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CONDOMINIUM MASTER DEED

39 CHAPPIE STREET CONDOMINIUM 39 Chappie Street Charlestown, Massachusetts

(a) Creation of Condominium.

The undersigned, 39 Chappie St Development LLC, a Massachusetts limited liability company with an address of 115 Newbury Street, Suffolk County, Boston, Massachusetts 02116, hereinafter referred to as the "Declarant," being the owner of the land with the building thereon known as and numbered 39 Chappie Street, Charlestown, Suffolk County, Massachusetts, described on **Exhibit A**, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state that it proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(b) Description of Land.

The premises that constitute the Condominium consist of the land described on Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its agents and its successors-in-title and their nominees and agents, for a period ending two (2) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

(c) Description of Building

The building on said land is described on **Exhibit B**, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said building is hereinafter called the "Building."

(d) Description of Units

I. Units

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The unit designation of each unit, and statement of its location, approximate area, number of rooms, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on **Exhibit C**, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) Floors: The upper surface of the subflooring;
- (ii) Ceilings: With respect to Units 1 and 2, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists of the floor above; and with respect to Unit 3, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists, subject to the provisions of Section (d)II hereof;
- (iii) Building Walls: With respect to all units, the plane of the wall studs facing the interior of the unit.
- (iv) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are part of the common areas and facilities.
- (v) Doors and Windows, including storm doors, insect screens and all locks and hinges thereto, that open from a unit are part of the unit from which they open and shall be replaced, if damaged or destroyed, and cleaned by the unit owner thereof.
- (vi) All Structural Portions of the building are part of the common areas and facilities.

II. Roof Area and Access.

The roof shall be part of the common areas and facilities (to be maintained, repaired and replaced by the Condominium Trust), but the owner of Unit 3 shall have, as an appurtenance to said Unit 3, the exclusive right at any time and from time to time, to construct, use maintain, repair and replace, a roof deck, or roof decks, skylights, flashing, plumbing and light fixtures on any part of or all of the roof other than the areas of the roof that are currently occupied by HVAC equipment serving any of the Units, and the responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to any such deck, decks, skylights, flashing, plumbing and light fixtures built by the owner of Unit 3 on the roof of the Building. The owner of Unit 3 shall be responsible for any damage caused to the roof which is the direct result of any misuse, by the owner of Unit 3, of said decks or other construction or installations made by the owner of Unit 3 on the roof. The owner of Unit 3 shall comply with all laws, codes and rules and regulations regarding any construction permitted under this Section (d)II. All work shall be conducted at the expense and risk of the owner of Unit 3.

The provisions of this Section (d)II shall at all times take precedence over any other provision of this Master Deed and the Condominium Trust. No amendment or modification of the Master Deed or the Condominium Trust or the Bylaws or Rules and Regulations thereto shall

affect or interfere with the rights and easements held by the owner of Unit 3 as set forth in this Section (d)II without the prior written consent of the owner of Unit 3 being obtained in each instance.

III. Heating Systems, Water Heaters and Individual Electrical Equipment.

All three Units are served by forced air HVAC systems. The storage area in the basement that is for the exclusive use of Unit 1 contains a furnace serving Unit 1. The roof of the building contains HVAC equipment serving Units 2 and Unit 3. Each Unit is served by a separate hot water heater that is located in the basement. The HVAC systems and hot water heaters are all powered by gas. Said HVAC systems and water heaters and the piping, wiring, ductwork and equipment appurtenant to such heating systems are hereinafter referred to as the "Heating Equipment." All Heating Equipment, whether located within or outside the units, is appurtenant to the unit it serves, and the entire cost of fuel, operation, repair, maintenance, and replacement of such Heating Equipment shall be the responsibility the individual unit owner of the unit served by the Heating Equipment, regardless of the fact that said Heating Equipment (including piping, wiring and ductwork) are located outside the unit. Each unit owner shall have an easement to use, maintain, operate, repair and replace all Heating Equipment serving his or her unit and located in the common areas and facilities or any other unit, and each unit owner shall be subject to such an easement in favor of the other unit owners.

There is a common electrical breaker box in the basement of the Building. Electrical breaker boxes for each unit are located within the unit served by such breaker box. Four electrical meters serving the common areas and each of the Units are located on the exterior of the building. The electrical service breaker boxes serving each of the units and the wiring and equipment appurtenant to such breaker boxes are hereinafter referred to as the "Individual Electrical Equipment." All Individual Electrical Equipment, whether located within or outside the units, is appurtenant to the unit it serves, and the entire cost of electricity, operation, repair, maintenance, and replacement of such Individual Electrical Equipment shall be the responsibility the individual unit owner of the unit served by the Individual Electrical Equipment, regardless of the fact that said Individual Electrical Equipment (including wiring) are located outside the unit. Each unit owner shall have an easement to use, maintain, operate, repair and replace all Individual Electrical Equipment serving his or her unit and located in the common areas and facilities or any other unit, and each unit owner shall be subject to such an easement in favor of the other unit owners.

