

OB-14

Upon recording, please return to:  
Law Office of Richard G. DiGirolamo  
424 Broadway  
Somerville, MA 02145

**CONDOMINIUM MASTER DEED**  
**58 HINCKLEY STREET CONDOMINIUM**  
**58 HINCKLEY STREET, SOMERVILLE, MASSACHUSETTS**

**(a) Creation of Condominium**

The undersigned, JEREMY J. GAVIN and AARON B. KATZ, both of Somerville, Middlesex County, Massachusetts, hereinafter collectively referred to as the "Declarant", being the owners of the land with the improvements thereon known as and numbered 58 Hinckley Street, Somerville, Middlesex County, Massachusetts, described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does 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 does hereby state it proposes to create, and does 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, 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 by any of the Unit Owners, their guests or invitees of their Unit, 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".

**(d) Description of Units and Exclusive Use Areas**

**I. Units**

The unit designation of each unit, and statement of its location, approximate area, number of

Property Address: 58 Hinckley Street, Somerville, MA

Plan # 1175 of 2005



Bk: 45938 Pg: 112 Doc: MD  
Page: 1 of 14 08/25/2005 08:54 AM

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 except the top floor 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 units, 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.

**(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, other than the units described on Exhibit C hereto.

That portion of the common hallway located on the second floor of the Condominium Building, containing a washing machine and a dryer, shall be used by the Unit Owners and/or their legal occupants for the purpose of a laundry area, including the use by the Unit Owners and legal occupants of washing machine(s), dryer(s) and related equipment between the hours of 8:00AM and 10:00PM. Unless otherwise dictated by the Trustees of the Condominium Trust, the Unit

Owners who utilize the Laundry Area shall maintain and upkeep the Laundry Area in a clean and neat manner (except for the structure thereof which shall be maintained by the Condominium Trustees). Furthermore, the Unit Owners and not the Condominium Trust, shall bear the risk with respect to any property left or placed in said Laundry Area. Utilities used by and equipment in the Laundry Area shall be paid for by the Condominium Trustees. The Condominium Trustees may charge a fee for the use of the equipment in the Laundry Area and/or authorize third parties to charge such a fee.

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. The common area gas service which serves the central gas heating system also supplies the gas to heat the hot water for the common area washer and dryer, as well as providing hot water and cooking gas to Unit 2. There is no separate gas meter for Unit 2. All such gas consumption charges are a common expense and shall not be separately charged to Unit 2, unless and until all such services are separately metered by the Condominium Trust. The percentage interest of Unit 2 in the common areas and facilities was adjusted to reflect this arrangement.

(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, which are

located within units including but not limited to such of same as are located below the plane of the bottom most surface of the floor beam or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit (with respect to the topmost units, the roof) 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 and shall not be used in violation of any applicable zoning laws; provided, however, that any of the units may also be used as an 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

(iii) Notwithstanding the foregoing, until the Declarant or his successors-in-title or his nominees have sold and conveyed all of the units, the Declarant and his successors-in-title or their nominees may use one or more units for a sales office or model.

**(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 (70%) 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 South District 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 Middlesex South District Registry of Deeds within six (6) months after such date; and

(iii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, 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 any units owner with respect to certain rights of said owner set forth herein 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 owner of the affected unit; 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 58 Hinckley Street Condominium Trust under Declaration of Trust dated AUGUST 24, 2005, 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 58 Hinckley Street, Somerville, MA 02145.

The names and addresses of the Trustee of said Trust and its term of office is as follows:

Aaron B. Katz  
58 Hinckley Street  
Somerville, MA 02145

Term: As set forth in Article III of the Declaration of Trust of the 58 Hinckley 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 "58 Hinckley 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) Creation of Duplex Units**

In the event that at any time, or from time to time, two (2) or more contiguously located Units are in Common ownership, and if such Unit Owner (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- (i) The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his intention to so physically connect such Units, and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work that the Duplex Owner proposes to perform; and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building; and (iii) a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the Building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees against any liens

for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect that the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.)

(ii) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the Building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.

(iii) At the completion of the work, the Duplex Owner shall notify the Trustees of the Condominium Trust, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the Building. During such time as the Units are physically connected, the Duplex Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of this Master Deed. In the event that at any time, or from time to time, two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this Section (m) of this Master Deed, and in such event or events, the reference to the work hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section (m) of this Master Deed.



**(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 and exclusive use areas, if any, 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 or exclusive use area, if any, 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 or exclusive use areas, if any, 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 58 Hinckley 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 58 Hinckley Street Condominium.

