

Middlesex South Registry of Deeds

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Recording Information

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MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

Quitclaim Deed

We, Leo F. Bertolami and Jane Bertolami, being married to each other, of Acton, Middlesex County, Massachusetts

for consideration paid and in full consideration of **LESS THAN ONE HUNDRED AND 00/100 (\$100.00) DOLLARS**

For Registry Use

grant to Leo F. Bertolami and Jane Bertolami, Trustees of the Nagog 234 Trust, under Declaration of Trust dated October 17, 2022, as evidenced by a Certificate recorded with the Middlesex South District Registry of Deeds herewith, of 6 Proctor Street, Acton, Middlesex County, Massachusetts 01720

with Quitclaim covenants

The dwelling unit (the Unit) located at The Village of Nagog Woods in Acton, Middlesex County, Massachusetts, known as Unit No. 167 in Building 23 (the Building) of a Condominium known as Nagog Woods Condominium III, Phase I, II and III, created by Nagog Community Developers, Inc., pursuant to a Master Deed dated May 16, 1973, recorded with Middlesex South District Registry of Deeds on May 24, 1973, in Book 12439, Page 542, as amended by Amendment Number I thereto, dated June 19, 1983, and recorded with said Deeds on July 5, 1973, in Book 12471, Page 449, by Amendment Number 2 thereto, dated July 10, 1973 recorded with said Deeds on July 19, 1973, in Book 12481, Page 347, by Amendment Number 3 thereto, dated July 19, 1973, recorded with said Deeds on July 19, 1973, in Book 12481, Page 363, and by Amendment Number 4 thereto, dated September 27, 1973, recorded with said Deeds on October 19, 1973, in Book 12542, Page 42, in accordance with and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, together with a .9132% undivided interest in the common areas and facilities (the Common Elements) as described in said Master Deed, as amended. The Unit is shown on the floor plans of the Building filed simultaneously with Amendment Number 4 to said Master Deed in said Deeds and on the copy of a portion of said plans attached hereto and made a part hereof, 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, 2, and 3 of a plan entitled "Plan of Condominium III, Village of Nagog Woods, Town of Acton, Massachusetts, Middlesex County," Scale 1" equals 20' dated April 30, 1973, prepared W. A. Corsano, Jr., Registered Land Surveyor, 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 other Units, as provided in the Master Deed, as amended, including the right to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements

PROPERTY: 234 BROWN BEAR CROSSING, ACTON, MA 01718

located in any of the other Units or elsewhere in the Condominium and serving the Unit, and together with the exclusive right to sue such parking space or spaces as may be designated in writing by the Board of Managers of Nagog Woods Association III (the Association), the stoop adjacent to the front door of the Unit and the walks leading thereto, and the patios and/or wooden decks adjacent to the Unit and the exclusive right to maintain, use, repair and replace the air-conditioning 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, as amended.

There is appurtenant to the Unit the exclusive right and easement to use the bulkhead and exterior stairway adjacent to the basement and 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 the 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, flues, conduit, 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 Association recorded therewith, as amended by said Amendments 1, 2, 3 and 4 thereto, as the same may be further amended from time to time by instruments duly recorded with said Deeds, and the Nagog Woods Restrictions as defined in said Master Deeds, recorded with said Deeds in Book 12293, Page 1, which provisions together with any 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 provisions 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 (the Corporation), a non profit corporation organized under Massachusetts General Laws, Chapter 180, to provide the recreational facilities serving Nagog Woods Condominium and other condominiums existing or to be created in the Village of Nagog Woods, to perform certain community functions, and to enforce the 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 or 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 additions to such Unit shall be made without the prior written permission of the Board of Directors of the Corporation.

There is excluded from said Unit so much of the Common Elements as are located within said Unit.

Subject to easements, rights, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise.

As per M.G.L. c 188 s 13, the Grantors, under oath and subject to the pains and penalties of perjury, do hereby depose, state and certify that: (i) we release all rights of Homestead in the subject realty, (ii) that no spouse, nonowner spouse, former spouse, or any other person resides in the home, and (iii) at the time of delivery of this deed, no spouse, former spouse, or any other person is entitled to claim the benefit of an existing estate of homestead.

Meaning and intending to convey the same premises as conveyed by virtue of deed of Wei Yuan and Chen Wang to Leo F. Bertolami and Jane Bertolami dated September 27, 2022, and recorded with the Middlesex South District Registry of Deeds at Book 80790, Page 163.

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Witness our hands and seals this 17th day of October, 2022.

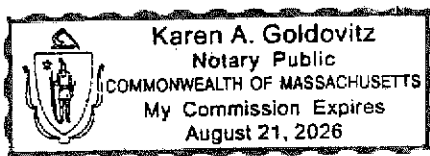
Leo F. Bertolami
Leo F. Bertolami

Jane Bertolami
Jane Bertolami

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 17th day of October, 2022, before me, the undersigned notary public, personally appeared Leo F. Bertolami, proved to me through satisfactory evidence of identification, which were [☒] personally known to me, [☐] State issued driver's license/identification card, or [☐] United States Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, under the pains and penalties of perjury, for its stated purpose, and who swore or affirmed to me that the contents of the document stated under oath are truthful and accurate to the best of his knowledge and belief.

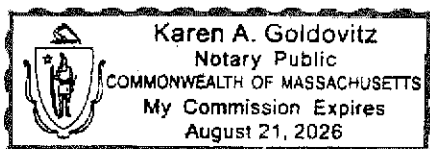


Karen A. Goldovitz
Notary public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 17th day of October, 2022, before me, the undersigned notary public, personally appeared Jane Bertolami, proved to me through satisfactory evidence of identification, which were [☒] personally known to me, [☐] State issued driver's license/identification card, or [☐] United States Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, under the pains and penalties of perjury, for its stated purpose, and who swore or affirmed to me that the contents of the document stated under oath are truthful and accurate to the best of her knowledge and belief.



Karen A. Goldovitz
Notary public:
My commission expires: