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CASE NO. 20-02

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NOTICE OF PUBLIC HEARING BY THE
BELMONT ZONING BOARD OF APPEALS

ON APPLICATION FOR ONE SPECIAL PERMIT

Notice is hereby given that the Belmont Zoning Board of Appeals will hold a public hearing on Monday, February 3, 2020 at 7:00 PM in the Art Gallery, 3rd floor, Homer Municipal Building, 19 Moore St., to consider the application of 125 Trapelo Road LLC, Edward Burke, manager, located in Local Business I (LBI) Zoning District for One Special Permit under §1.5.2 of the Zoning Bylaw to modify an existing non-conforming use by adding a new residential unit to an existing 40 unit structure. Special Permit 1.- §1.5.2 of the By-Law allows changes and extensions of nonconforming uses by a Special Permit granted by the Board of Appeals. The existing is 40 unit apartment building, the proposed is to be 41 units.

ZONING BOARD OF APPEALS

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Town of Belmont
Zoning Board of Appeals

APPLICATION FOR A SPECIAL PERMIT

Date: _____

Zoning Board of Appeals
Homer Municipal Building
19 Moore Street
Belmont, MA 02478

To Whom It May Concern:

Pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9, as amended, and the Zoning By-Laws of the Town of Belmont, I/we the undersigned, being the owner(s) of a certain parcel of land (with the buildings thereon) situated on _____ 125 Trapelo Road _____ Street/Road, hereby apply to your Board for a **SPECIAL PERMIT** for the erection or alteration on said premises or the use thereof under the applicable Section of the Zoning By-Law of said Town for _____ Resumed use and occupancy of Unit 1A at 125 Trapelo Road.

See also attached history and statement of circumstances.

on the ground that the same will be in harmony with the general purpose and intent of said Zoning By-Law.

Signature of Petitioner

Print Name

Edward Burke, Manager of 125 Trapelo LLC

Address

374 Quincy Street

Brockton, MA 02302

Daytime Telephone Number _____

December 6, 2005

**HISTORY AND STATEMENT OF CIRCUMSTANCES
125 TRAPELO ROAD, UNIT 1A**

History

1. By Master Deed recorded in the Middlesex Registry of Deeds - Land Court Division, a 41 Unit Condominium was created on January 19, 2005. Master Deed attached hereto as Exhibit A.
2. The Master Deed included 41 units; one of which was Unit 1A. As indicated in the Unit Plan, Unit 1A contained 221 square feet. A copy of the recorded Unit Plan for Unit 1A is attached hereto as Exhibit B.
3. Beginning in Fiscal Year 2007, Unit 1A was separately assessed as a condominium unit by the Town of Belmont. See Assessment History page attached hereto as Exhibit C.
4. By Deed recorded March 31, 2015, Unit 1A, as part of a package of other condominium units was conveyed to the Applicant herein, 125 Trapelo LLC. Unit 1A has continued to be separately assessed during the entirety of Applicant's ownership. See Deed attached as Exhibit D.
5. The Town of Belmont issued Certificates of Inspection dated January 31, 2012 and January 31, 2017 indicating that the 125 Trapelo Road property contained 41 Units. Certificates attached as Exhibits E and F.

Statement of Circumstances

6. By letter dated April 20, 2018, Glenn R. Clancy as Inspector of Buildings and Zoning Enforcement Officer communicated to representatives of the Applicant, that Unit 1A was "illegal and must be vacated and removed." Copy of April 20, 2018 attached as Exhibit G.
7. Thereafter, representatives of the Applicant met with and communicated with Town of Belmont officials in an attempt to resolve the question about the use and occupancy of Unit 1A. The major issue with the Unit was understood to be its lack of an adequate second means of egress.
8. In the summer of 2019, a building permit application was submitted so as to provide Unit 1A with an adequate second means of egress. Copy of the plan showing the proposed construction is attached hereto as Exhibit H.
9. The Building Permit application was denied, and the Applicant was directed to file an application for a Special Permit. See letter dated August 26, 2019 attached hereto as Exhibit I.

10. Since 2007, Unit 1A has been a separately assessed condominium unit which until the 2018 communication (Exhibit G) had been used and occupied. The Town continues to bill for and accept real estate taxes for Unit 1A as a permissible unit. The Applicant has developed and submitted a construction plan so as to give Unit 1A a second means of egress. Use of the unit will not change the footprint of the building and will be consistent with the general purpose and intent of the Zoning By-Laws. It would be an undue hardship to effectively take from the Applicant a condominium unit that it purchased back in 2015 as a bona fide purchaser.

11. The Applicant is prepared to accept as a condition of any grant of a Special Permit that its use of Unit 1A will be subject to its completion of the construction improvements as indicated in its plans (Exhibit H).

