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(“Hands and Seals”)

Attachment A: Copy of Deed

AGREEMENT

Now come [NAMES], the “Owners,” all of [ADDRESS], Somerville, Massachusetts, this fifth day of March 2025 and agree as follows:

Whereas: The nine (9) undersigned individuals have heretofore purchased the residential property at [ADDRESS], Somerville, Massachusetts (said residential property as described in the appended Attachment A which is a copy of the deed, to be referred to in this Agreement as the “Property”);

Whereas: Although [NAMES] hold title to the Property, and are obligated under the mortgage thereon, the nine (9) undersigned Owners have each contributed the following relative amounts towards the down payment, closing costs, and other associated costs of the abovementioned purchase of the Property:

- [NAME 1]: [DOWNPAYMENT CONTRIBUTION]
- [NAME 2]: [DOWNPAYMENT CONTRIBUTION]
- ...

Whereas: The Owners desire to reside in the Property, and to maintain and administer their common ownership of the Property, in a cooperative and amicable manner;

Whereas: The Owners desire to clarify and establish relationship and avoid any misunderstandings, disputes, or antagonisms which might otherwise arise in the course of their common ownership of the Property;

Now, therefore, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Owners agree as follows:

ARTICLE I. OWNERSHIP AND CONTROL

1.1 Initial Distribution of Ownership [NAMES] shall hold legal title to the property as tenants-in-common. Although [NAME 1] is not a record property owner of the Property, the Owners hereby acknowledge that as among themselves, and for the purposes of this Agreement, [NAME 1] shall each have the same rights as any Owner who has legal title and for purposes shall be treated as a tenant in common. Ownership interests in the Property shall be measured in “Shares.” The issuing, transfer, and ownership of fractional Shares are permitted, each in accordance with the other terms of this Agreement. Except as modified in the future by the other terms of the Agreement, each Owner shall have the following Shares in the Property, reflecting contributions of each Owner to the initial downpayment and closing costs:

a) The initial number of Shares shall be: $N_i = \frac{C_T}{R} * 100$, where N_i is the initial number of Shares, C_T is the cumulative contributions of the Owners to the downpayment and

closing costs [\$AMOUNT], and R is the sum of the purchase price of the house and any closing costs [\$AMOUNT], such that $\frac{[DOWNPAYMENT + CLOSING COSTS]}{[PURCHASE + CLOSING COSTS]} * 100 = [#SHARES]$ initial Shares.

b) The initial distribution of Shares shall be proportional to each Owner's contribution to the downpayment and closing costs, according to $\frac{C_i}{C_T} * N_i$, where C_i is the contribution of a particular Owner to the downpayment and closing costs. C_T and N_i are as defined above.

c) [NAME 1] owns the following interest in the property:

$$\frac{[DOWNPAYMENT + CLOSING COSTS CONTRIBUTIONS]}{[DOWNPAYMENT + CLOSING COSTS]} * [#SHARES] = [#INDIVIDUAL SHARES]$$

initial Shares

c) [NAME 2] owns the following interest in the property:

$$\frac{[DOWNPAYMENT + CLOSING COSTS CONTRIBUTIONS]}{[DOWNPAYMENT + CLOSING COSTS]} * [#SHARES] = [#INDIVIDUAL SHARES]$$

initial Shares

e)...

f) Each of the above Share calculations are rounded to the nearest 0.01% of a Share for purposes of brevity in this Agreement. Actual Share ownership is not rounded.

1.2 Incapacitation and Inheritance In the event that any Owner dies, or becomes ill, mentally disabled, incompetent, or otherwise incapacitated (the phrase "incompetent Owner," as used in this document shall include any such condition other than death), the remaining Owners shall equally share full rights to control and make decisions concerning the Property. No other agent or guardian, nor any heir, beneficiary, legatee, donee, executor, administrator, trustee, assign employee, successor in interest, or anyone else acting on behalf of an incompetent Owner, shall have the right to participate in decisions concerning the Property. In the event of any Owner's death, the deceased Owner's interest in the Property may pass to their heir(s) or beneficiary(ies); however, such heirs or beneficiaries shall not have rights to participate in decisions concerning the maintenance, sale, rental, or other control of the Property. If the heir(s) or beneficiary(ies) are already a Resident, they will be allowed to join the Agreement in full. If they are not already a Resident, or if they decline to join the Agreement, the heirs' or beneficiaries' interest shall be restricted to the right to receive their share(s) of any equity, if and when the remaining Owners shall decide to sell the Property.

