



2012 00012588

Bk: 48496 Pg: 338

Page: 1 of 11 02/03/2012 02:11 PM WD

CONDOMINIUM MASTER DEED  
62-66 MILFORD STREET CONDOMINIUM  
62-66 MILFORD STREET  
MENDON, MASSACHUSETTS

**(a) Creation of Condominium.**

11 The undersigned, Emma J. Lilly as Manager of La Belle Maison LLC, a Massachusetts limited liability company having an address at 2 Corinthian Way, Georgetown, Essex County, Massachusetts 01833 (collectively the "Declarant") being the sole owner of the land with the buildings thereon on with the post office address of 62-66 Milford Street, Mendon, Worcester County, Massachusetts 01756, 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, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state that he proposes to create, and do 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 which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, (the "Land") together with the building and improvements thereon.

**(c) Description of Buildings.**

There are three (3) buildings, on the Land. The buildings are described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

**(d) Description of Units, Concrete Pads, Walkways, Yards, Decks, Patios, Heating System, Parking and Amenities.**

I. Units.

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, 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.

- (i) The boundaries of each of the units consist of the exterior surface of each building including but not limited to the roofs, chimneys, outer walls, outer doors, windows, skylights, bulk heads and foundations.

The purpose is to create ownership of each unit of the entire structure of each of the buildings on the Land.

II. Concrete Pads, Walkways, and Yards.

- (i) That portion of the yard designated on the Master Plans as "Unit 62/Yard/Exclusive Use" is Limited Common Area for the exclusive use of Unit 62.

KLIME + CORDON LLP  
233 NEEDHAM STREET  
NEWTON, MA 02464

- (ii) That portion of the yard designated on the Master Plans as "Unit 66/Yard/Exclusive Use" is Limited Common Area for the exclusive use of Unit 66.
- (iii) The owner of each unit shall have the easement and right to construct a deck or decks, a patio or patios or amenities (the "Amenities") consistent the use of a yard of a single family home, in their respective yard exclusive use area. The Amenities shall be constructed in accordance with law and in conformity of the character and design of the land and other buildings thereon, including but not limited to the matters hereinafter set forth in subparagraph iv of this paragraph (d) II. Each Unit Owner shall have the right to place or to maintain existing garden type furniture accessories and portable sheds in their respective yard exclusive use area.
- (iv) The concrete pads shown on the Site Plan shall be for the exclusive use of Unit 62 and the walkway shown on the Site Plan shall be for the exclusive use of Unit 66; the driveway as shown on the Site Plan shall be for the exclusive use of Unit 62 except for that portion reasonably required for ingress and egress for Unit 66 which shall be a common area for the use of both units.
- (v) The Amenities constructed shall not be enclosed. No permanent structure may be constructed on a yard exclusive use area. No change in color or design of any exclusive use area shall be made except with the prior written permission of the Trustees of the Condominium Trust in each instance. The responsibility to maintain and repair and replace the yard exclusive use area, the Amenities shall be that of the owner of the Unit to which said area is appurtenant. Each Unit Owners shall maintain their respective exclusive use area in a neat, safe, and orderly condition.

### III. Heating Systems, Washer/Dryer and Electric Panels.

- (i) Each building designated as "existing dwelling" on the Site Plan is served by an oil fuel burner and electric hot water heater, located in the basement of each unit, and piping, wiring and equipment appurtenant thereto are hereinafter called the "HVAC Equipment". The HVAC Equipment, (including the aforementioned burners and hot water heaters, and all piping, wiring and equipment appurtenant thereto) whether located within or without the units, is appurtenant to the unit which it serves, and the entire cost of maintenance, gas or fuel, electric fuel, operation, repair, maintenance and replacement of the HVAC Equipment shall be the responsibility of the individual Unit Owner of the unit served by the HVAC. Each Unit Owner shall have an easement to use, maintain, operate, repair and replace the HVAC Equipment serving his unit and located in the common areas and facilities or in the other unit, and each Unit Owner shall be subject to such easement in favor of the other Unit Owner.
- (ii) The washer/dryer connection serving Unit 62 is located on the first floor of said unit; the washer/dryer connection serving Unit 66 and the electric panels serving both units are located in the basement. The washer/dryer connections and electrical panels are for the exclusive use of the area to which they are appurtenant.

