

TOWN OF WAREHAM  
ZONING BOARD OF APPEALS

APPLICATION FOR A PUBLIC HEARING FOR A VARIANCE/SPECIAL PERMIT

Certain uses are allowed in several zoning districts only by means of a Variance and/or Special Permit from the Zoning Board of Appeals. Those uses are indicated in the Wareham Zoning By-Laws. To apply for a Variance/Special Permit from the Zoning Board of Appeals, please do the following:

- o Complete this form.
- o Complete information packets. (Directions attached)
- o Submit application form and packet to Town Clerk for signature.
- o Submit application form and packet to Town Collector for signature.
- o Submit completed form, packets, and appropriate fees\*\* to the Zoning Board of Appeals secretary.

\*\*Permits may be issued only after a public hearing. There is a filing fee of \$300.00 per lot, per application for all non-conforming residential lots, whether built upon or not. There is a filing fee of \$750.00 per lot, per application for all commercial applications. In the case of a multi-family development, the fee is \$300.00 plus an additional \$50.00 for every unit over two (2). Please make check payable to the Town of Wareham.

\*\*A check to cover two (2) legal advertisements for the public hearing should be made payable to Wareham Week in the amount of \$100.00.

\*\*The applicant will also be responsible for the costs of sending out abutter notifications by Certified Mail. The cost is \$6.90 per certified letter to each abutter. Please see Zoning Board secretary for cost of mailings. Please make check payable to the Town of Wareham.

I hereby apply for a Variance/Special Permit for a use to be made of the following described place:

STREET & NUMBER: 3A Maud Palmer Dr LOT: 5A MAP: 84  
ZONING DISTRICT: MR30  
USE REQUESTED: accessory storage building  
OWNER OF LAND & BUILDING: Jacqui Nichols TEL.# 508-864-2206  
ADDRESS OF OWNER: 3A Maud Palmer Dr  
PERSON(S) WHO WILL UTILIZE PERMIT: Jacqui Nichols  
ADDRESS: 3A Maud Palmer Dr  
DATE: 2/2/21 SIGNATURE: Jacqui Nichols  
This application was received on the date stamped here:

Town Clerk: \_\_\_\_\_ Date: \_\_\_\_\_  
Tax Collector: Shane Hatch 84-5A Date: 2-3-2021  
Planning/Zoning Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
Application fee paid: \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt: \_\_\_\_\_  
Advertising fee paid: \_\_\_\_\_ Check # \_\_\_\_\_ Receipt: \_\_\_\_\_  
Abutters fee paid: \_\_\_\_\_ Check # \_\_\_\_\_ Receipt: \_\_\_\_\_

\*\*\* Electronic Recording \*\*\*  
Doc#: 00089908  
Bk: 45012 Pg: 192 Page: 1 of 2  
Recorded: 12/04/2014 10:47 AM  
ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds

\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Plymouth District ROD #11 001  
Date: 12/04/2014 10:47 AM  
Ctrl# 078106 14738 Doc# Plymouth County F  
Fee: \$1,048.80 Cons: \$230,000.00  
\*\*\*\*\*

## Quitclaim Deed

I, **Matthew J. Dacey, Trustee of Freedom Train Realty Trust** udt dated December 14, 2001 and recorded with Plymouth County Registry of Deeds in Book 21131, Page 344, for consideration paid of two hundred thirty thousand and 00/100 (\$230,000.00) do hereby grant to:

Jacqueline D. Nichols and  
Donald M. Gablaski  
Married to Each Other  
Husband and Wife as Tenants by the Entirety  
With Quitclaim Covenants  
of  
3 Maud Palmer Drive Unit 3A  
Wareham MA 02571

The following:

### **3 Maud Palmer Drive Condominiums, Wareham, MA**

Unit 3A Maud Palmer Drive of the 3 Maud Palmer Drive Condominiums, a Condominium created pursuant to Mass. Gen. L. Ch183A by Master Deed dated October 29, 2004 and recorded on October 29, 2004 with Plymouth County Registry of Deeds in Book 29367, Page 1.

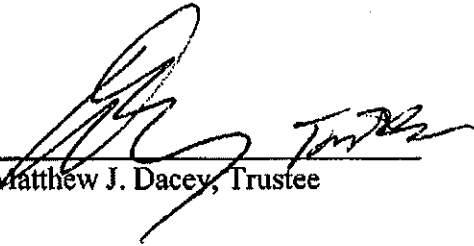
The unit is laid out as shown on a plan recorded with Plymouth County Registry of Deeds in Plan Book 48, Page 992; The units are subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, and the By-Laws filed therewith.

*The Condominium and each of the units is intended for residential purposes and other uses permitted by the applicable Zoning Ordinances and as set forth in the Master Deed.*

The undivided percentage interest of unit 3A Maud Palmer Drive conveyed hereunder in the common areas and facilities is 50%

For title see Deed recorded with Plymouth County Registry of Deeds in Book 21131, Page 348 being a portion of the property conveyed therein.

Address 3 Maud Palmer Drive, Unit 3A, Wareham, MA 02571

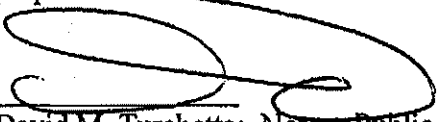
  
Matthew J. Dacey, Trustee

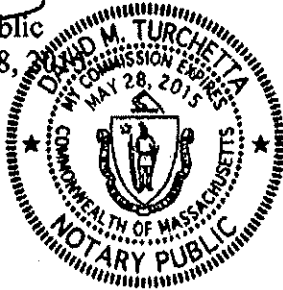
Commonwealth of Massachusetts

*Norfolk ss*

*December 2, 2014*

Then personally appeared the above-named Matthew J. Dacey, trustee as aforesaid who produced a driver's license as evidence of his identity and acknowledged the foregoing instrument to be his free act and deed and that it was executed for its within stated purpose before me.