1.3 Division of Property The Property contains six (6) bedrooms (including the room designated on floor plans as "Study | Storage"). There are, in addition, various common areas (the "Common Areas"). The Common areas include, but not not confined to, four (4) bathrooms, two (2) dining rooms, two (2) living rooms, two (2) kitchens), a basement, various hallways, various closets not attached to a bedroom, various interstitial spaces, various outdoor spaces, and any of the bedrooms which, at any given time, are not occupied by one of the Owners or a tenant. Although each Owner shall have an undivided interest in the entire Property, each is allowed unrestricted use only of the Common Areas and of their own bedroom(s). Common Areas may be redesignated as bedrooms by Consent of the Owners (defined in Section 1.6 below). Bedrooms may be redesignated as Common Areas by Consent of the Owners and consent of the current tenant(s), if any, of those bedroom(s).

1.4 Joint Powers All of the rights and powers in and with respect to the overall operation and maintenance of the Property shall belong to the Owners jointly. Except with respect to such

matters as provided in this Agreement which are in the exclusive control of each Owner, all decisions regarding the Property shall be made by the Owners and Residents as provided below.

1.5 Resident Decision-Making The legal residents of the Property (to be referred to in this Agreement as the “Residents”), including both Owners residing at the Property and adult tenants, shall make any decisions regarding the governance of Residents, the accepting of new Residents, eviction of Residents, house maintenance and improvement, setting and division of rent, and the raising and use of house funds. The collective rent shall be at least sufficient to cover scheduled mortgage payments (including payments towards both the principal and interest), property taxes, and utilities. Once the mortgage of the house has been paid off, the collective rent shall be at least sufficient to cover property taxes and utilities. The collective rent may be set higher in order to cover expenses such as, but not limited to, renovations, maintenance, and social events. The initial Resident decision-making process will require the consensus of all Residents except one (this method is referred to as “N-1 method” for the purposes of this Agreement). For the purposes of this Agreement, “Consent of the Residents” will be used to refer to decisions made by Residents using the N-1 method or whatever other process the Residents may later adopt. Residents can amend or replace their decision-making process by Consent of the Residents. Residents may choose to extend Resident status to minor tenants via Consent of the Residents.

1.6 Owner Decision-Making The Owners shall attempt to make all decisions regarding the Property by unanimous consent. However, if after good faith effort such consent cannot be achieved, and except as provided elsewhere in this Agreement, decisions may be made by agreement of all of the Owners except one. For the purposes of this Agreement, “Consent of the Owners” will be used to refer to decisions made by Owners in this way.

1.7 Emergency Decisions In an emergency situation, if one or more Owners are unavailable, decisions may be made by the remaining Owner(s) insofar as this is necessary to take care of the emergency. An emergency shall be defined as a situation in which immediate action is required in order to prevent or limit damage to or loss of the Property or physical harm to the Residents or others on the property. The decisions described in this Section shall not require Consent of the Residents.

1.8 Urgent Opportunities The Owners recognize that a situation may arise in which a beneficial opportunity exists, but which may be lost if a decision is not made quickly (the term “urgent opportunity,” as used in this document, shall refer to any such situation). The decisions described in this Section shall not require Consent of the Residents.

1.9 Transferring Ownership No Owner may assign, mortgage, pledge, encumber, or lease their interest in the Property to any part of the Property without the prior written unanimous consent of the other Owners (or in accordance with Articles IV and V below). In the event any Owner does assign or lease their interest hereunder with the consent of the other Owners, said Owner shall continue to remain bound by and liable under this Agreement.

