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PLAN BOOK 637 PAGE 85

C O P Y  
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NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA

CERTIFY  
*William P. O'Donnell*  
WILLIAM P. O'DONNELL, REGISTER

MASTER DEED

81-83 SOUTH STREET CONDOMINIUM

The undersigned, South Purchase, LLC with an address of 43 North Main Street, Mansfield, MA 02048, being the sole owner of the land at 81-83 South Street, Plainville, MA 02762, described on Exhibit "A" which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, hereinafter referred to as the "premises", does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto to the provisions of G. L. c. 183A, and states that South Purchase, LLC, does hereby create a Condominium with respect to the Premises, to be governed by and subject to the provisions of said Chapter 183A.

1. Name. The name of the Condominiums shall be "81-83 South Street Condominium" [hereinafter "Condominium"].
2. Description of Land. The premises that constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is incorporated herein by reference, being the land in Plainville, Norfolk County, Massachusetts, being known as and numbered 81-83 South Street. The premises are also shown on the master plan of land recorded herewith [herein "Condominium Site Plan"], together with the buildings and improvements thereon.
3. Description of Buildings. The Condominium consists of a wood-frame building of two side-by-side units, each having two stories of living area and a basement level containing a garage. The detailed description of the building is attached as Exhibit B and incorporated herein by reference.
4. Description of Units. The Unit designation of each Unit, the statement of its location, area, number of rooms, immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C which is attached hereto and is incorporated herein by reference.
5. Floor Plans. A set of the floor plans of the Building showing the layout, location, unit numbers, and dimensions of the Units and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict

the layout, location, unit number and dimensions of the Unit as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed in the Norfolk Registry of Deeds. Said set of plans, herein sometimes referred to as the "Master Plans" are incorporated herein by reference and made a part hereof.

6. Unit Boundaries. The boundaries of each of the Units extend inward from the innermost portion of the exterior walls of the Condominiums. There is a common area wall that separates the units. The exterior walls shall be common area. The flooring within the walls of each unit shall be part of that unit and each Unit Owner shall be responsible for maintenance and repair of the flooring. All other improvements, walls, and fixtures wholly contained within each unit or wholly serving only one unit, such as heating, air conditioning and other such equipment, shall be a part of that unit and are not part of the common area. Pipe chases or other enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires, or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities, and the Condominium Trust shall be responsible for the maintenance, repair and replacement of such pipes, wires or conduits which serve more than one unit, and for the repair of damage caused to pipe chases or other enclosures as the result of such repairs by the Trust, even if the pipe chase or other enclosure is a part of a unit. With respect to any pipes, wires, conduits or other installations which serve only one unit, the owner of such unit exclusively served by such pipes, wires, conduits or other installations shall have the exclusive use of, and responsibility to maintain and repair and replace and to pay all costs of maintenance and repair and replacement with respect to such pipes, wires, conduits or other installations serving only his unit. Doors, bulkheads and windows which open from a unit are part of the unit from which they open.
7. Parking Each Unit includes an underground garage for parking. The driveway leading to the two garages from the street shall be a common area and no unit owner nor any unit owner's guests and/or visitors shall park in such driveway, but each unit shall have the exclusive right to use that portion of the driveway which leads to and abuts its garage. There shall be no unlicensed or registered vehicles parked anywhere on the premises without the prior written permission of the Condominium Trustees.
8. Description of Common Area and Facilities. The common areas and facilities of the Condominium consist of the land described in Exhibit A and the improvements thereon, other than the individual units. Specifically, the exterior areas, lawn, landscaping, driveway and deck, but the individual Unit Owners shall have the exclusive right to use the lawn area and deck portion which are adjacent to their unit. The front porch, roof, wires, sewer pipe, exterior walls, beams, and structures which service the entire building shall be the common facilities. The Trustees of the Condominium Trust shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities and the expense thereof shall be assessed to the Unit Owners as a common expense of the Condominium. However, Unit Owners shall have the obligation to perform routine maintenance (such as mowing and raking) on that portion of the lawn which abuts their unit.