  
David M. Turchetta: Notary Public  
My commission expires: May 28, 2015



PLO4-888  
PLO4-889

150713  
Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
29 OCT 2004 02:11PM  
JOHN R. BUCKLEY, JR.  
REGISTER  
Bk 29367 Pg 1-19

MASTER DEED OF  
3 MAUD PALMER DRIVE CONDOMINIUMS

Mathew J. Dacey, Trustee of the FREEDOM TRAIN REALTY TRUST, u/d/t dated December 14, 2001 recorded in Book 21131, Page 344 having a usual place of business located at 300 Oak Street, Suite 155, Pembroke, MA 02359 ("Grantor"), the owner of the land in the TOWN OF WAREHAM, PLYMOUTH COUNTY, MASSACHUSETTS, being more particularly described herein below, by duly executing and recording this Master Deed, does hereby submit said land, together, with the buildings and improvements now or hereinafter thereon, and all easements, rights and appurtenances, belonging thereto (collectively called the "Premises") to the provisions of Massachusetts General Laws, Chapter 183A, as amended, ("Chapter 183A"); and proposes to create and does hereby create a condominium with respect to said Premises, to be governed by and subject to the provisions of Chapter 183A; and to that end, declares and provides the following:

1. Name. The name of the condominium is 3 MAUD PALMER DRIVE CONDOMINIUMS (the "Condominium"), and is located at 3A and 3B MAUD PALMER DRIVE, WAREHAM, Massachusetts.

2. Description of Land. The Condominium consists of the land with the building and improvements thereon more fully described in Exhibit A attached hereto and made a part hereof.

3. Management. The organization through which the Unit Owners will manage and regulate the Condominium is the 3 MAUD PALMER DRIVE CONDOMINIUMS TRUST to be recorded herewith as Registry of Deeds Book 29367, Page 20. Each unit shall elect one person to serve as a Trustee of said Condominium Trust pursuant to the terms of the Trust.

Said Condominium Trust is hereby designated as the organization to manage and regulate the Condominium. Each Unit shall elect one of its owners to be a Trustee of the Condominium Trust. The original and present Trustee of the Condominium Trust is MATHEW J. DACEY, having an address of 300 Oak Street, Suite 155, Pembroke, MA 02359, who shall serve alone until such time as there are two different owners.

Said Trust has established by-laws (the "by-laws"), which are set forth and attached thereto, pursuant to and in accordance with the provisions of Chapter 183A.

Ma: 16  
Jeffery Johnson, Esquire  
Center Place  
1550 Falmouth Road  
Centerville, MA 02632

3A. Arbitration. Should the Trustees of the Condominium Trust disagree in any aspect of the management of the Condominium, the Owners shall submit the resolution of the matter to binding arbitration if the disagreement has not been resolved within thirty days of notice to the owners of the disagreement. Such arbitration shall be conducted according to the Rules and Regulations of the American Arbitration Association. The cost of the arbitrator/arbitration shall be a common expense of the owners and fully assessable to each unit.

4. Description of the Building. The Condominium consists of those Units and the appurtenant interests thereto in the Building (the "Building") located as shown on the Site Plan to be filed herewith.

The building is a 2 and ½ story wood structure with an unfinished basement, that contains two (2) Units. The exterior of the building is covered with vinyl siding and it is intended that now as in the future, both units will have the same exterior color scheme. The roof, likewise is presently one color and shall remain one uniform color and texture in the future and is made of asphalt shingles. The foundation is poured concrete. Each Unit contains a full basement and will be separately heated by a gas-fired forced hot air system. **Each unit is serviced by its own septic system and each Unit Owner shall pay their own expense of maintaining and using said system. Each unit agrees to have its septic system pumped annually. Failure to do so will subject its owners to damages payable to the other unit's owners. The units are serviced by a common driveway which is also shared by the Owners of lots 1 and 2, Plan Book 44, Page 551. Said Common Driveway is to be the subject of a separate maintenance agreement which is to be recorded. Each unit is hereby and in said document granted a non-exclusive use easement in this driveway area and as such is responsible for the cost of maintenance of the said driveway including but not limited to snowplowing pursuant to the terms of that document.**

5. Description of the Units.

(a) The intended use of each unit is for residential purposes or such other uses as the Zoning Bylaw of the Town of WAREHAM may now or hereinafter permit. The designation of each Unit, a statement of its locations, approximate area, number of rooms, and immediate Common Area to which it has access, as well as its proportionate interest in the Common Elements, are set forth in Exhibit B attached hereto and made a part hereof and shown on the master plans to be filed herewith.

(b) The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Floors: The plane of the uppermost surface of the basement sub flooring;
- (ii) Ceilings: The plane of the lower surface of the roof rafters;



- (iii) Walls: As to interior building walls separating the Units from each other, and as to the exterior building walls the inner surface of the wall studs;
- (iv) Doors and Windows: As to the doors, the exterior surface and framing thereof, as to the windows, the exterior surfaces of the glass and window frames and storm windows, if any.

Each Unit shall be conveyed together with the right to hang and affix through the finished facings of the walls and into the wall studs, all usual wall ornaments, including without limitation, clocks, pictures, paintings and other similar accessories.

Each Unit includes all utility lines, heating, air conditioning, plumbing, electrical, bathroom and kitchen equipment, apparatus and fixtures that exclusively serve and are located within such Unit.

There is appurtenant to each Unit the following:

- (i) The exclusive right and easement to use the farmer's porches and sundecks located off each unit, as shown on the Site Plan and Floor Plans recorded with this Master Deed/Unit Deeds.
- (ii) Each Unit shall have the exclusive right and easement to use that portion of the yard area adjacent to that unit and designated as "exclusive yard area", subject only to the right of the Owner of Unit 3A to maintain any utilities and his/her/their septic tank along with the pipe to it and the leach area (which leach area both units shall share in the maintenance cost equally), all as depicted on the site plan. Each Unit shall have the exclusive right and easement to use his/her/their yard area. Either Unit Owner can decide to erect a fence dividing the yard areas. The cost and maintenance of said fence to be shared equally between them, but only if they so agree in writing, and without such a writing Unit Owner desiring the fence shall be responsible for the cost of erecting the same and for its continued maintenance.