Exhibit A:

Master Deed

Dec 7, 2004 ALLOWED
Chad W. [Signature]
Justice

**CONDOMINIUM MASTER DEED
125 TRAPELO ROAD CONDOMINIUM
125 Trapelo Road
Belmont, Massachusetts**



2005 01362288
Bk: 32 Pg: 97 Cert#: C817
Doc: MD 01/19/2005 10:38 AM

125 Trapelo Rd, Belmont.

(a) Creation of Condominium

The undersigned, Alex M. Steinbergh, Trustee, Trapelo Common Realty Trust u/d/t dated May 28, 1999 and recorded with the South Middlesex Land Court Registry District as Document Number 1108280, as noted on Certificate of Title No. 215116, Book 1205, Page 166, having a principal place of business at c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, MA 02143, (the "Declarant"), being the sole owner of the land with the building thereon with the post office address of 125 Trapelo Road, Belmont, Middlesex County, Massachusetts 02478, 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, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A (the "Act"), and does hereby state it proposes to create, and does hereby create, a condominium (the "Condominium") with respect to the Subject Property, to be governed by and subject to the provisions of the Act.

Declarant has previously granted an easement (Exhibit C) to RCG Trapelo Road LLC, a Massachusetts Limited Liability Company, recorded with the Middlesex South Registry of the Land Court as Instrument Number 01340958 on Certificate Number 215116, for the use, maintenance, repair, leasing, licensing, accessing and replacement of cell towers, radio towers, antennas, satellite dishes and other electrical and communications equipment on the roof of the premises. Holder of said easement shall be entitled to all of the consideration resulting from said easements. If the owner of any unit in the Condominium brings a court action challenging declarant's right to grant such easement and is unsuccessful, said owner will be liable for declarant's costs and reasonable attorney's fees involved in defending such action.

(b) Description of Land

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Land") 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 six (6) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle

(215116)

and on foot in, upon, over and to the common areas and facilities of the Condominium (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all buildings, for the purpose of any phase for (a) satisfying any special permit or variance requirement for the Town of Belmont and (b) installing cable television lines and utilities serving the Units and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install cable television lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium building, including, but not limited to, the storage bins and any roof antennas or other electrical devices.

(c) **Description of Building**

There is one building ("Building") on the Land at 125 Trapelo Road. The building contains one (1) basement level and seven (7) floors. Floor 1 contains five (5) residential units ("Units"). Floors 2-7 each contain six (6) residential units ("Units") for a total of forty one (41) units. The Building is a steel frame building with a brick façade. The interior walls are drywall. The roof is a continuous rubber membrane roofing system.

(d) **Description of Units, Storage Bins and Heating and Cooling Systems.**

The designation of each Unit, and a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

I. Unit Boundaries

The boundaries of each of the Residential Units with respect to the floors, ceilings, and walls thereof are as follows:

- (i) Floors: The upper surface of the sub-flooring;
- (ii) Ceilings: The underside surface of the slab of the floor above;
- (iii) Exterior Walls without Windows or Glazing: The exterior surface of the exterior wall.
- (iv) Interior Walls: The centerline of the wall between Units and between Units and the common areas and facilities.

- (v) Exterior Walls Consisting in Whole or in Part of Windows, Glazed Doors or other Glazing Area: An imaginary line along the entire wall defined by the vertical plane of the outside face of the glass. If any part of a wall contains a window or glazing area, however small such window or glazing area may be in relation to the area of the wall in which it is located, the boundary is nevertheless the imaginary line set forth in the preceding sentence. Notwithstanding the boundary definition in the two preceding sentences, the Unit Owner shall be responsible for the maintenance, repair and replacement of all windows, glazed doors and other glazing areas, and unglazed doors, in interior and exterior walls of the Unit including but not limited to those which open from the Unit.
- (vi) Pipe Chases, Shafts 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, shaft or other enclosure which serve more than one Unit are a part of the common areas and facilities.
- (vii) Balconies. Balconies are part of the units with balconies as designated in Exhibit B. Unit owners shall be responsible for maintenance of balconies associated with their units.

II. Storage Bins.

Storage bins are located in the basement of the Subject Property. The trustees of the Condominium Association will make a diligent effort, but will not be obligated, to provide each unit owner with some storage space. Any Unit Owner using a storage bin shall have the obligation to maintain, repair and replace such storage bin at his or her own expense and shall bear all risks with respect to any property stored in such storage bin. Storage bins shall be used solely for storage of normal and customary household items. No hazardous or flammable substances shall be stored in storage bins. Owner, developer, management, and maintenance agents all must have use of all storage areas for emergency repairs.

III. Heating and Cooling Systems.

The condominium is heated by means of a control gas fired forced hot water heating system. The system is centrally controlled to maintain temperature throughout the building.

A gas fired hot water heater located in the mechanical room supplies hot water for all Units.

Each Unit Owner shall be responsible for (a) the cost of cooling and heating his Unit as established by sub-metering by the utility company, (b) the maintenance, operation, repair, and replacement of, and electricity required to operate (x) the Unit AC/heating System within their unit, including all portions of the same whether located within or

without the Unit, and (z) all pipes, wires, controls, conduits, and equipment appurtenant to the foregoing, whether located within or without the Unit, unless said elements serve more than one unit, in which case they are common elements.

The Trustees shall be responsible for the maintenance, operation, repair and replacement of the heating system that serves areas of the Buildings other than Units.

Each Unit Owner shall keep his Unit heated to a temperature of not less than 50 degrees Fahrenheit to avoid the possibility that pipes will freeze.