1.10 Income and Expenses Any profit from the Property shall be deposited in the Repairs and Maintenance Fund (defined in Section 3.2 below). In the event that the Residents fail to raise enough money to cover expenses, each Owner shall be responsible for a share of the following expenses proportional to their number of Shares: (a) mortgage payments; (b) real estate taxes and insurance payments; (c) all utilities. This division of expenses can be altered

by Consent of the Owners. Residents may, by Consent of the Residents, establish and contribute to additional funds for specific purposes.

1.11 Signing Checks The Owners shall maintain a joint checking account for common expenses of the Property. Such an account shall require the signature of any one Owner on any checks, drafts, withdrawals or any other instruments for the payment of money, except for checks, drafts, or withdrawals of \$500 or more, which shall require the signature of any two Owners. All contracts, notes, mortgages, or other instruments with respect to the Property may be executed by one Owner on behalf of the Owners if the obligation incurred thereby is less than \$500, but if greater than \$500, shall require the signature of any two Owners, and any such obligation shall not be binding on any Owner not a signatory thereto. The sole exceptions to this requirement shall be a) the regular monthly mortgage payment which shall require the signature of any one Owner; b) emergency expenditures, as discussed below; c) expenditures for "urgent opportunities," as defined and discussed in Section 1.8 above. In the case of any emergency (as defined in Section 1.7 above), expenditures of more than \$500 may be made by unanimous consent of those Owners who are available at the time of the emergency. The \$500 threshold may be increased by Consent of the Owners.

1.12 Record Keeping The Owners shall designate one or more persons to maintain proper records concerning all aspects of the ownership and management of the Property, including but not limited to records of all payments of common expenses and of receipt of monies; copies of all insurance policies, deeds, mortgages, and other important documents, all correspondence, notices, and other documents affecting the Property in any fashion; and minutes of all Consent of the Owners and Consent of the Residents decisions. Such records of the Property shall be open to inspection to all Owners and Residents at all reasonable times and the designated persons shall provide reports to the Residents and Owners at least once per calendar year.

ARTICLE II. ISSUING OF ADDITIONAL SHARES

2.1 Paying off the Mortgage As the mortgage principal is paid off, additional Shares shall be issued proportionately to those who contribute such that: $V = \frac{H-M}{N}$, where V is the price of each additional share; H is the initial purchase price of the house, including any closing costs; M is the remaining, unpaid mortgage principal; and N is the current number of Shares. Contributions to the mortgage principal may occur via a dedicated portion of rent, voluntary payments by any Resident or Owner, or some other mechanism determined by Consent of the Residents. If any Resident or Owner wishes to make voluntary payments to the mortgage principal, other Residents and Owners must be notified. All Residents and Owners shall then have an opportunity to make voluntary payments themselves. The order of these payments shall be Residents first, then non-resident Owners. Within each of these two categories, the order shall go from those who own the fewest Shares to those who own the most Shares. In the advent of a tie using this mechanism, order shall be determined among the tied individuals using a coin flip or comparable fair and random method.

2.2 Maintenance, Repairs, and Improvements Additional Shares may be issued to compensate for financial, labor, or in-kind contributions to home maintenance and improvement

projects. The number of Shares thus issued for a particular contribution shall require both Consent of the Residents and Consent of the Owners.

ARTICLE III. MAINTENANCE, REPAIRS, AND IMPROVEMENTS

3.1 **Large Maintenance** All decisions regarding maintenance, repairs, or capital improvements requiring expenditures in excess of \$500 shall require Consent of the Residents. Any maintenance, repair, or improvement expenditures that exceed the amount in Repairs and Maintenance Fund (defined in Section 3.2 below) shall require Consent of the Owners.

3.2 **Repairs and Maintenance Fund** Repairs, maintenance, and improvements shall be paid for from a Repairs, Maintenance, and Improvements fund which shall be established by the Owners and maintained by contributions from the Residents. The amount of such contributions shall be determined by Consent of the Residents. Any maintenance, repair, or improvement costs in excess of the current amount in the Repairs and Maintenance Fund shall be the joint responsibility of the Owners, in proportion to their interests in the Property.