Each Unit Owner shall be responsible for planting, landscaping, maintenance; upkeep and repair of his/her/their respective yard area and shall pay all costs and expenses thereof. Said expenses shall not be a common expense of the Condominium.

Provided, however, that **nothing** contained herein shall prohibit the Trustees of the Condominium with the assent of Each Unit Owner (should a Unit Owner not be a Manager) from determining that the planting, landscaping, maintenance, upkeep and repair of the Units' respective yard area shall be a common enterprise and common expense of the Condominium. Such decision on the part of the Trustees of the Condominium Trust shall not require an amendment to this Master Deed pursuant to the procedures and provisions contained in Section 13 herein.

(d) Each Unit shall be subject to and have the benefit of the provisions of this Master Deed and all amendments thereto, the by-laws, the rules and regulations promulgated pursuant thereto (the "Rules and Regulations"), and of Massachusetts General Laws Chapter 183A, as amended.

6. Descriptions of Common Areas and Facilities. The Common areas and facilities of the Condominium (the "Common Elements") consist of the entire Premises other than the Units, including without limitation, the following portion of the Premises as may exist from time to time:

(a) The land subject to and together with the benefit of these matters set forth or referred to in Exhibit A attached hereto and made a part hereof, insofar as the same are from time to time in force and applicable.

(b) The foundations, structural columns, girders, beams, supports, and those portions of exterior and interior walls, floors, ceilings and roofs not specifically included as part of the Units.

(c) All utility lines and installations for central services such as power, light, telephone, water, heating and waste disposal including all equipment attendant thereto but excluding that equipment and those lines and installations which exclusively serve an individual Unit and are located within that Unit.

(d) The yard, lawns, planting areas, garden area, walkways, driveways and all improvements thereon and including walls, fences, steps, bulkheads, railings, roofs, decks and other improved or unimproved areas not within Units (subject however to such exclusive use easements as may be described herein and/or depicted on the site plan).

(e) All other parts of the Premises not defined as part of the Units and included within the items listed above and all apparatus and installations (including any replacement thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Buildings and the Condominium.

(f) All other items listed as such in Section I of Chapter 183A but only if the same have not been made a part of a Unit by the express terms of this Master Deed.

Each unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth opposite each Unit on Exhibit "B" attached hereto. The aforesaid percentages have been determined on the basis of the approximate relation that the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units as of this date. The Common Elements shall be subject to the provisions on the Master Deed and all amendments thereto, the Condominium Trust, the by-laws and the Rules and Regulations with respect to the use and management thereof, and all amendments thereto.

7. Plans. Simultaneous with the recording hereof, there shall be recorded a site plan showing the Premises and a set of floor plans of the Building (the "Master Plans") all in compliance with the provisions of Chapter 183A.

8. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other units to use all pipes, master television antennas, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements 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 the Common Elements contained therein or elsewhere in the Buildings.

9. Encroachments. If any portion of the Common Elements shall hereafter encroach upon any Unit, or if any Units shall hereafter encroach upon any other Unit or upon any portion of the Common Elements as a result of (a) settling of the Buildings, or (b) alteration or repair of the Common Elements made by or with the consent of the Condominium Trustees of the Condominium Trust, or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as any such Buildings stands.

10. Purposes. The purposes for which the Building and the Units and other facilities therein, are intended to be used are as follows:

Each of the Units is intended to be used solely for **residential purposes** or such other purposes as the zoning bylaw of the Town of WAREHAM permits, subject to the restrictions set forth in the following section.

The grantor may until said Grantor has sold both of said Units,

(a) Lease Units that have not been sold, subject to the restrictions set forth in the following section.

(b) Use any Units owned by Grantor as models for display purposes of sale or leasing of units.

(c) Use any one Unit owned by Grantor for office work purposes.

Use of the Building and Common Elements may also be restricted pursuant to the provisions of the Condominium Trust and the by-laws and the Rules and Regulations.



11. Restrictions on Use. The Units, the Building and the Common Elements shall not be used (a) for any purpose other than a purpose permitted under Section 10 above or (b) in a manner contrary to or inconsistent with the provisions of the Master Deed and all amendments thereto, the by-laws, or the Rules and Regulations promulgated pursuant thereto, or Chapter 183A.

All leases or rental agreements for units shall be in writing and shall be specifically subject to the Master Deed, by-laws and Rules and Regulations of the Condominium. No Unit may be leased or rented for a period of less than ninety (90) days.

The architectural integrity of the Building and the Units shall be preserved without modifications, and to that end, no awning, screen, sign, banner or other device, no interior or exterior change, addition, structure, projection, decoration or other feature, shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This paragraph shall not restrict the right of Unit Owners to decorate the interior of their Unit, as they may desire.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all of the Units and the Condominium Trustees of the Condominium Trust and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees of the Condominium Trust at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and compliance therewith acknowledged only by an instrument in writing signed by the Owners at the time entitled to seventy-five percent (75%) or more of the undivided interest in the Common Elements and a majority of the Condominium Trustees of the Condominium Trust, and such instrument, duly recorded with the Plymouth County Registry of Deeds, shall be binding on all present and succeeding Owners from time to time of the Units and on the Condominium Trustees of the Condominium Trust then in office. No Owner of a Unit shall be liable for any breach of the provisions of this section, except such as occur during his or her ownership thereof. Notwithstanding the foregoing, no Owner shall make a structural change to the interior of his or her Unit without the prior written approval of the Condominium Trustees of the Condominium Trust that shall be based upon a report of a qualified structural engineer.

