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**CONDOMINIUM MASTER DEED  
61 ALDER STREET CONDOMINIUM  
61 ALDER STREET  
WALTHAM, MASSACHUSETTS**



2019 00201063

Bk: 73850 Pg: 456 Doc: MD

Page: 1 of 12 12/18/2019 02:54 PM

**(a) Creation of Condominium**

The undersigned, Daniel J. Motha, of 59 Alder Street, Waltham, Middlesex County, Massachusetts, hereinafter referred to as the "Declarant," being the sole owner of the land with the building thereon previously known as and numbered 59-61 Alder Street, Waltham, Middlesex County, Massachusetts and hereinafter to be known as and numbered 61 Alder Street, Waltham, Middlesex 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 that constitute the Condominium consist 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 or at the time of the sale of the 4<sup>th</sup> unit, whichever comes first, 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." The building is also shown on plans entitled "61 Alder Street Condominium, Units 1, 2, 3 and 4, 61 Alder Street, Waltham, Massachusetts, Scale 1"=10' Dated December \_\_, 2019 Prepared by Robert J. Bibbo, P.L.S., recorded simultaneously herewith.

Plan # 1029-2019

Massachusetts Condominium Act

60 Units 1, 2, 3 & 4

Waltham, MA 02451

**(d) Description of Units*****I. 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 unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) **Floors:** The upper surface of the subflooring;
- (ii) **Ceilings:** With respect to all units, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) **Building Walls:** With respect to all units, the plane of the wall studs facing the interior of the unit.
- (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 that serve more than one unit are part of the common areas and facilities.
- (v) **Doors and Windows** that open from a unit are part of the unit from which they open.
- (vi) **Fireplaces**, and flues located within chimneys, are a part of the Unit served by such fireplace and flue. Chimneys are a part of the common areas and facilities.
- (vii) **All Structural Portions** of the building are part of the common areas and facilities.
- i. (viii) **Other:** Air conditioner condensers and pad, smoke, carbon monoxide and heat detectors, if any, light fixtures on balconies or patios, if any, and other wiring, fixtures, HVAC vents and duct work within walls and ceilings, and any equipment for sub-metering, as well as all pipes, wires, plumbing leading from common piping back to the Unit, dryer vents, toilets, bath and shower piping and/or other utilities or conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit and shall be maintained, repaired and replaced by the Unit Owner at his sole cost and expense.

There is appurtenant to each unit the exclusive right to use one storage locker located in the basement of the building, as depicted in the basement plan within the architect's Unit Plans dated December 17, 2019 by James R. Rissling, Registered Architect of Cambridge,

Massachusetts and recorded with the Middlesex South Registry of Deeds Plans Department herewith.

There is appurtenant to each unit the exclusive right to use outdoor parking space(s), as depicted in the engineer site plan dated December\_\_\_\_\_, 2019 by Bibbo Brothers & Associates of Waltham, Massachusetts and recorded with the Middlesex South Registry of Deeds Plans Department herewith.

## ***II. Roof Area***

The roof shall be a part of the Common areas and facilities (to be maintained, repaired and replaced by the Condominium Trust).

## ***III. Heating Units***

Each unit is being served by a separate heating unit. Each of said units, and certain piping, wiring and equipment appurtenant to said heating units, are located in the basement of the premises. All heating equipment, whether located within or without the unit, is appurtenant to the unit it serves, and the entire cost of maintenance, oil, gas, fuel, electric fuel, operation, repair, maintenance and replacement of such unit shall be the responsibility of the individual unit owner of the unit served by such unit regardless of the fact that said unit and said piping, wiring, and equipment are located, as aforesaid, outside of the unit. Each unit owner shall have an easement to use, maintain, operate, repair and replace any heating unit serving his or her unit and located in the common areas and facilities or in any of the other units, and each unit owner shall be subject to such easement in favor of all other unit owners.

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

The common areas and facilities of the Condominium consist 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.

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;
- (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 and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits, and all structural portions of the building;
- (iii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and

servicing a single unit are a part of the unit in which the same is located and which it services and is 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 that 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, that are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit, and above any ceiling within the units, but which service more than one unit;
- (vi) exterior lighting devices and wires and poles serving the same;
- (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 on Exhibit C hereto. 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.

#### **(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 Architect 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.

