchase and his right to stay for an additional five years.

Board members then requested to hear from Housing Counsel Joseph Theall. He provided commentary based on both the briefs provided and the testimony heard at the meeting. He responded that the owner’s arguments do not line up with a plain text reading of the ordinance. He stated that it is an inherently difficult argument to make that the ordinance can only be tied to an active and ongoing application as that would allow for property owners to potentially manipulate a situation by, once they learned of tenant protections, stating they’ve revoked their intent to convert, emptying out their property, and then coming back before the board to reestablish intent. Board members agreed that they were not comfortable with the argument that the ordinance protections did not apply unless there was an active application. Member Tsolas talked about the ripple effect experienced by the tenants of Unit #1 who vacated their unit very suddenly upon receiving information that the property would be sold and converted. She was concerned about the impact on the tenants’ lives, finances and emotional health that the tenants had already experienced due to the intent to convert and wondered how the Board was supposed to ignore those impacts just based on the owner’s argument that timing matters instead of intent. Attorney Theall agreed and added that one of the stated purposes of the ordinance is to control the eviction of tenants incident to conversion and that he did not think you could interpret that to mean that this protection only applies if an application is before the board.

Attorney Theall did note that one of the requests from the tenants’ representatives was to find that the owner must dismiss eviction proceedings against the tenants in Unit #29-R but Attorney Theall stated that it would not be an appropriate step for the Board to take because they can’t compel this dismissal. However, should

the board make a finding that tenants' rights vested, then that can be raised by the tenants in an eviction defense.

Chair Zasloff made a motion to make a finding that tenant's rights vested and there was discussion about the language for the motion. During that discussion Board Staff noted that there was a third unit on the property and that the Board should not limit its findings regarding vesting to just the tenants of the two units in attendance that evening. Members Tsolas asked if there was a way to increase the relocation amounts for tenants who had vacated the property and had not received their full protections. Staff responded that there was nothing in the ordinance that would permit the Board to take that sort of action. Attorney Theall added that it was important for the Board to make a finding on when intent was formed and suggested the date of receipt of the notice, on or about August 3<sup>rd</sup>, as the point at which to start the notice period.

On a motion duly made the Board voted 3-0 to make a finding that intent to convert to condominium had been formed, that tenants' rights had vested as of the time they received their notices of intent to convert, that the tenants in Unit #1 & Unit #29-R were found to be entitled to enhanced protections, and the tenant in Unit #2 would be afforded an opportunity to present her eligibility for the same. Members voted as follows and the motion passed.

Chair Zasloff	Yes
Vice-chair Byrne	Yes
Member Tsolas	Yes

## **ADJOURN**

Chair Zasloff moved to adjourn at 7:27pm pm which Vice-chair Byrne seconded. The meeting was adjourned.

**Cambridge & Somerville Legal Services Office**

October 25, 2024

Somerville Condominium Review Board  
50 Evergreen Ave.  
Somerville, MA 02145

**Re: 29-29R Everett Avenue**

Dear Somerville Condominium Review Board:

Our office represents the tenants of Unit 29R (Lorin, Raymond, Raymond Jr. and Jade Sledge), and the former tenants of Unit 1 (Shawn Dorant and Ann Marie Keys), of 29-29R Everett Avenue ("29 Everett"). We have requested to appear before you at the October 28, 2024, meeting because our clients' rights pursuant to the Somerville Condominium Conversion Ordinance ("the Ordinance") have vested, and the owner has failed to comply with the ordinance. We are requesting that the Board exercise its enforcement powers and order that the owner must comply with the ordinance, including ceasing eviction proceedings against Unit 29R and offering relocation assistance to the former tenants of Unit 1.

**Summary of Events**

In May of 2024, the owner/landlord of 29 Everett, Charles Chudigian (The Chudigian Irrevocable Trust), contacted the tenants to inform them that he intended to sell the building. The prospective buyer, Kristen, met with the tenants the same month and informed them that she did not plan to take tenants and that they would have to vacate. The buyer came to the building on multiple occasions, including to take photographs for her architect and to do a walk-through with her architect. During the meetings with the tenants, the current owner and buyer expressed intent to convert the building to condominiums. Relocation assistance payments were also discussed. Text messages affirming some of these events are attached hereto (Exhibit A-Text Messages between Shawn Dorant and Charles Chudigian; Exhibit B-Text Messages between Lorin Sledge and Charles Chudigian.)

On or about August 3, the owner served all tenants with the Condominium Review Board Tenant Notification Form (Exhibit C). The tenants of Unit 1 also received an affidavit for signature waiving the notice period and the opportunity to purchase. (Exhibit D). The owner asked the Unit 1 tenants to return the form and affidavit by August 20, 2024. (Exhibit A.)

On or about August 29, 2024, the owner served each tenant with a rental period (no fault) Notice to Quit (Exhibit E-NTQ for Unit 1, Exhibit F-NTQ for Unit 29R.) During the week of October 7,

2024, the owner served the tenants with summary process (eviction) summonses and complaints (Exhibit G-Summons and Complaint for Unit 1; Exhibit H-Summons and Complaint for Unit 29R.) The Summons as to Unit 29R has been filed in Somerville District Court (2410SU000140 The Chudigian Irrevocable Trust v. Sledge, Raymond et. al.) (Exhibit I).

### **Unit # 29R**

On May 18, 2024, the owner informed the Sledge household that they would need to vacate within 30 days and encouraged them to seek RAFT funding to assist with the first month's rent, last month's rent and a security deposit for a new apartment. The owner, the prospective buyer, and a team of architects and developers visited the apartment several days later to walk through the unit and take pictures of the apartment.

The Sledge household did not vacate the unit within 30 days and were served with a Notice to Quit for non-payment of rent on July 12, 2024 (Exhibit J-NTQ for Unit 29R). While this non-payment matter was quickly resolved following a \$4,000 payment, the household did not otherwise hear from the owner until August 1, 2024. On that date, the owner called Ms. Sledge and informed her he would be visiting her apartment with documents for the Somerville Condominium Review Board and an affidavit for signature waiving rights under the City Condominium Conversion Ordinance. Ms. Sledge responded that the household would not sign any paperwork without an attorney reviewing it first, to which the owner responded, "I'm not playing games with you, you have one week to sign, or you will not get any relocation money." The Sledge household did not receive the affidavit, but did receive the Condominium Review Board Tenant Notification Form (Exhibit C) on August 3, which they completed and returned on August 9.

The owner then served the Sledge household with a no-fault Notice to Quit on August 29, 2024 (Exhibit F-NTQ for Unit 29R), followed by a summary process Summons and Complaint on October 9, 2024 (Exhibit H-Summons and Complaint for 29R). On October 16, 2024, the Summons as to Unit 29R was filed in Somerville District Court (2410SU000140 The Chudigian Irrevocable Trust v. Sledge, Raymond et. al.) (Exhibit I).

Lorin Sledge qualifies as a disabled individual, who receives monthly SSDI (Social Security Disability) payments, and the household qualifies as low/moderate income earning under \$50,000 per year for a household of four.<sup>1</sup>

### **Unit #1**

Initially, the owner told the tenants of Unit 1, Mr. Dorant and Ms. Keys, that they had to leave by July 1, (Exhibit A), but he later informed them that after speaking to a lawyer, they would have more time to comply with the Ordinance. In the meantime, after being told that they would need to vacate by July 1, Mr. Dorant and Ms. Keys rented a new apartment. Once they learned that they did not have to leave right away, they continued to maintain their tenancy at 29 Everett

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<sup>1</sup> The tenants are separately submitting documentation of their income/disability to maintain privacy.

while they considered their options. At one point, they attempted to negotiate a buyout payment agreement in exchange for signing the affidavit and waiving the opportunity to purchase, but the landlord never responded to their attempt and shortly thereafter served the no-fault Notice to Quit.

On September 27, 2024, they notified the owner through counsel that they intended to vacate effective October 15, 2024. They further asserted their right not to be evicted under the ordinance, and their right to relocation assistance upon vacating. (Exhibit K.) Despite that notice, the owner served them with an eviction summons and complaint (Exhibit G). On October 15, the tenants confirmed through counsel that they had vacated. On October 18, the key to the unit was delivered to the owner's counsel (Exhibit L-Receipt of Key.)

Mr. Dorant and Ms. Keys have requested through counsel the relocation assistance payment to which they are entitled under the ordinance. 7-64(e). They have informed the owner that they qualify as low/moderate income and are therefore entitled to \$12,222.70.<sup>2</sup> The owner, through counsel, has stated that they disagree that Mr. Dorant and Ms. Keys are entitled to the relocation payment because the landlord never filed an application to convert before the board.

## **Conclusion**

Under the Ordinance definition of “intent to convert”, factors were met as of May of 2024, including (E) communication expressly indicating intent to convert; and (F) inspection to facilitate sale of the units as condominiums. Further, in August, as a continuation of that intent, the owner served the tenants with the Tenant Notification Form and with an affidavit that would waive their rights under the Ordinance. Although it is our understanding that an application to convert has not been filed with the board, the rights of the tenants vested at the time of intent to convert, in May 2024. 7-64(j). Moreover, the rights—other than the right to purchase—remain even if the owner subsequently rescinds intent. 7-64(k).