12. Right of First Refusal. Each Unit Owner of **3 MAUD PALMER DRIVE CONDOMINIUMS** shall have a right of first refusal with respect to any sale of either of the units (except the initial sales thereof by the Grantor) and to that end no Owner of either unit shall sell or convey the same to any person other than a spouse or child of said Owner, unless (1) said Owner has received a bona fide offer to purchase, (2) said Owner has given written notice to his neighbor, stating the name and address of the offeror and the terms and conditions of the offer to purchase, and containing an offer by said Owner to sell the unit to his neighbor on the same terms and conditions as said offer to purchase, and (3) the Owner to whom notice was given has not within ten (10) days after the receipt of said notice, given written notice of his election to purchase the unit in accordance with the terms and conditions of the offer to purchase. In the event that the "neighboring" Unit Owner shall so elect to purchase a unit, the deed shall be delivered and the consideration paid in full at the Plymouth County Registry of

Deeds upon the latest to occur of the following: 1) at 1:00 o'clock P.M. on the thirtieth (30th) day after the date of the giving of such notice of election to purchase or 2) or such other later date as the purchaser in the submitted offer and the Selling owner may have agreed. In the event that the Unit Owner shall not so elect to purchase, then the unit may be sold and conveyed to the original offeror named in the notice of offer to purchase on the terms and conditions stated therein. However, if the selling Owner shall fail to make such sale and conveyance within six (6) months following the expiration of the time herein above provided for the Unit Owner to elect to purchase the Unit, the selling Owner may not make such sale and conveyance without again complying with the provisions of this paragraph.

The provisions of this paragraph shall not be construed to apply to bona fide mortgagees of any Unit or to sales or proceedings for the foreclosure thereof, or to any transfer by inheritance. ***The right of first refusal contained hereunder shall not in any way impair any rights of a first mortgagee.*** The right of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Units on the basis of race, sexual preferences, creed, color or national origin. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership of the applicable Unit.

**The recording of a deed at the Plymouth County Registry of Deeds shall be conclusive evidence that the provisions of this section have been complied with as to all innocent third parties taking title from a Selling owner so long as the Selling owner has included in the deed a sworn statement that proper notice of the offer had been sent to the neighboring unit owner(s) and 10 days had passed without an exercise of the right of first refusal.**

13. Unit Owners' Rights, Duties and Restrictions.

(a) Each Unit Owner shall be a member of the Condominium association;

(b) Each Unit Owner, including the Grantor, shall be required to pay a proportionate share of the common expenses of the Condominium upon being assessed therefor by the Trustees of the Condominium Trust. Each Unit Owner's share shall be proportionate to his Unit's undivided interest in the Common Elements. Initial assessments shall occur upon the conveyance of the first Unit;

(c) Each Unit Owner's voting rights shall be proportionate to his undivided interest in the Common Elements;

(d) Each Unit Owner shall have a perpetual right of ingress and egress to his or her Unit, which right shall be appurtenant to the Unit. Notwithstanding anything herein to the contrary, there shall be no restriction upon any Unit Owner's right of ingress and egress to his or her Unit;

(e) All present and future owners, their employees, tenants and visitors shall be subject to, and shall comply with the provisions of the Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-laws and the Rules and Regulations as they may be amended from time to time, and the items affecting the title to the Premises as set forth in Section 2 above. The acceptance of a deed of conveyance or the entering into possession of any Unit constitutes an agreement that:

(i) The provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the By-laws and the Rules and Regulations as they may be amended from time to time and the said items affecting title to the Premises, are accepted and ratified by such owner, tenant, visitor, employee or occupant.

(ii) All of such provisions shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and

(iii) A violation of the provisions of this Master Deed and all amendments thereto, the Unit Deed, the Condominium Trust, the by-laws or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Owner of a Unit.

(f) The failure of any Unit Owner to comply with any of the provisions of this Master Deed and all amendments thereto, the Condominium Trust, the Rules and Regulations and Chapter 183A, shall give rise to a cause of action in the Trustees of the Condominium Trust, and any aggrieved Unit Owner, which may then be enforced in any manner permitted by law or in any court of equity.

14. Amendments. This Master Deed may be amended by an instrument in writing (1) signed by the Owners of Units at the time entitled to seventy-five percent (75%) or more of the beneficial interest in the Common Elements; (2) signed by a majority of the Trustees of the Condominium Trust then in office, and (3) duly recorded with the Plymouth County Registry of Deeds;

PROVIDED HOWEVER, that:

(a) The date on which any such instrument of amendment is first signed by the Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date;

(b) No instrument of amendment, which alters the dimensions of any Unit, shall be of any force or effect unless signed by the Owner of the Unit so altered;

(c) No instrument of amendment, which alters the percentage of the beneficial interest to which any unit is entitled in the Common Elements, shall be of any force or effect unless signed by the Owners of all the Units;

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

(e) No instrument of amendment affecting any Unit in any manner which impairs the security of a first or junior mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(f) No instrument of amendment, which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect before the Grantor, has conveyed title to all Units unless the Grantor executes the instrument of amendment;

(g) No instrument of amendment, which disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), shall be of any force or effect. Notwithstanding anything herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed to:

- (i) comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;
- (ii) To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- (iii) To bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or
- (iv) To correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Grantor to vote in favor of, making, or consenting to any such Special Amendment (s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of,

the power to the Grantor to vote in favor of, making, executing and recording Special Amendments. The right of the Grantor to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Grantor no longer holds or controls title to a Unit.

15. Provisions for Protection of Mortgages. Notwithstanding anything to the contrary elsewhere in this Master Deed, the following provisions shall govern and be applicable insofar and for as long as the same is required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

(a) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges, which accrue prior to the acquisition of title to such Unit by the mortgagee, which date of acquisition is hereby deemed to be the date of the auction/entry (not the later date of recording the foreclosure documents).

(b) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the condominium project, unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the sponsor, developer, or builder) of the individual Units have given their prior written approval, the Trustees of the Condominium Trust shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium;
- (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) Partition or subdivide any Unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause);
- (v) Use hazard insurance proceeds for losses to any condominium property (whether the Units or to the Common Areas reconstruction of such Condominium property).