9. Determination of Percentages in Common Areas and Facilities. The percentages of interest of the respective units in the Common Areas and Facilities 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 of the Units on this date. Such percentage was computed as required by the provisions of M.G.L. c 183A and are set forth in Exhibit C attached hereto and made a part hereof.
10. Use of Units. Each Unit is intended and designed for single family, residential purposes only, in accordance with the By-laws of the Condominium Trust. Each Unit shall be used only for such purposes and to such extent as will not overload the structure of the Building, or unreasonably overload the capacity of any utility furnished to the Building including but not limited to water, sewer, electricity, gas, cable television and telephone.
- (a) No Unit shall be used or maintained in a manner inconsistent with the By-laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto.
  - (b) No business activities of any nature, other than a home office, shall be conducted in any Unit.
  - (c) No signs, identification or decoration shall be permitted on the common areas and facilities nor on the exterior doors and windows of any Unit, except as expressly permitted by the Condominium Trustees.
  - (d) Unit Owners may lease or rent their Unit, provided that such rental is in compliance with all Condominium By-Laws, Rules and Regulations, and state and local law.
  - (e) Unit Owners may have pets, provided such pets are kept leashed at all times when outside a Unit. The Unit Owner is responsible for cleaning up after his or her pet. No pet shall be allowed if such pet is disruptive to the other Unit Owner.
  - (f) The architectural integrity of the Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, deck, structure, awning, screen, antenna, sign, banner, or other device and no exterior change, addition, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit except with the written consent of the other Unit Owner.
  - (g) No Unit Owner or occupant shall do, or suffer or permit to be done, anything in any Unit or Common Area, which would impair the soundness or safety of any of the Units; or commit or permit any violation of the insurance policies taken out by the Trustees of the Condominium Trust, or do, permit or suffer anything to be done, or keep or permit anything to be kept, or permit or suffer any condition to exist which might (i) result in termination of any of such policies, or (ii) adversely affect the right of recovery thereunder, or (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws of the Condominium Trust, or (iv) result in an increase in the insurance rate or premium with respect to both the master

policy or policies, and also with respect to any other Unit Owner's policy or policies, unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. The amount of such increased rate or premium, which shall be due to the Condominium Trustees, may, without prejudice to any other remedy of the Trustees, be enforced by assessing the same to that particular unit as a Special Common Charge under the By-Laws.

- (h) No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the building which might be reasonably anticipated to cause damage thereto, to spread odors, or to otherwise be offensive.
  - (i) There shall be no noises, sounds, music of excessive volume, or smells or aromas of an offensive nature.
11. Nature of Restrictions. 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 the Condominium Trust, only insofar as permitted by law, shall be perpetual for so long as the Condominiums exists 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 section except such as occur during his ownership.
  12. Amendment of Master Deed. Except as expressly set forth herein, this Master Deed may be amended by an instrument in writing signed and acknowledged in proper form for recording by 100% of the owners of units, and signed and acknowledged in proper form for recording by both of the Trustees of the Condominium Trust; provided always, however, that no such amendment, alteration, addition or change shall purport to alter the beneficial interest of any Unit in the common areas and facilities of the Condominium, unless consented to in writing by any Unit Owner so affected. If and only if the amendment in question materially affects the lien or security of the holder of any first mortgage on either unit, then the amendment must be signed and acknowledged in proper form for recording by more than fifty percent of the holders of first mortgages based upon one vote for each mortgage owned. The Trustees of the Condominium Trust shall cause the amendment to be recorded at the Norfolk Registry of Deeds at which time it shall become effective.
  13. Invalid Amendments. The percentage of the undivided interest of each Unit Owner in the common areas and facilities, as expressed on Exhibit C of this Master Deed, shall not be altered without the consent of all Unit Owners. No instrument of amendment which alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the unit so altered. No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
  14. Condominium Trust. The name of the Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby

established is the 81-83 South Street Condominium Trust under a Declaration of Trust dated March 24, 2015, to be recorded here with. Said Declaration of Trust establishes that each Unit Owner of a Condominium shall be a beneficiary of the Condominium Trust. The beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by Exhibit C of this Master Deed. The name of the initial Trustee of the 107A South Street Condominium Trust is South Purchase, LLC, 43 North Main Street, Mansfield, MA 02048. The initial Trustee shall serve until such time as successors are selected pursuant to the terms of the Condominium Trust.