IV. Parking.

(i) There is an outdoor parking area in the rear of the building containing sixteen (16) Parking Spaces (collectively, the "Parking Spaces", individually, a "Parking Space"). The Parking Spaces shall be a part of the common areas and facilities. However, notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the exclusive right and easement from time to time to sell and convey easements for the exclusive use of a Parking Space (collectively, the "Parking Easements"; individually, a "Parking Easement") to Unit Owners. The Declarant may sell and convey Parking Easements to Unit Owners, for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the right to grant Parking Easements either in Unit deeds, or by separate instruments. Owners of Parking Easements may convey their interest, but only to other Unit Owners. The Declarant reserves the right to permit parking on the Parking Spaces by sales personnel and visitors, and to use, rent, license or lease Parking Spaces. Any Parking Easements which have not been conveyed to grantees whether prior to or subsequent to the conveyance of the last Unit to be conveyed by the Declarant, shall be deemed to continue to be owned by the Declarant as easements in gross until such time, if at all, as the Declarant expressly conveys the same. The Trustees shall establish a separate budget and fee schedule for maintenance, repair, replacement and plowing of Parking Spaces.

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

The common areas and facilities of the Condominium (the "common areas and facilities") consists of the Land 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 B hereto.

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 foundations and footings 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, exterior walls other than exterior walls of Units, and any interior load bearing walls, the sub-flooring below the upper surface thereof, elevators and all apparatus, controls, and wiring appurtenant thereto, roofs, Building entrances and exits, and all structural portions of the Building, stairwells, corridors (other than stairwells and corridors located entirely within a Unit), and electrical closets (other than electrical closets located entirely within a Unit) Notwithstanding anything to the contrary in this Master Deed, exterior walls of Units shall be a part of such Unit, and not a part of the common areas and facilities**
- (iii) **Installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single Unit, whether located in whole or in part within, or without such Unit, are a part of the Unit, which it services and is not a part of the common areas and facilities. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;**
- (iv) **All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the Building outside of the Units and which serve the common areas and facilities and/or two or more Units, and all installations outside the Units for services such as lights, power, emergency generator (if any), telephone, water, and sanitary sewer drainage and which serve the common areas and facilities and/or two or more Units. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;**
- (v) **Except as set forth in Section (d)III, 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 the Units, but which service more than one Unit;**
- (vi) **Exterior lighting devices and wires and poles serving the same;**
- (vii) **The entrance foyers, electrical room and emergency electrical room, telephone room, boiler room, elevator lobby, elevator shaft, elevator**

machine room, mail boxes, laundry room and janitor closet;

- (viii) All other portions of the Subject Property and listed as common areas in the Act, except for the Units described on Exhibit B 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 B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) **Master Plans**

A set of the floor plans of the Buildings 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 the Act, have been recorded simultaneously with the recording of this Master Deed. A site plan showing the footprint of the Buildings has also 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 Units are intended only for residential purposes; provided, however, that any of the Units may also be used as an office/studio but only (x) accessory to such residential use of such Unit or accessory to the residential use of another Unit in the Condominium owned by the same Unit Owner, and (y) only if and to the extent such accessory office/studio use is permitted by applicable zoning laws and (z) no one shall be employed in such office/studio except residents of the Unit, no clients or business invitees shall be permitted to visit such office/studio, and there shall be no signs in connection with such office/studio use.
- II. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
- III. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto; and
- IV. Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees, have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees, may use one or more unsold Units for sales offices, models, and other purposes, and may rent, lease or license Units.

- V. Ordinary domestic pets and animals may be kept by any Unit Owner. No such pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a leash. The Unit Owner or person walking such pet or animal shall immediately clean up any and all droppings for which his pet or animal is responsible in or about the Condominium, including, without limitation, the sidewalks and exterior landscapes. Any Unit Owner keeping a pet or animal in violation of the foregoing, or which causes any damage to or requires cleanup of any Unit (other than the Unit of the owner of such pet or animal) or the common areas and facilities or which is offensive or causes or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, cleanup and/or elimination of such disturbance or nuisance. After due notice and hearing in accordance with Section 33 of the By-Laws of the Condominium Trust, the Trustees may require any Unit Owner to permanently remove any pet which has habitually been guilty of annoying or harassing any Unit Owner or occupant. The Trustees shall assess to such Unit Owner all costs of enforcement and until paid the same shall constitute a lien against the Unit of such Unit Owner pursuant to the provisions hereof and Section 6 of the Act.

(h) **Amendment of Master Deed**

- I. Except as set forth in Section (n)II and (n)III hereof, this Master Deed may be amended by (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the undivided interests in the common areas and facilities, and (ii) the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) 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) vote of a majority of the Trustees. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the first sentence of this paragraph, is duly recorded in the Middlesex South Registry District of the Land Court, provided, however, that:
- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South Registry District of the Land Court within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place; and
- (ii) The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be

altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, as expressed in an amended Master Deed duly recorded; and

- (iii) No instrument of amendment which 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 No instrument of amendment that alters the rights of the Declarant, or the rights of the owners or easements for the exclusive use of storage bins, 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, and the owners of easements for the exclusive use of storage bins, respectively; and
- (iv) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Act shall be of any force or effect.