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EXECUTED as an instrument under seal at Middlesex County, Massachusetts this 24<sup>th</sup>  
day of AUGUST, 2005.

Signed and sealed in  
the presence of:

[Signature]  
Witness

[Signature]  
Witness

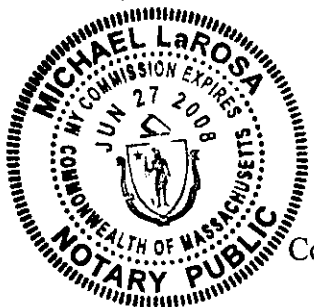
[Signature]  
JEREMY J. GAVIN

[Signature]  
AARON B. KATZ

Commonwealth of Massachusetts

Middlesex County, ss. AUGUST 24, 2005

On this 24<sup>th</sup> day of AUGUST, 2005, before me, the undersigned notary public, personally appeared JEREMY J. GAVIN, proved to me through satisfactory evidence of identification, which were a photo identification issued by the Commonwealth of Massachusetts, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]  
Notary Public  
My Commission Expires: 6/27/08

Commonwealth of Massachusetts

Middlesex County, ss. AUGUST 24, 2005

On this 24<sup>th</sup> day of AUGUST, 2005, before me, the undersigned notary public, personally appeared AARON B. KATZ, proved to me through satisfactory evidence of identification, which were a photo identification issued by the Commonwealth of Massachusetts, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]  
Notary Public  
My Commission Expires: 6/27/08

**Exhibit A**

Incorporated by reference into and made a part of the Master Deed of the 58 Hinckley Street Condominium, 58 Hinckley Street, Somerville, MA.

**DESCRIPTION OF LAND**

The land with the buildings now or hereafter placed thereon being shown as Lot 46 Lawrence Street now known as 58 Hinckley Street, Somerville, Middlesex County, Massachusetts, on plan entitled "Plan 'A' Winter Hill Land Co. Somerville, Mass." dated February, 1890, E. A. W. Hammatt, Civil Engineer, recorded in Middlesex South District Deeds Book 62, Page 44, bounded and described as follows:

NORTHWESTERLY            by Hinckley Street, 40.00 feet;  
 NORTHEASTERLY           by Lot 47 as shown on said plan, 45.00 feet;  
 SOUTHEASTERLY           by Lot 59 as shown on said plan, 40.68 feet;  
 SOUTHWESTERLY           by Lot 45 as shown on said plan, 45.00 feet;

Containing 1,797.48 square feet of land more or less according to said plan or however otherwise said premises may be bounded, measured or described.

For title reference, see deed of Wayne Pollard and Julia R. Pollard dated May 30, 2003, recorded with Middlesex County South District Registry of Deeds in Book 39409, Page 001.

Said Premises are subject to zoning laws of the City of Somerville and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

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. 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 the 58 Hinckley Street Condominium, 58 Hinckley Street, Somerville, 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 two (2) story building, plus common-area basement. The Building is constructed principally of wood. The floor joists and the roof joists are wood. There are four (4) residential units.

The common-area basement contains a utility/maintenance area, which contains the furnace, hot water heaters, gas meters, and electric panels and meters, and a stairway, both of which are common.

The first floor contains the main entrance located at 58 Hinckley Street, a main hallway, a portion of the main stairway, a rear entrance, a rear hallway, and a portion of the rear stairway, all of which are common. The first floor also contains Unit 1. The first floor also contains Unit 4, which includes a side entrance for the exclusive use of Unit 4.

The second floor contains a main hallway, a portion of the main stairway, a rear hallway, and a portion of the rear stairway, all of which are common. The second floor also contains Unit 2. The second floor also contains Unit 3.

### Exhibit C

Exhibit C is hereby incorporated by reference into and made a part of the Master Deed of the 58 Hinckley Street Condominium, 58 Hinckley Street, Somerville, 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: B = Bathroom, BR = Bedroom, K = Kitchen, LR = Living Room.**

Unit Designation	Statement of Unit Location	Approx. Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to Which Unit Has Access	Proportionate Interest of Unit in Common Areas & Facilities
1	First Floor	546 sq. ft.	3 – 1BR, 1K, 1LR, plus 1B	Main and Rear Hallways	27.00%
2	Second Floor	522 sq. ft.	3 – 1BR, 1K, 1LR, plus 1B	Main and Rear Hallways	30.00%
3	Second Floor	408 sq. ft.	2 – 1BR, 1K, plus 1B	Main and Rear Hallways	20.00%
4	First Floor	445 sq. ft.	3 – 1BR, 1K, 1LR, plus 1B	Common Yard	23.00%

*Edna C. Brown*  
Attest. Middlesex S. Register