Therefore, the owner is in violation of the ordinance by serving notices to quit and summonses and complaints and by refusing to offer relocation assistance to Mr. Dorant and Ms. Keys. 7-64(c), (e).

We seek affirmation from the Board that the tenants' rights under the Ordinance have vested. We are requesting that the Board exercise its enforcement powers to the fullest extent possible, and are seeking a finding and/or order that:

1. The owner must dismiss the eviction proceeding against Unit 29R and may not proceed on any eviction proceeding against Unit 1, except as may be allowed under the ordinance.
2. The tenants of Unit 29R are entitled to a five-year notice period as a low/moderate income tenant household.
3. The former tenants of Unit 1 are entitled to a relocation payment of \$12,222.70, effective immediately, as a low/moderate income tenant household who has vacated more than ten days ago.

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<sup>2</sup> The tenants are separately submitting documentation of their income to maintain privacy.



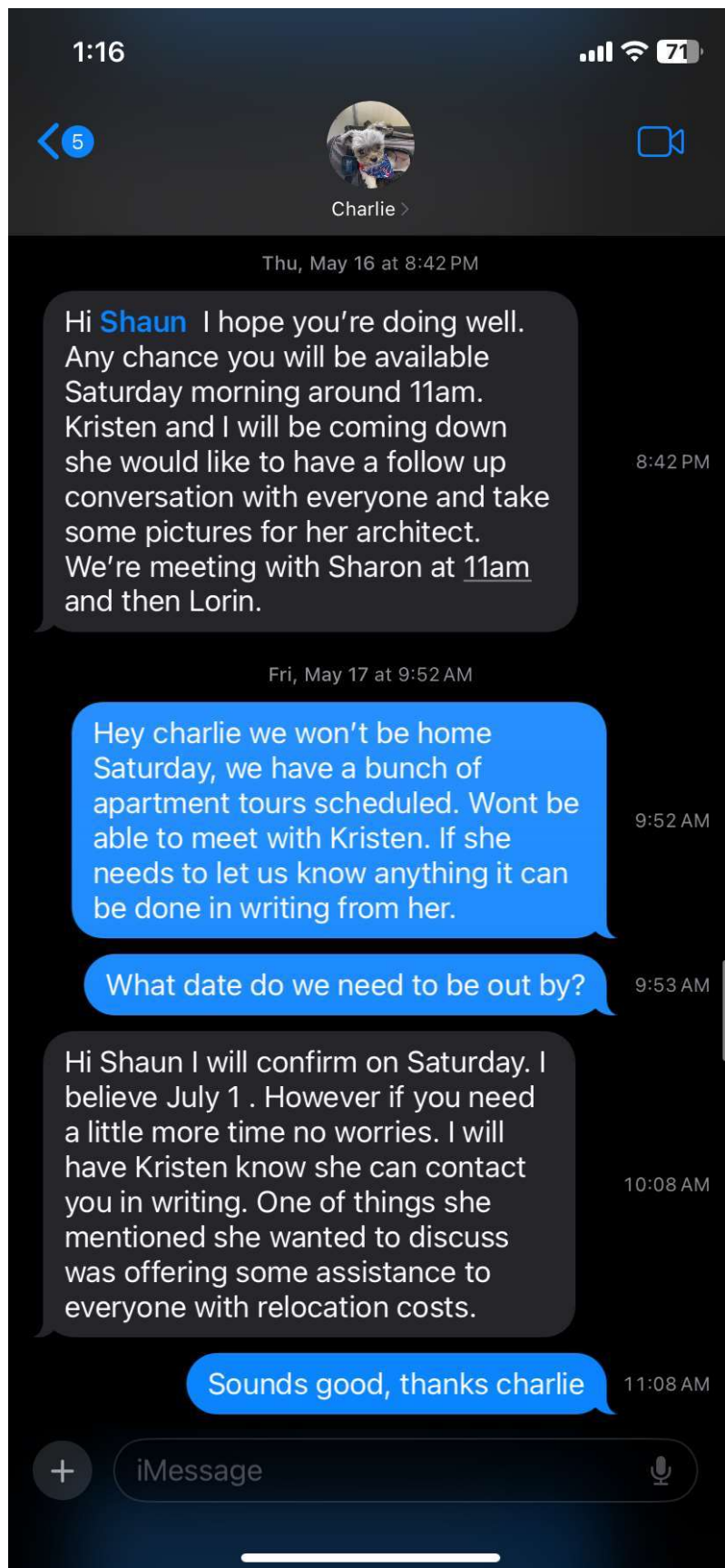
We will be happy to answer any questions you have at the meeting. Thank you for your consideration.

Sincerely yours,

*/s/Courtney Libon*  
Courtney Libon  
(617) 603-2711  
[clibon@gbis.org](mailto:clibon@gbis.org)

*/s/Daniel Jacobson*  
Daniel Jacobson  
(617) 603-2718  
[djacobson@gbis.org](mailto:djacobson@gbis.org)

Enc.



1:16



Charlie >



Sun, May 19 at 9:41 AM

Hey charlie do you know what Kristen is offering for relocation cost help? Was that mentioned yesterday?

9:41 AM

Hi Shaun I'm not sure of the exact amount. I believe it will be fair. She just mentioned that she will be. I will be in contact with her and will let you know. I believe the notices will be delivered beginning of the week. It's just part of the process. We want to work with everyone. Like I mentioned if you need a little more time no worries.

10:27 AM

Thanks charlie, and I will keep you posted if we'll need more time. I appreciate the flexibility, but we will be applying to places today so will let you know dates for sure as we find out more.

10:30 AM

Wed, May 22 at 8:23 AM

Hi Shaun  
Riccardo is sending out notice today...  
Also are you around tomorrow afternoon Kristen and her architect need to do a walk through.

8:23 AM



iMessage



11:51

56



Charlie >



Wed, Jul 3 at 9:23 AM

Hey Charlie, just wanted to let you know that regarding the potential relocation assistance - we'd be considered "low-income" for this past year under Somerville's numbers. I was unemployed for a stretch. Just wanted to give a heads up.

Wed, Jul 10 at 11:53 AM

Hey Shaun just checking on July rent?

It's in the mail, Annie sent it out a while back. 5 days or so. Should've gotten there by now.

Sorry about that

Let me know if it doesn't come within the next few days

Okay

Wed, Jul 10 at 1:30 PM

It came today probably with July 4 everything got delayed.

Wed, Jul 31 at 7:44 PM

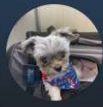
Hi Shaun give me a call when you



iMessage



11:51



Charlie >



Wed, Jul 10 at 1:30 PM

It came today probably with July 4 everything got delayed.

Wed, Jul 31 at 7:44 PM

Hi Shaun give me a call when you have a chance.

Fri, Aug 2 at 5:53 PM

Hey charlie, we tested positive for COVID. Do you need to physically hand the forms to me or is it something you can drop into the mail slot for us? Don't want to get anyone sick if I don't have to

Mon, Aug 12 at 9:35 AM

Hi Shaun  
I hope you're feeling better.  
I did not get the rent for August. Just wondering when it was mailed.  
Also wondering about the forms for the Somerville Condo board and the affidavit. Please update me.

Thank you.

Mon, Aug 12 at 10:39 AM

Hi Charlie,



iMessage



11:51

55



Charlie >



Mon, Aug 12 at 10:39 AM

Hi Charlie,

The rent for august is in the mail, and working on getting the forms done. Been busy, what date do you need them by and who do I give them to?



Hi Shaun I need the completed forms by August 20. If you can please bring them to my house 🏠 and give them to me. Thank you.

Mon, Aug 12 at 12:58 PM

Hey charlie, noticed that the tenant notification form has outdated numbers for the income limits and also for the relocation assistance. 2024 numbers are different than you provided. We will need an updated form and more time in order to do this correctly within our rights. Let me know when you can get us a new form to sign.

Hey Shaun please call me

[smdorant@gmail.com](mailto:smdorant@gmail.com)



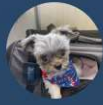
iMessage





9:22

LTE 98



Charlie >



Hi Shaun I need the completed forms by August 20. If you can please bring them to my house 🏠 and give them to me. Thank you.

Mon, Aug 12 at 12:58 PM

Hey charlie, noticed that the tenant notification form has outdated numbers for the income limits and also for the relocation assistance. 2024 numbers are different than you provided. We will need an updated form and more time in order to do this correctly within our rights. Let me know when you can get us a new form to sign.

Hey Shaun please call me

[smdorant@gmail.com](mailto:smdorant@gmail.com)

Mon, Aug 12 at 2:43 PM

Also, in order for us to receive the relocation assistance, do we need all furniture out? Or can we leave some stuff that we don't need/want anymore and not have the payment affected?



iMessage



9:23

LTE 98



Charlie >



numbers for the income limits and also for the relocation assistance. 2024 numbers are different than you provided. We will need an updated form and more time in order to do this correctly within our rights. Let me know when you can get us a new form to sign.

