

WALCOTT VALLEY TOWNHOUSE CONDOMINIUM
MASTER DEED

Wendell Berman, Michael Radasch, James T. Diamond, and Richard A. L'Europa, as Trustees of Walcott Valley Realty Trust, under Declaration of Trust dated July 26, 1971, recorded with Middlesex South Deeds, Book 12047, Page 686, as amended by document recorded with said Deeds in Book 12450, Page 573 (hereinafter referred to as "Sponsor"), being the sole owners of the land on Walcott Street, Hopkinton, Middlesex County, Massachusetts, described in Paragraph 1 below, do hereby, by duly executing and recording this Master Deed, submit said land and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby state that they propose to create, and do hereby create with respect to the Property a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land. That certain parcel of land situated in Hopkinton, Middlesex County, Commonwealth of Massachusetts as shown on the plan entitled "Plan of Land Hopkinton, Mass., owned by: Hopkinton Holliston Realty Trust Scale 1" - 40' March 1, 1973 Bradford Salvetz & Associates, Inc. Consulting Civil Engineers Quincy, Mass.," said plan being duly recorded with Middlesex South Deeds in Record Book 12395, at Page 145, and more particularly bounded and described as follows:

Beginning at a point on the east side of Walcott Street at the corner of land now or formerly of Pedro Gonzales, thence N. 00° 46' 38" E., Three Hundred Forty-Nine and 14/100 (349.14) feet by Walcott Street over a ten (10) foot wide easement for a highway as shown on said plan, to the northeast corner of C Street; thence

759 SEE PLAN IN RECORD BOOK 12460 PAGE 367
766 SEE PLAN IN RECORD BOOK 12460 PAGE 367

BOOK 13460 P 1890
BOOK 15595 P 300
BOOK 13894 P 2
BOOK 16066

BOOK 16

BOOK 1564 P 360
BOOK 1595 P 228
BOOK 162 Page 3880
BOOK 163 P 138
BOOK 15548 P 250
BOOK 15246 P 333
BOOK 15441 P 291
BOOK 16294 P 5040
BOOK 16404 P 558

BOOK 12783 P 0380
BOOK 12783 P 0010
BOOK 14881 P 5230
BOOK 14881 P 5230
BOOK 15197 P 3330
BOOK 15246 P 3330
BOOK 15441 P 291
BOOK 16294 P 5040
BOOK 16404 P 558

BOOK 14881 P 5230
BOOK 15197 P 3330
BOOK 15246 P 3330
BOOK 15441 P 291
BOOK 16294 P 5040
BOOK 16404 P 558

- N. 87° 14' 11" W., Fifteen and 18/100 (15.18) feet by said 'C Street to the southeast corner of land now or formerly of John P. and Janet T. Linnehan; thence
- N. 03° 42' 05" E., Three hundred Thirty-Eight and 08/100 (338.08) feet by said land; thence turning and running
- N. 15° 51' 00" W., Two hundred Eighty-Two and 46/100 (282.46) feet by said land and by land now or formerly of John E. Jr., and Evelyn Cahill to a bend in a wall; thence along the wall
- N. 19° 28' 35" W., Two Hundred Eighty-Eight and 36/100 (288.36) feet; thence along said wall
- N. 18° 15' 12" W., Eighty and 35/100 (80.35) feet; thence turning and running
- N. 86° 29' 45" E., Seven Hundred Twenty-One and 23/100 (721.23) feet by land now or formerly of Toledo and Mary Rovinelli; thence turning and running by land now or formerly of William P. and Iris H. Mulhall in the following five (5) courses:
- S. 17° 00' 39" W., One Hundred Ninety-Four and 97/100 (194.97) feet; thence
- S. 17° 00' 31" W., Two Hundred Forty-Four and 98/100 (244.98) feet; thence
- S. 11° 29' 35" E., One Hundred Seventy-Two and 94/100 (172.94) feet; thence
- S. 11° 37' 43" E., Two Hundred Fifty-One and 44/100 (251.44) feet; thence
- S. 43° 02' 12" E., Two Hundred Forty-Four and 93/100 (244.93) feet; to the corner of land now or formerly of Clay T. Anderson; thence turning and running by said land
- S. 62° 43' 12" W., Two Hundred Fifty-Six and 96/100 (256.96) feet; thence by said land
- S. 13° 33' 49" E., Eighty-Two and 78/100 (82.78) feet to the corner of land now or formerly of Abbie G. McKennelly; thence by said land
- S. 67° 35' 01" W., One Hundred Twenty and 55/100 (120.55) feet; thence
- S. 67° 50' 05" W., Two Hundred Thirty-One and 29/100 (231.29) feet to the corner of land now or formerly of Pedro Gonzales; thence turning and running by said land