II. 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, 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, Massachusetts Housing Finance Agency, the secondary mortgage market, or any institutional 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 Condominium Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 125 Trapelo Road Condominium Trust under Declaration of Trust of even date to be recorded herewith. The initial address of the Trust is c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, Massachusetts 02143. Subsequent to the expiration of the term of the Initial Board, the address of the Trust will be 125 Trapelo Road Condominium, 125 Trapelo Road, Belmont, Massachusetts 02478. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium 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 names and address of the initial Trustees of said Condominium Trust and their terms

of office are as follows:

R. Stanley Bowden and Alex M. Steinbergh, c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, Massachusetts 02143.

Term: As set forth in Section 3 of the Declaration of Trust of 125 Trapelo Road Condominium Trust.

The Trustees have enacted By-Laws pursuant to the Act, 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 "125 Trapelo Road 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 Buildings, 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 and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, or (4) repair or restoration of the Buildings 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 Buildings stand.

(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 owners 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 owners 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 a Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees shall have a right of access to each Unit and Storage Bin 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 Buildings. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(m) Wires Located Outside of Units

Each Unit Owner shall have an easement in common with the owners of other Units to use all wires (including but not limited to those appurtenant to cable television, telephones, and security systems) installed by the Declarant and located in the other Units and in portions of the common areas and facilities and serving his Unit. Each Unit Owner shall be subject to an easement in favor of the owners of the other Units, and of the Trustees, to use all wires (including but not limited to those appurtenant to cable television, telephones, and security systems) serving other Units or the common areas and facilities in such Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees shall have a right of access to each Unit and Storage Bin, 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. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(n) Creation of Contiguous Units; Certain Changes

I. Contiguous Units.

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

- (i) The Contiguous Owner shall send written notice to the Trustees of his intention to so physically connect such Units and such notice shall be accompanied by i) detailed plans and specifications showing the proposed work (the "Plans") drawn by an architect registered in Massachusetts, and ii) a written statement by such registered architect that such work will not impair the structural integrity of the Buildings, and iii) a written agreement under which the Contiguous Owner obligates himself to the other Unit Owners and to the Trustees 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 Buildings or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities and that all bills for labor and materials will be promptly paid by the Contiguous Owner, and that the Contiguous 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 Contiguous Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees may engage to advise

them as to any aspect of such work (provided that the Trustees may, but shall not be obligated to engage an architect to so advise them), and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this Section (n). The Contiguous Owner shall secure all necessary permits prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an amount not less than one million (\$1,000,000.00) dollars, or such higher amount as may reasonably be required by the Trustees, such insurance naming the Condominium Trust as additional insured, and deliver to the Trustees evidence of such insurance coverage and proof of payment of the premium therefor prior to the commencement of the work. The work shall be performed in such manner as to minimize disturbances to other Unit owners and occupants.

- (ii) No such work shall commence unless and until the Trustees 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, or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and Plans and with this Section (n) of this Master Deed.

- (iii) At the completion of the work, the Contiguous Owner shall notify the Trustees, 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 in accordance with the Plans, and that the performance of such work has not impaired the structural integrity of the Buildings or adversely affected pipes, wires, risers or utilities which are part of the common areas and facilities. During such time as the Units are physically connected, the Contiguous Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and repass through the common areas and facilities which separated such Units from each other prior to the work which 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 contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such contiguous arrangement by following the procedure set forth hereinabove in this Section (n) 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 contiguous 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 (n) of this Master Deed. If a Unit Owner physically connects (or disconnects) Units which he owns in a contiguous arrangement as set forth above, the Trustees shall unilaterally amend this Master Deed, but only to reflect the creation (or reversal) of such contiguous arrangement. Such amendment shall be accompanied by a plan prepared and certified in accordance with the Act. The cost of all such amendments, including the preparation of plans, shall be borne solely by the Unit Owner who connected (or disconnected) his Units.

II. Certain Changes.

In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master Deed at any time and from time to time to change the number, size, location, and configuration of Commercial and Residential Units at any time and from time to time, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units in a so-called Contiguous arrangement, to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, and to subdivide and separate Units, without complying with the provisions of subsection (a) hereof. The Declarant will make no unilateral change in a Unit after it has been conveyed to a third party.

III. Consent.

Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section (n) including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section (n) without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section (n), each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection

with Declarant's efforts to obtain any zoning relief from the Town of Belmont which the Declarant may seek to effectuate the purpose of this Section (n), and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section (n).

IV. Non Load-Bearing Partitions.

Any Unit Owner shall have the right to move, demolish, or alter an interior non load-bearing partition in his Unit, provided that such Unit Owner follows the same procedure as set forth in subsection I, (i), (ii) and (iii) of this Section (n). No Unit Owner shall move, alter or affect any structural or load bearing wall or member.

(o) **All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust**

All present and future owners, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit deed, the Declaration of Trust of the Condominium Trust and the By-Laws, and the 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 are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit deed, and the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof. Nothing in this Section shall be deemed to change or modify the provisions of section (g)II hereof.

