

Removal  
B. 22319  
P. 379

## MASTER DEED

OF

14-16 BLACKSTONE STREET  
CONDOMINIUM

BRIAN R. SAN SOUCI and ELLEN M. SAN SOUCI of Mendon and BEVERLY A. COSTELLO of Hopedale, Worcester County, Massachusetts, being the owners of the land situated on 14-16 Blackstone Street, Mendon, in Worcester County, described in Exhibit "A" attached hereto, by duly executing and recording this Master Deed, do hereby submit said land together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts as from time to time amended, and do hereby state that they propose to create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. NAME OF CONDOMINIUM AND TRUST TO MANAGE SAME

The name of the Condominium shall be 14-16 Blackstone Street Condominium. A trust through which the unit Owners will manage and regulate the Condominium has been established under the name 14-16 Blackstone Street Condominium Trust, under Declaration of Trust to be recorded herewith. All Unit Owners are beneficiaries of said Trust in proportion to their respective beneficial interests. The names and address of the original Trustees thereof are Brian R. San Souci of Mendon and Beverly A. Costello of Hopedale, Mass. They and any and all others who may be added, pursuant to the terms of the Trust are hereinafter collectively referred to as the "Trustees", which term shall include their successors in trust.

\* 93313

The terms of said Declaration of Trust have been enacted as, and comprise, the Bylaws of the Trust as specified in said Chapter 183A.

2. DESCRIPTION OF LAND

The premises which constitute the Condominium comprise the land situated in Mendon in said Worcester County, together with buildings and improvements thereon, as shown on the Plans to be recorded herewith, and as more specifically described in Exhibit "A" to the Master Deed. Said land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of, easements, encumbrances, restrictions, reservations and appurtenant rights of record so far as the same may now be in force and applicable, as described in Exhibit "A".

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RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT SEP 29 1988

### 3. DESCRIPTION OF BUILDING

The location of the Building is as shown on the Plan recorded and filed herewith. The description of the Building as built, stating the number of stories, the number of Units, and the principal materials of which it is constructed, is set forth and described in Exhibit "B" attached hereto.

### 4. DESCRIPTION OF UNITS

The Condominium Units and their designations, locations, approximate area, number of rooms, immediately accessible common areas, undivided interest in the common areas and other descriptive specifications thereon are set forth in Exhibit "C" attached hereto and as shown on Plan as 14-16 Blackstone Street Condominium dated October 30, 1987, filed herewith. *IN PLAN BOOK 607 PLAN 52 AND PLAN BOOK 607 PLAN 53*

The Percentage of interest of the respective Units in the Common Elements (as hereinafter defined) set forth in Exhibit "C" have been determined on the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all the Units on this date. Unit No. 14 contains 1,979 square feet, and Unit No. 16 contains 2,202 square feet.

### 5. COMMON ELEMENTS

The Common Areas and Parts of the Condominium, hereinafter called the Common Elements, consist of that portion of the property, as defined above, exclusive of Units including without limitation, the following:

- A. The land described in Exhibit "A" with the benefit of and subject to all easements, encumbrances, restrictions, reservations and appurtenant rights of record, so far as the same may now be in force and applicable.
- B. All areas of each building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, and without limiting the generality of the foregoing:
  - i.) The foundations, structural columns and elements, studs, supports, beams, floors, roofs and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not part of the Unit.
  - ii.) The common basement hallways, if any.
  - iii.) Installations of services such as power and light, gas, telephone, hot and cold water and heating, including all equipment attendant thereto (but not including any such equipment contained wholly within and servicing but a single Unit).

- iv.) All conduits, ducts, pipes, plumbing, wiring electric meters and gas meters, other than those servicing but a single Unit, and other facilities for the furnishing of utility services of all kinds which are contained in portions of the building contributing to the structure of support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Trustees of 14-16 Blackstone Street Condominium Trust for maintenance, repair, replacement and the like; all other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building.
- v.) All sewer and drainage pipes not within the boundaries of the Units.
- vi.) All areas of the Building containing central heating, not within any Unit.
- vii.) The yards, lawns, plantings, trees, driveways and walkways, provided, however, that each Unit shall have appurtenant to it, the exclusive right and easement to use that portion of said yards, lawns, plantings, trees, driveways, walkways, decks, porches, garages and sheds, if any, as are contiguous thereto, and as are designated on the Site Plan as "Exclusive Use Area" or use for a particular unit, subject to the rights of the other Unit Owners to pass over and through the limited common areas in the event of an emergency requiring such use.
- viii.) All other items listed in said Chapter 193A and located upon the property.