See Book 13572 Page 007

See Book 13361 Page 342

See Book 14287 Page 419

BOOK 16084 P 195

See Book 16127 Page 272

See Book 16127 Page 277

BOOK 16395 P 288

16906 P 190

N. 00° 46' 37" E., Forty-Five and 12/100 (45.12) feet; thence turning and running by said land

S. 68° 03' 01" W., One Hundred Thirty-Two and 00/100 (132.00) feet to the point of beginning

according to said Plan. Being the same premises conveyed to Sponsor by deed of Trustees of Hopkinton-Holliston Realty Trust recorded with said Deeds in Book 12056, Page 143.

Said parcel is subject to the following:

(i) An easement for highway purposes ten (10) feet in width abutting the easterly line of said Walcott Street as delineated on said Plan.

(ii) So much of said premises as is included within the area marked "OPEN SPACE (7.7+Acres)" on said Plan is subject to the terms and conditions of the covenant made to the Inhabitants of the Town of Hopkinton by Hopkinton-Holliston Realty Trust as set forth in instrument dated March 9, 1971 and recorded in Middlesex South Deeds, Book 11981, Page 184.

(iii) Rights of Hopkinton Railroad Company, its successors and assigns, in and to that portion of the land shown as "N.Y., N.H. & H. RR. Co. ASHLAND BRANCH" on said Plan.

(iv) Conditions of the Special Permit granted by decision of the Board of Appeals of the Town of Hopkinton dated March 3, 1971, notice of which was recorded in Middlesex South Deeds, Book 12109, Page 625.

2. Description of Buildings. Sponsor has constructed six buildings on said land. Each is a two story structure with an additional basement level and is constructed primarily of concrete

and masonry material. Building 1, (Hampshire House), 2 (Essex House), 3 (Chatham House), 4 (Windsor House) and 6 (Goddard House) contain 12 apartment units. Building 5 (Harwich House) contains six apartment units.

3. Description of Units. The designation of each Unit, a statement of its location, approximate area, number of rooms, immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth on Schedule A attached hereto and made a part hereof.

4. Description of the Common Areas and Facilities. The common areas and facilities of the Condominium (hereinafter the "Common Elements") consist of the entire Property including all parts of the buildings and improvements thereon, other than the Units, and include, without limitation, the following:

- (a) The land on which the buildings are erected;
- (b) All foundations, columns, girders, beams, supports, those portions of the exterior walls beyond the exposed face of the dry wall; those portions of the party walls located between the exposed faces of the dry wall enclosing the respective Units; the concrete floors; those portions of the roofs of the buildings beyond the interior surface; gutters; and other elements attached to the buildings but not included within the Units;
- (c) All land, lawns, gardens, roads, parking and other improved or unimproved areas not within the Units, provided however that each Unit Owner shall have an ease-

ment for the exclusive use of one designated parking space;

(d) All installations outside the Units for services such as power, light, telephone and water;

(e) All sewer and drainage pipes and sewerage disposal system;

(f) All terraces and balconies; provided, however, that each Unit Owner whose Unit has direct access to a terrace or balcony directly from the interior of his Unit shall have an easement for the exclusive use of such terrace or balcony;

(g) All other apparatus and installations existing in the buildings for common use or necessary or convenient to the existence, maintenance or safety of the buildings;

(h) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the Property.

5. Floor Plans. Simultaneously with the recording hereof there has been recorded a set of the floor plans of the buildings showing the layout, location, unit numbers and dimensions of the Units, stating the numbers of the buildings, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built.

6. Use of the Units. The buildings and each of the Units are intended only for residential purposes. No use may be made

of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use.

7. Amendment of Master Deed. This Deed may be amended by the vote of at least 66-2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in common interest of all Unit Owners.