(p) **Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.**

Reference is hereby made to Section 32 of the By-Laws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

(q) **Assignability**

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the

By-Laws and Rules and Regulations thereto, including, but not limited to the easements, rights and powers reserved in Section (n) may be conveyed and assigned by the Declarant and its successors and assigns, absolutely or as security, as appurtenant rights and powers, or to be held in gross, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, provided, however, that if such assignee is an institutional mortgagee such mortgagee shall only be bound by such obligations of the Declarant to the extent that such mortgagee expressly assumes such in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which such mortgagee is the Declarant's successor-in-interest. A purchaser of one or more Units which constitute less than all of the Units then owned by the Declarant shall not be deemed the "successor or assign" of the Declarant for purposes of this Section (r) except as to the specific Unit(s) unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section (r) and unambiguously states that the grantee shall be deemed the successor and assign of the Declarant and such instrument is recorded in the Middlesex South Registry District of the Land Court.

(r) 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.

(s) 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.

(t) 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.

(u) Conflicts

This Master Deed is set forth to comply with the requirements of the Act. In case any of the provisions stated above conflict with the provisions of the Act, the provisions of the Act shall control.

(v) Non-Recourse

Notwithstanding anything to the contrary contained in this Master Deed, any liability or

claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, partners (or their constituent partners) or any director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

EXECUTED as an instrument under seal at Somerville, Middlesex County, Massachusetts this 6th day of December, 2004.

By: Alex M. Steinbergh, Trustee
Trapelo Common Realty Trust,
Alex M. Steinbergh, Trustee.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Dec 6, 2004

On this 6th day of Dec, 2004, before me, the undersigned notary public, personally appeared the above-named Alex M. Steinbergh, Trustee as aforesaid, proved to me by satisfactory evidence of identification, which is a current Massachusetts driver's license, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Trapelo Common Realty Trust.

Thomas N. Margolis

Notary Public: THOMAS N. MARGOLIS

My commission expires: SEP. 20, 2007



EXHIBIT A

That certain parcel of land, with the buildings and improvements thereon situate in Belmont in the County of Middlesex and the Commonwealth of Massachusetts, described as follows:

SOUTHWESTERLY	by Trapelo Road, ninety feet;
NORTHWESTERLY	by land now or formerly of Herbert Rumerman et al, one hundred twenty-four and 44/100 feet;
NORTHEASTERLY	by land now or formerly of Daniel V. O'Connell, seventy-eight and 97/100 feet;
EASTERLY	by lands now or formerly of Blamid D. Tardif and Almando Manganello et ux, thirty-nine and 66/100 feet;
NORTHEASTERLY	by said Manganello land, two and 66/100 feet; and
SOUTHEASTERLY	by said Manganello land and by land now or formerly of Haig K. Tevekelian et al, one hundred three and 80/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 682, Page 191, with Certificate 110541, (Plan No. 31891^A).

The above described land is subject to a building line established by the Town of Belmont under an order dated March 19, 1925, duly recorded in Book 4832, Page 181.

Said land is subject to the right to have the existing buildings on land of Haig K. Tevekelian et al, which encroaches on petitioners land, as shown on said plan, maintained as it exists at the date of the original decree, (February 27, 1963) so long as said building continues to exist.

For title reference, see Certificate of Title No. 215116 with the Middlesex South Registry District of the Land Court.

**125 TRAPELO CONDOMINIUM
125 TRAPELO ROAD
BELMONT, MASSACHUSETTS**

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of 125 Trapelo Road Condominium, 125 Trapelo Road, Belmont, Middlesex County, Massachusetts 02478.

DESCRIPTION OF UNITS

The description of each Unit, and statement of its location, approximate area, number and designation 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 set forth in this Exhibit B.

Unit Designation	Statement of Unit Location	Approximate 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 and Facilities
Unit 1A	First Floor	221	2 - 1BR/LR/DR/K, 1B	C, ST1, ST2, E	0.84%
Unit 1	First Floor	768	4 - 2BR, LR/DR/K, 1B	C, ST1, ST2, E	2.81%
Unit 2	First Floor	767	4 - 2BR, LR/DR/K, 1B	C, ST1, ST2, E	2.81%
Unit 3	First Floor	522	3 - 1BR, LR/DR/K, 1B	C, ST1, ST2, E	2.06%
Unit 4	First Floor	517	3 - 1BR, LR/DR/K, 1B	C, ST1, ST2, E	2.06%
Unit 5	Second Floor	768	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.93%
Unit 6	Second Floor	767	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.93%
Unit 7	Second Floor	522	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.18%
Unit 8	Second Floor	517	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.18%
Unit 9	Second Floor	503	3 - 1BR, LR/DR/K, 1B	C, ST1, ST2, E	2.12%
Unit 10	Second Floor	514	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.18%
Unit 11	Third Floor	768	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.96%
Unit 12	Third Floor	767	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.96%
Unit 12A	Third Floor	522	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.21%
Unit 14	Third Floor	517	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.21%
Unit 15	Third Floor	503	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.21%
Unit 16	Third Floor	514	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.21%
Unit 17	Fourth Floor	768	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.98%
Unit 18	Fourth Floor	767	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.98%
Unit 19	Fourth Floor	522	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.23%
Unit 20	Fourth Floor	517	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.23%
Unit 21	Fourth Floor	503	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.23%
Unit 22	Fourth Floor	514	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.23%
Unit 23	Fifth Floor	768	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 24	Fifth Floor	767	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 25	Fifth Floor	522	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.24%
Unit 26	Fifth Floor	517	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.24%
Unit 27	Fifth Floor	503	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.24%
Unit 28	Fifth Floor	514	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.24%
Unit 29	Sixth Floor	768	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 30	Sixth Floor	767	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 31	Sixth Floor	522	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.26%
Unit 32	Sixth Floor	517	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.26%
Unit 33	Sixth Floor	503	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.26%
Unit 34	Sixth Floor	514	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.26%
Unit 35	Seventh Floor	768	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	3.03%
Unit 36	Seventh Floor	767	4 - 2BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	3.03%
Unit 37	Seventh Floor	522	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.30%
Unit 38	Seventh Floor	517	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.30%
Unit 39	Seventh Floor	503	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.30%
Unit 40	Seventh Floor	514	3 - 1BR, LR/DR/K, 1B, Ba	C, ST1, ST2, E	2.30%

