

**MASTER DEED**  
**OF THE**  
**ASHTON FIELDS CONDOMINIUM**  
**11 ASHTON STREET, UNITS A – F,**  
**WORCESTER, MASSACHUSETTS 01605**

(a) Creation of Condominium

The undersigned, Ashton Fields, LLC a Massachusetts Limited Liability Company, having a place of business at 33 Curtis Ave, Quincy, Norfolk County, Massachusetts, hereinafter collectively called the “Declarant,” being the sole owner of the land with the building thereon known as and numbered 11 Ashton Street, Worcester, Worcester County, Massachusetts, described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, do hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon and all easements, rights and appurtenances belonging thereto hereinafter called the “Subject Property,” to the provisions of Massachusetts General Laws, Chapter 183A (“Condominiums”), and do hereby state they propose to create, and do hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(b) Description of Land

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

(c) Description of Building

The building on said land is described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said building is hereinafter called the "Building."

(d) Description of Units

1. Units

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area 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 hereby incorporated herein by this reference and made a part hereof. The boundaries of each of the units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) **Floors:** The upper surface of the concrete basement floor;
- (ii) **Ceilings:** The plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) **Building Walls:** The plane of the wall studs facing the interior of the unit, except in the basement, which shall be the interior surface of the cement foundation walls.
- (iv) **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.
- (v) **Doors and Windows**, including storm doors and storm windows (if any), and bulkheads and bulkhead doors, which open from a unit are part of the unit from which they open. Unit owners shall be responsible for the cleaning, maintenance, and replacements of all such doors, door frames, screens and window units belonging to their respective unit. Replacement of any of the above mentioned, doors, windows or bulkheads shall require the written consent of all unit owners.
- (vi) **Heating, Ventilation and Air Conditioning (HVAC) Systems** and their appurtenant piping, flues, wiring, ducts, mechanical equipment, and cement pads which are located outside of a unit, but which serve solely one unit, are part of the unit. All maintenance, repair and replacement costs shall be borne by each respective unit owner.
- (vii) **Exterior Front and Rear Stairways**, including the concrete footings and wooden stairs, which are attached to the exterior of the building and which are accessible directly from the interior of each of the Units, shall be considered as part of the common area. The Association shall be responsible for all maintenance, repair and replacement costs for the front and rear stairways.
- (viii) **Gas Fireplaces** and their appurtenant piping, flues, wiring, ducts, and mechanical equipment which are located inside and outside of a unit,

which serve solely one unit, are part of the unit. All maintenance, repair and replacement costs shall be borne by each respective unit owner.

- (ix) **All Structural Portions** of the building are part of the common areas and facilities.

## II. Deeded Parking Spaces & Maintenance Easement:

Each unit owner shall be deeded two parking spaces in the parking lot located on the condominium property, as described in each unit deed and as shown on the "Master Deed Plan" recorded herewith, and shall also have the right to lease their assigned parking space(s), but only to a unit owner or occupant in the Condominium. The Association reserves a maintenance easement for all routine maintenance and repairs to the parking lot and driveway areas, including but not limited to cleaning, snow and ice removal, sealcoating, re-striping, re-paving, and repairs shall be performed by, and at the sole expense of, the Association. The unit owners shall be obligated to maintain their assigned parking spaces in a clean and orderly manner, and to repair any damage caused or created by the negligent or intentional acts of the unit owner or its family members, guests, agents or tenants. The provisions of this subsection II shall not be modified or amended without the prior written consent of all the owners of easements for the exclusive use of the parking spaces being obtained in each instance.

## III. Landscaping Areas

There are landscaping areas in the front, sides and rear of the Condominium building, hereinafter called the "Landscaping Areas." All maintenance to the Landscaping Areas, including but not limited to mulching, planting, grass cutting and hedge trimming, shall be performed by, and at the sole expense of, the Association.

## IV. Heating and Cooling Systems

*In Progress*

- (e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consists of the entire subject premises as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (c) ("Description of Building") of this Master Deed, other than the units described on Exhibit C hereto, subject to the provisions regarding the Parking Spaces, Patio Areas, and the Landscaping Areas as set forth above.

