

## 10 MAYBERRY DRIVE CONDOMINIUM

### MASTER DEED

Bradley P. Wilson, sole trustee of 10 West Realty Trust, under declaration of trust dated December 31, 1986, and recorded at Worcester County Registry of Deeds (Worcester District) in Book 10117, Page 393, (the Declarant), being the sole owner of the premises in Westborough, Worcester County, Massachusetts hereinafter described, by duly executing and recording this Master Deed with the Worcester County Registry of Deeds (the "Registry of Deeds") does hereby submit the premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to the premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name. The name of the condominium shall be:

10 MAYBERRY DRIVE CONDOMINIUM

Section 2. Description of Land. The land on which the condominium is located is generally known as 10 Mayberry Drive, Westborough, Worcester County, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Description of Building. There is, on the land described in Exhibit A, one three-story building (the "Building") with a total of twelve (12) Units contained therein. The building is constructed of brick structural walls on stone and masonry foundation with a wood frame shingle covered roof. Interior structural and non-structural floor and wall members are principally of wood. Wall finish is plaster on blueboard. Pipes are copper (for potable water) and plastic or cast iron (for waste). The basement floor is poured concrete.

Section 4. Floor Plans: Designations of Units and Their Boundaries. The plan of the Building, showing the lay-out, location, unit designation and dimensions of the Units, and bearing the verified statement of a registered architect certifying that the plan fully and accurately depicts the same, "10 Mayberry Drive Condominium, 10 Mayberry Drive, Boston, MA" (the "Plan"), is recorded with and as a part of this Master Deed.

The condominium units (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the subflooring.

Ceilings: The plane of the lower surface of the ceiling joists and, in the case of top floor units, the lower surface of the roof purlins.

Interior building walls: The plane of the surface of the wall studs or masonry wall, as the case may be, facing the Unit of walls between Units and of walls between a Unit and common area.

Exterior building walls: The plane of the interior surface of the brick.

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Exterior doors, windows and skylights: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame; as to skylights, the exterior surface of the glass and of the finished surface of the frame.

Section 5. Common Areas and Facilities: The common areas and facilities of the Condominium consist of:

- (a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;
- (b) All portions of the Building not included in any Unit by virtue of the Plans and section 4 above, including, without limitation, the following to the extent such may exist from time to time:
  - (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from Units to common areas, roof, entrances and exits of the Building, walls between Units or between a Unit and common area within the Building, and structural walls and other structural components contained entirely within any Unit;
  - (2) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes and other facilities in such hallways;
  - (3) Installations of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and servicing a single Unit;
  - (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Building and all such facilities contained within any Unit which serve parts of the Building (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair, and replacement; and
- (c) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, according to Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of 10 Mayberry Drive Condominium Trust recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common

areas of any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

All costs which, by the terms of this section are to be borne by the owners of Units, shall, if paid by the Trustees, be assessable to such Unit as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

**Section 6. Statement of Purposes; Restrictions on Use.** The purposes for which Units and the common areas and facilities therein are intended to be used are as follows:

Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the Town of Westborough Zoning By-Laws.

Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no porch enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or any Unit or any part of either. This subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;
- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the condominium Trust and the rules and regulations which may be adopted pursuant thereto; and
- (d) No Unit owner shall make any addition, alteration or improvement in or to any Unit which may affect the structural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions in the manner of performing such work and requirements for insurance, as the Trustees deem reasonable and necessary. All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to the

Declarant's interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also use unsold Units as models for display for purposes of sale or leasing of Units and may make additions, alterations or improvements to unsold Units without Trustee consent.

**Section 7. Amendments.** This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to at least 75% of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;
- (e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect; and
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e. not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the Condominium.