Keys: B= Bathroom; BR = Bedroom; C = Corridor; E = Elevator; LR/DR/K = Combination Living Room, Dining Room and Kitchen; Ba = Balcony; ST1 = Staircase 1; ST2 = Staircase 2; L = Laundry

Note 1: Square footage excludes storage for each Unit located on the basement level see Section (d)II.

5
EXHIBIT C

LOCUS: Easement Area at 125 Trapelo Road, Belmont, Massachusetts

EASEMENT

Alex M. Steinbergh, of Cambridge in the County of Middlesex and Commonwealth of Massachusetts, Trustee of Trapelo Common Realty Trust under a Declaration of Trust dated May 28, 1999, and registered May 29, 1999, being Document No. 1108280, filed in Land Registration Office for the South Registry District of Middlesex County, (the "Grantor") for consideration paid and in full consideration of the sum of One Dollar (\$1.00), grants to RCG Trapelo Road LLC ("Grantee", "Easement Holder"), A Massachusetts Limited Liability Company, having a principal place of business at 17 Ivaloo Street, Suite 100, Somerville, MA 02143

BK 682
Pg 193

the following real estate located in Belmont, Middlesex County, Massachusetts:

A perpetual easement to exclusively use and occupy (subject to matters of record) the area ("Easement Area") described and designated by the specified area of the easement plan attached hereto as "Exhibit A." The Easement Area is a portion of the premises located at and numbered 125 Trapelo Road, Boston, Middlesex County, Massachusetts.

The Easement Area encompasses a large portion of the roof of said premises, as well as parts of the basement and corners of the exterior walls running ten (10) feet from the roof.

The purpose of the easement is to allow the installation, operation and servicing of telecommunication towers and related equipment (collectively the "equipment") anywhere on the roof easement area.

The Grantee, shall have unlimited access to the property, being the entire property at 125 Trapelo Road, Belmont, Middlesex County, Massachusetts as described in Exhibit B, attached hereto, for purposes of installation and servicing of equipment, including, but not limited to, all common areas, elevator, hallways, entry ways and driveways. Grantee shall also have an easement to use all building electrical, plumbing and laundry chases to install electrical and other cabling and equipment associated with telecommunications equipment.

Grantee may lease, grant easements to and license parts of the easement area and associated rights, and the consideration from said leases, easements or licenses shall be the sole property of the Grantee.

The Grantor hereby assigns all existing leases and licenses for use of the easement area for telecommunication towers to the Grantee and all rent and other consideration from said leases and licenses shall hereafter be the sole property of the Grantee.

The Grantee agrees not to use the Easement Area to store building equipment, garbage and immovable objects.

Grantee, holder of this easement shall:



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Pk: 1205 Pg: 168 Cert#: 216118
Doc: EASE 07/08/2004 09:30 AM

1. Repair and maintain the entire roof of the premises as long as, and for six months after, the roof is used for telecommunications equipment.
2. Insure and guaranty that each operator of telecommunications equipment and any service vendor that enters upon the property is insured with liability and casualty coverage in the amount of \$1 million of liability and \$1 million of casualty coverage.

This easement is binding upon the Grantor's successors and assigns and successors-in-title and shall run with the land to enure to the benefit of the Grantee and its successors and assigns and successors-in-title. Grantee may abandon the easement by removing all Grantee's and Grantee's Lessee's equipment and other material and restoring the easement area to its original condition and recording a notice of abandonment with the Land Registration Office for the South Registry District of Middlesex County. Upon such abandonment the Easement area shall become the exclusive property of Grantor or Grantor's successors or assigns.

Subject to and with the benefit of easements, agreements, leases and restrictions of record insofar as the same are now in force and applicable.

Being a portion only of the premises registered on certificate of title 215116, Book 1205, Page 166 in the Land Registration Office for the South Registry District of Middlesex County.

The within described easement is intended as an easement in gross.