IV. Parking.

There are three outdoor parking spaces as shown on the Site Plan, hereinafter called the "Parking Spaces." The Parking Spaces are a part of the common areas and the Condominium Trust shall be responsible for all maintenance and repairs to the Parking Spaces, including but not limited to cleaning, snow and ice removal, re-paving, and repairs. The Declarant shall convey the exclusive right to use one Parking Space to each of the initial purchasers of the Units. The unit owners may only rent or lease the exclusive use of their Parking Space to another unit owner or occupant of the Building, unless the unit owner has the express, written permission of the Trustees to rent or lease to a third party, non-owner or occupant. The unit owners shall have the right to convey the exclusive use of their Parking Space, but only to another owner of a Unit. Upon the sale of a Unit,

the Unit owner shall be required to simultaneously convey the exclusive use of their parking space (s) to the purchaser or another Unit owner.

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(e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (c) ("Description of Building") of this Master Deed, other than the units described on **Exhibit C** hereto, subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable, and subject to all provisions regarding the roof set forth in Section (d)II hereof.

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (i) the land described in paragraph (b) ("Description of Land") of this Master Deed;
- (ii) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, and all structural portions of the building, subject to the provisions of Section (d)II hereof;
- (iii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than unit. Such equipment located in and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities. In accordance with Section (d)III hereof, Heating Equipment and Individual Electric Equipment (both as defined therein) are not part of the common areas and facilities;
- (v) all conduits, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that are contained in portions of the building outside of the units, but only to the extent such facilities service more than one unit;
- (v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, that are located within units and above any ceiling within the units, but only to the extent such facilities service more than one unit;
- (vi) exterior lighting devices and wires and poles serving the same; and

(vii) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on **Exhibit C** hereto, subject the provisions regarding the roof set forth in Section (d)II hereof. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on **Exhibit C**, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) Plans

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, has been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

A site plan showing the location of the building and exterior exclusive use areas on the land described in **Exhibit A** attached hereto and prepared by a licensed surveyor shall be recorded simultaneously with the recording of this Master Deed. The site plan, herein called the "Site Plan", is incorporated herein by reference and made a part hereof.

(g) Use of Units

- (i) The building and each of the units are intended only for residential purposes by not more than one family per unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and
- (ii) No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto.

(h) Amendment of Master Deed

(i) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to not less than one hundred (100%) percent of the undivided interests in the common areas and facilities and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and

- (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly filed in the Land Registration Office for the Suffolk Registry of Deeds, provided, however, that:
- (ii) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been filed in the Land Registration Office for the Suffolk Registry of Deeds within six (6) months after such date; and
- (iii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (iv) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and
- (v) No instrument of amendment that alters the rights of the owner of Unit 3 to the roof and access easements set forth in Section (d)II hereof, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner of Unit 3; and
- (vi) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
- (vii) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust.
- (viii) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(i) Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 39 Chappie Street Condominium Trust under Declaration of Trust dated January 3, 2012, to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust, and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The mailing address of said Trust is 115 Newbury Street, Boston, Suffolk County, Massachusetts 02116.

The name and address of the Trustee of said Trust and his term of office are as follows:

Franz Eberth, 115 Newbury Street, Boston, Massachusetts 02116

Term: As set forth in Section III of the Declaration of Trust of 39 Chappie Street Condominium Trust.

The Trustees have enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium

The Condominium hereby established shall be known as the "39 Chappie Street Condominium."

(k) Encroachments

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees of the Condominium Trust shall have a right of access to each

unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

(m) All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(n) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 33 of the Bylaws of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof.

(o) Invalidity

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(p) Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

(q) Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

(r) Conflicts

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

(s) Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the 39 Chappie Street Condominium shall be bound by the provisions of this Master Deed. The Declarant shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the 39 Chappie Street Condominium.

EXECUTED as an instrument under seal at Wayland, Middlesex County, Massachusetts, this 3rd day of January, 2012.

Signed in the presence of:

39 Chappie St Development LLC

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 3rd day of January 2012, before me, the undersigned notary public, personally appeared Franz Eberth, as Manager of 39 Chappie St Development LLC, proved to me through satisfactory evidence of identification, which was MA Drivers Liente, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

SUSAN M. COLLINS

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Susah M. Collins, Notary Public

My Commission Expires: 6/22/2012

the condominium described in this master-deed. I lots action contained on this conscillation plan. I late of the Collector-Tressurer

Exhibit A

Incorporated by reference into and made a part of the Master Deed of 39 Chappie Street Condominium, 39 Chappie Street, Charlestown, Suffolk County, Massachusetts.

DESCRIPTION OF LAND

The land, with the building thereon, shown as Lot 1 on a plan drawn by L.G. Brackett & Co., Civil Engineers, dated March 10, 1956, as modified and approved by the Court, filed in the Land Registration Office, a copy of which is filed with the original Certificate of Title No. 63320 as Plan No. 27256A.

