

83



2015 00046842

Bk: 65160 Pg: 61 Doc: DEED  
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## MASSACHUSETTS QUITCLAIM DEED

We, Mehulkumar Shah and Rupa Shah, Husband and Wife, of 571 Great Elm Way, ~~Unit 113~~ Acton, Massachusetts 01720, for consideration paid, and in full consideration of TWO HUNDRED TWENTY-THREE THOUSAND AND 00/100 Dollars (U.S. \$223,000.00) grant to Yulia Wallace, on married, of 571 Great Elm Way, Acton MA, with **quitclaim covenants** the following property in Middlesex County, Massachusetts.

Unit 113, Building 17 Nagog Woods, the dwelling unit located at the Village of Nagog Woods, in Acton, Middlesex County, Massachusetts, known as Unit 113, Building 17 of a Condominium known as Nagog Woods Condominium III, created pursuant to Master Deed dated May 16, 1973, recorded with Middlesex South District Registry of Deeds, Book 12439, Page 542, as further amended in accordance with and subject to the provision of M.G.L.c 183A, together with a .8052 undivided interest in the common areas and facilities as described in said Master Deed, as amended. The Unit shown on the floor plans of the Building filed simultaneously with said Master Deed in said Deeds to which is affixed the verified statement of a registered land surveyor in the form required by Section 9 of said Chapter 183A.

The Condominium is comprised of the land with the buildings, improvements, and structures thereon, shown on sheets 1 and 2 of a plan entitled "Plan of Condominium III, Village of Nagog Woods, Town of Acton, Mass., Middlesex County", scale 1"=20' dated April 30, 1973, prepared by W.A. Corsano, Jr., Registered Land Surveyors, filed with said Deeds as Plan No. 599 of 1973, recorded with said Deeds in Book 12439, Page 542.

The Unit is conveyed together with the right to use the common elements in common with the owners of the other units, as provided in the Master deed, including the right to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any of the other units or elsewhere in the Condominium and serving the unit, and together with an exclusive right to use such parking space or space as may be designated in writing by the Board of Managers of Nagog Woods Associations III, the stoop adjacent to the front door of the unit and the walks leading thereto, and the finished terraces and/or wooden decks adjacent to the Unit, and the exclusive right to maintain, use, repair and replace the air conditioner condenser and its concrete pad serving the unit. The unit is conveyed with the benefit of all rights and easements set forth or referred to in the Master Deed.

Patenaude Law Offices, LLC  
1 Bridgeview Circle, Suite 9  
Tyngsboro, MA 01879

MASSACHUSETTS EXCISE TAX  
Southern Middlesex District ROD # 001  
Date: 04/02/2015 11:49 AM  
Ctrl# 220827 24085 Doc# 00046842  
Fee: \$1,016.88 Cons: \$223,000.00

PROPERTY ADDRESS: 571 Great Elm Way, ~~Unit 113~~ Acton, MA 01720

There is appurtenant to the unit the exclusive right and easement to maintain and use the chimney affixed to the roof of the unit.

The Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said unit encroaches upon any other unit or upon any portion of the common elements or in the event that any other unit or common elements encroach upon said unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment. The unit is subject to an easement for the benefit of the other units to use the pipes, wires, ducts, flue, conduits, cables, public utility lines and other common elements located in the unit and serving other units or common elements.

The unit is further subject to the provisions of said Chapter 183A as it may be amended from time to time; to the restrictions and easements set forth or referred to in the Master Deed and to the provisions of said Master Deed and the By-Laws of the Associations recorded with the Master Deed as the same may be further amended from time to time by instrument duly recorded with said Deeds, and the Nagog Woods Restrictions as defined in said Master Deed, which provisions together with said amendments thereto shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the unit, his family, servants and visitors as though such provision were recited and stipulated in full herein; any and all rules and regulations adopted under or pursuant to the foregoing documents and such taxes attributable to the unit and common elements for the current year as are not due and payable on the date of delivery hereof.

Grantee by accepting this deed shall be deemed to be a member of the Nagog Woods Community Corporation a nonprofit corporation organized under M.G.L.c 180, to own the recreational facilities serving Nagog Woods condominium III and other condominium existing or to be created in the Village of Nagog Woods, to perform certain community functions, and to enforce that Nagog Woods Restrictions, all as set forth in said Restrictions. Membership in the Corporation shall be appurtenant to this unit and shall not be transferred, pledged or alienated in any way except upon the transfer of title to this Unit and then only to the transferee of title to the unit.

Unless otherwise permitted by instrument in writing duly executed in accordance with the By-Laws of the Association or the Nagog Woods Restrictions, no use may be made of the unit except as a residence for the owner thereof his lessees and the members of their immediate families, and the unit or any portion thereof may not be used as a professional office. No structural alteration or addition to such unit shall be made without the prior written permission of the Board or addition to such unit shall be made without the prior written permission of the Board of Directors of the Corporation.

Being the same premises conveyed to the herein named grantors by deed recorded with Middlesex South District Registry of Deeds in Book 37013, Page 204.

We, Mehulkumar Shah and Rupa Shah, hereby release all homestead rights in the property pursuant to M.G.L. c. 188, §2, §3 or §4, and state under the pains and penalties of perjury that there is no other person with or entitled to any homestead rights in the subject property.

Witness our hands and seals this 27<sup>th</sup> day of March, 2015.

Mehulkumar Shah  
Mehulkumar Shah

Rupa Shah  
Rupa Shah

State of Virginia  
~~COMMONWEALTH OF MASSACHUSETTS~~

Fairfax, ss.

On this 27<sup>th</sup> day of March, 2015, before me, the undersigned notary public, personally appeared Mehulkumar Shah and Rupa Shah, proved to me through satisfactory evidence of identification, which were [ ] Mass. driver's licenses or [☒] \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Shikha Jain  
Notary Public:  
My Commission Expires: 11/30/2015