Executed as an instrument under seal at Somerville, Middlesex County, Massachusetts this 21 day of June, 2004.

Alex M. Steinbergh
Alex M. Steinbergh, Trustee
Trapelo Common Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

June 21, 2004

On this 21 day of June, 2004, before me, the undersigned notary public, personally appeared the above-named Alex M. Steinbergh, Trustee of the Trapelo Common Realty Trust, proved to me by satisfactory evidence of identification, which is a current Massachusetts driver's license, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as trustee of the Trapelo Common Realty Trust.

Thomas N. Margulis
Thomas N. Margulis
Notary Public
My Commission Expires: 9/20/2007



EXHIBIT A

Description of Leased Premises

A section on the center of the roof of 125 Trapelo Road, Belmont, Middlesex County, Massachusetts on that certain parcel of land, with the buildings and improvements thereon situate in Belmont in the County of Middlesex and the Commonwealth of Massachusetts, described as follows:

SOUTHWESTERLY	by Trapelo Road, ninety feet;
NORTHWESTERLY	by land now or formerly of Herbert Rumerman et al, one hundred twenty-four and 44/100 feet;
NORTHEASTERLY	by land now or formerly of Daniel V. O'Connell, seventy-eight and 97/100 feet;
EASTERLY	by lands now or formerly of Blaid D. Tardif and Almando Manganello et ux, thirty-nine and 66/100 feet;
NORTHEASTERLY	by said Manganello land, two and 66/100 feet; and
SOUTHEASTERLY	by said Manganello land and by land now or formerly of Haig K. Tevekelian et al, one hundred three and 80/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 682, Page 191, with Certificate 110541, (Plan No. 31891^A).

The above described land is subject to a building line established by the Town of Belmont under an order dated March 19, 1925, duly recorded in Book 4832, Page 181.

Said land is subject to the right to have the existing buildings on land of Haig K. Tevekelian et al, which encroaches on petitioners land, as shown on said plan, maintained as it exists at the date of the original decree, (February 27, 1963) so long as said building continues to exist.

For title reference, see Certificate of Title No. 215116 with the Middlesex South Registry District of the Land Court.

Doc 01362266

Southern Hillssex LAND COURT
REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Jan 19, 2005 at 10:38A

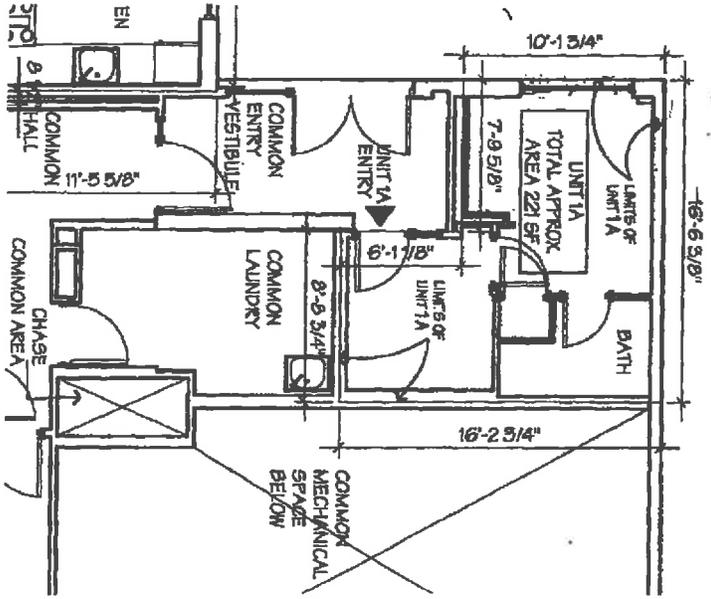
Document Fee 125.00 Rec Total \$725.00

NOTED ON: CERT C 617 BK 00032 P6 97

RCG LLC
17 Tudor St. Suite 100
Somerville, MA, 02143

Exhibit B:

Recorded Plan of Unit 1A



I CERTIFY THAT THIS PORTION OF THE PLANS FILED WITH THE MASTER DEED OF 125 TRAPELO ROAD CONDOMINIUM SHOWS THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED AND OF THE IMMEDIATE ADJOINING UNITS, AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS AS BUILT.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBER AND DIMENSIONS OF THE UNIT SHOWN HEREBON AS BUILT.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

UNIT 1A, 125 TRAPELO ROAD
BELMONT, MA 02178

CERTIFICATION AS TO UNIT ON MASTER PLANS MADE
16 AUGUST, 2004

DATE 8/17/04 SIGNED



Condominium Documents for:
125 TRAPELO ROAD
125 Trapele Road
Belmont, MA 02178
UNIT 1A PLAN



210 Harvard Street Suite 204
Boston, Massachusetts 02116
Tel. 617-233-4867
Fax. 617-263-0007
E-mail: cyma@optonline.com

DATE 8/17/04
UNIT 1A

Exhibit C:

Assessment History

Assessment Date: January 1, 2018

Print This Page

FY 2019 Tax Rate for Belmont, MA: \$11.67

Parcel Information:

Location: 125 TRAPELO RD
 Parcel ID: 12-131--1A
 Class: 102 Condo
 Type: Condo
 Lot Size: 0
 Census: 0
 Zoning: LB1
 Survey #: 0