(c) No provision of this Master Deed shall give a Unit owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for losses to or a taking of Units and/or Common Elements.

(d) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the common areas and facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. **In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid to the Trustees of the Condominium Trust within sixty (60) days after the date of conveyance of the first Unit.** The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees of the Condominium Trust. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(e) Upon written request to the Trustees of the Condominium Trust of the Condominium identifying the name and address of the holder, insurer or governmental guarantor and unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereafter referred to as "eligible mortgage holders") are entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor as applicable;

(ii) any delinquency in the payment of assessments or charges owned by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the 3 MAUD PALMER DRIVE CONDOMINIUMS TRUST.

(iv) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this section; and

(f) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(i) any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed

substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

(ii) any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

(iii) except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole, or in part, and which have at least fifty-one (51%) percent of the votes of such remaining units subject to eligible holder mortgages.

(iv) when professional management has been previously required by an eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trustees of the Condominium Trust shall require the prior consent of owners of units to which at least seventy-five (75%) percent of the votes in the Condominium are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one (51 %) of the votes of units subject to eligible holder mortgages.

(g) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder or any lease may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(h) The Trustees of the Condominium Trust shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, by-laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(i) Any holder of a first mortgage of a Unit shall be entitled upon written request of an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) the consent of owners of Units to which at least seventy-five (75%) percent of the votes in the association are allocated and the approval of eligible holders holding mortgages on units which have at least seventy-five (75%) percent of the votes of units subject to eligible holder mortgages, shall be required to terminate the legal status of the condominium; and

(ii) the consent of the owners of Units to which at least seventy-five (75%) percent of the votes in the association are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- d. Insurance or Fidelity Bonds;
- e. Rights to use common areas;
- f. Responsibility for maintenance and repair of the several portions of the Condominiums;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- h. Boundaries of any unit;
- i. The interests in the common area;
- j. Convertibility of units into common areas or of common areas into units;
- k. Leasing of unit estate; or
- l. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

Any first mortgage holder that does not deliver or post to the Trustees of the Condominium Trust of the Condominium a negative response within thirty (30) days of a written request by the Trustees of the Condominium Trust for approval of any addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees of the Condominium Trust making reference to this Section, when recorded at the **Plymouth County Registry of Deeds**, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon.

The Grantor intends that the provisions of this section shall comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. All provisions of



the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

16. Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used,

(a) In the event of a conflict between the Master Deed, Condominium Trust and/or said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(b) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein;

(c) In the event of any conflict between the provisions of this and any other provisions of the Master Deed, the provisions of this Section shall control.

17. Priority of Lien.

(a) To the extent required by applicable law, any lien of the Trustees of the Condominium Trust for common expenses, assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any unit may pursuant to applicable law be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Trustees in connection with unpaid assessments may according to applicable law be subordinate to said mortgage.

(b) A lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall, **but only to the extent required by applicable law**, extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments, which are so extinguished by applicable law, may be reallocated and assessed to all unit estates as a common expense.

18. 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 of breaches, which may occur.

19. 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 nor the intent of any provision hereof.

20. Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws chapter 183A shall have the same meanings here unless the context otherwise requires.

21. Grantor's Additional Rights, Assignment of Grantor's Rights. In addition to all other rights of Grantor hereunder, Grantor reserves unto itself, its workmen, servants, contractors and work crews, the following rights to be in full force and effect until the last Unit is sold: access, ingress and egress over and upon the Common elements, including that deemed by the Grantor to be necessary to facilitate the work of reconstruction, rehabilitation, improvement and other work in process or contemplated by Grantor during normal working hours; to store construction materials, equipment and supplies in the portions of the ground floor areas of the Buildings not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods not more than six (6) hours at any time during any one day) the use by Unit Owners of Common Elements to facilitate construction or for purposes of safety (provided of course, no Unit Owner shall be denied at least one means of access to his Unit during such periods of restrictions); to leave debris resulting from construction in the Common Elements, but only during working periods, provided the same do not endanger safety and provided Grantor removes all such debris as soon as reasonably practicable; to interrupt for brief intervals not exceeding three (3) hours during daylight hours, water, electric and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Elements under construction, to park vehicles used in connection with the construction work or incident thereto in parking areas which have not been assigned to any specific Unit by designation of the Grantor.

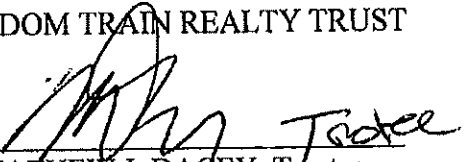
21. Assignability. Grantor, by deed or separate assignment shall be entitled to assign any and all of its rights and reserved rights hereunder and in the by-laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Grantor or by the Condominium.

22. Trustee's Certificate: I further certify as follows:

- (a) I am the sole trustee;
- (b) The Declaration of Trust has not been altered, modified, amended or terminated since its recording, except as may already appear of record at said Registry of Deeds;
- (c) No beneficiary is a minor, incompetent, a corporation selling all or substantially all of its assets, or a personal representative of an estate subject to tax liens;
- (d) The beneficiaries of the Trust have authorized and directed the Trustee to execute this Master Deed.

EXECUTED as a sealed instrument this 29<sup>th</sup> day of October, 2004.

FREEDOM TRAIN REALTY TRUST

  
By: MATHEW J. DACEY, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

October 29, 2004

Then personally appeared before me, the undersigned notary public, the above-named MATHEW J. DACEY, Trustee of FREEDOM TRAIN REALTY TRUST, known to me and by me known, 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.