### IV. Parking.

- (i) The owner of Unit 62 shall have the right to park vehicles in the building designated "garage" on the Site Plan as well as use same for any other lawful purpose that the garage, which forms a part of Unit 62, may lawfully be used.
- (ii) The owner of each unit shall have the right to create parking spaces for vehicles, as hereinafter defined, on their respective exclusive use areas providing that said parking spaces and the access to same are paved or consist of bituminous hardtop or gravel.

(iii) The responsibility to maintain, repair and replace the parking spaces shall be that of the Unit Owner of the unit to which such parking spaces are appurtenant said unit shall maintain the parking spaces and the access areas leading thereto in a neat, safe and orderly condition.

(iv) Any parking space located on the exclusive use area may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Parking spaces shall not be used for storage. No walls shall be built around parking spaces. No parking space shall be used for the purpose of parking boats, trailers, unregistered vehicles, or inoperable vehicles. However, canoes and kayaks on automobile roof racks shall be permitted. The parking spaces must be located on the exclusive use area of the unit to which said area is appurtenant.

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

The common areas and facilities of the Condominium consists 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.

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

- (1) the land described in paragraph (b) ("Description of Land") of this Master Deed, subject to the provisions regarding parking set forth in Section (d)IV hereof;
- (2) installations of central services such as power, light, drains, hot and cold water, vents and heating, lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within, or without such unit, are a part of the unit which it services and is not a part of the common areas and facilities;
- (3) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the buildings outside of the units and all installations, if any, outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;
- (4) the fence, as shown on the site plan recorded with the Master Plans marking a portion of the dividing line of the yard exclusive use areas Limited Common Areas; and
- (5) 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. 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) Master Plans.**

A set of the floor plans of the buildings 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, as built, all pursuant to Massachusetts General Laws, Chapter 183A, have 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.

**(g) Use of Units.**

- (I) The buildings of both units are intended only for residential purposes, provided, however, that 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, or in the case of the garage, for the parking of vehicles or for any other lawful purpose consistent with this section g (I);
- (II) No unit shall be used or maintained in a manner inconsistent with the By-Laws 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 (i) vote of the owners of both units, and (ii) the assent of not less than one hundred (100%) percent 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) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Worcester District Registry of Deeds, provided, however, that:
  - (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Worcester District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place; and
  - (ii) 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 as expressed in this Master Deed shall not be altered without the consent of one hundred (100%) percent Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
  - (iii) No instrument of amendment which 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
  - (iv) No instrument of amendment which alters the rights of the Declarant, or the rights of Unit Owners respecting any exclusive use area, shall be of any force or effect unless

the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium; or the owners of Units entitled to any exclusive use area with respect to any proposed amendment dealing with any exclusive use area; and

(v) No instrument of amendment which 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.

(vi) Except for collection of common expenses and special assessments due under section 2, in the event the Unit Owners or the Trustees of this Trust do not agree on any matter or cannot make a decision because of a lack of concurrence by the Unit Owners or the Trustees, the dispute shall be submitted to the American Arbitration Association.

II. 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, Massachusetts Housing Finance Agency, 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 which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 62-66 Milford Street Condominium Trust under Declaration of Trust of even date to be recorded herewith. The address of the Trust is 62-66 Milford Street, Mendon, Massachusetts 01756. Said Declaration of Trust establishes that both 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 names and address of the Trustees of said Trust and their term of office are as follows:

Emma J. Lilly of 2 Corinthian Way, Georgetown, Massachusetts 01833

Term: As set forth in Section III. (a)(i) of the Declaration of Trust of 62-66 Milford Street Condominium Trust.

The Trustees have enacted By-Laws 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 "62-66 Milford 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 buildings, 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 buildings 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 buildings stands.