3.3 **Risk and Negligence** The Owners agree to equally bear the risk of any casualty loss to any portion of the Property, except where such loss is the result of the negligence or fault of any Owner, in which case the loss shall be borne by such Owner. The Owners agree to decide in each instance whether to repair or rebuild, and to what extent; any such decision shall require Consent of the Owners.

3.4 **Prior Consent** No Resident or Owner shall make any addition, repair, alteration or improvement to the Property which may affect the structure, plumbing, mechanical, or electrical systems of the Property (collectively referred to as the "Systems" for the purposes of this Agreement) without the prior Consent of the Residents. No Resident or Owner shall make any addition, repair, alteration or improvement to the Common Areas, whether or not it may affect the Systems of the Property, without the prior Consent of the Residents. Any addition, repair, alteration, or improvement to a bedroom must additionally have the prior consent of the Resident(s) of that bedroom, unless failing to perform said actions would negatively affect the Systems of the Property. Any Resident may make modifications to their own bedroom that do not affect the Systems of the Property without prior consent from other Residents or the Owners.

ARTICLE IV. DEFAULT

4.1 **Individual Owner Default** In the event that an Owner defaults in the payment of their share of joint expenses as provided above, or is otherwise in default of their obligations under this Agreement, and remains in such default for a period of fifteen (15) days, the other Owners may serve upon such defaulting Owner written notice of the default. If the defaulting Owner fails to remedy such default within thirty (30) days of receipt of such notice, or fails to give notice that they desire to enter binding arbitration pursuant to Article VII hereof, which arbitration shall not take more than twenty (20) days, the remaining Owners may, at their option, demand that the defaulting Owner do either or both of the following:

a) Vacate the Property immediately and allow the remaining Owners to lease or rent the defaulting Owner's rights to occupy the Property to third parties of the Residents choosing; or

b) Vacate the Property immediately and convey their rights title and interest in and to the Property to one or more of the remaining Owners or their designee, pursuant to the provision of Article V below, except that all arrears in the defaulting Owner's share of payments, and other expenses incurred as a result of the default shall be deducted from the amount the defaulting Owner would otherwise receive from the remaining Owners or their designees. "Other expenses" so deducted shall include, but not be limited to, legal fees and advertising costs.

4.2 Right of Action If the defaulting Owner refuses or fails to comply with the preceding provisions of this Article, the remaining Owners shall have the right to bring an action in the appropriate court seeking specific performance of this Agreement, damages, other appropriate preliminary relief, reasonable attorneys fees, and interest accruing from the date of the default.

ARTICLE V. SALE AND TRANSFER OF SHARES

5.1 Purchasing Shares At any time, a Resident or Owner (Person A) may choose to purchase Shares from the person(s) who has the greatest number of Shares (Person B), up to the point at which Person B no longer has the greatest number of Shares. Person B cannot decline to sell these Shares at their current monetary value. Person B can choose to sell those Shares at less than their current monetary value as defined by Section 5.5.

5.2 Purchasing Shares from a Non-Resident Owner At any time, by Consent of the Residents, a nonresident share owner may be compelled to sell some or all of their Shares to one or more of the residents at their current monetary value, as defined by Section 5.5. If this occurs, priority for the purchase of the Shares shall be given to Residents first, then non-resident Owners. Within each of these two categories, the order shall go from those who own the fewest Shares to those who own the most Shares. In the advent of a tie using this mechanism, order shall be determined among the tied individuals using a coin flip or comparable fair and random method.

5.3 Selling Shares At any time, an Owner (referred to in this section as "the Seller") may choose to sell some or all of their Shares at whatever value the seller chooses that is less than or equal to the current monetary value of the Shares as defined by Section 5.5. When the Seller does so, Residents and other Owners shall be given four (4) weeks to reach an agreement for the purchase of the Shares. Priority for the purchase of the Shares shall be given to Residents first, then non-resident Owners. Within each of these two categories, the order shall go from those who own the fewest Shares to those who own the most Shares. In the advent of a tie using this mechanism, order shall be determined among the tied individuals using a coin flip or comparable fair and random method. If not all of the proffered Shares are purchased by this process, the Residents and other Owners shall have another eight (8) weeks to reach an agreement (among themselves, not including the Seller) on a payment plan to the Seller. A payment plan may take longer than one (1) year to purchase the shares if and only if the Seller agrees to a longer period. If the Residents and other Owners cannot reach such an agreement

within the allotted eight (8) weeks (a total of 12 weeks from when the Owner declared their intent to sell), the selling Owner shall have the right to offer the entire Property for sale to the general public under the terms of Article VI. Any Owner who sells all of their Shares shall no longer be considered an Owner and shall be removed from the Agreement.