  
Notary Public  
My commission expires: JEFFERY JOHNSON  
11/19/10

EXHIBIT B

Unit Designation: UNIT 3A MAUD PALMER DRIVE  
3 MAUD PALMER DRIVE CONDOMINIUMS  
WAREHAM, MASSACHUSETTS

Location: 3A MAUD PALMER DRIVE  
WAREHAM, MASSACHUSETTS

Approximate Area: First floor 1,040 square feet  
Second floor 997 square feet  
Total Living area 2,037 square feet  
Unfinished basement 1,023 square feet  
Garage 378 square feet  
Total area 3,438 square feet  
excluding any exclusive use areas

Number and Composition of Rooms: 2 1/2 story building having an Entry area, Dining Room, Kitchen/Breakfast area, Garage, Laundry Room, 3 bedrooms, 2 1/2 Baths, closets, Basement area per plans for each Unit

Immediate Common Area: Yard from Covered Porch  
Exclusive use area sundeck from Breakfast area  
Yard from deck and bulkhead  
Driveway from Garage

Percentage Interest in Common Area: 50% to 3A MAUD PALMER DRIVE

Unit Designation: UNIT 3B MAUD PALMER DRIVE  
3 MAUD PALMER DRIVE CONDOMINIUMS  
WAREHAM, MASSACHUSETTS

Location: 3B MAUD PALMER DRIVE  
WAREHAM, MASSACHUSETTS

Number and Composition of Rooms: 2 1/2 story building having an Entry area, Great Room, Kitchen/Dining area, Garage, Laundry Room, Den, 3 bedrooms, 2 1/2 Baths, closets, Basement area per plans for each Unit

Approximate Area:

First floor	845 square feet
Second floor	928 square feet
Total Living area	1,773 square feet
Unfinished basement	845 square feet
Garage	378 square feet
Total area	2,996 square feet

excluding any exclusive use areas

EXHIBIT A

Property Address: Lot 5 Units 3A & 3B, on Plan Book 44, Page 551, Maud Palmer Drive,  
Wareham, Massachusetts

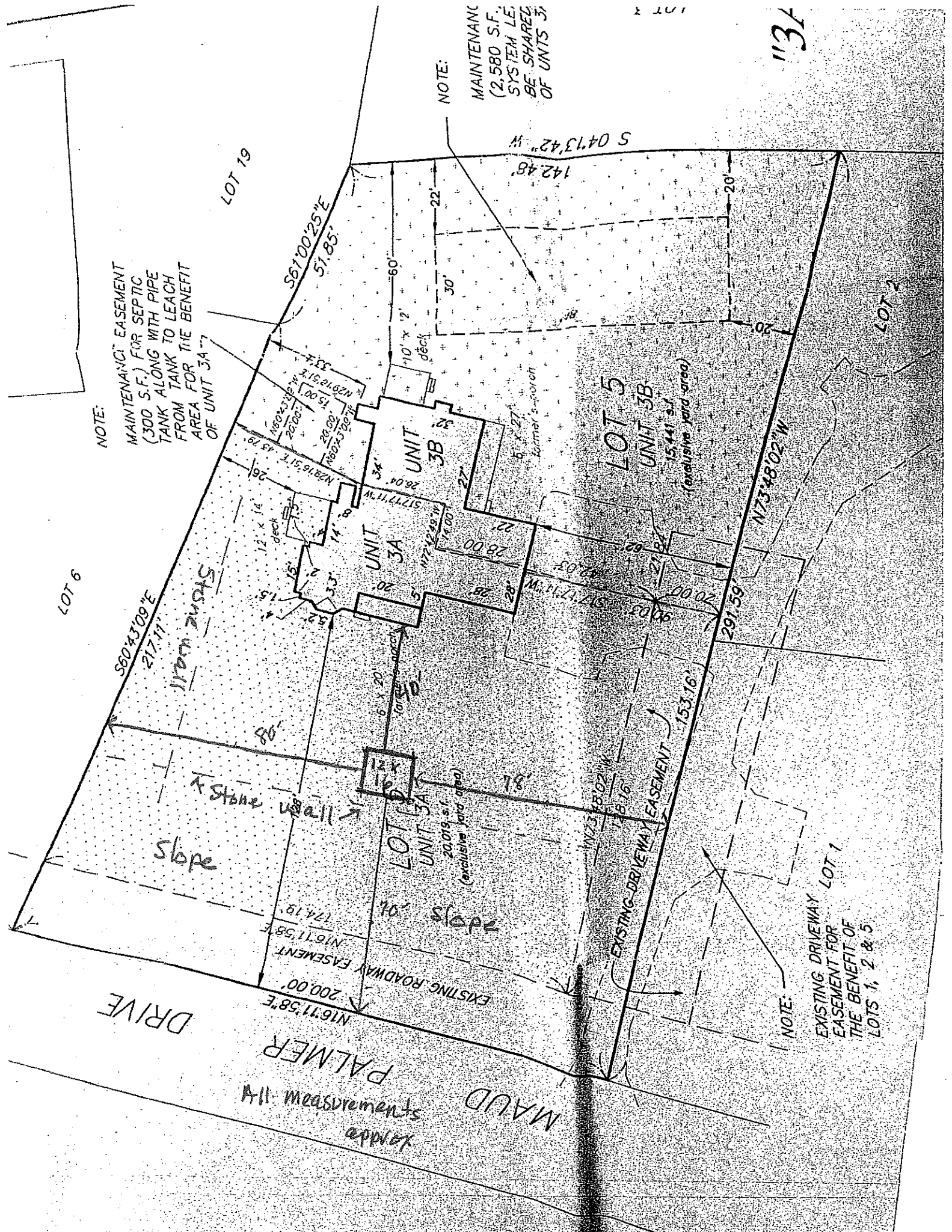
The parcel of land with building thereon, if any, situate in Wareham, Plymouth County, Massachusetts, being further described as follows:

Lot 5, as shown on a plan of land entitled " 'LINCOLN HILL' DEFINITIVE SUBDIVISION PLAN OF LAND in WAREHAM, MA. Prepared for HATHAWAY & MAIN TRUST, Scale: 1" = 60' Dated Oct. 24, 2000, revised 1-22-01 and revised 2-23-01, Kenneth R. Ferreira Engineering, Inc. 46 Foster Street, New Bedford, MA 02740" Plan Book 44, Page 551.