**Section 7.1. FHLMC/FNMA Compliance.**

To the extent required to qualify the units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Association and the Federal Home Loan Mortgage Corporation, the provisions of the following Section 7.1 shall apply notwithstanding any other provisions of this Master Deed. Unless at least 67% of the first mortgagees of Units (based on one vote for each mortgage owned) or such greater number as is stated below as to any specific matter, have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters:

- (a) Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless 67% of the first mortgagees holding mortgages on the individual Units as the Condominium (based upon one vote for each first mortgage owned) have given

their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:

- (i) by act or omission, seek to abandon or terminate the Condominium;
  - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
  - (iii) partition or subdivide any Unit;
  - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.
  - (c) In no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.
  - (d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof.
  - (e) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:
    - (i) foreclosure or take title to a Unit pursuant to the remedies provided in the mortgage; or
    - (ii) accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or
    - (iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (i) and (ii).

All leases and rental agreements for Units shall be (1) in writing, (2) expressly subject to the terms of the Master Deed and the Condominium Trust, and (3) for a term of no less than 30 days.

Any material amendment (i.e. other than to correct technical errors or for clarification) which adds to or amends any provision which establishes, provides for, governs or regulates any of:

- (a) Rights to use of the common areas;
- (b) Responsibility for maintenance and repair of the Condominium;
- (c) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (d) Boundaries of any unit;
- (e) The interests in the common areas;
- (f) Convertibility of units into common areas or of common areas into units;
- (g) Leasing of units;
- (h) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit;
- (i) Any provisions which are for the express benefit of mortgage holders or eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

shall require (in addition to the Unit Owner consent stated in Section 7) the approval of at least 51% (according to percentage interest) of those mortgagees who have made written request of the Trustees of the Condominium Trust for notice of any such proposed amendment. Any such mortgagee shall be entitled to at least 30 days' written notice of such proposed amendment, which notice may include the request for the mortgagee's approval. Any such mortgagee who receives a written request to approve any such amendment and who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved the amendment.

The Declarant intends that the provisions of this Section 7.1 and of Section 6.7 of the Condominium Trust comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. Furthermore the Declarant reserves the right to record a special amendment to this Master Deed and the By-Laws at any time and from time to time in order to conform the same to requirements of FHLMC, and also to insert herein and in the By-Laws such provisions as may be required to qualify mortgage of Units in the Condominium for sale of the FNMA, or to induce either FHLMC or FNMA to make, purchase, sell, insure, or guarantee first mortgages on Units.

**Section 8. The Unit Owners' Organization.** The organization through which the Unit Owners will manage and regulate the Condominium established hereby is 10 Mayberry Drive Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, is as follows: Bradley P. Wilson, c/o Wilson & Smith, 25 Kingston Street, Boston, MA 02111.

**Section 9. Chapter 183A Governs.** The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with 183A, the terms of Chapter 183A shall govern.

**Section 10. Condemnation.** From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

**Section 11. Definitions.** All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

**Section 12. Waiver.** The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

**Section 13. Partial Invalidity.** The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

**Section 14. Miscellaneous.** As used in this Master Deed, the term "first mortgage" shall be deemed to include the Mortgage and Security Agreement dated December 31, 1986, from and recorded at Worcester County Registry of Deeds (Worcester District) in Book 10118 - Page 1 (as amended) (to the extent that such Mortgage and Security Agreement constitutes a lien on any unit) from Bradley P. Wilson, Trustee of 10 West Realty Trust under Declaration of Trust dated December 31, 1986, (as "Mortgagor") and recorded at Worcester County Registry of Deeds (Worcester District) in Book 10117, Page 393, as "Mortgagor," to David Wellons, Trustee of Mayberry Road Realty Trust under Declaration of Trust dated October 31, 1983, (as "Mortgagee") and recorded at Worcester Registry of Deeds (Worcester District) in Book 7973, Page 182, as "Mortgagee" and the term "Mortgagee" shall be deemed to include said DAVID WELLONS, Trustee, as aforesaid and his successors and assigns; and any right or benefit conferred upon any first mortgagee by the provisions of this Master Deed shall be deemed to have been conferred upon the holder of said Mortgage and Security Agreement, subject nevertheless to the rights of the holder of any mortgage which holds any interest having priority over said Mortgage and Security Agreement.