#### **(g) Use of Units**

- (i) The building and each of the units are intended only for residential purposes; provided, however, that any of the units may also be used as a home office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and
- (ii) No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

**(h) 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 units entitled to not less than seventy-five (75%) percent of the undivided interests in the common areas and facilities and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly recorded in the Middlesex 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 Middlesex County Registry of Deeds within six (6) months after such date; and
- (iii) Pursuant to the provisions of Massachusetts General Laws Chapter 183A, Section 5, 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 whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (iv) No instrument of amendment that 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 that alters the rights of the Declarant, or the rights of the owners of Units 1 through 4 with respect to certain rights of the owners of Units 1 through 4 set forth herein or elsewhere, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, or the owners of Units 1 through 4, respectively; and
- (vi) No instrument of amendment that 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.

**(i) Condominium Unit Owners' Association**

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 61 ALDER STREET CONDOMINIUM TRUST under Declaration of Trust dated December 11, 2019, 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 61 Alder Street, Waltham, Massachusetts, 02453.

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

Daniel J. Motha, 59 Alder Street, Waltham, Massachusetts, 02453.

Term: As set forth in Section III of the Declaration of Trust of 61 ALDER STREET CONDOMINIUM TRUST.

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

**(j) Name of Condominium**

The Condominium hereby established shall be known as the "61 ALDER STREET CONDOMINIUM."

**(k) 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.

**(l) 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 to 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.

**(m) Real Estate Taxes**

For so long as the Condominium is assessed as one Four Family property rather than as two (4) separate condominium units, each Unit Owner will be billed by the Trustees(s) for their respective share of the real estate taxes on a quarterly basis. The amount of such tax billed to each Unit will be equal to the total tax bill for the Condominium multiplied by each Unit owner's percentage interest in the Trust. The bill submitted to the Unit Owner shall include a copy of the tax bill issued by the City of Waltham, Massachusetts, on which the Unit Owner's bill is based. Each Unit Owner shall forward payment of the percentage interest in the total tax bill to the Trustee(s) by check made payable to the City of Waltham no later than ten (10) days prior to the date on which the payment may be made to the City of Waltham without incurring a penalty of interest thereon. Late payments by a Unit Owner must be made payable as directed by the Trustee(s) and will include interest and penalties charged by the City of Waltham for the late payment, together with costs of collection therefore incurred by the Trustee(s), including reasonable attorney's fees. If taxes are collected by the holders of mortgages on Units, each Unit Owner shall be responsible for causing his/her mortgagee to forward payment as above required.

**(n) All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust**

All present and future owners, tenants, visitors, servants 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, the Condominium Trust, and the Bylaws, and 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 will be 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, 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 Bylaws 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. All 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 hereof.

**(o) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association**

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

**(p) 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.

**(q) 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 that may occur.

**(r) 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.

**(s) 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.

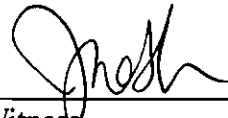
**(t) Liability**

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 that constitutes the 61 ALDER STREET CONDOMINIUM shall be bound by the provisions of this Master Deed. The Declarant, and any of them, 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 that constitutes the 61 ALDER STREET CONDOMINIUM.



EXECUTED as an instrument under seal at Miami, Florida this 11 day of December 11, 2019.

Signed and sealed in the presence of:

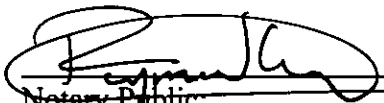
  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Daniel J. Motha

**STATE OF FLORIDA**

Miami-Dade (county), ss

On this 11 day of December, 2019, before me, the undersigned notary public, personally appeared Daniel J. Motha, proved to me through satisfactory evidence of identification, which were Driver License, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
 \_\_\_\_\_  
 Notary Public:  
 My Commission Expires:

Raymond Gonzalez, Notary Public, State  
 of Florida  
 February 15, 2021  
 Commission # 66073844

## EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of 61 ALDER STREET CONDOMINIUM, 61 Alder Street, Waltham, Middlesex County, Massachusetts.