\*  
For title reference see deed recorded at Plymouth County Registry of Deeds at Book 21131, Page 348.

g\exhibits\Maudpalme.lot5.exa

\* see also the site plan dated July 3, 2003  
by Flaherty + Stefanic recorded as plan  
# \_\_\_\_\_ of 2004 and AS BUILT PLAN  
of units dated August 12, 2003  
recorded as plan # \_\_\_\_\_ of 2004



NOTE:  
 MAINTENANCE EASEMENT  
 (300 S.F.) FOR SEPTIC  
 TANK ALONG WITH PIPE  
 FROM TANK TO LEACH  
 AREA FOR THE BENEFIT  
 OF UNIT 3A-7

NOTE:  
 MAINTENANCE  
 (2,580 S.F.)  
 SYSTEM LE,  
 BE SHARER  
 OF UNITS 3A

1137

LOT 6  
 S60°33'00"E  
 277.17'

LOT 7  
 S61°00'25"E  
 51.85'

142.48'  
 S 04°13'42" W

LOT 5  
 UNIT 3B  
 15.441 s.f.  
 (exclusive yard area)

N73°48'02" W

DRIVE  
 N16°11'58"E  
 200.00'

PALMER

MAUD

NOTE:  
 EXISTING DRIVEWAY LOT 1  
 EASEMENT FOR  
 THE BENEFIT OF  
 LOTS 1, 2 & 5

stone wall  
 slope

LOT 2  
 UNIT 3A  
 20.019 s.f.  
 (exclusive yard area)

EXISTING DRIVEWAY EASEMENT  
 N73°48'02" W  
 153.16'

EXISTING ROADWAY EASEMENT  
 N16°11'58"E  
 174.19'

LOT 1  
 UNIT 3A  
 28.04 s.f.

LOT 5  
 UNIT 3A  
 28.00 s.f.

LOT 2  
 UNIT 3B  
 28.00 s.f.

LOT 6  
 UNIT 3A  
 28.00 s.f.

LOT 7  
 UNIT 3B  
 28.00 s.f.

LOT 1  
 UNIT 3A  
 28.00 s.f.

LOT 2  
 UNIT 3B  
 28.00 s.f.

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope

stone wall  
 slope



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BTGS1216	12' x 16' Garden Special Cape <ul style="list-style-type: none"> <li>&gt; Select Siding Color : Tan</li> <li>&gt; Select Trim Color : White</li> <li>&gt; Select Shingle Color : GAF Pewter Gray</li> <li>&gt; Select Door Color : White</li> <li>&gt; Select Ramp : 6' Ramp</li> <li>&gt; Select Layout : Layout GS-4</li> <li>&gt; Select Storage Loft : No storage loft</li> <li>&gt; Select Cupola : No Cupola</li> <li>&gt; Select Dormer : No dormer</li> </ul>	\$6,240.00	1	\$6,240.00
<a href="#">update quantities</a>		Subtotal		<b>\$6,240.00</b>
<a href="#">Continue Browsing</a>				

Delivery & Pick-Up Information

Layout  
GS-4  
\$235



Layout GS-4 includes:  
 Standard 6' Double Door (left gable)  
 Extra single door (front center) Add \$235  
 2 Aluminum Windows with Screens & Boxed Trim

