

Middlesex South Registry of Deeds

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Recording Information

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MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 06/24/2020 11:31 AM
Ctrl# Doc# 00099013
Fee: \$.00 Cons: \$1.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

Property Location: 65 Brooksmont Drive, Unit 15, Holliston, Massachusetts 01746

QUITCLAIM DEED

We, David E. McAllister and Kerrie A. McAllister, husband and wife as tenants by the entirety

of Holliston, Middlesex County, Massachusetts

in consideration of One Dollar (\$1.00)

grant to Kerrie A. McAllister

of 65 Brooksmont Drive
Unit 15
Holliston, Massachusetts 01746

with quitclaim covenants

Unit 15 of Brooksmont Condominium, having a mailing address of 65 Brooksmont Drive, Holliston, Middlesex County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, chapter 183A, by Master Deed dated November 8, 2017 (the "Master Deed") and recorded with the Middlesex County (Southern District) Registry of Deeds (the "Registry") on November 22, 2017 in Book 70276, Page 560, as affected by the First Phasing Amendment to the Master Deed dated December 8, 2017 and recorded in Book 70368, Page 116, as affected by the Second Phasing Amendment to the Master Deed dated December 11, 2017 and recorded in Book 70373, Page 564, as affected by the Third Phasing Amendment to the Master Deed dated February 8, 2018 and recorded in Book 70649, Page 337, as affected by the Fourth Phasing Amendment to the Master Deed dated March 26, 2018 and recorded in Book 70827, Page 479, as affected by the First Special Amendment to the Master Deed dated April 12, 2018 and recorded in Book 70866, Page 498, as affected by the Fifth Phasing Amendment to the Master Deed dated May 4, 2018 and recorded in Book 71025, Page 524, as affected by the Sixth Phasing Amendment to the Master Deed dated June 4, 2018 and recorded in Book 71142, Page 517, as affected by the Seventh Phasing Amendment to the Master Deed dated June 25, 2018 and recorded in Book 71265, Page 205, as affected by the

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P.O. Box 617
Marlborough, MA 01752

Eighth Phasing Amendment to the Master Deed dated September 6, 2018 and recorded in Book 71653, Page 538, as affected by the Ninth Phasing Amendment to the Master Deed dated September 20, 2018 and recorded in Book 71689, Page 255, as affected by the Tenth Phasing Amendment to the Master Deed dated October 3, 2018 and recorded in Book 71797, Page 52, as affected by the Eleventh Phasing Amendment to the Master Deed dated November 8th, 2018 and recorded in Book 71910, Page 384. The unit contains the number of square feet, more or less, and is laid out as shown on the plans recorded with the Master Deed or Amendment thereto, being Plan No. 942 of 2018.

The dwelling is hereby conveyed together with:

1. An undivided 3.60828 percentage interest in the common areas and common facilities of the Condominium, as the same may be amended pursuant to the provisions of the Master Deed and the Brooksmont Condominium Trust dated November 8, 2017 and recorded in Book 70277, Page 1 (as may be amended from time to time, the "Condominium Trust");
2. The right to use the private ways and driveways serving the residential units of the Brooksmont Condominium project as shown on the Site Plan recorded with the Master Deed, for all purposes for which streets and ways are commonly used in the town of Holliston, in common with all others entitled thereto;
3. All other rights, easements, agreements, interests and provisions contained or referred to in the Master Deed, Condominium Trust, the By-Laws set forth therein and the Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time pursuant to the provisions thereof;

Said dwelling is conveyed subject to and with the benefit of:

1. The provisions of Chapter 183A as the same may be amended from time to time;
2. The provisions of the Master Deed, including, without limitations, the title matters set forth in Exhibit "A" to the Master Deed and the grantor's right to add additional phases to the condominium as set forth in the Master Deed, the rights and responsibilities set forth in the Condominium Trust and in the By-Laws thereof, and the Rules and Regulations of the Condominium, in each case as the same may be amended from time to time pursuant to the provisions thereof;
3. Declarant's reserved rights as set forth in the Master Deed, including, without limitation, Declarant's reserved rights to add new units, land, and future phases to the Condominium; to grant easements and conservation restrictions; all as set forth in section 1 and section 16 of said Master Deed;
4. Real estate taxes assessed against the unit and the common areas and facilities which are not yet due and payable;
5. Provisions of existing building and zoning laws;