15. Encroachments. If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as a result of settling of the Building, condemnation or eminent domain proceedings, alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or the repair or restoration of the Building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Building stands.
16. Utilities. Except as otherwise provided herein, each Unit shall be served with its own utilities, including without limitation, water, sewer, electricity, fuel for heat and cooking, telephone and cable, through its own meters and charges therefore shall be paid by the owner of the Unit so served.
17. Insurance. The Trustees shall purchase such insurance for the common areas and facilities as they may choose, in accordance with the Declaration of Condominium Trust and the By-Laws hereto. Unit Owners shall be responsible for obtaining and maintaining their own fire and extended coverage insurance, insuring the owner's Unit and the contents thereof, provided such coverage does not interfere with the Trustees' ability to obtain coverage for the common areas.
18. Common Facilities /Easements. Each Unit Owner shall have an easement in common with the owner of the other unit to use all pipes, wires, flues, ducts, conduits, cables, plumbing lines and other portions of the common areas and facilities located in any of the other units and serving his unit (if any). Each unit shall be subject to an easement in favor of the owners of all other units to use any common pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit (if any).
19. Units Subject to Condominium Documents. All present and future owners, tenants, visitors, agents, and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, any By-Laws which may be enacted, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record all as set forth on Exhibit A of this

Master Deed insofar as the same are now, or in the future, in force and applicable, and all building and zoning laws, insofar as the same are now, or in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the By-Laws and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the said rights, easements, agreements and restrictions of record, and building and zoning laws are accepted and ratified by such owner, tenant, visitor, agent, and 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 or stipulated at length in each and every deed or conveyance, or lease or occupancy agreement thereof.

20. Rights of Mortgagees. The provisions of the Condominium Trust with respect to the rights of mortgagees are hereby incorporated herein by this reference and made a part hereof.
21. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity or enforceability 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.
22. 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.
23. 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.
24. 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 provision of this Master Deed conflicts with the provisions of said statute, the provisions of said statute shall control.
25. Dispute Resolution. If a dispute shall arise between the Unit Owners or between the Trustees of the Condominium Trust, such dispute, except for those matters specifically set forth in the Master Deed or the By-Laws which are to be resolved by a Court Proceeding, shall be determined by arbitration. The fees and expenses of the arbitration shall be borne equally by the parties thereto, provided that the fees and expenses of the Trustees as a party to any such arbitration shall be a common expense.



**Exhibit A to Master Deed of the 81-83 South Street Condominium**

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The land in Plainville, Norfolk County, Massachusetts with the buildings and improvements thereon situated at 81-83 South Street, and being described as follows:

Lot 107A on a plan of land entitled, "Plan of Land Located in Plainville, Massachusetts, Owned by Curtis Parker and Deborah Bottomley, Prepared for SR Land Improvement, LLC, 6 Wilkens Drive, Suite 208, Plainville, MA 02762, Scale 1" = 20', December 12, 2013" which plan is recorded at the Norfolk County Registry of Deeds in Plan Book 628, Page 84, and to which plan reference may be had for a more particular description of Lot 107A.

Said premises are subject to and with the benefit of all rights and restrictions of record now in force and applicable

Being the same premises conveyed to the Declarant by deed recorded with the Norfolk County Registry of Deeds in Book 32328, Page 215.



Exhibit C to Master Deed of the 81-83 South Street Condominium

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The unit designation of each unit, and statement of its location, area, and immediate common area to which it has access, are as set forth on the plans recorded herewith.

The Beneficial Interest in the Common Areas and facilities of the Condominium, for each Unit is as follows:

Unit 81	50%
Unit 83	50%.