Hey Shaun please call me

[smdorant@gmail.com](mailto:smdorant@gmail.com)

Mon, Aug 12 at 2:43 PM

Also, in order for us to receive the relocation assistance, do we need all furniture out? Or can we leave some stuff that we don't need/want anymore and not have the payment affected?

The payment would not be effected by furniture. Maybe goodwill would want it.



I have the updated rates.

Sounds good, email is [smdorant@gmail.com](mailto:smdorant@gmail.com). Thanks charlie

Delivered



iMessage







10:34

5G 58



Maybe: Charles Chudigian >

Fri, May 10 at 1:39 PM

Hi Lorin let me know when you available for a phone call.

Hey Charlie, I'm available now



Thu, May 16 at 8:43 AM

Hi Lorin please let me know how many are living in your house.

4

Thu, May 16 at 8:15 PM

Hi Lorin I hope you're doing well. Any chance you will be available Saturday morning around 11am. Kristen and I will be coming down she would like to have a follow up conversation with everyone and take some pictures for her architect. We're meeting with Sharon at 11am.



iMessage



10:34

5G 58



Maybe: Charles Chudigian >

pictures for her architect. We're  
meeting with Sharon at 11am.

Yes, I'll be here

Sat, May 18 at 11:58 AM

We are coming now

Wed, May 22 at 8:23 AM



Hi **Lorin**

Riccardo is sending out notice  
today...

Also are you around tomorrow  
afternoon Kristen and her  
architect need to do a walk  
through.

What time tomorrow please?

Wed, May 22 at 11:22 AM

Sorry Charlie, it will depend  
what time tomorrow afternoon  
and how long they plan to be  
here. I have appointments  
tomorrow that can't be



iMessage



10:35

5G 58



Maybe: Charles Chudigian >

Wed, May 22 at 11:22 AM

Sorry Charlie, it will depend what time tomorrow afternoon and how long they plan to be here. I have appointments tomorrow that can't be rescheduled. Could you please let me know when you can, so I can see.

Okay waiting to hear back from Kristen what time would work best for you.

I have scattered appointment times, so it would just depend on her

Would Friday afternoon be better

Yes, please

Friday 1pm

TY

Fri Jun 7 at 10:45 AM



iMessage



10:35

5G 58



Maybe: Charles Chudigian >

Hi Lorin  
I hope you're doing well.  
Please text me the full names of  
everyone living in your house



Thank you

Lorin Sledge  
Raymond Sledge  
Raymond Sledge, Jr  
Jade Sledge

Fri, Jul 12 at 7:38 PM

Hi Charlie,  
I am away babysitting my  
grandson in Pennsylvania. My  
daughter informed me that we  
were served a notice to quit for  
non-payment of rent.  
I must say I was a bit surprised  
and overwhelmed by this, as our  
last contact was on May 18th  
when you and Kristen were  
sitting at my dining room table  
discussing you selling the  
property to her and you said to



iMessage



10:35

5G 58



Maybe: Charles Chudigian >

Hi Charlie,  
I am away babysitting my grandson in Pennsylvania. My daughter informed me that we were served a notice to quit for non-payment of rent. I must say I was a bit surprised and overwhelmed by this, as our last contact was on May 18th when you and Kristen were sitting at my dining room table discussing you selling the property to her and you said to me "Don't worry about the overdue rent. You can have RAFT cancel your application because they can help with first last and security " Never heard anything else about you not selling it and have been anxiously awaiting the notice you informed all of the tenants would be coming about the sale. If I knew this is what was going to happen I undoubtedly would not have cancelled the RAFT application like you advised. I will be home from Pennsylvania on Thursday of next week and



iMessage





10:35

5G 58



Maybe: Charles Chudigian >

security

Never heard anything else about you not selling it and have been anxiously awaiting the notice you informed all of the tenants would be coming about the sale. If I knew this is what was going to happen I undoubtedly would not have cancelled the RAFT application like you advised. I will be home from Pennsylvania on Thursday of next week and will drop a cashiers check off at your house.

This falls well within the 14 days

Mon, Jul 15 at 1:00 PM

Hi Lorin

I hope you're having a wonderful time babysitting Your grandson.

I am around this afternoon till 5pm tomorrow all day tomorrow until 5pm.

Call me at your convenience.



iMessage



10:35

5G 58



Maybe: Charles Chudigian >

Thu, Jul 18 at 2:06 PM

Just dropped it in your mailbox

Sat, Aug 3 at 8:39 AM

Good morning. Are you coming here today or tomorrow? Just trying to plan my day. Thank You

Hi Lorin I hope you're doing well. You mentioned your grandchildren are coming and I don't want to interrupt your plans. Enjoy your weekend. The law office will send out the documents next week.

Perfect. Thank You

Mon, Aug 12 at 9:31 AM

Hi Lorin I hope you're doing well. Thank you for the rent payment. I saw your letter. Please let me know when you have returned the completed forms to the Somerville condo board.



iMessage



10:35

5G 58



Maybe: Charles Chudigian >

Perfect. Thank You

Mon, Aug 12 at 9:31 AM

Hi Lorin I hope you're doing well.  
Thank you for the rent payment.  
I saw your letter.  
Please let me know when you  
have returned the completed  
forms to the Somerville condo  
board.  
I would like them received by  
the Somerville Condo board by  
August 23.  
Thank you.

Mon, Aug 12 at 10:41 AM

Hi Charlie, I dropped them off  
on Friday 8/9/2024.

Delivered

Thu, Aug 29 at 3:18 PM

Hi Lorin please give me a call  
when you have a chance. I have  
an update.



iMessage





## Exhibit C

TO BE PROVIDED TO AND COMPLETED BY TENANTS

### IMPORTANT INFORMATION FOR TENANTS

This packet is to be filled out by all tenants over the age of 18. For assistance filling out the documents in this packet (pages 13-18), additional copies, or if you have any questions about any of the information found within this packet, please contact Board Staff at **617-625-6600, x.2575** or by e-mail at [condoboard@somervillema.gov](mailto:condoboard@somervillema.gov). You can also contact the Office of Housing Stability at **617-625-6600, x.2581**.

You can also come to the **City Hall Annex -50 Evergreen Ave, Somerville, MA 02145**-to speak with Condo Board Staff on the second floor or the Office of Housing Stability on the first floor about any questions or concerns.

Please complete this packet (pages 13-18) and either return it to your property owner or send it/drop it off to the City Hall Annex (50 Evergreen Ave), attention to Condo Board Staff.

Below are the definitions of disabled, elderly and low-moderate income:

**Disabled tenant:-** a tenant who has a physical or mental impairment as of the date the notice was provided or should have been provided, which (1) substantially limits such person's ability to care for themselves, perform manual tasks, walk, see, hear, speak, breathe, learn or work; or (2) significantly limits the housing appropriate for such person or significantly limits such person's ability to seek new housing; or (3) meet the disability related provisions contained within the definition of "handicapped persons of low income" in G.L. c. 121B § 1.

**Elderly tenant-** A tenant who is **65** years or over as of the date the notice was or should have been given.

**Low-/Moderate Income tenant:** If the combined income of your household for the past 12 months was below the income limit value that corresponds to your household size in the table below, your household is low-/moderate-income:

HUD Boston PMSA Income Limits – 2023								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$82,950	\$94,800	\$106,650	\$118,450	\$127,950	\$137,450	\$146,900	\$156,400

**CONDOMINIUM REVIEW BOARD  
TENANT NOTIFICATION FORM  
(Submit for each individual tenant)**

Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

This letter is to notify you that your landlord, \_\_\_\_\_, intends to convert your unit and possibly other units in your building to either condominium or cooperative units. You have rights under the Somerville Condominium Conversion Ordinance, including the right to this Notice. Your rights are explained below.

- **Right to Proper Notice**

This Notice must be given to you by one of the following methods: delivered in person in the presence of a witness or with the tenant's acknowledgement of receipt, sent by certified or registered mail, return receipt requested, or served by a deputy sheriff or constable.

- **Right to Continued Occupancy (Notice Period)**

You have the right to stay as a tenant in your rental unit for one year from the date you received this Notice. If you are elderly, disabled or low-/moderate-income, you have the right to remain as a tenant in your rental unit for five years from the date you received this Notice. You are entitled to this notice period whether your rental agreement is a lease or a month-to-month tenancy at-will. If you are elderly, disabled or low-/moderate-income, please inform your property owner. If your owner contests that you are elderly, disabled or low-/moderate income you may need to provide them with verification of your status.

- **Right to Extend Terms of Rental Agreement**

If the one-year or five-year Notice period referred to above is longer than the term of your tenancy in your rental agreement, then the Landlord **must** extend the term of your tenancy to coincide with the expiration of the Notice period.

- **Right to Purchase**

You have the right to purchase your rental unit *before* it goes on the market in 'as is' condition at a fair price. Interested tenants should notify their landlords in writing of their interest in purchasing. Owners have 120/180 days to make an offer to tenants and tenants have 120/180 days from receiving offer to decide if they will pursue the opportunity.