6. The Limited Common Areas/Exclusive Use Areas appurtenant to this unit as shown on the Plans and described in the Master Deed;
7. The terms of the Site Plan and Special Permit Certificate of Action Brooksmont, 415 Concord Street, issued by the Town of Holliston Planning Board dated December 21, 2015 and recorded in Book 68263, Page 113, (referred to herein as the "Special Permit").
8. Order of Conditions, DEP File Number 185-798 issued by the Holliston Conservation Commission on January 6, 2016, and recorded in Book 68263, Page 121, including without limitation the following ongoing conditions: Conditions in Perpetuity Nos. 57, 58 and 59.
9. The provisions of the Regulatory Agreement, relating to the Affordable Units in the Condominium, recorded in Book 70856, Page 438 and any covenant or regulatory agreement recorded in connection therewith. Pursuant to the Regulatory Agreement, all Affordable Units are subject to the terms of the Affordable Housing Restrictions, the terms and conditions contained in the Special Permit, as well as the Affordable Housing Deed Rider attached to the Unit Deed for that Unit. All Affordable Units are so designated on Exhibit B of the Master Deed, as it may be amended from time to time.
10. Subject to a Conservation Restriction to be recorded with the Registry on a certain parcel of land shown as "Open Space" on the Site Plan.
11. The purposes for which the building and the Units are intended to be used is only for residential dwelling purposes;
12. Each Unit is limited to two (2) bedrooms, and units should not be modified in any way to increase the original number of bedrooms.
13. Use Variance Certificate of Action 415 Concord Street issued by the Town of Holliston Zoning Board of Appeals dated May 18, 2016 and recorded in Book 68263, Page 150.
14. The rights, agreements, easements, restrictions, provisions and interests set forth herein, together with any amendments thereto, shall constitute covenants running with the unit and shall enure to the benefit of, and bind, as the case may be, any person having, at any time, any interest or estate in the Unit, his agents, employees, licensees, visitors and lessees as though the same were fully set forth herein; and
15. In accordance with the Special Permit, this Unit is age restricted. It must be occupied by one or more persons age 55 and over ("Qualified Resident") in accordance with the Housing for Older Person Act of 1995 (HOPA) of the Federal Fair Housing Act. Section 9 © & (d) of the Master Deed sets forth certain exceptions to the residency requirements permitted by Special Permit provided that at least one resident meets the requirements of a Qualified Resident. By the acceptance and recording of this Unit Deed, the Unit Owner agrees to be bound by said restriction.

16. Easement given by Pulte Homes of New England LLC to Nstar Gas Company, dba Eversource Energy dated January 12, 2017 and recorded in Book 68834, Page 455.
17. Easement given by Pulte Homes of New England LLC to Verizon New England, Inc. and Boston Edison Company dated January 12, 2017 and recorded in Book 69002, Page 593.

Pulte Homes of New England LLC, as the Trustee of the Condominium Trust, is responsible solely for its obligations as Trustee of the Condominium Trust set forth in the Condominium Trust and the provisions of MGL 183A, and said obligations commence only after the Condominium Trust is recorded with the Registry and then only to any Units, Common Areas, or Limited Common Areas which have been made a part of the Condominium through either the Master Deed or a Phasing Amendment to the Master Deed.

The Unit Owner, by the recording of this deed with the Registry, acknowledges that Pulte Homes of New England LLC in its capacity as Trustee of the Condominium Trust, shall have no liability for the construction of the Units, Common Areas or Limited Common Areas.

In the event that, notwithstanding the provisions of the Master Deed, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any Amendment to the Master Deed which adds new phase(s) to the Condominium, or any easement, declaration or other agreement made pursuant to the rights reserved by the Declarant in the Master Deed, then, by the Acceptance and recording of this Unit Deed, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of the Unit and shall relate solely to the adding of new phases to the Condominium.

By the acceptance and recording of this deed, the Unit Owner, for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) consent to the Declarant's reserved rights set forth in the preceding paragraph and under Section 1, 10 and 16 of the Master Deed, including, without limitation, the right to grant easements over the common areas of the Condominium as more specifically described in the Master Deed and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to the Master Deed.

I, David E. McAllister, hereby release any and all Homestead Rights that I have in the premises.

Being the same premises conveyed to David E. McAllister and Kerrie A. McAllister by Deed of Pulte Homes of New England LLC dated November 7, 2018 and recorded with Middlesex South District Registry of Deeds in Book 71931, Page 316.

(SIGNATURES AND NOTARY CLAUSE FOLLOW ON NEXT PAGE)

Executed as a sealed instrument this 19th day of June, 2020.

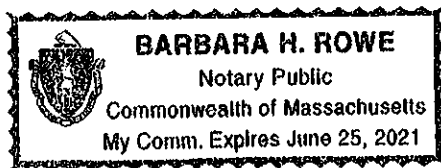
David E. McAllister
David E. McAllister

Kerrie A. McAllister
Kerrie A. McAllister

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 19th day of June, 2020, before me, the undersigned notary public, personally appeared David E. McAllister and Kerrie A. McAllister, through satisfactory evidence of identification, which are Massachusetts Driver's Licenses, 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.



Barbara H. Rowe
Barbara H. Rowe - Notary Public
My commission expires: June 25, 2021