

CONDOMINIUM UNIT DEED

Steven Davis, Trustee of Steel Realty Trust under a Declaration of Trust dated July 31, 1981, and recorded in Worcester District Registry of Deeds, Book 7289, Page 174 for consideration paid of \$77,000.00 grants to:

Mary Anne Button of 149 Milk Street, Unit #21, Westborough, Massachusetts (hereinafter sometimes referred to as the "Grantee"), with Quitclaim Covenants, Unit No. 21 at 149 Milk Street (the "Unit"), a unit in the condominium at 145, 147, 149, 151, 153 and 155 Milk Street, Westborough, Worcester County, Massachusetts, known as Carlton Gardens Condominium, created pursuant to and subject to the provisions of Chapter 183A of the General Laws of Massachusetts, by Master Deed dated May 4, 1981, and recorded with Worcester District Registry of Deeds on May 7, 1981, in Book 7223, Page 371 (hereinafter referred to as the "Master Deed").

The post office address of the Unit is:
149 Milk Street, Westborough, Massachusetts 01581

Said Unit is conveyed together with:

1. An undivided 0.67547% interest appertaining to said Unit in the common areas and facilities of said Condominium; and,
2. The exclusive right and easement to use parking space no.(s) 90, as shown on the plan entitled "Site Plan Carlton Gardens Condominium Westborough, Massachusetts" by MacCarthy & Sullivan Engineering, Inc., dated February 2, 1981 and filed with Worcester District Registry of Deeds in Book 486 as Plan 35 (hereinafter referred to as "Site Plan").

A copy of a portion of the plans entitled "Carlton Gardens Condominium Westborough, Massachusetts" by Bradford Saivetz & Associates, Inc., dated February 2, 1981, consisting of 18 sheets, filed with Worcester District Registry of Deeds in Plan Book 486 as Plan 36 (hereinafter referred to as "Plans"), affixed to which is the verified statement of a registered land surveyor, certifying that the plan shows the unit designation of the Unit hereby conveyed and of immediately adjoining units, and that it fully and accurately depicts the layout of the Unit, its location, dimensions, approximate area, main entrance and immediate common area to which it has access, as built, were filed

Grantee's Address: 149 Milk St., Unit 21, Westborough, MA

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with that certain deed from Kenneth M. Goldberg and Neil R. Markson, Trustees to Steven Davis, Trustee by Deed dated July 31, 1981, and recorded with Worcester District Registry of Deeds, Book 7289, Page 179, which plans are incorporated herein by reference.

Said Unit is intended to be used solely for residential dwelling purposes, as set forth in Section 8 of said Master Deed, and is subject to the restrictions as set forth in Section 9 of said Master Deed that:

1. No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Carlton Gardens Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

2. The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 of the Master Deed, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements to such Unit shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of Carlton Gardens Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

3. In order to preserve the architectural integrity of the buildings and the Units without modification, and without limiting the generality thereof, no patio, balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees of Carlton Gardens Condominium Trust upon such terms and conditions, if any, as they, in their reasonable discretion, shall determine;

4. Any lease with respect to a Unit shall be for a term of not less than three months, shall apply to the entire Unit and shall specifically provide that the lease

shall be subject in all respects to the provision of the Carlton Gardens Condominium Trust, the By-laws set forth therein and the rules and regulations promulgated pursuant thereto, and that any failure by Lessee to comply with the terms of such documents shall constitute a default under said lease, provided, however, that the restrictions of Section 9.4 of the Master Deed and of this Section 4 shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure; and,

5. The limitations on use and restrictions set forth in Section 8 and 9 of the Master Deed and of this Unit Deed shall be for the benefit of the Owners of the Units and the Trustees of the Carlton Gardens Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

And, said Unit is further subject to such rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use, occupancy and maintenance of the units and the use of the common areas and facilities as may now, at any time and from time to time be adopted, amended or rescinded by the Trustees of Carlton Gardens Condominium Trust (without the consent of the unit owners) which are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities.