- **Right to Terminate Tenancy**

You have the right to terminate your rental agreement without penalty so long as you give written notice to the Owner at least thirty (30) days before you leave. Your property owner cannot terminate your tenancy during the notice period except in the event of non-payment of rent or other substantial violation of your rental agreement.

- **Renovation During the Notice Period**

Tenants are entitled to freedom from unreasonable disruption as a result of rehabilitation, repairs or improvements. The owner may only make repairs in your unit if such repairs are **required** by the State Sanitary or Building Codes. Other renovations or improvements to your unit may only be undertaken with your **express written consent**. Owners may renovate common areas or vacant units, but they *must* comply with Condominium Conversion Ordinance rules regarding how and when such renovations can be performed. Please contact Board Staff at 617-625-6600 x. 2575 for more information or with any questions or concerns.

- **Right to Housing Search Assistance**

A tenant who is elderly, disabled or low-/moderate-income is entitled to help from the property owner in finding a comparable apartment in Somerville unless they are exempt from this housing search requirement. An owner is exempt from this housing search requirement if (1) they have been renting their unit to you at or below the Somerville Housing Authority Section 8 payment standards; **and** (2) they have limited rent increases to less than 5% annually for the past three years. If your owner is required to provide you with housing search assistance and fails to do so, you will be entitled to an additional two years of protections.

- **Right to Relocation Benefits**

If you do not purchase your rental unit or another rental unit in the building, and you choose to vacate the unit within the Notice period, you have the right to a relocation payment. As of February 1, 2023 the amount is **\$7092.47** /unit if you are NOT elderly, disabled, or low-/moderate-income, or of **\$11,820.79** /unit if you ARE elderly, disabled or low-/moderate-income. Relocation payments must be paid within ten days after you vacate your unit. However, if you need these funds in advance in order to relocate, the owner must make payments directly to your moving company, realtor, storage facility or new landlord before you move upon your request and once you provide them with verification of your new apartment. Relocation fees are updated every February based on the Consumer Price Index (CPI).

- **Right to Hearing Notice**

Any tenant who has received this notice is also entitled to receive notice of **any and all** hearings that are scheduled by the Condominium Review Board where your unit is on the agenda. This notice will include the date, time and location of the hearing. Tenants are not required to attend this hearing, but are welcome to and may provide the Review Board with any information regarding the application that you feel is

TO BE PROVIDED TO AND COMPLETED BY TENANTS

relevant. If you plan to attend this hearing and need an interpreter please contact Board Staff at 617-625-6600 Ext. 2575 as soon as possible.

- **Right to Request a Hearing**

If at any point any party (tenant or owner) feels the other is not complying with the requirements of the Condominium Conversion Ordinance, they may request the Board schedule a compliance hearing to review the matter. Whichever party requests the hearing must attend, and the other party may attend. Both parties will be notified of such hearings. Once a hearing is scheduled, you will be notified of the location, time and date of the hearing by the Condominium Review Board. Please contact Board Staff at 617-625-6600 x. 2575 with any questions on scheduling a compliance hearing or to request an interpreter.

The Condominium Conversion Ordinance can be found on the City of Somerville website at: <https://www.somervillema.gov/departments/condominium-review-board>. A copy may also be provided upon request.

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If you have any questions or concerns, please call Board Staff at 617-625-6600 x. 2575 or email at [condoboard@somervillema.gov](mailto:condoboard@somervillema.gov).

Tenant Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_



TO BE PROVIDED TO AND COMPLETED BY TENANTS

**CITY OF SOMERVILLE  
SOMERVILLE CONDOMINIUM REVIEW BOARD  
TENANT INFORMATION REQUEST FORM  
(Submit for each individual tenant or household)**

Address and Unit #:

\_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Contact Information (phone number and email address):

\_\_\_\_\_

1. Are you or another family member of your household age sixty-five (65) or older?

\_\_\_\_\_

2. Are you or another family member of your household disabled (as defined on page 12)?

\_\_\_\_\_

3. Approximately when did you move into this building? (Month and Year)

\_\_\_\_\_

4. When and how did you receive notice of the application for conversion to condominiums?

\_\_\_\_\_

\_\_\_\_\_

5. Before receiving notice of the application for conversion to condominium units, had you already given your property owner notice that you were going to move? \_\_\_\_\_ (yes or no)

If yes, when? \_\_\_\_\_

TO BE PROVIDED TO AND COMPLETED BY TENANTS

6. If your building was converted to condominium units, would you consider purchasing your unit?

\_\_\_\_\_

7. Has the present owner of your building offered you compensation in exchange for your agreement to vacate your unit? If so, what compensation was offered and when were you asked to leave your unit?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Special provisions (such as notice requirements) apply to tenants who qualify as low or moderate income tenants (view table below), are elderly (65+) or disabled (defined on page 12). Was the combined income of your household for the past 12 months below the income limit that corresponds to your household size in the table below?

\_\_\_\_\_

HUD Boston PMSA Income Limits – 2023								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$82,950	\$94,800	\$106,650	\$118,450	\$127,950	\$137,450	\$146,900	\$156,400

9. Are there any reasons you believe a condominium conversion should not be allowed? If so, please state those reasons in detail below (Use additional pages as necessary):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TO BE PROVIDED TO AND COMPLETED BY TENANTS

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Signed under the pains and penalties of perjury.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RECEIPT OF TENANT NOTICE AND INFORMATION PACKET  
29-29R EVERETT AVENUE CONDOMINIUM  
29-29R EVERETT AVENUE, SOMERVILLE, MA

I, \_\_\_\_\_ of Unit \_\_\_\_\_, 29 Everett Avenue, Somerville,  
Massachusetts, on \_\_\_\_\_ 2024, acknowledge receipt of the Tenant Notice and  
Information Packet, which consists of pages 12-18 of the City of Somerville Condominium  
Conversion Application.

\_\_\_\_\_



Exhibit D

TENANT AFFIDAVIT  
29-29R EVERETT AVENUE CONDOMINIUM  
29-29R EVERETT AVENUE, SOMERVILLE, MA

I, \_\_\_\_\_, of Unit \_\_\_\_, 29 Everett Avenue,  
Somerville, Massachusetts, state:

1. I am a tenant at Unit \_\_\_\_, 29 Everett Avenue, Somerville, Massachusetts;
2. I acknowledge that on or about \_\_\_\_\_, I received notice from my landlord, Charles P. Chudigian, Trustee of The Chudigian Irrevocable Trust, of his intent to convert my unit into a condominium, along with notice of my rights as a tenant.
3. I acknowledge my right to a one year notice period or five-year notice period if elderly, handicapped, or low-moderate income, which would allow me to remain in Unit \_\_\_\_, 29 Everett Avenue, for the duration of the notice period regardless of the terms of my lease.
4. I hereby waive said right to a one-year notice period or five-year notice period if elderly, handicapped, or low-moderate income, it being my intentions to vacate on or before \_\_\_\_\_.
5. I acknowledge a right of first refusal to purchase Unit \_\_\_\_, 29 Everett Avenue, after it has been converted into a condominium.
6. I hereby waive said right to purchase Unit \_\_\_\_, 29 Everett Avenue, it being my intention to vacate on or before \_\_\_\_\_.
7. I acknowledge that I have been advised of my right to attend a hearing on this matter before the Condominium Review Board, scheduled for 6:30 p.m. Monday, September 23, 2024.

~Signature Page to Follow ~

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss \_\_\_\_\_

On this day, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*(Official Seal)*



**LAW OFFICES of  
RICHARD G. DI GIROLAMO**

**Attorney at Law  
424 Broadway  
Somerville, MA 02145**

**Tel: (617) 666-8200  
Fax (617) 776-5435**

**Richard G. Di Girolamo  
Anne M. Vigorito, Of Counsel**

**Breanna Rolland, Of Counsel  
Kendall Curro, Paralegal**

**VIA CONSTABLE**

August 29, 2024

Shawn Dorant & AnnMarie Keyes  
and all other occupants  
29 Everett Avenue, Unit 1  
Somerville, MA 02145

Dear Shawn Dorant and AnnMarie Keyes and all other occupants:

**NOTICE TO QUIT AT EXPIRATION OF NEXT RENTAL PERIOD**

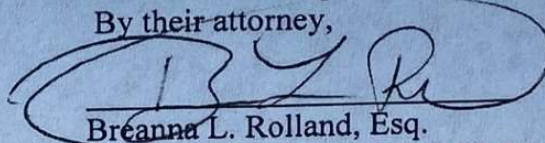
It being my intention to terminate your tenancy, you are hereby notified to quit and deliver up, at the end of the term of your tenancy next beginning after your receipt of this notice, the accommodations now held by you as my tenant, namely:

"The premises located at 29 Everett Avenue, Unit 1, Somerville, County of Middlesex, Commonwealth of Massachusetts, 02145, consisting of 1(1) bedroom, one (1) bathroom, one (1) kitchen, one (1) living room, and one (1) dinning room."