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (i) the land described in paragraph (b) (“Description of Land”) of this Master Deed, including the lawn(s), shrubbery and paved walkways and driveways, subject to the provisions regarding the Parking Spaces set forth in subsection (d) II hereof; and subject to the provisions regarding the Landscaping Areas set forth in subsection (d) III hereof;
- (ii) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the roof, and all structural portions of the building;
- (iii) installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within or without such unit, are (as set forth in Section (d)V) a part of the unit that they service and are not a part of the common areas and facilities;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents and gutters which are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;
- (v) ~~all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, which are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the basement floor or roof joists, and other structural members appurtenant to such basement floor or roof joists, but which service more than one unit;~~
- (vi) exterior lighting devices and wires and poles serving the same, except for any exterior light fixtures and wiring which are controlled directly from within a unit (which fixture shall then be considered part of the controlling unit);
- (vii) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described in Exhibit C hereto, subject to the provisions regarding the Parking Spaces and Rear Patio Areas set forth in subsection (d)II and d(III) hereof. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

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Each unit owner shall have the exclusive right to use the common areas and facilities, and the repair or maintenance of the Common Areas shall be an expense of the Association, except to the extent that the same are necessitated by the negligence, misuses or neglect of a unit owner or the other unit owner’s family members, guests, agents or tenants. It is the intention and requirement of this Master Deed that the landscaping areas of the condominium property be especially well-kept and symmetrical, so as to protect and

maintain the appearance and value of the property. Notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed does hereby expressly reserve to itself, in conjunction with those of the unit owners, the right in and to the Common Areas for a period of two (2) years after the recording of this Master Deed for the purposes of completing construction.

(f) 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 Land Surveyor certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

(vi) 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; and

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~~(vii) Notwithstanding the foregoing, until the Declarant or its successors-in-title or its nominees have sold and conveyed all of the units, the Declarant and its successors-in-title or its nominees, may use one or more units for a sales office or model.~~

(g) Amendment of Master Deed

(i) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of 100% of the units and (ii) signed and acknowledged in proper form for recording by the holders of first mortgages on at least 100% of the units, but only if such amendment would materially affect the rights of any mortgagee, and (iii) signed and acknowledged in proper form for recording by the Trustees of the Condominium Trust, and (iv) duly recorded in the Worcester County Registry of Deeds, provided, however, that:

(ii) The date on which any such instrument amending this Master Deed is first signed by a unit owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Worcester County Registry of Deeds within six (6) months after such date; and

(iii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each unit owner in the common areas and facilities shall not be altered without the consent of all unit owners; and

(iv) 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 units so altered; and

(v) No instrument of amendment which alters the rights of the Declarant, or the rights of the owners of deeded Parking Spaces, shall be of any force or effect unless the same has been signed and acknowledged in proper for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, or the owners of easements for the exclusive use of the Parking Spaces, respectively; and

(vi) 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.

(vii) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust.

(viii) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(h) Condominium Unit Owners' Association

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 **Ashton Fields Condominium Trust** under a Declaration of Trust of even date to be recorded herewith. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that 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 this Master Deed. The mailing address of said Trust is 11 Ashton Street, Worcester, MA 01605.

The names and addresses of the Trustees of said Trust and their term of office are as follows:

***Ashton Fieldst LLC having a place of business at 33 Curtis Ave Quincy, MA 02169***

Term: As set forth in Section III of the Declaration of Trust.

The Trustees have enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(i) Name of Condominium

The Condominium hereby established shall be known as the “**Ashton Fields Condominium**”.

(j) 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 the result of: (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) 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 (4) 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.

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(k) ~~Pipes, Wires, Flues, Ducts, Conduits,~~ Plumbing Lines and Other Common Facilities Located Inside of Units

Each unit owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all 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. The Trustees of the Condominium Trust shall have a right of access to each unit in inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

(l) All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of units and Parking Areas 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, the Condominium Trust, and the By-Laws, 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 and all matters set forth on Exhibit A hereto insofar as the same now are, or are 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 or Parking Space shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the By-laws and rules and regulations thereto, as the same may be from time to time amended, 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 or Parking Space as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(m) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 33 of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

(n) Invalidity

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

(o) 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.

(p) 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 or the intent of any provisions hereof.