Each of the parking spaces is intended to be used solely for the parking of private passenger vehicles.

All exclusive rights and easements of use appurtenant to a Unit shall be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit; provided, however, that notwithstanding the foregoing, a Unit Owner may convey his exclusive right and easement of use with respect to any parking space or spaces in excess of one parking space to another Unit Owner at Carlton Gardens Condominium.

Said premises are hereby conveyed subject to and with the benefit of, as the case may be:

- (a) Taking of a sewer easement by the Town of Westborough, dated May 21, 1981, recorded in the Town Clerk's Office in the Town of Westborough, but not recorded with Worcester District Registry of Deeds.
- (b) Easement dated January 13, 1931, recorded with Worcester District Registry of Deeds (hereinafter sometimes referred to as "Deeds"), Book 2537, Page 563;
- (c) Order for sewer construction in Milk Street and betterment assessment by the Town of Westborough, dated August 24, 1960, recorded with said Deeds, Book 4135, Page 186, which betterment assessment is released by instrument dated December 6, 1967, recorded with said Deeds, Book 4817, Page 76;
- (d) Order for sewer construction in Milk Street and betterment assessment by the Town of Westborough dated July 26, 1961, recorded with said Deeds, Book 4212, Page 96, which betterment assessment is released by instrument dated December 27, 1967, recorded with said Deeds, Book 4821, Page 95;
- (e) Notice of variance dated April 18, 1964, recorded with said Deeds, Book 4464, Page 314;
- (f) Notice of special permit, dated October 6, 1967, recorded with said Deeds, Book 4817, Page 77;
- (g) Easement from William C. Anglin, Trustee, to the Town of Westborough, dated September 3, 1968, recorded with said Deeds, Book 4904, Page 571;
- (h) Order of conditions dated August 13, 1970 recorded with said Deeds, Book 5055, Page 288, the Certificate of Compliance for which was recorded with said Deeds, Book 7106, Page 66;
- (i) Easement from Austin J. Moran, et al., to Massachusetts Electric Company, dated August 16, 1971, recorded with said Deeds, Book 5163, Page 116;
- (j) Easement from Frank Generazio, Jr., et al., to Howard A. Fafard, dated December 19, 1979, recorded with said Deeds, Book 6902, Page 271;
- (k) The provisions of Massachusetts General Laws, Chapter 183A, as amended;
- (l) The Master Deed recorded with Worcester District Registry of Deeds in Book 7223, Page 371;

- (m) The Declaration of Trust of Carlton Gardens Condominium Trust dated May 4, 1981, and recorded with Worcester District Registry of Deeds in Book 7223, Page 390;
- (n) Any rules and regulations promulgated under said Declaration of Trust;
- (o) The obligation to pay the proportionate share attributable to said Unit of the common expenses;
- (p) Such taxes attributable to said Unit for the current year as are now due and payable; and
- (q) Rights of other unit owners to exclusively use certain common areas and facilities, as set forth in said Master Deed, all of which the Grantee, by acceptance of this deed, agrees to comply with, perform, assume or pay, as the case may be.

Being the same premises conveyed to Steven Davis, Trustee by deed of Kenneth M. Goldberg and Neil R. Markson, Trustees, dated July 31, 1981, and recorded in Worcester District Registry of Deeds, Book 7289, Page 179.

IN WITNESS WHEREOF Steven Davis, Trustee of Steel Realty Trust has hereunto set his hand and seal this 26th day of August 1987.



Steven Davis
 Steven Davis, Trustee
 of Steel Realty Trust

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

August 26, 1987

Then personally appeared Steven Davis, Trustee of Steel Realty Trust under a Declaration of Trust dated July 31, 1981, and recorded in the Worcester District Registry of Deeds, Book 7289, Page 174, and acknowledged the foregoing to be his free act and deed before me

Robert G. [Signature]
 Notary Public

My commission expires [Date]



TEST: WORC., Anthony J. Vigliotti, Register