The owners of each Unit shall be entitled to use the Common Elements in accordance with their intended use and shall own an undivided interest in said Common Elements in the percentage set forth in said Exhibit "C". The Common Elements shall be used, owned and regulated in accordance with and subject to the provisions of the 14-16 Blackstone Street Condominium Trust and its by-laws as now exist or as may be amended from time to time, and subject to the rules and regulations promulgated pursuant thereto. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument.

#### 6. COMMON ELEMENTS LOCATED WITHIN UNITS - ACCESS

Each Unit Owner shall have an easement in common with the Owner of the other Unit to use all pipes, wires, ducts, flues, cables, conduits and public utility lines and other Common Elements located in the other Unit or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the Owner of the other Unit to use said facilities and other Common Elements located in such Unit and serving the other Unit. Any person authorized by the Trustees shall have a right of access to each Unit, at reasonable times, and upon reasonable notice, except in emergencies, for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in any Unit. In cases of emergencies, such right of entry shall be immediate whether the Unit Owner is present or not.

#### 7. ENCROACHMENT

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon the other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees; (b) settling of all or a portion of the Building; (c) repair or restoration of any Unit after damage by fire or other casualty; or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building stands.

#### 8. FLOOR PLAN

Simultaneously with the recording hereof there has been recorded the floor plan of the Building, showing the layout, location, Unit Numbers and dimensions of the Units, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer or land surveyor, certifying that the plan fully and accurately depicts the layout, location, Unit Numbers and dimensions of the Units as built.

#### 9. USE OF BUILDINGS AND UNITS - RESTRICTIONS

Each of the Units may be used only for residential purposes permitted by the Zoning Bylaws of the Town of Mendon. No animals or reptiles shall be kept or bred in any Unit or in the Common Elements, except that dogs, cats or household pets may be kept subject to the Rules and Regulations of the Trust, for domestic and not commercial purposes, and provided further that any bothersome or noisome pet shall be removed from the Condominium by its Owner upon reasonable notice from the Trustees to do so.

The architectural integrity of the Building and the Units shall be preserved without modification; and to that end, without limiting the generality of the foregoing, no sign (including "for sale" and "for rent" signs), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof without the prior written consent of the Trustees.

No additional porch, deck, balcony, fence, awning or sign shall be erected or maintained upon the Property without the prior written consent of the Trustees.

Each Unit Owner shall keep the exterior of his Unit and areas appurtenant thereto free of rubbish, litter or debris, consistent with the Trust Rules and Regulations and consonant with good order and the health, safety and convenience of the other Unit Owners.

No nuisance shall be allowed which annoys other Unit Owners or which interferes with the peaceful use and occupancy of the Property by others, and no illegal or offensive use shall be made of the Property at any time. Any violations of valid laws, bylaws, regulations and the like shall be cured at the sole expense of the violator, consistent with the Rules and Regulations.

The foregoing provisions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Elements, and they shall be enforceable solely by the Trustees in their discretion, and shall, insofar as permitted by law, be perpetual, and to that end may be extended or amended as may be necessary or appropriate in the discretion of the Trustees.

A majority of the Trustees in office may adopt Rules and Regulations as they deem appropriate to insure that the Building and Units are used consistently herewith.

Nothing contained herein shall be construed so as to restrict the right of Unit Owners to decorate the interior of his or her Unit according to his or her individual tastes, or to utilize any of the rooms or areas wholly within in the manner selected by said Unit Owner, or to remodel the interior of any Unit in any fashion.

#### 10. MASTER DEED - AMENDMENTS

This Master Deed may be amended by an instrument in writing signed by the owners of one hundred percent (100%) of the beneficial interests in the Condominium, signed and acknowledged by a majority of the Trustees of the Trust and duly recorded with the Worcester District Registry of Deeds, provided that any such amendments hereto shall be consistent with the provisions of said Chapter 183A.

All Unit Owners, tenants, visitors, or other occupants of the Units shall be subject to the provisions of this Master Deed, the Unit Deed, the Trust Declaration and any rules and regulations promulgated pursuant thereto, as they now exist or as they may be amended from time to time. Acceptance of a Unit Deed or occupancy of a Unit shall constitute an acceptance and ratification of the Condominium Documents, and all of their provisions shall be deemed 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 and stipulated at length in each and every deed or conveyance or lease thereof.

11. INVALIDITY

The invalidity of any provisions 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

12. WAIVER

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

13. 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 nor the intent of any provisions hereof.