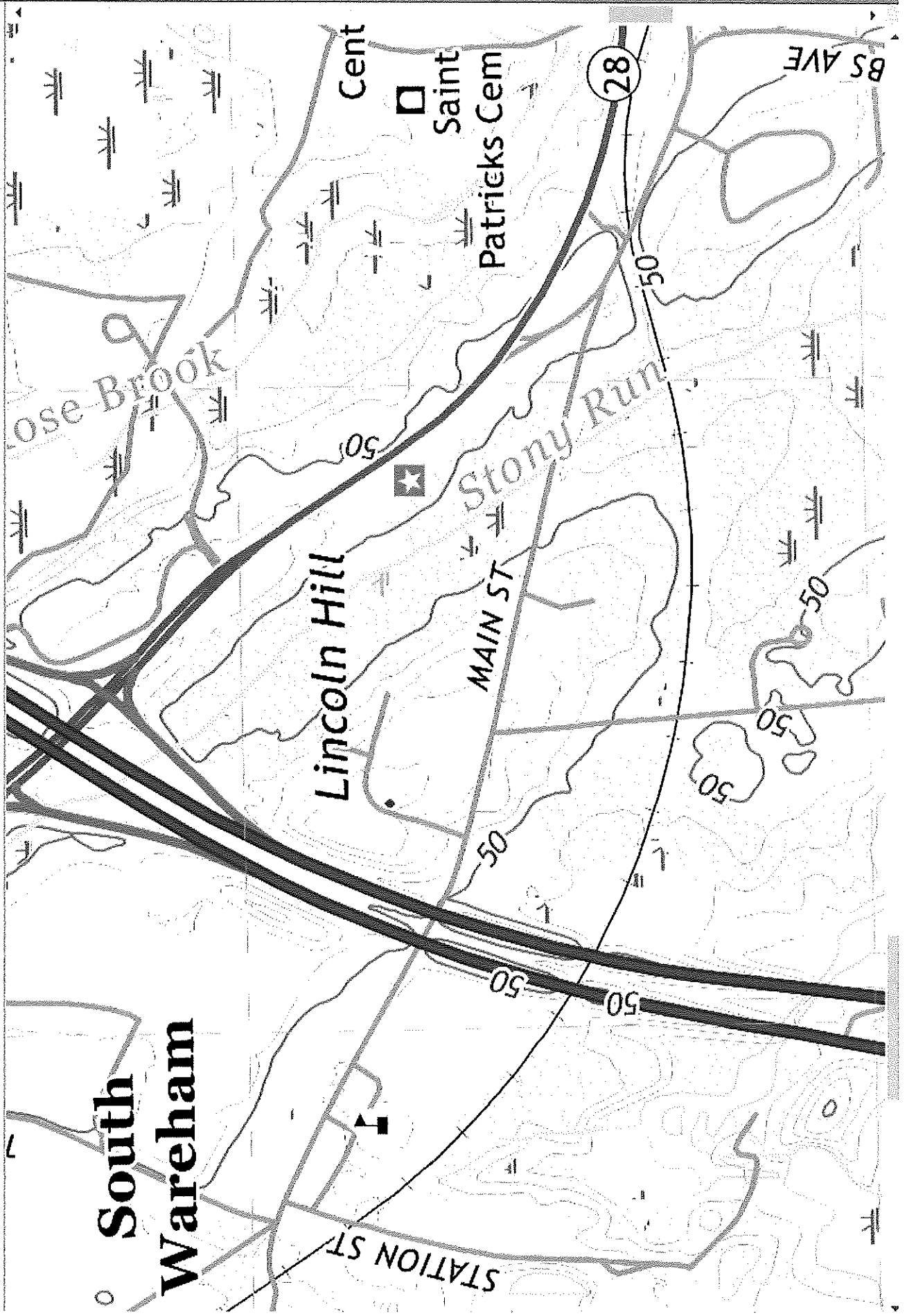




3A Maud Palmer Dr

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ngmdb.usgs.gov/ht-bin/tv\_browse.pl?id=bc7919bdf8780ed197ae076aff403ec4



Jacqui Nichols  
3A Maud Palmer Dr  
Wareham, Mass. 02571

February 2, 2021

Wareham Zoning Board of Appeals  
54 Marion Rd.  
Wareham, Mass. 02571

Re: Application for Variance – Accessory Structure


Dear Sir/Madam,

I am applying for relief from zoning in order to locate a 12 X 16 shed in my front yard. The reason for this is that I do not have access to a back yard.

Our property is a condex and each condominium unit has exclusive use of their yard as delineated on the site plan, which is attached to this application. The sheds location is dictated by the existence of yard slope and stone wall locations.

The shed will be utilized for lawn and garden equipment storage.

Thank you for your consideration.

  
Jacqui Nichols



# TOWN of WAREHAM

*Massachusetts*

## BUILDING DEPARTMENT

David L Riquinha  
Director of Inspectional Services

---

Jacqui Nichols  
3A Maud Palmer Dr.  
Wareham, MA 02571

January 26, 2021

RE: 3A Maud Palmer Drive (Accessory Structure)

Map # 84, Lot # 5/A

I have reviewed your application to construct a new accessory structure at 3A Maud Palmer Drive in Wareham MA. The proposal does not comply with current zoning regulations and must be denied at this time.

You are proposing to construct a new 12' x 16' accessory storage structure in the front yard of your existing property. The Wareham zoning by-law mandates that all accessory structures be placed at a distance equal to or greater than the principal buildings existing setback. You must apply for and secure a Variance from the Zoning Board of Appeals in order to proceed with your proposal.

Your permit application is being denied under the following sections of the Wareham Zoning By-law:

- **Article 6, Table 625, Accessory Buildings;** Accessory buildings are not permitted in the front yard, or forward of the principal buildings current setback. Your proposal does not comply with the applicable regulation and requires a Variance from the Zoning Board of Appeals.
- **Article 13, Section 1361, Alteration or Extension of Other Structures;** "Any proposed change that adds a new non-conformity or aggravates and/or intensifies an existing nonconformity will require a Variance from the Zoning Board of Appeals."

The subject dwelling is located in the MR-30 zoning district.

Respectfully,

David Riquinha  
Building Commissioner  
Zoning Enforcement Officer

**It is the owners' responsibility to check with other departments, i.e. Health, and conservation, etc. to ensure full compliance.**

**In accordance with the provisions of MGL chapter 40A §§ 15, you may apply to the Zoning Board of Appeals for the above noted relief within thirty (30) days of receipt of this letter.**

TOWN OF WAREHAM ABUTTERS						
MAP & LOT	OWNER	CO-OWNER	STREET ADDRESS	TOWN	STATE	ZIP CODE
MAP 84-5A						
OWNERS JACQUELINE D NICHOLS & DONALD M GABLASKI						
85-2/A	GURNEY DARLENE A	GURNEY DAVID A	PO BOX 285	W WAREHAM	MA	02576
84-7	FOURNIER JEFFREY P	FOURNIER KARIN M TRUSTEES	4 MAUD PALMER DR	WAREHAM	MA	02571
84-8	DOBBINS ANDREW A	DOBBINS KAREN A	6 MAUD PALMER DR	WAREHAM	MA	02571
84-1	STEELE NICHOLAS M	STEELE KELLEY F	1A MAUD PALMER DR	WAREHAM	MA	02571
84-5B	DIFFER MARC	DIFFER SARAH	3B MAUD PALMER DR	WAREHAM	MA	02571
84-6	SKILLINGS CHARLES R	SKILLINGS MARIA M	5 MAUD PALMER DR	WAREHAM	MA	02571
84-2	RUSSO BENJAMIN M	RUSSO DIANE P	1B MAUD PALMER DR	WAREHAM	MA	02571
84-19	ROBERSON MARGARET E	C/O MARGARET E ROBERSON PERS REP	PO BOX 381	WAREHAM	MA	02571
84-3	YACHMETZ BEVERLY JEAN	YACHMETZ STEPHEN SPEARS	709 MAIN ST	WAREHAM	MA	02571
84-18	YOUSSEF YOUSSEF F	YOUSSEF TANIA	9 MAUD PALMER DR	WAREHAM	MA	02571
CERTIFIED ABUTTERS AS THEY						
APPEAR ON OUR TAX ROLLS						
AS OF 1/15/2021						
<i>W. Reu Alex</i>						
ASSESSORS						
REQUESTED BY						
JACQUI NICHOLS						
508 864-2206						

my copy

95.76