Kindly see that the said premises are vacated at the expiration of the term of the next rental period, with service of this NOTICE without trouble or damage, to quit on or before October 1, 2024, or I shall take due course of law to eject you from the same.

In the event that the Landlord shall commence Summary Process proceedings, you are herewith notified to produce this notice in the Somerville District Court, on the date and at the time of the Trial.

The Chudigian Irrevocable Trust  
Charles P. Chudigian, Trustee  
By their attorney,



Breanna L. Rolland, Esq.  
Law Offices of Richard G. Di Girolamo  
424 Broadway  
Somerville, MA 02145

**LAW OFFICES of  
RICHARD G. DI GIROLAMO**

Attorney at Law  
424 Broadway  
Somerville, MA 02145  
~~~~~

Tel: (617) 666-8200  
Fax: (617) 776-5435

Richard G. Di Girolamo  
Anne M. Vigorito, Of Counsel

Breanna Rolland, Of Counsel  
Kendall Curro, Paralegal

VIA CONSTABLE

August 29, 2024

Lorin Sledge, Raymond Sledge  
Raymond Sledge Jr., Jade Sledge  
and all other occupants  
29R Everett Avenue  
Somerville, MA 02145

Dear Mrs. Lorin Sledge, Mr. Raymond Sledge, Mr. Raymond Sledge Jr., Ms. Jade Sledge and  
all other occupants:

NOTICE TO QUIT AT EXPIRATION OF NEXT RENTAL PERIOD

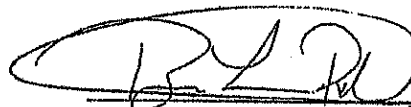
It being my intention to terminate your tenancy, you are hereby notified to quit and deliver up, at  
the end of the term of your tenancy next beginning after your receipt of this notice, the  
accommodations now held by you as my tenant, namely:

"The detached house consisting of four (4) bedrooms, one (1) kitchen, one (1) living room,  
one (1) dining room and one (1) bathroom, located at 29R Everett Avenue, in the City of  
Somerville, County of Middlesex, Massachusetts.

Kindly see that the said premises are vacated at the expiration of the term of the next rental  
period, with service of this NOTICE without trouble or damage, to quit on or before October 1,  
2024, or I shall take due course of law to eject you from the same.

In the event that the Landlord shall commence Summary Process proceedings, you are herewith  
notified to produce this notice in the Somerville District Court, on the date and at the time  
of the Trial.

The Chudigian Irrevocable Trust  
Charles P. Chudigian, Trustee  
By their attorney,



Breanna L. Rolland, Esq.  
Law Offices of Richard G. Di Girolamo  
424 Broadway  
Somerville, MA 02145



**District Court Department**

Division: Somerville District Court

Address: 175 Fellsway, Somerville, MA 02145

Telephone Number: 617-629-3768

Hours of Operations: 8:30am - 4:30pm

Exhibit G

For Court Use Only:

Docket No: \_\_\_\_\_

Commonwealth of Massachusetts  
**SUMMARY PROCESS (EVICTION) SUMMONS AND COMPLAINT**

**IMPORTANT NOTICE OF A COURT CASE TO EVICT YOU - PLEASE READ IT CAREFULLY**

**IMPORTANTE: ESTÁ ES UNA NOTIFICACION DE UN CASO EN CORTE RESPECTO A  
PROCEDIMIENTOS DE DESALOJO - POR FAVOR DE LEER CON CUIDADO**

TO: DEFENDANT(S)/TENANT(S)/OCCUPANT(S): Shawn Dorant & AnnMarie Keyes & All Other Occupants

ADDRESS: 29 Everett Avenue Unit 1

CITY/TOWN: Somerville

ZIP: 02145

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

THE COURT WILL SEND YOU A NOTICE OF THE DATE, TIME, AND MANNER OF YOUR COURT EVENT.

You are hereby summonsed to appear at a hearing before a Judge of the Court to defend against the complaint of:

PLAINTIFF/LANDLORD/LESSOR/OWNER:

The Chudigian Irrevocable Trust Charles P. Chudigian Trustee C/o Law Offices of Richard  
of STREET: Law Offices of Richard G. Di Girolamo CITY/TOWN: Somerville ZIP: 02145  
424 Broadway

that you occupy the premises at 29 Everett Avenue, Unit 1, Somerville, MA 02145

being within the judicial district of this Court, unlawfully and against the right of said Plaintiff/Landlord/Owner

because: Failure to vacate of service of a Notice to Quit at Expiration of Next Rental Period  
on August 29, 2024.

and further, that \$ 600.00 rent is owed according to the following account:

ACCOUNT ANNEXED (itemize)

October 2024 Use & Occupancy \$600.00

Breanna Rolland, Esq.

Printed Name of Plaintiff or Attorney

Breanna Rolland, Esq.

Signature of Plaintiff or Attorney

Law Offices of Richard G.

Di Girolamo 424 Broadway, Somerville

Address of Plaintiff or Attorney MA 02145

**NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT**

If you do not file and serve an answer, or if you do not defend at the time of the trial, Judgment may be entered against you for possession and the rent as requested in the complaint. Please see the Notice to Defendant section on the back side of this page.

digiolamolegal@verizon.net

Email of Plaintiff or Attorney

(617) 666-8200

Telephone Number

694185

BBO#

**FOR INFORMATION ABOUT EMERGENCY RENTAL AND MORTGAGE ASSISTANCE:**

Please visit: www.mass.gov/CovidHousingHelp or call 211 for assistance.

To the Sheriff of our several counties, or their Deputies, or any constable of any City or Town within said Commonwealth, Greetings: We command you to summon the within named defendant(s)/tenant(s)/occupant(s) to appear as herein ordered.

WITNESS:

/s/ William Fitzpatrick

First Justice

/s/ Katherine Barkowski, Esq.

Clerk Magistrate

Service by: 10/14/24

Entry Date by: 10/21/24

Trial Date: To Be Determined by the Court



BOB SWEENEY  
CONSTABLE SERVICES

**District Court Department**

Division: Somerville District Court

Address: 175 Fellsway, Somerville, MA 02145

Telephone Number: 617-629-3768

Hours of Operations: 8:30am - 4:30pm

For Court Use Only:  
Docket No: \_\_\_\_\_

Commonwealth of Massachusetts  
**SUMMARY PROCESS (EVICTION) SUMMONS AND COMPLAINT**

**IMPORTANT: NOTICE OF A COURT CASE TO EVICT YOU - PLEASE READ IT CAREFULLY**

**IMPORTANTE: ESTA ES UNA NOTIFICACION DE UN CASO EN CORTE RESPECTO A  
PROCEDIMIENTOS DE DESALOJO - POR FAVOR DE LEER CON CUIDADO**

TO: DEFENDANT(S)/TENANT(S)/OCCUPANT(S): Lorin Sledge, Raymond Sledge, Raymond Sledge, Jr.  
ADDRESS: 29R Everett Avenue CITY/TOWN: Somerville ZIP: 02145  
EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

THE COURT WILL SEND YOU A NOTICE OF THE DATE, TIME, AND MANNER OF YOUR COURT EVENT.

You are hereby summonsed to appear at a hearing before a Judge of the Court to defend against the complaint of:  
PLAINTIFF/LANDLORD/LESSOR/OWNER:

The Chudigian Irrevocable Trust Charles P. Chudigian, Trustee  
of STREET: C/o Law Offices of Richard G. DiGirolamo CITY/TOWN: Somerville ZIP: 02145  
424 Broadway

that you occupy the premises at 29R Everett Avenue, Somerville, MA 02145

being within the judicial district of this Court, unlawfully and against the right of said Plaintiff/Landlord/Owner  
because: Failure to vacate after service of a Notice to Quit at Expiration of Next Rental Period  
on August 29, 2024.

and further, that \$ 1,000.00 rent is owed according to the following account:

ACCOUNT ANNEXED (itemize)

Use & Occupancy for October 2024 \$1000.00

Breanna Rolland, Esq.  
Printed Name of Plaintiff or Attorney

[Signature]  
Signature of Plaintiff or Attorney

Law Offices of Richard G. Di Girolamo  
424 Broadway, Somerville, MA 02145

Address of Plaintiff or Attorney

**NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT**

If you do not file and serve an answer, or if you do not defend at the time of the trial, Judgment may be entered against you for possession and the rent as requested in the complaint. Please see the Notice to Defendant section on the back side of this page.

digirolamolegal@verizon.net  
Email of Plaintiff or Attorney

(617) 666-8200  
Telephone Number

694185  
BBO#

**FOR INFORMATION ABOUT EMERGENCY RENTAL AND MORTGAGE ASSISTANCE:**

Please visit: [www.mass.gov/CovidHousingHelp](http://www.mass.gov/CovidHousingHelp) or call 211 for assistance.

To the Sheriff of our several counties, or their Deputies, or any constable of any City or Town within said Commonwealth, Greetings: We command you to summon the within named defendant(s)/tenant(s)/occupant(s) to appear as herein ordered.

WITNESS:

/s/ William M. Fitzpatrick  
First Justice

/s/ Katherine T. Barkowski  
Clerk Magistrate

Service by: 10/14/24  
Entry Date by: 10/21/24  
Trial Date: To Be Determined by the Court

2410SU000140 The Chudigian Irrevocable Trust v. Sledge, Raymond

- Case Type:
- Summary Process
- Case Status:
- Open
- File Date
- 10/16/2024
- DCM Track:
- 
- Initiating Action:
- Summary Process - Residential-Cause other than Non payment of rent.
- Status Date:
- 10/16/2024
- Case Judge:
- 
- Next Event:
- 

All Information

Party

Docket

Disposition

Party Information

The Chudigian Irrevocable Trust

- Plaintiff

Alias

Party Attorney

- Attorney
- Rolland, Esq., Breanna Lee
- Bar Code
- 694185
- Address
- Phone Number
-

More Party Information

Sledge, Raymond

- Defendant

Alias

Party Attorney

More Party Information

Sledge, Lorin

- Defendant

Alias

Party Attorney

More Party Information

Sledge, Jr., Raymond

- Defendant

Alias

Party Attorney

More Party Information

Sledge, Jade

- Defendant

Alias

Party Attorney

More Party Information

All Other Occupants

- Defendant

Alias

Party Attorney

More Party Information

| Docket Information          |                                         |                             |                              |
|-----------------------------|-----------------------------------------|-----------------------------|------------------------------|
| <a href="#">Docket Date</a> | <a href="#">Docket Text</a>             | <a href="#">Amount Owed</a> | <a href="#">Image Avail.</a> |
| 10/16/2024                  | E-filed Summary Process Complaint filed |                             |                              |
|                             |                                         |                             |                              |

| Case Disposition            |                      |                            |
|-----------------------------|----------------------|----------------------------|
| <a href="#">Disposition</a> | <a href="#">Date</a> | <a href="#">Case Judge</a> |
| Pending                     |                      |                            |
|                             |                      |                            |



LAW OFFICES of  
RICHARD G. DI GIROLAMO

Attorney at Law  
424 Broadway  
Somerville, MA 02145

Exhibit J

Richard G. Di Girolamo  
Anne M. Vigorito, Of Counsel

Tel: (617) 666-8200  
Fax (617) 776-5435

Breanna Rolland, Of Counsel  
Kendall Curro, Paralegal

VIA CONSTABLE

July 10, 2024

Lorin Sledge, Raymond Sledge  
Raymond Sledge Jr., Jade Sledge  
and all other occupants  
29R Everett Avenue  
Somerville, MA 02145

Dear Mrs. Lorin Sledge, Mr. Raymond Sledge, Mr. Raymond Sledge Jr., Ms. Jade Sledge and  
all other occupants:

NOTICE TO QUIT FOR NON PAYMENT OF RENT

Your rent being in arrears, you are hereby notified to quit and deliver up in fourteen days (14)  
days from receipt of this notice the premises now held by you as my tenant, namely:

"The detached house consisting of four (4) bedrooms, one (1) kitchen, one (1) living room,  
one (1) dining room and one (1) bathroom, located at 29R Everett Avenue, in the City of  
Somerville, County of Middlesex, Massachusetts.

This NOTICE will terminate your tenancy for non-payment of rent.

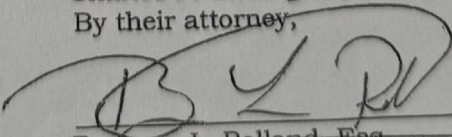
In the event that the Owner shall commence Summary Process proceedings, you are herewith  
notified to produce this Notice in the Somerville District Court, on the date and at the time of  
the Trial.

|                                  |            |
|----------------------------------|------------|
| February, 2024 Rent Balance Due: | \$1,000.00 |
| March, 2024 Rent Balance Due:    | \$1,000.00 |
| April, 2024 Rent Balance Due:    | \$1,000.00 |
| June, 2024 Rent Balance Due:     | \$1,000.00 |

|                         |            |
|-------------------------|------------|
| Total Rent Balance Due: | \$4,000.00 |
|-------------------------|------------|

HEREOF FAIL NOT, or I shall take due course of Law to eject you from the same.

The Chudigian Irrevocable Trust  
Charles P. Chudigian, Trustee  
By their attorney,

  
Breanna L. Rolland, Esq.  
Law Offices of Richard G. Di Girolamo  
424 Broadway  
Somerville, MA 02145

**Libon, Courtney**

---

**From:** Libon, Courtney  
**Sent:** Tuesday, September 24, 2024 8:54 AM  
**To:** 'attybrolland@gmail.com'  
**Subject:** 29 Everett Avenue

Good Morning,

I am writing on behalf of Shawn Dorant and Ann Marie Keyes of 29 Everett Avenue #1, Somerville. I understand that they have received a Notice to Quit on behalf of the owner on their building.

Mr. Dorant and Ms. Keyes' rights under the Somerville Condominium Conversion Ordinance have been triggered by your client's intent to sell the building to a buyer who intends to convert to condominium. Mr. Dorant and Ms. Keyes were told of this verbally by the owner and buyer on or about May 24, and received a notice of intent to convert and notice of their rights on or about August 3.

Under the ordinance, their rights vest at the time of intent to convert. 7-64(j). Even if the owner rescinds their intent, all rights remain in effect except for the right to purchase. 7-64(k).

Mr. Dorant and Ms. Keyes are proposing to vacate and return possession of the unit on or before October 15, 2024. As a low/moderate income household, they are entitled to relocation benefits in the amount of \$12,222.70. 7-64(e).

We ask that you confirm that your client will provide the above relocation benefits within ten days of Mr. Dorant and Ms. Keyes vacating. We also ask you to confirm that your client will not proceed with an eviction based on the Notice to Quit, which is both prohibited under the ordinance and unnecessary given their intent to vacate promptly. 7-64(c).

Please let me know if you need any additional information or would like to discuss this by phone. Thank you for your attention to this.

Best,

Courtney

Courtney Libon  
Senior Attorney  
Cambridge and Somerville Legal Services  
(an office of Greater Boston Legal Services)  
60 Gore Street, Suite 203  
Cambridge, MA 02141  
p: (617) 603-2711  
f: (617) 830-0866  
clibon@gbcls.org

**LAW OFFICES of  
RICHARD G. Di GIROLAMO**  
Attorneys at Law  
424 Broadway  
Somerville, MA 02145  
~~~~~