14. COMPLIANCE

This Master Deed is set forth to comply with the requirements of said Chapter 183A, and each Unit and the Common Elements, the Unit Owners and Trustees, shall have the benefit thereof and shall be subject to its provisions, and all matters not specified or provided for in this Master Deed shall be regulated in accordance with the provisions of said Chapter 183A, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common elements and with respect to the removal of the Condominium or any portion thereof from the provisions of said Chapter 183A.

15. MEANING OF TERMS

All terms and expressions utilized herein which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

IN WITNESS WHEREOF, the said Brian R. San Souci,  
Ellen M. San Souci and Beverly A. Costello have affixed their hands  
and seals this 29<sup>th</sup> day of SEPT. , 1988.

Brian R. San Souci  
Brian R. San Souci

Ellen M. San Souci  
Ellen M. San Souci

Beverly A. Costello  
Beverly A. Costello

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SEPT. 29. 1988

Then personally appeared the above-named Brian R. San Souci,  
Ellen M. San Souci and Beverly A. Costello and acknowledged the  
foregoing instrument to be their free act and deed,

Before me,

David T. Pagnini  
David T. Pagnini, Notary Public  
My Commission Expires: 11/2/90

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EXHIBIT "A"

The land in Mendon with the buildings thereon, on the easterly side of Blackstone Street, a public way in Mendon, Worcester County, Massachusetts, being more particularly bounded and described as follows:

BEGINNING at a point at the northeasterly corner of the granted premises;  
THENCE South 53° 08' 16" East, 269.35 feet and bounded by other land of the grantor to a point;  
THENCE South 25° 28' 19" West and bounded easterly by other land of the grantor, 154.42 feet to a point;  
THENCE North 52° 00' 00" West and bounded southerly by said grantor's land, 267 feet to a point;  
THENCE North 23° 00' 00" East and bounded westerly by said Blackstone Street, 134 feet;  
THENCE North 34° 00' 00" East and bounded by said Blackstone Street, 16 feet to the point of beginning.

Being Parcel 1, containing an area of 40,002 square feet, more or less, on a Plan entitled: "Plan of Land in Mendon, Mass., Property of Evert Vanderlinde, Scale: 30' to an inch, Date: November 10, 1975, Guerriere and Halnon, Inc., Engineering and Land Surveying, 326 West Street, Milford, Mass." filed with Worcester District Registry of Deeds, Plan Book 418, Page 90.

Subject to water rights and rights to American Telephone and Telegraph Company recorded in Book 1895, Page 403.

Subject to pole and wire rights to American Telephone and Telegraph Company recorded in Book 4671, Page 319 and shown on Plan Book 300, Plan 63.

Subject to road way rights to American Telephone and Telegraph Company recorded in Book 5315, Page 255.

Subject to and together with well rights and obligations recorded in Book 5944, Page 344 and shown on Plan Book 424, Plan 122.

For our title, see deed of Douglas G. Quaglioroli dated June 28, 1985, recorded in Book 8744, Page 40.



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EXHIBIT "B"

The building has two floors above a full basement, contains two residential units and is constructed with concrete foundation, wood framing, cedar clapboard and asphalt shingles.

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EXHIBIT "C"

BOOK 11645 PAGE 349

Percentage interest of common elements of Units.

<u>Unit Number</u>	<u>Percentage Interest</u>
14	50%
16	50%

Units one and two each have access to two (2) exterior doors on the first floor.

The units have access to the basement through the bulkheads appurtenant to each unit.

The boundaries of each of the units with respect to the floors, ceilings and the walls, doors and windows thereof, are as follows:

- (i) Floors: the upper surface of the subflooring and the upper surface of the concrete floor in basement;
- (ii) Ceilings: the plain of the lower surface of the ceiling joists, roof rafters and ridge poles;
- (iii) Walls: the surface facing the unit of the basement walls and the plain of the surface facing the unit of the wall studs with respect to walls above the first floor level;
- (iv) Doors and Windows: as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames.

Description of Units:

- Unit 14: First floor consists of living room and kitchen and two entry areas; second floor consists of two bedrooms, hallway area and bathroom; attic consists of unfinished open space; cellar consists of unfinished open space; together with the exclusive use of the front and side stairways and the parking area designated "Parking for #14" as shown on said plans.
- Unit 16: First floor consists of living room, kitchen, bathroom and two entry areas; second floor consists of three bedrooms, bathroom and hallway area; cellar consists of unfinished open space; attic consists of unfinished open space; together with the exclusive use of the front and side stairways, deck, and the parking area designated "Parking for #16", all as shown on said plans.

ATTEST: WORC., Anthony J. Vigliotti, Register