8. Name of Condominium. The Condominium is to be known as "Walcott Valley Townhouse Condominium." An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the association is "Walcott Valley Townhouse Condominium Association." The names of the Board of Managers of said association, and their respective terms of office, are Wendell Berman, three years; Richard A. L'Europa, three years; James T. Diamond, two years; Michael A. Radasch, two years; and Walter Lemiska, one year.

9. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the Common Elements set forth in Schedule A hereto have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

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

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings.

12. Acquisition of Units by Board of Managers. In the event (a) any Unit Owner shall surrender his Unit, together with: (1) the undivided interest in the Common Elements appurtenant

thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws; (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (d) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

13. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. 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, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Property as set forth in Paragraph 1 above. The acceptance of a

deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such owner, tenant, 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 and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the condominium Unit Owner.

14. 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 provision had never been included herein.

15. 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.

16. 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 provision hereof.

17. 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.

IN WITNESS THEREOF, the Sponsor has executed this Master Deed under seal this 12 day of June, 1973.

Wendell Berman
Wendell Berman

Michael A. Radasch
Michael Radasch

James T. Diamond
James T. Diamond

Richard A. L'Europa
Richard A. L'Europa

As Trustees as aforesaid but
not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 12, 1973

Then personally appeared the above-named Richard A. L'Europa and acknowledged the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me,

Carol A. [Signature]
Notary Public

My commission expires: August 30, 1979

Schedule A of Master Deed
Welcott Valley Townhouse Condominium

Unit No.	Location	Approx. Area	No. of Rooms	Immediate Common Area for Access	Proportionate Interest in Common Areas
1	Hampshire House	544	3		1/3
2	"	1088	4		1/3
3	"	1088	4		1/3
4	"	1088	4		1/3
5	"	1088	4		1/3
6	"	1088	4		1/3
7	"	1088	4		1/3
8	"	1088	4		1/3
9	"	1088	4		1/3
10	"	1088	4		1/3
11	"	1088	4		1/3
12	"	544	3		1/3
13	Essex House	1088	4		1/4
14	"	1632	5		1/6
15	"	1632	5		1/6
16	"	1632	5		1/6
17	"	1632	5		1/6
18	"	1632	5		1/6
19	"	1632	5		1/6
20	"	1632	5		1/6
21	"	1632	5		1/6
22	"	1632	5		1/6
23	"	1088	4		1/4
24	"	1632	5		1/6
25	Chatham House	1088	4		1/4
26	"	1632	5		1/6
27	"	1632	5		1/6
28	"	1632	5		1/6
29	"	1632	5		1/6
30	"	1632	5		1/6
31	"	1632	5		1/6
32	"	1632	5		1/6
33	"	1632	5		1/6
34	"	1632	5		1/6
35	"	1632	5		1/6
36	"	1088	4		1/4

Cement entrance path adjacent to front door; terrace adjacent to rear sliding doors; cement steps adjacent to basement door.

Cement entrance path adjacent to front door; terrace adjacent to rear sliding doors.

Schedule A of Master Deed (continued)
 Walcott Valley Townhouse Condominium

Unit No.	Location	Approx. Area	No. of Rooms	Immediate Common Area for Access	Proportionate Interest in Common Areas
37	Windsor House	544	3		1.3
38	"	1088	4		1.3
39	"	1088	4		1.3
40	"	1088	4		1.3
41	"	1088	4		1.3
42	"	1088	4		1.3
43	"	1088	4		1.3
44	"	1088	4		1.3
45	"	1088	4		1.3
46	"	1088	4		1.3
47	"	1088	4		1.3
48	"	544	3		1.3
49	Harwich House	1088	4	Cement entrance path adjacent to front door; terrace adjacent to rear sliding doors.	1.4
50	"	1632	5		1.6
51	"	1632	5		1.6
52	"	1632	5		1.6
53	"	1632	5		1.6
54	"	1088	4		1.4
55	Goddard House	1088	4		1.4
56	"	1632	5		1.6
57	"	1632	5		1.6
58	"	1632	5		1.6
59	"	1632	5		1.6
60	"	1632	5		1.6
61	"	1632	5		1.6
62	"	1632	5		1.6
63	"	1632	5		1.6
64	"	1632	5		1.6
65	"	1632	5		1.6
66	"	1088	4		1.4