Richard G. Di Girolamo  
Anne M. Vigorito, Of Counsel

Tel: (617) 666-8200  
Fax (617) 776-5435

Breanna Rolland, Of Counsel

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The Law Offices of Richard G. Di Girolamo acknowledges receipt of one (1) key for 29 Everett Avenue, Unit 1, Somerville, Massachusetts 02145.

 10/18/2024  
Breanna Rolland

**LAW OFFICES of  
RICHARD G. Di GIROLAMO**

Attorneys at Law  
424 Broadway  
Somerville, MA 02145  
~~~~~

Richard G. Di Girolamo  
Anne M. Vigorito, Of Counsel

Tel: (617) 666-8200  
Fax (617) 776-5435

Breanna Rolland, Of Counsel  
Ricardo Ayala, Law Clerk

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November 7, 2024

Attn: Condominium Review Board  
City of Somerville  
50 Evergreen Avenue  
Somerville, MA 02145

**In Re:**           **Opposition**  
**Locus:**       **29-29R Everett Avenue, Somerville, Massachusetts 02145**  
**Owner:**      **Charles Chudigian, Trustee of The Chudigian Irrevocable Trust.**  
**Tenant(s):**   **Unit 1 29 Everett Avenue: Ann Marie Keyes, Shawn Dorant**  
                  **Unit 2 29 Everett Avenue: Sharon Jones**  
                  **29R Everett Avenue: Lorin Sledge, Raymond Sledge Sr., Raymond**  
                  **Sledge Jr., Jade Sledge**

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**I.       INTRODUCTION**

The meeting scheduled by this Condominium Review Board relates to an alleged violation of the Somerville Condominium Conversion Ordinance (“Ordinance”) in connection with the rental units located at 29-29R Everett Avenue, Somerville, Massachusetts 02145, hereinafter “the Property,” owned by Charles P. Chudigian, Trustee of The Chudigian Irrevocable Trust. The Tenants, of 29 Everett Avenue Unit 1, allege that their rights under the Ordinance were triggered in approximately May 2024, when the Buyer, Kristin Germano, was considering converting the rental property into condominiums. Neither the Property Owner nor the Buyer are proceeding with the

condominium conversion. No application was ever completed or filed with the City of Somerville Condominium Review Board. Nonetheless, the Tenants claim that the rights provided in the Ordinance vested despite the rescission of that intent approximately in early September 2024. Thus, this letter is to inform the Condominium Review Board of the Property Owner's opposition to this hearing.

## **II. STATEMENT OF FACTS**

1. Charles P. Chudigian, Trustee of The Chudigian Irrevocable Trust, is the owner of the property 29-29R Everett Avenue, Somerville, Massachusetts 02145, pursuant to Deed dated February 22<sup>nd</sup>, 2013, recorded with Middlesex South District Registry of Deeds in Book 61588, Page 594, attached herewith as Exhibit A.

2. On October 14, 2024, the Condominium Review Board issued a notice scheduling a meeting to discuss alleged compliance issues in-connection with the property located at 29-29R Everett Avenue. No application was completed or filed with the Condominium Review Board in connection with 29-29R Everett Avenue by our Client or any authorized representative.

3. The Tenants of the Property assert that an owner's intent to convert a property to a condominium triggers tenants' rights under the Somerville Condominium Conversion Ordinance, and that a later rescission of this intent does not affect the tenants' rights, except for the right to purchase.

4. There is no condominium conversion application before the Review Board to address any discussion of 29-29R Everett Avenue, Somerville, Massachusetts 02145.

### **III. ARGUMENT**

The Somerville Condominium Conversion Ordinance aims to protect tenants from displacement during the conversion of rental properties to condominiums. The Tenants argue that their rights under the Ordinance vested at the time the Owner informed them he intended to sell the building to a prospective buyer who contemplated converting the building to condominiums. However, the Buyer has decided to not pursue a Condominium Conversion Permit and no application was ever filed. In other words, in the absence of a condominium conversion, mere intent should not trigger tenants' rights under the Ordinance. To arbitrarily grant tenants rights based solely on a preliminary notice of intent to convert is an overreach and would have unintended consequences, such as deterring potential conversions, inviting extortion, and sparking unnecessary legal disputes. Granting these rights should only occur when the owner or applicant actively pursue a condominium conversion, ensuring a balance between tenant rights, owner interests, and the creation of new homeownership opportunities.

Section 7-63 of the Ordinance defines the intent to convert as “the intent to make the initial sale and transfer to title” of an apartment as a residential condominium or cooperative unit. The section further provides a number of factors to be weighed in determining an owner's intent to convert. For example, one of the factors to consider is whether a master deed or articles of organization has been prepared or recorded.

As explained in 1 Massachusetts Landlord-Tenant Law §14:2, an owner may record a master deed yet not have the present interest in selling units and displacing tenants. By categorizing these factors, this approach recognizes that owners may take actions described in the Ordinance without intending to displace tenants. Id. at 2. That an owner might take the described actions and decide to abandon the conversion does not impugn the “stated goal of the statute: to protect against a reduction in the stock of rental housing otherwise available.” Id. at 3. Thus, if a tenant does not face displacement by a condominium conversion, there is no harm to be cured. Id. at 3.

Here, the Tenants claim that our Client satisfied factors (E) and (F) under the Ordinance. However, these two factors are not enough to satisfy the intent to convert. Similar to recording a master deed to establish a condominium form of ownership, measuring or inspecting a unit in the housing accommodation does not indicate a present interest in selling the units and displacing the tenants. For example, a prospective buyer may want to evaluate the property and assess whether a condominium conversion is beneficial. This action can be routine due diligence and may ultimately result in the buyer deciding not to pursue the purchase or the owner opting to maintain the property as rental housing. The Ordinance requires more identifiable steps to be taken, such as an application of conversion with the active pursuit of conversion permit. To vest tenants’ rights in the absence of an active condominium conversion would exceed the scope of the Ordinance’s purpose and would impose an undue burden on property owners without addressing the specific risk of displacement that the Ordinance seeks to mitigate. 1



Massachusetts Landlord-Tenant Law §14:2 emphasizes that if a tenant will not be displaced by a conversion, there is no harm in need of cure.

Somerville's enabling statute, the 1985 Act, was amended to grant to Somerville the authority to regulate "the eviction of tenants *incident to the conversion* or sale of condominiums." See Stephen Bremis v. City of Somerville, WL Mass. at 7 (2022). (*Emphasis added*). The Court emphasized and inferred that the Legislature, in passing the 1985 Act, intended Somerville to go further "in terms of taking measures to protect tenants *during condominium conversion*. Id. at 7 (*Emphasis added*). Thus, the authority of the Ordinance is contingent on the presence of an actual condominium conversion that poses a genuine risk of tenant displacement due to said condominium conversion. Here, neither the Owner or Prospective Buyer are converting the Property into condominiums, therefore applying the Ordinance's provisions would exceed the bounds of the authority granted under the Enabling Act.

Further, a provision of the Ordinance is valid "only if it is reasonably necessary to the preservation of the affordable housing stock in Somerville and the protection of tenants *during condominium conversions*." Stephen Bremis v. City of Somerville, WL Mass. (2022). (*Emphasis added*). The Court found certain provisions of the 2019 Somerville Ordinance to exceed the City's authority by not being "necessary to effectuate the purposes of the 1985 Act." Id. at 6. Specifically, the Court held that to control the price an owner must first offer to a tenant who chose to exercise their right to purchase a unit would negatively impact the availability of housing. Id. at 12. They reasoned that this provision could potentially remove market-value housing stock, reducing its

availability and potentially causing prices to increase and harm tenants. Id. at 12. In other words, the provision would disrupt the balance between tenant protections and a healthy housing market.

Specifically when addressing the relocation fees of the 2019 Ordinance, the Court reasoned that “the relocation assistance fee is designed to assist tenants being displaced by *a condominium conversion* in securing new housing.” Stephen Bremis v. City of Somerville, WL Mass. (2022) (*Emphasis added*). The Court found this to be a necessary measure to protect tenants to mitigate the adverse effects of displacement resulting from a condominium conversion. Id. at 14. Conversely, here, there is no condominium conversion, meaning the Ordinance is not applicable. To apply the Ordinance in the absence of an actual condominium conversion would extend the Ordinance’s scope beyond its intent and undermine its purpose of protecting tenants against displacement directly resulting from a condominium conversion.

Similarly, to arbitrarily grant the Tenants’ rights under these facts would disrupt the balance between tenant protections and a healthy housing market. This would suggest that tenant rights would arbitrarily and capriciously vest whenever a property owner contemplates converting to condominiums. This would further suggest that once an intent is formed, a property owner or prospective buyer can never change their minds. Property owners and/or buyers would be forced to defend against tenant claims without receiving the benefit of a condominium conversion permit, leading to unnecessary litigation and confusion. Such an outcome would also likely discourage property owners from participating in legitimate market activities for fear of arbitrarily triggering tenant

protections under the Ordinance. The intent and express purpose behind the Ordinance is to provide protection to tenants when a property is converted to condominiums, not to provide leverage in situations where a condominium conversion is speculative or abandoned.

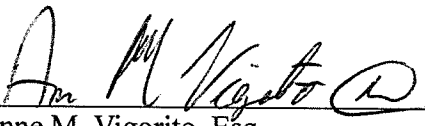
Moreover, this would invite tenants to exploit the situation, claiming that their rights under the Ordinance vested in order to demand exorbitant sums from owners in the absence of an actual condominium conversion. This scenario did occur on or about August 19, 2024, when the tenants of Unit 1, 29 Everett Avenue, sent our Client a certified letter demanding the sum of \$150,000.00, in exchange for their rights under the Ordinance, a copy of which is attached hereto as Exhibit B. The Tenant's actions here are egregious and unconscionable.

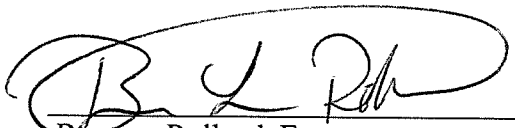