5.4 Selling During Insolvency If, at any point, insufficient funds are available to pay for mortgage payments, utilities, or taxes, Owners may vote to sell the Property with a threshold of greater than or equal to 25% of Shares (excepting any Shares held by heirs who are not full participants in this Agreement). If this is done, the Owners shall have the right to offer the entire Property for sale to the general public under the terms of Article VI.

5.5 Value of Shares For the purposes of this Agreement and prior to the mortgage being paid off, the current monetary value of a Share will be defined as the price of Shares as specified in Section 2.1. After the mortgage has been paid off, the current monetary value of these shares will be considered to be the assessed value of the house as determined by the municipality for the most recent fiscal year for which data is available.

5.7 Sales Costs In any case where one or more Owners shall sell their interest in the Property to one or more Residents or Owners, the associated costs will be handled as follows. All one-time costs (such as closing costs and seller's attorneys' fees) incurred by the selling Owner(s) shall be divided among all Owners in proportion to their interests in the Property prior to the sale. If the sale requires refinancing of the Property, and if therefore mortgage payments increase following the sale, the increased ongoing costs shall be the responsibility of the new and/or continuing Owners. The selling Owner(s) shall not be responsible for such increased ongoing costs which may result from the sale.

ARTICLE VI. SALE OF PROPERTY

6.1 Selling the House If, after following the procedure described in Section 5.3, an Owner receives a bona fide offer to purchase the entire Property at fair market value and that fair market value is such that the Owner's interest in the Property is *less than* what was determined by the current monetary value as defined in Section 5.5, the Owner must first offer their interest in the Property to one or more of the Residents and other Owners at the fair market value of such interest as reflected in the bona fide outside offer. If the Residents and other Owners fail or refuse to accept the offer to purchase such interest within five (5) days of such offering, then all Owners shall join in the sale of the entire Property to the bona fide third party purchaser on the terms set forth in such outside offer. If, after following the procedure described in Section 5.3, an Owner receives a bona fide offer to purchase the entire Property at fair market value and that fair market value is such that the Owner's interest in the Property is *greater than or equal to* what was determined by the current monetary value as defined in Section 5.5, then all Owners shall join in the sale of the entire Property to the bona fide third party purchaser on the terms set forth in such outside offer. If, after following the procedure described in Section 5.4, an Owner receives a bona fide offer to purchase the entire Property at fair market value, then all Owners shall join in the sale of the entire Property to the bona fide third party purchaser on the terms set forth in such outside offer.

6.2 Interference If despite the existence of a purchaser willing to purchase the entire Property at its fair market value, and the desire of one or more Owners to sell the Property to the purchaser at the offered price, the other Owner or Owners fail or refuse to do so and to execute all documents necessary to effect such a sale, said Owner or Owners shall be liable to the other Owner or Owners for all loss, damage, and expense, including reasonable attorney's fees, caused thereby. This obligation may be enforced by specific performance in addition to any other remedies at law or in equity.

6.3 Sales Costs In any case where the Property is sold to an outside offeror (as described in Section 6.1 above), the one-time costs (such as seller's costs associated with the closing and seller's attorney's fees) incurred by the selling Owner(s) shall be divided among all Owners in proportion to their interests in the Property prior to the sale.