EXECUTED UNDER SEAL on this 21<sup>st</sup> day of April, 1987.

10 WEST REALTY TRUST

By: Bradley P. Wilson, Trustee  
BRADLEY P. WILSON, its Trustee  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 21, 1987

Then personally appeared the above-named Bradley P. Wilson as aforesaid and acknowledged the foregoing instrument to be the free act and deed, before me.

Fulton J. Ford  
Notary Public - Notary License No. 1001040  
My commission expires: May 8, 1992



**EXHIBIT A****Description of Land**

Beginning at a point on the Northwest corner of Lot 15 as shown on a plan entitled "Plan of Lots drawn by MacCarthy Engineering Service, Inc., C.E.," dated May 20, 1966, and recorded with Worcester District Registry of Deeds in Plan Book 303, Plan 65 (the "Plan") at the center line of a brook as shown on said Plan;

Thence by the center line of said brook five hundred forty-five (545) feet, more or less, to a point;

Thence S.7 degrees 3'20"W., by land now or formerly of William J. Haley and Margaret A. Haley, fifty three (53) feet more or less to a stone wall;

Thence S.7 degrees 3'20"W. along said stone wall one hundred thirty five and 88/100 (135.88) feet;

Thence N.89 degrees 37'0"W. 6.00 feet to Mayberry drive;

Thence along the radius of Mayberry Drive in a Westerly direction 148.65 feet on a radius of 57.00 feet from the center of the cul-de-sac as shown on said Plan;

Thence running along a radius of twenty (20.00) feet shown on said Plan for a distance of 18.89 feet;

Thence westerly along Mayberry Drive on a radius of 172 feet as shown on said Plan for a distance of 55.00 feet to the easterly corner of Lot 15 as shown on said Plan;

Thence N.23 degrees 29'30"W. four hundred seventy seven and 96/100 feet to the center line of said brook as shown on said Plan, the point of beginning.

Meaning and intending to convey hereby and hereby conveying Lot number 16 as shown on said Plan.

Said premises are conveyed subject to reservations, easements and restrictions of record insofar as the same are in force and applicable.

Being the same premises conveyed by deed of David Wellons, trustee of Mayberry Road Realty Trust dated December 31, 1986 and recorded at Worcester County Registry of Deeds (Worcester District) in Book 10117, Page 397.

*All SHC Plan rec. Pl Bk. 524-101.*

15 HAYBERRY DRIVE CONDOMINIUM  
EXHIBIT B

Descriptive Schedule of Condominium Units as Required by Chapter 183A, Section 8(d)

Unit Designation	Unit Location	Unit Room Composition*	Immediate Common Area to Which Unit Has Access	Approximate Area of Unit in Square Feet	Proportionate Interest in Common Elements by Percentage
10A1	Lower level	BR, BR, LR, K, B	Landing to stairwell	826	8.27
10A2	Lower level	BR, LR, K, B	Landing to stairwell	691	8.01
10A3	First floor	BR, BR, LR, K, B	Landing to stairwell	826	8.38
10A4	First level	BR, LR, K, B	Landing to stairwell	826	8.38
10A5	Second floor	BR, BR, LR, K, B	Landing to stairwell	826	8.48
10A6	Second level	BR, BR, LR, K, B	Landing to stairwell	826	8.48
10B1	Lower level	BR, LR, K, B	Landing to stairwell	691	8.01
10B2	Lower level	BR, BR, LR, K, B	Landing to stairwell	826	8.27
10B3	First floor	BR, BR, LR, K, B	Landing to stairwell	826	8.38
10B4	First level	BR, BR, LR, K, B	Landing to stairwell	826	8.38
10B5	Second floor	BR, BR, LR, K, B	Landing to stairwell	876	8.48
10B6	Second level	BR, BR, LR, K, B	Landing to stairwell	876	8.48

\*Key - BR = Bedroom, LR = Living Room, DR = Dining Room; LR/DR = Living Room/Dining Room; K = Kitchen, B = Bathroom, S = Study