### DESCRIPTION OF LAND

The premises that constitute the Condominium consist of the following described land in Waltham, Middlesex County, Massachusetts, together with the building thereon, bounded and described as follows:

The land with the buildings thereon situated in Waltham, Middlesex County, Massachusetts, being shown as Lot A on a "Plan of Property in Waltham, Massachusetts belonging to Alice B. Goodell, dated July, 1935, Rowland H. Barnes and Henry F. Beal, C.E.'s" recorded with Middlesex South District Registry of Deeds at book 5956, Page 287 and bounded and described as follows:

Northerly: on Alder Street, forty-four and  $351/100$  (44.35) feet;

Northeasterly: on a curve of the junction of Alder Street and Lowell Street, sixteen and  $45/100$  (16.45) feet;

Easterly: on Lowell Street, eighty-eight and  $83/100$  (88.83) feet;

Southerly: on land now or late of Stanley, forty-seven and  $72/100$  (47.72) feet; and

Westerly: by Lot B as shown on said plan, ninety-eight and  $57/100$  (98.57) feet.

Containing 5,063 square feet of land, more or less.

Being the same Premises conveyed to the Declarant by deed of Ashley Realty Trust and recorded with the Middlesex South District Registry of Deeds in Book 65873, Page 47.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable, and shall be subject to the rights and obligations of the shared driveway as depicted in the plan dated December \_\_\_\_, 2019 by Robert J. Bibbo, Jr. of Waltham, Massachusetts and recorded with the Middlesex South Registry of Deeds Plans Department herewith. **The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.**

## **EXHIBIT B**

Incorporated by reference into and made a part of the Master Deed of 61 ALDER STREET CONDOMINIUM, 61 Alder Street, Waltham, Middlesex County, 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 Colonial house style building, including a basement level. The building is constructed principally of a poured concrete foundation, wood framing, with vinyl siding. The floor joists and the roof joists are wood. The roof is shingled. There are four (4) residential units.

The basement level contains a laundry area, and storage units assigned to each unit.

The heating system consists of gas forced hot water systems.

The water and sewer metering for the building is combined. Separate sub-meters for each unit calculate water and sewer use for the individual units separately. At the discretion of the Trustees of the initial 61 Alder Street Condominium Trust, and at the discretion of the Trustees of the initial 61 Alder Street Condominium Trust after the Declarant has sold the last of the four units, individual units may be billed separately for water and sewer use according to the separate metering, in which event the condominium budget shall be revised appropriately.

The Trustees of the Condominium Trust shall have the easement and right to enter the basement to gain access to the main water shutoff valve. Such access shall be at reasonable times and at reasonable intervals, and pursuant to appointments made in advance in each instance with the owner of the applicable Unit except only in cases of emergency.

The building has a common outdoor driveway.

Unit 1 consists of an entrance exclusive to it, a kitchen, a living room, a bedroom and a bathroom, all on the first floor of the building.

Unit 2 consists of an entrance exclusive to it, a kitchen, a living room, a bedroom and a bathroom, all on the first floor of the building.

Unit 3 consists of an entrance exclusive to it, a kitchen, a living room, a bedroom and a bathroom on the second floor of the building, and two additional bedrooms on the third floor of the building.

Unit 4 consists of an entrance exclusive to it, a kitchen, a living room, a bedroom and a bathroom on the second floor of the building, and two additional bedrooms on the third floor of the building.

All stairways that are contained wholly within a unit are a part of that unit. Except as stated above, all stairways, walkways and fire escapes contained wholly outside the building are common.

**Exhibit C**

Exhibit C is hereby incorporated by reference into and made a part of the Master Deed of 61 ALDER STREET CONDOMINIUM, 61 ALDER STREET, Waltham, Middlesex County, Massachusetts.

**DESCRIPTION OF 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 follows:

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room;  
K/LR/DR=Combination Kitchen, Living Room and Dining Room;  
B=Bathroom; K/FR=Combination Kitchen, Family Room; K/DR=Combination Kitchen,  
Dining room, O=Office, S=Study, SU=basement storage unit



1 (61 Alder Street)	Left from front of building, first floor.	639	4-1BR, K, LR, 1B, SU	Front walkway and front stairs	21.33%
2 (61 Alder Street)	Right from front of building, first floor.	623	4-1BR, K, LR, 1B, SU	Front walkway and front stairs	21.32%
3 (61 Alder Street)	Right from front of building, second and third floors.	1006	6-3BR, K, LR, 1B, SU	Front walkway and stairs	28.68%
4 (61 Alder Street)	Left from front of building, second and third floors.	973	6-3BR, K, LR, 1B, SU	Front walkway and stairs	28.67%