6.4 Proceeds In the event of a sale of the Property, pursuant to the above, or otherwise, or if the Property is taken for public use by the city or authorities, or if the Property is destroyed and compensation therefor is paid out by an insurer or governmental entity, then the Owners shall divide the net proceeds received in proportion to their interests in the Property. "Net proceeds" shall be defined as any funds received, less the amount, if any, of any unpaid portion of the mortgage principal, and also less any closing costs, broker's fees, legal fees, or other costs associated with the sale or destruction of the Property. The division of the net proceeds shall not be affected by the current or past status of the Owners as residents of the Property; that is, an Owner who shall have resided in the Property for a greater total length of time than another Owner shall not, thereby, be entitled to a greater share of the net proceeds.

ARTICLE VII. ARBITRATION

7.1 Arbitration Process In the event of any dispute between the Owners as to the interpretation of the exercise of any right, duty, or obligation under this Agreement, or as to the maintenance or sale of the Property or any interest therein, the Owners agree to make all reasonable efforts to resolve said dispute among themselves. If the Owners remain unable to agree, they shall choose an arbitrator mutually acceptable to all the Owners. If they are unable to agree on one arbitrator, the Owners shall choose three arbitrators mutually acceptable to all Owners and a decision shall be made by a majority of the arbitrators. The expense of such arbitration, if any, shall be shared equally among the Owners which are parties to the dispute. It is the intent of the Owners that such arbitrator(s) be asked to help the Owners reach a mutually acceptable agreement, and that decision be made by the arbitrators themselves only if the Owners remain unable to reach such an agreement.

7.2 Arbitration Enforcement The decision of the arbitrator(s) shall be binding, and enforceable in a court of law, including any order for specific performance made by the arbitrator(s). Other than to enforce the decision of the arbitrator(s) or as provided elsewhere in this Agreement, no Owner shall bring any action in court with regard to this Agreement. In the event of any court action to enforce the decision of the arbitrator(s), the prevailing Owner(s) shall be entitled to recover their costs and reasonable attorney's fees from the other parties.

ARTICLE VIII. AMENDMENT PROCESS

8.1 Amendment Process This Agreement shall not be amended except by either (a) Consent of the Residents and a vote by Owners constituting >60% of Shares (excepting any Shares held by heirs who are not full participants in this Agreement); or (b) unanimous consensus of Owners. If this Agreement is amended, Owners shall be given a 1 month opportunity to initiate the sale of their Shares under the terms of the Agreement prior to the amendment.

ARTICLE IX. MISCELLANEOUS

9.1 Heirs All heirs, beneficiaries, legatees, donees, executors, administrators, trustees, assigns, agents, employees, or successors in interest of the Owners shall be bound by the provisions of this Agreement, including any limitations in their participation as specified in Section 1.2.

9.2 Entirety This document constitutes the entire Agreement between the Owners and there shall be no contemporaneous or subsequent modifications unless they are in writing and agreed to as specified in Section 1.13.

9.3 Invalidity If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

9.4 Breach The Owners acknowledge that a breach of this Agreement cannot be adequately rectified by monetary damages alone, and all Owners acknowledge the right of other Owners to seek specific performance in addition to all other remedies contained in this Agreement.

9.5 Indemnification Each of the Owners shall indemnify the other Owners and save them harmless from and against any and all claims that may be made against them because of any alleged debt or liability heretofore, now, or hereafter incurred by such Owner, except as otherwise provided in this Agreement.

9.6 Residential Purposes The Property shall be used for residential purposes only, unless otherwise agreed to by Consent of the Owners and Consent of the Residents.

9.7 New Owners Upon any sale of all or part of any Owner's interest in the Property or otherwise acquiring new Shares, the new Owner(s) must agree to the terms of the Agreement then in effect, unless the continuing Owner(s) and the new Owner(s) agree to modify the Agreement by Consent of the Owners.

9.8 Continuing Mortgage In Absence of the House: In the event that the House has been sold or the Owners otherwise no longer possess the house, but the mortgage has yet to be fully paid off, the Owners shall decide how to divide responsibility for mortgage payments by unanimous consensus. If Owners are unable to reach unanimous consensus, the arbitration process specified in Article VII shall be used to determine a division of responsibility for mortgage payments.

** [Attachment A – copy of deed]

IN WITNESS WHEREOF the Owners have set their hands and seals to this agreement on the date first written above.

Print Name	Signature	Date
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Print Name	Signature	Date
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