**(l) Septic Systems**

A separate septic system serves each unit. Each septic system is located in that portion of the rear yard of the Land designated on the aforesaid Site Plan as "Septic System Area". Each septic system is located on both sides of the division of the yard exclusive use area. Each Unit Owner shall have an easement in common with the owner of the other unit to access the other unit's yard exclusive use area to inspect the septic system serving said Unit Owners unit, to remove violations therefrom and to maintain, repair or replace any portions of the septic systems. Said owner shall be responsible to restore that portion of the other Unit Owner's yard exclusive use area disturbed as a result of said inspection, removing of violations, maintenance, repair, or replacement.

**(m) All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust.**

All present and future owners, visitors, servants and occupants of units and Parking Spaces 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 by-laws, and the 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 are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering 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 by-laws and rules and regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of 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 31 of the By-Laws 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 which 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.

Executed as a sealed instrument this 2 day of February, 2012

La Belle Maison LLC

By: *Emma J. Lilly*, Manager  
Emma J. Lilly, Manager

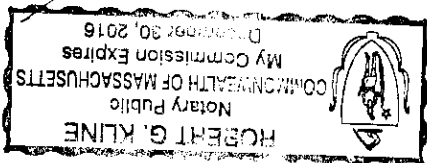
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 2, 2012

On this 2<sup>nd</sup> day of February, 2012, before me, the undersigned notary public, personally appeared Emma J. Lilly, as Manager of La Belle Maison LLC, proved to me through satisfactory evidence of identification which was a Massachusetts Operator License, to be the person whose name is signed on the preceding document, acknowledged to me that she signed it voluntarily for its stated purpose.

*Robert G. Kline*  
Robert G. Kline, Notary



62-66 MILFORD STREET CONDOMINIUM  
62-66 MILFORD STREET  
MENDON, MASSACHUSETTS

**EXHIBIT A**

Incorporated by reference into and made a part of the Master Deed of the 62-66 Milford Street Condominium, 62-66 Milford Street, Mendon, Worcester County, Massachusetts.

**DESCRIPTION OF LAND**

A certain parcel of land with the buildings thereon, situated on the northerly side of Mendon Street and bounded and described as follows:

**TRACT ONE:**

Beginning at the southeasterly corner of the granted premises on the northerly side of said street; thence westerly along said street, sixty (60) feet; thence northerly along land of one formerly of Millard Bracci, two hundred (200) feet; thence easterly on a line parallel with the northerly side of said street, eighty-four (84) feet; thence southerly by land now or formerly of Barbara N. Raad, two hundred (200) feet to the point of beginning.

Said premises are shown on "Plan of Land in Mendon, Mass., owned by John J. Harrington, March 10, 1927", Henry W. Gaskill, C.E., being lot marked "Harrington", between that of Bracci and Raad, which plan is recorded with Worcester District Registry of Deeds, Plan Book 49. Plan 34.

Being the same premises conveyed by deed of Merrill R. Bracci, dated August 30, 1948, and recorded with Worcester District Registry of Deeds, Book 3144, Page 96.

**TRACT TWO:**

A certain tract of land, together with the buildings thereon, in Mendon in the County and Commonwealth aforesaid, situated on the westerly side of the road leading from Mendon to Milford, and bounded and described as follows:

Beginning at a stone wall at the northeasterly corner of the granted premises at land now or formerly of one Broughey and said road;

Thence westerly along said Broughey land two hundred (200) feet to a stake at land now or formerly of John J. Harrington; thence southerly along said Harrington land, 200 feet to a stake at other land, now or formerly of said Harrington; thence easterly along other land now or formerly of said Harrington, two hundred (200) feet to the road above mentioned; thence northerly along said road, 27.56 feet, more or less, to a point; thence N. 28° 41' W., 71.59 feet to a point; thence N. 36° 20' E., 70 feet to a point; thence S. 53° 44' E., 65 feet to a point in the westerly side of said street; thence northerly along said road, 72.44 feet to the point of beginning.



Being a part of the premises conveyed by deed of Phyllis M. Bowles dated September 15, 1945 and recorded with Worcester District Registry of Deeds, Book 2969, Page 199.

