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MASTER DEED

OF

311 BOSTON POST ROAD CONDOMINIUM

The undersigned Herbert J. Stacks, (hereinafter the "Declarant"), being the sole owner of the land in Wayland, Middlesex County, MA known as and numbered 311 Boston Post Road described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. Name. The name of the Condominium shall be:

311 BOSTON POST ROAD CONDOMINIUM

2. Description of the Land. The land (hereinafter the "Land") upon which the building and improvements are situated now known and numbered as 311 Boston Post Road, Wayland, Massachusetts, located in Middlesex County, Commonwealth of Massachusetts, and is more particularly described in Exhibit A attached hereto and made part hereof.

3. Description of the Building. There is one Building (hereinafter the "Building") on the Land. The Building consists of two floors with a basement below and an attic above and is a wooden-frame construction with a poured concrete slab foundation and fiberglass shingle roof.

4. Designation of the Units and Their Boundaries.

(a) The Condominium has two units (hereinafter referred to as the "Units"). The designations, locations, approximate areas, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit B attached hereto, and are shown on a plan entitled, "Condominium Plan of 311 Boston Post Road Condominium in Wayland, Mass. Prepared for Herbert J. Stacks," dated June 9, 1986 by Ryan Engineering Corp. ("Site Plan" and "Floor Plan")

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recorded herewith. The Floor Plan shows the layout, locations, Unit numbers, dimensions and approximate area of the Units as built, indicates that the Building itself has no name and bears the verified statement of a Registered Land Surveyor certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Unit as built, all as required by the provisions of Section 8 of Chapter 183A.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within his Unit, subject always to the provisions of Paragraph 8 hereof.

- (b) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

(i) First Floor Floors: Upper surface of the concrete slab.

(ii) Second Floor Floors: Upper plane of the joists separating the first floor and the second floor.

(iii) Ceilings: The plane of the lower surface of the roof joists or the plane of the lower surface of the joists separating the first floor from the second floor in those instances where the ceiling is the boundary between the units.

(iv) Interior Walls: The plane of the wall studs facing the unit.

(v.) Exterior Building Walls, Doors and Windows:

As to walls, the plane of the interior surface of the wall studs facing the Unit; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass, sash, and window frames. All storm and screen windows and doors, whether interior or exterior, shall be the property of the owner of the Unit to which they are attached or attachable, and shall be installed, maintained, repaired and replaced at the sole expense of the Unit owner.

- (c) Each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, wall between

the units, roofs, concrete slab, exterior window and door frames, driveways, walks, exterior steps and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit, but which serve the other Unit.

- (d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including the heating and cooling apparatus situated in and exclusively serving the Unit.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Unit served thereby, all utility lines and other common facilities which serve it, but which are located in such other Unit.
- (f) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are described as "Limited Common Areas and Facilities" in Paragraph 7 hereof.
- (g) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 5 hereof, in common with the owner of the other Unit in the Condominium, except for the Limited Common Areas and Facilities described in Paragraph 7 hereof which are reserved for the exclusive use of the Unit to which such Limited Common Areas and Facilities appertain.

5. Common Areas and Facilities.

Except for the Units the entire premises, including, without limitation, the Land and all parts of the Building and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. Those Common Areas and Facilities specifically include, without limitation, the following:

- (a) The Land together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

- (b) The foundation, structural columns, girders, beams, supports, perimeter walls, and interior walls of the Building (other than any portion thereof included in the Units as specified in Paragraph 4 above) roofs, concrete slab, exterior steps, walkways and driveways.
- (c) All conduits, ducts, pipes, wires, septic tanks and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit.
- (d) In general any and all apparatus, equipment and installations existing or hereafter installed in the Building or on the land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.
- (e) Parking spaces for motor vehicles, all of which shall be used in common and none of which shall be the subject of exclusive or limited easements for the benefit of any individual Unit.
- (f) all trees, shrubs and plantings on the Land.
- (g) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of Paragraph 7 hereof, and subject to the Declaration of Trust and Rules and Regulations of the Condominium, as any of the same may be amended from time to time, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owner.

6. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of both Units.

