Worcester South District Registry of Deeds Electronically Recorded Document

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MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
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Ctrl# 245782 10895 Doc# 00134098 Fee: \$1,664.40 Cons: \$365,000.00

Worcester South District Registry of Deeds Kathryn A. Toomey, Register 90 Front St Worcester, MA 01608 (508) 798-7717

QUITCLAIM DEED

We, Stacy M. Rose and Gregory Rose Jr., a married couple, of 62 Milford Street, Unit 62, Mendon, Massachusetts, 01756,

For consideration paid and in full consideration of THREE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$365,000.00),

Grant to

Jason D. Milanesi and Heather M. Milanesi, husband and wife, as tenants by the entirety, both now of 62 Milford Street, Unit 62, Mendon, Massachusetts, 01756,

With quitclaim covenants,

The Condominium Unit known as Condominium Unit Number 62 (hereinafter called the "Subject Unit"), in the Condominium known as 62-66 Milford Street Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated February 2, 2012, and recorded on February 3, 2012, in the Worcester County Registry of Deeds, in Book 48496, Page 338 (hereinafter called the "Master Deed").

The post office address of the Condominium is 62 Milford Street, Mendon, Worcester County, Massachusetts 01756. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Las, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Worcester District Registry of Deeds and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, is affixed to said Master Plans.

The Subject Unit is hereby conveyed together with:

- 1. An undivided Fifty and 00/100 percent (50%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
- 2. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building or that may come into existence hereafter as a 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 made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the 62-66 Milford Street 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; and
- 3. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions off the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

- 1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) Settling of the Building; or
 - (2) Condemnation of eminent domain proceedings; or
 - (3) Alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may from time to time amended, or the provisions of the Declaration of Trust of the 62-66 Milford Street 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.
- 2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lings and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
- 3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the 62-66 Milford Street Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the 62-66 Milford Street Condominium Trust, Bylaws and Rules and Regulations, dated February 2, 2012, are recorded in the Worcester District Registry of Deeds, in Book 48496, Page 349)m as the same may be amended from time to time by instruments recorded with said Deeds, which provisions,

together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;

- 4. Easements, rights obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
- 5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is intended only for residential use provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; and (ii) only if and to the extent that such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such an office and/or artist's studio use set forth in the Bylaws of the 62-66 Milford Street Condominium Trust and Rules and Regulations, if any, thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or this Unit Deed, or the 62-66 Milford Street Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may from time to time be amended.

Subject further to and with the benefit of easements, reservations, restrictions, rights and ways insofar as the same are in force and effect.

Grantors release any and all homestead rights to the within premises, whether created by declaration or operation of law, and further state under the pains and penalties of perjury that there are no other individuals entitled homestead rights to the property being conveyed herein.

For title, see deed into Grantors recorded in Book 56332, Page 198.

[Signature page to follow]

EXECUTED as a sealed instrument this $13^{4/2}$ day of December, 2022.
 Stacy M. Rose Gregory Rose Jr. Gregory Rose Jr.
COMMONWEALTH OF MASSACHUSETTS County of Worcester On this 13 day of December, 2022, before me, the undersigned notary public, personally appeared Stacy M. Rose and Gregory Rose Jr., proved to me through satisfactory evidence of identification, which was [V] MA driver's license or [] Other
DENISE D. SCHUBE Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires September 14, 2029