TRACT two hereinabove described is subject to a Right of Way, bounded and described as follows: BEGINNING at a stone wall at the northeasterly corner of the premises described in Tract Two in the above described land of one Broughey and the westerly side of the road leading from Mendon to Milford on Route 16; Thence running S. 60° 33' W., 79.47 feet to a point; thence running S. 53° 44' E., 32.79 feet to an iron pin on the road, thence running N. 36° 12' W., 72.44 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Mortgagor by Deed recorded with Worcester District Registry of Deed in Book 47272, Page 219.

Said premises are subject to the following Permitted Encumbrances:

1. Taking by the Commonwealth of Massachusetts acting by and through the Department of Public Works for the alteration of a State Highway recorded with Worcester District Registry of Deeds in Book 5230, Page 238 as affected by a Deed dated November 24, 1950 recorded with Worcester District Registry of Deeds in Book 3306, Page 80.
2. Right of Way granted July 24, 1956 together with the right to use septic system, the right to draw water from an artisan well for use in operating a gas station all as same may be in force and applicable, recorded with Worcester District Registry of Deeds in Book 3790, Page 504.
3. Grant of Easement to Massachusetts Electric Corp. and New England Telephone and Telegraph Company for transmission of electric current dated June 28, 1999 recorded with Worcester District Registry of Deeds in Book 2166, Page 74.
4. Grant of the Right and Easement to Massachusetts Electric Corp. and New England Telephone and Telegraph Company for wires and cables dated August 5, 1999 recorded with Worcester District Registry of Deeds in Book 22335, Page 78.

62-66 MILFORD STREET CONDOMINIUM  
62-66 MILFORD STREET  
MENDON, MASSACHUSETTS

**EXHIBIT B**

Incorporated by reference into and made a part of the Master Deed of the 62-66 Milford Street Condominium, 62-66 Milford Street, Mendon, Worcester County, Massachusetts.

DESCRIPTION OF BUILDINGS

There are three buildings on the Land. The buildings are designated as "existing dwelling number 62" and "garage" on the said Site Plan constitute Unit No. 62; the building designated "existing number 66" on the Site Plan constitutes Unit No. 66.

Unit No. 62 consists of two buildings as set forth above. The building designated existing dwelling number 62 is a two story building with a basement, the foundation of which is stone and cement, with vinyl siding and a rubber asphalt roof.

The building designated as "garage" is a one story building concrete slab with vinyl siding and a rubber asphalt roof.

Unit No. 66 consists of a two story building with a basement, the foundation of which is stone and cement, with vinyl siding and a rubber asphalt roof.

62-66 MILFORD STREET CONDOMINIUM  
62-66 MILFORD STREET  
MENDON, MASSACHUSETTS

**EXHIBIT C**

Incorporated by reference into and made a part of the Master Deed of the 62-66 Milford Street Condominium, 62-66 Milford Street, Mendon, Worcester County, Massachusetts.

DESCRIPTION OF UNITS

The unit designation of each unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium, are as set forth in this Exhibit C:

Key: B=Bathroom; BR=Bedroom; K=Kitchen; FR= Family Room; L= Laundry; LR=Living Room; BF = Breakfast Room; BSMT = Basement;

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
Unit 62	Stand alone as shown on Site Plan	2,228	K, FR, 3BR, LR, 2B, L, BF and BSMT	Front door (main entrance), side door, and bulk head from BSMT,	50%
Garage	One room	530	1	Front Doors	
Unit 66	Stands alone as shown on Site Plan	1,200	K, 4BR, LR, 2B, FR, BSMT	Front door (main entrance), side door and bulk head from BSMT	50%

Unit 62 consists of a kitchen, family room, living room, bathroom, laundry room and breakfast room on the first floor, three bedrooms and a bathroom on the second floor and a basement containing the utilities serving the unit.

The garage (part of Unit 62) consists of one room

Unit 66 consists of a kitchen, family room, living room, bathroom on the first floor, four bedrooms and a bathroom on the second and a basement containing the utilities serving the unit and laundry connection.