(q) 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.

(r) Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate which constitutes the Ashton Fields Condominium shall be bound by the provisions of this Master Deed. The Declarant shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate which constitutes this Condominium.

EXECUTED as an instrument under seal this date of \_\_\_\_\_, 2005.

Signed and sealed in the presence of:

By: Ashton Fields LLC,  
a Massachusetts Limited Liability Company

Witness DRAFT By: \_\_\_\_\_  
Edward C DiTullio, Manager

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, SS. \_\_\_\_\_, 2005

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned Notary Public, personally appeared the above named Edward C DiTullio, proved to me by satisfactory evidence of identification, being personal knowledge or [ ] Massachusetts Drivers License, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as a duly authorized Manager of Ashton Fields LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

**EXHIBIT A**

*Incorporated by reference into and made a part of  
the Master Deed of the Ashton Fields Condominium,  
11 Ashton Street, Worcester, Massachusetts*

DESCRIPTION OF LAND

I, **Edward DiTullio**, of Quincy, Norfolk County, Commonwealth of Massachusetts, for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, grants to **Ashton Fields, LLC** of 33 Curtis Avenue, Quincy, Commonwealth of Massachusetts,

**with Quitclaim Covenants,**

the land in Worcester, Worcester County, Massachusetts, with the buildings thereon, situated on the westerly side of Ashton Street, bounded and described as follows:

~~BEGINNING at a point in the westerly line of said Ashton Street, distant one hundred seventy (170) feet from the intersection of the southerly line of McKinley Road (formerly Washington Avenue), with said line of Ashton Street;~~

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THENCE westerly by land now or formerly of one McDermott, one hundred thirty (130) feet more or less, to a corner;

THENCE southerly by land now or formerly of one Davis, one Ball and one Squire, seventy-four (74) feet, more or less, to a corner at land now or formerly of one Taylor;

THENCE easterly by said Taylor land, one hundred-thirty (130) feet, more or less, to the westerly line of Ashton Street;

THENCE northerly by the westerly line of Ashton Street, seventy-four (74) feet, more or less, to the place of beginning.

For title see deed recorded at Book 37585, Page 285.

## EXHIBIT B

*Incorporated by reference into and made a part of  
the Master Deed of the Ashton Fields Condominium,  
11 Ashton Street, Worcester, Massachusetts*

### DESCRIPTION OF BUILDING

There is one building on the land which is described on Exhibit A to this Master Deed.

The Building is a three (3) story building, plus a full basement and an attic area. The building is constructed principally of a field stone foundation and wood framing. The floor joists and the roof joists are wood. The Building is covered with vinyl siding and the roof is rubber. There are six (6) residential units.

The common basement contains the unit's hot water heater, and a separate electric meter is mounted on the outside of the building. Each unit has its own baseboard heating system. ~~Each unit has its own separate gas meter.~~ The building has one common water meter. The building is connected to the municipal sewer system.

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Each unit has its own separate front door entrance, and its own separate rear door each of which leads to a common area stairwell. The basement is accessed from the common area rear stairwell.

## EXHIBIT C

*Incorporated by reference into and made a part of  
the Master Deed of the Ashton Fields Condominium,  
11 Ashton Street, Worcester, Massachusetts*

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

Key: BR = Bedroom; K = Kitchen; B = Bathroom; UB = Unfinished Basement  
LA/DA = Combination of Living Area and Dining Area;

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROX. AREA OF UNIT	NUMBER AND DESIGNATION OF ROOMS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
A	First Floor Left	XXXX	2BR, LA, Sq. Ft. K/DA,	16.67% 1B,
B	First Floor Right	XXXX	2BR, LA, Sq. Ft. K/DA,	16.67% 1B,
C	Second Floor Left	1612	2BR, LA, Sq. Ft. K/DA,	16.67% 1B,
D	Second Floor Right	1612	2BR, LA, Sq. Ft. K/DA,	16.67% 1B,
E	Third Floor Left	1612	2BR, LA, Sq. Ft. K/DA,	16.67% 1B,
F	Third Floor Right	1612	2BR, LA, Sq. Ft. K/DA,	16.67% 1B,

First Floor Left    XXXX

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First Floor Right    XXXX