Being a portion of the property granted to Declarant in a deed from Catherine Murray, Executrix of the Estate of John M. Murray, dated January 21, 2011 and filed with the Land Registration Office, Suffolk County Registry of Deeds, as Document No. 788454 and noted on Certificate of Title No. 63320 and Certificate of Title No. 128096.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project. The Trustee of the Condominium Trust shall also have the right to grant an easement within, on and over the common areas and facilities to the owner of Lot 2 as shown on a plan drawn by L.G. Brackett & Co., Civil Engineers, dated March 10, 1956, as modified and approved by the Court, filed in the Land Registration Office, a copy of which is filed with the original Certificate of Title No. 63320 as Plan No. 27256A, for the purpose of passing and repassing in order to access the rear portion of Lot 2, as the Trustee may deem appropriate in his reasonable discretion.

Exhibit B

Incorporated by reference into and made a part of the Master Deed of 39 Chappie Street Condominium, 39 Chappie Street, Charlestown, Suffolk County, Massachusetts.

DESCRIPTION OF BUILDING

There is one building on the land, which is described on Exhibit A to this Master Deed. The Building is a four-story building, consisting of a basement level, first floor, second floor and third floor. The exterior of the building is constructed principally of hardyboard, vinyl siding and aluminum siding. The floor joists and the roof joists are wood. The foundation is concrete. The roof is rubber membrane. There are three (3) residential units. Unit one is located on the first floor. Unit 2 is located on the second floor of the Building. Unit 3 is located on the third floor (with the entrance door located on the second floor) and includes certain rights in connection with the roof of the building. The Building is accessed by an exterior stairway in the front and a doorway on the right side of the building.

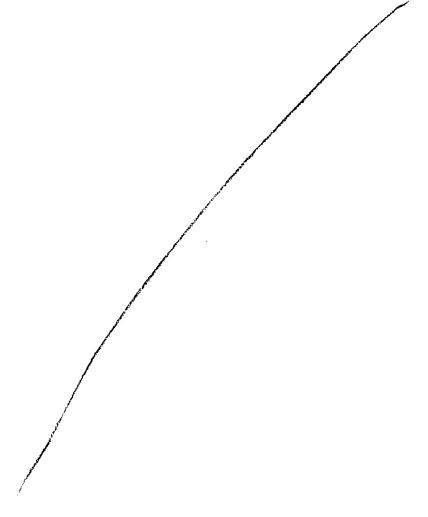


Exhibit C

Incorporated by reference into and made a part of the Master Deed of 39 Chappie Street Condominium, 39 Chappie Street, Charlestown, Suffolk County, Massachusetts.

DESCRIPTION OF UNITS

Unit designation of each unit and statement of its location, approximate area, number of rooms, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room; B=Bathroom; SN=Study

Unit Designation	Statement of Unit Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Proportionate Interest of Unit in Common Areas and Facilities
1	First Floor	835	5 Rooms (K, LR, B, 2BR)	31%
2	Second Floor	897	6 Rooms (K, LR, 2B, 2BR)	33%
3	Third Floor	1058	6 Rooms (K, LR, 2B, 2BR)	36%

Each unit has immediate access to the common areas and the exterior of the Building through (1) the front hallway of the Building, and (2) the rear hallway to the Building.

Unit 1 includes the exclusive right to use (1) the deck off of the back hall on the first floor as shown on the Site Plan, subject to the right of the other Unit owners and their guests to pass over the deck to access the rear entrance and common areas of the Condominium,, (2) the washer and dryer hookups in the basement, (3) Storage Unit 1 in the basement, as shown on the Master Plans, and (4) the closet on the first floor in the front hallway of the building.

Unit 2 has the exclusive right to use (1) the deck off of the back hall on the second floor, and (2) Storage Unit 2 in the basement, as shown on the Master Plans.

Unit 3 includes the stairway from the second to the third floor in the front hallway of the house.

Unit 3 has the exclusive right to use (1) the deck of of the back hall on the third floor, (2) Storage

Unit 3 in the basement, as shown on the Master Plans, (3) the stairs from the third floor to the roof

(subject to the right of the owner of Unit 2 and his order gents to use the stairs for the purpose of
accessing the HVAC condenser for Unit 2 located on the roof of the building), and (4) roof rights
in accordance with the terms and provisions of this Master Leed.

The rear decks are a part of the common area and shall be mintained by the condominium association.

(99855 DOC No:

SUFFOLK LAND COURT

REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION ** On: Feb 07,2012 at 10:50A Opcument Fee: 125.00 Rec Total:\$1:450.00

CERTIFICATE No: C 666 BK 00666 PG Q

ALS0 NOTED ON: CERT 128096 BK 636 PG 96

Francis M. Roache Asst. Recorder of Land Court

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