In conclusion, the Somerville Condominium Conversion Ordinance is intended to protect tenants from displacement during the formal conversion of rental properties to condominiums. Without an active condominium conversion there is no legitimate risk of displacement resulting thereof, and thus the Ordinance does not apply. It is a violation of public policy to enforce the provisions of the Ordinance where a condominium conversion permit is not being sought and there is no intent to seek said permit. The enforcement of the Ordinance in these circumstances would unjustly burden the property owner, contradict the Ordinance's intent, deter potential conversion, invite extortion, and spark unnecessary legal disputes.

### III. Conclusion

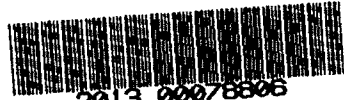
As a result, we respectfully request that the Condominium Review Board reject the Tenants' argument and refrain from applying the Ordinance under these circumstances.

Respectfully submitted  
Charles Chudigian, Trustee  
The Chudigian Irrevocable Trust  
By their attorneys

  
Anne M. Vigorito, Esq.

  
Breanna Rolland, Esq.

## EXHIBIT A



2013 00078806  
Bk: 61588 Pg: 594 Doc: DEED  
Page: 1 of 2 04/11/2013 01:39 PM

2-20

Return to:  
William J. Grannan, Esquire  
22 Mill Street, Suite 408  
Arlington, MA 02476-4744

DEED

I, Ramona Chudigian, of Arlington, Middlesex County, Massachusetts, for consideration paid and in full consideration of One (\$1.00) Dollar

Grant to Charles P. Chudigian, Trustee of The Chudigian Irrevocable Trust, under Declaration of Trust dated October 14, 2012, see Certificate of Trust Pursuant to M.G.L. c. 184, §35 recorded herewith,

*with Quitclaim Covenants*

the land in Somerville, Middlesex County, with the buildings thereon being No. 19 on a plan of house lots in Somerville belonging to George S. Runey and John Doane, Jr. drawn by T. and J. Doane, July 1, 1857, and recorded with Middlesex South District Deeds in Book of Plans 8, plan 24 and bounded and described as follows:

|               |                                                                                            |
|---------------|--------------------------------------------------------------------------------------------|
| Southeasterly | by Everett Avenue formerly called Everett Street, fifty (50) feet;                         |
| Northwesterly | on lot No. 18 on said plan, one hundred (100) feet at right angles to said Everett Avenue; |
| Northeasterly | on lot No. 38 on said plan, fifty (50) feet; and                                           |
| Southwesterly | on lot No. 20 on said plan, one hundred (100) feet to the point of beginning.              |

Containing 5,000 square feet more or less.

For Grantor's title see Deed dated October 3, 1980, recorded with Middlesex South District Registry of Deeds in Book 14098, Page 143.

WITNESS my hand and seal this 22<sup>nd</sup> day of February 2013.

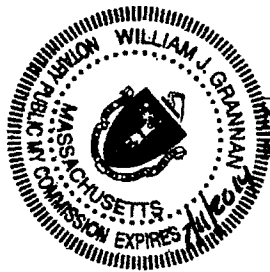
Ramona Chudigian

Property Address: 29-29R Everett Avenue, Somerville, Massachusetts 02145

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of February 2013 before me, the undersigned notary public, personally appeared Ramona Chudigian, proved to me through satisfactory evidence of identification, which were driver's license and other personal identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. and acknowledged the foregoing instrument to be her free act and deed, before me



*[Signature]*  
Notary Public - William J. Grannan  
My Commission Expires: 7/11/2014



## EXHIBIT B

Shawn Dorant & AnnMarie Keyes  
29 Everett Ave, Apt 1  
Somerville, MA 02145  
(617)571-4012  
smdorant@gmail.com

**August 19, 2024**

Charles Chudigian  
26 Edgehill Rd.  
Arlington, MA 02474

Via USPS Certified Mail

**Subject: Proposal for Tenant Rights Waiver at 29 Everett Ave, Unit 1**

Dear Charlie,

I hope this message finds you well. I've taken the time to carefully review the proposed waiver of tenant rights related to the condo conversion of 29 Everett Ave, Unit 1, and I appreciate the opportunity to discuss this matter further. Given the significance of the rights being waived, I would like to propose a buyout that reflects the value of these rights while also being fair and reasonable for both of us.

**1. Right to a One-Year or Five-Year Notice Period:**

As you know, under the Somerville Condo Conversion Ordinance, my household qualifies as low-income, entitling us to a notice period of up to five years. This extended period provides crucial stability and time to secure alternative housing. Given the current market rent for a 2-bedroom apartment in Somerville, which is approximately \$3,500 per month, this right translates to a substantial financial benefit over time.

Over a five-year period, the difference between my current rent of \$600 per month and the market rent would amount to \$174,000. This calculation reflects the value of staying in the unit at the current rate during the protected notice period.

**2. Right of First Refusal:**

Recent real estate transactions in Somerville underscore the significant value of the right of first refusal. For example:

- A 2-bedroom condo at 18 Everett Ave sold for \$725,000 in July 2023 and was flipped for \$800,000 within six months.
- Another 2-bedroom unit at 33 Adams St sold for \$695,000 in September 2022 and was resold after minor renovations for \$770,000.

These comps suggest that similar units in Somerville have appreciated by \$75,000 to \$100,000 or more shortly after conversion. The right of first refusal allows me the opportunity to purchase the unit at its current market rate before it appreciates further, representing a potentially significant financial advantage.

Given this context, the right of first refusal is conservatively valued at \$50,000 to \$100,000, based on the likelihood of market appreciation and the avoidance of competitive bidding that could drive up the price of the unit.

### 3. Proposed Buyout:

In light of these considerations, I would like to suggest a buyout in the amount of \$150,000. This figure represents a balanced approach that acknowledges the value of the rights in question while also striving for a mutually beneficial outcome.

I believe that with a fair and reasonable agreement, we can proceed in a way that respects both of our interests. I am more than willing to continue this conversation and work towards a solution that suits us both. I look forward to hearing from you through email or certified mail.

Thank you for your consideration.

Best regards,  
Shawn Dorant  
AnnMarie Keyes

AFFIDAVIT OF CHARLES CHUDIGIAN  
AS TRUSTEE OF THE CHUDIGIAN IRREVOCABLE TRUST

I, Charles Chudigian, Trustee of The Chudigian Irrevocable Trust hereby states the following under the pains and penalties of perjury:

1. My name is Charles Chudigian and I am the Trustee of The Chudigian Irrevocable Trust, (hereinafter the "Trust") the owner of the property located at 29-29R Everett Avenue, Somerville, Massachusetts 02145, (herein after the "Property").
2. The property was deeded to The Chudigian Irrevocable Trust on February 22, 2013.
3. The Trust has decided to sell the property for financial reasons.
4. In approximately late May 2024, the Trust entered into a Purchase and Sale Agreement with Kristen Germano, (hereinafter the "Buyer").
5. The Purchase and Sale Agreement required that the property be delivered vacant.
6. In approximately late May 2024, the tenants were notified of the potential sale of the property.
7. The Buyer expressed interest in possibly converting the property into condominiums.
8. In early August 2024, at the Buyer's request, the Trust agreed to notify the tenants of the potential conversion into condominiums.
9. In early September 2024, the Buyer informed me that they no longer intended to convert the property into condominiums and intend to keep the property as rentals.
10. Other than notifying the tenants, no other steps were taken to convert the property into condominiums.
11. No application was completed or filed.
12. Any and all actions by the Trust regarding the Buyer's potential conversion of the property was done at the request of the Buyer.
13. At no point did the Trust itself intend to convert the property into condominiums.
14. Neither the Trust nor the Buyer intend to convert the property into condominiums.
15. If the Purchase and Sale Agreement is terminated I will remain as the owner of the property and I have no intention of converting the property into condominiums.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 7<sup>th</sup> DAY OF  
NOVEMBER 2024

The Chudigian Irrevocable Trust





By: Charles Chudigian, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

On this day, before me, the undersigned notary public, personally appeared Charles Chudigian proved to me through satisfactory evidence of identification, which was a Mass. driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Trustee of The Chudigian Irrevocable Trust.

 BREANNA LEE ROLLAND  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 28, 2025  
(Official Seal)

  
Notary Public Breanna L. Rolland  
My Commission Expires: Feb 28, 2025

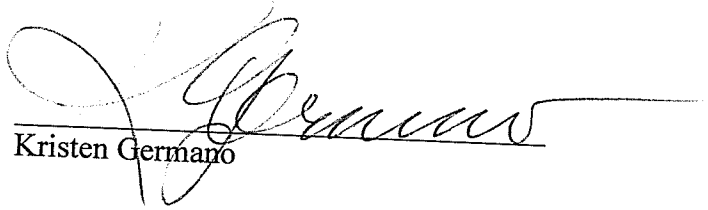
AFFIDAVIT OF KRISTEN GERMANO

I, Kristen Germano, hereby states the following under the pains and penalties of perjury:

1. My name is Kristen Germano of Andover, Massachusetts.
2. In approximately late May 2024, entered into a Purchase and Sale Agreement with Charles Chudigian, Trustee of The Chudigian Irrevocable Trust to purchase the property located at 29-29R Everett Avenue, Somerville, Massachusetts.
3. As a condition of closing, I required that the property be delivered vacant.
4. It is common practice for Buyers to require that a property be delivered vacant.
5. In approximately late May 2024, the tenants were notified of the pending sale.
6. I contemplated the possibility of converting the property into condominiums, amongst other development options as any potential buyer would do.
7. In early August 2024, I asked the Seller to assist me with notifying the tenants of the notifying the tenants of the potential conversion.
8. In early September 2024, I decided to not convert into condominiums and to keep the property as a rental property.
9. I ceased any and all efforts to covert the property. I never competed an application, let alone filed with City of Somerville Condominium Review Board.
10. I have no intention to convert the property into condominiums and intend to keep the property as a rental property.
11. Other than requesting the Seller to notify the tenants of the potential conversion, no other actions were taken to convert the Property.
12. I am not sure that I will continue to pursue purchasing the Property and am contemplating terminating the Purchase and Sale Agreement.




SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY ON THIS 7<sup>th</sup> DAY OF  
NOVEMBER 2024

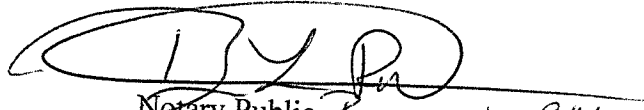
  
Kristen Germano

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

On this day, before me, the undersigned notary public, personally appeared Kristen Germano proved to me through satisfactory evidence of identification, which was a Mass. driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

 **BREANNA LEE ROLLAND**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 28, 2025  
(Official Seal)

  
Notary Public Breanna L. Rolland  
My Commission Expires: Feb 28, 2025