Assessed Values

2019 Market Value	
Land	\$0
Building	\$144,000
Other	\$0
Total	\$144,000

Assessment History

Year	Total Value
2019	\$144,000
2018	\$134,000
2017	\$126,000
2016	\$124,000
2015	\$90,000
2014	\$85,000
2013	\$84,000
2012	\$84,000
2011	\$115,000
2010	\$119,000
2009	\$119,000
2008	\$124,000
2007	\$134,000
2006	\$6,125,000
2005	\$4,828,000
2004	\$4,828,000
2003	\$4,856,000
2002	\$4,153,000
2001	\$3,689,000
2000	\$3,547,000

Owner Information

Name: 125 TRAPELO LLC

Address: 74 CLARENDON ST STE A34
 BOSTON, MA 02116

Notes: M Deed recorded 1/2005 therefore to be assessed as condos effect FY07: U1A thru U40 (41 units).

Building Information

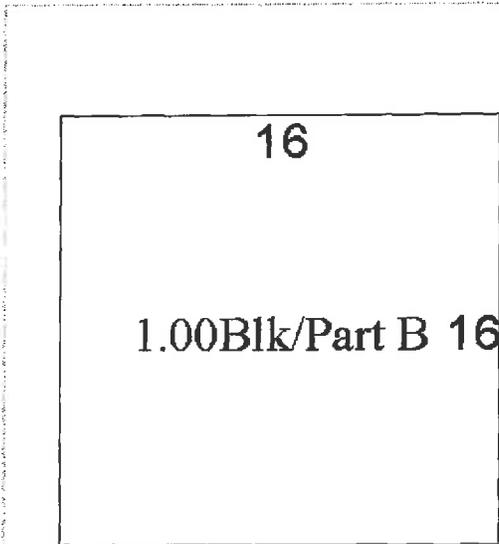


Image has been scaled down. Click on it to view full-size

Frame	Block	Basement	Partial
Style	Condo	Heating	Basic
Stories	1.00	Heat Sys	Hot Water
Ext Walls	Brick	Fuel Type	Oil
Rooms	2	Attic	None
Beds	1	Condition	Average
Full Bath	1	Grade	C
Half Bath		Traffic	Average Traffic
Extra Fix		Fireplaces	
Rec Room	none	Year Built	1963
Fin Bamt	none	Year Remod	
Bemt Gar	none	TLA	256
Stacks	0		

Area	Lower	First	Second	Third	Area
Main	None	None	None	None	256

Other Improvements

Code	Type	Qty	Year	Length	Width	Grade	Condition	Adj
1		0	0	0	0	0		

U1A-4 on 1st flr, U5-10 on 2nd flr, U11-16 on 3rd flr, U17-22 on 4th flr, U23-28 on 5th flr, U29-34 on 6th flr, U35-40 on 7th flr. Size of this unit is 16x16. TLA on condo tab. Notes: taken from M Deed, Building Adjustment: Other = 1st or 2nd floor loc.

Condo Information

Style	Low Rise	Level(s)	1	End Unit	No
Complex	125 Trapelo Road Condominium	TLA	221	Basement Unit	No
Common Area %	0.84	Parking Spaces	0		

Land Description

Topography	Utilities	Street	Paved	Landlocked	No	View	Average
Level		Road	Public	Sidewalk	No	Landscaping	
				Gas	No		

Market

Type	Description	Zone	Nhbd	Area	Infl	Traffic
1	Primary Site	LB1	11	0	3	Average Traffic

Inspection Information

Date	Inspector	Entry
2/15/2010	RDS	Entrance Gained
5/12/2005		Entrance Gained

Permit Information

Date	% Comp	Value	Notes
7/24/2015	100	\$17,500.00	add 3 panels, 3 mths, antenna support pipe, antenna mounting cell site, also running coax cable on site
9/21/2005	100	\$3,000.00	relocate antennas
5/25/2004	100	\$440,000.00	Remodl kitch & bathrm \$30000. 6/4 repr concr balconies \$58000. 6/29 remodl kitch & bathrm \$33000. 9/8 instal antennas H3024 \$100000. 11/2 replc windows H3040 \$207000. 11/8 expand laundry rm \$12000.
4/14/2003	100	\$9,500.00	10/27/2003 replc 4 antennas. \$5000.
2/26/2002	100	\$99,134.00	install wireless comm sys on roof. H-2849, \$94,134. 02-222 05/31/2002 constr a tower, H-2885, \$5,000.
6/13/2001	100	\$120,000.00	Strip & reroof, \$37,000. 01-357 8/9/01 install wireless communication facility. H-2797. \$83,000.

Sales Information

Date	Price	Vol	Page	Seller	Valid Code
3/31/2015	\$5,275,000	134	50	TRAPELO UNITS LLC	V. sale of multiple parcels
10/7/2008	\$1	106	1	STEINBERGH TR ALEX M	F. convenience
3/3/2005	\$1	87	34	STEINBERGH TR ALEX M	F. convenience
3/3/2005	\$1	87	35	MARGULIS THOMAS N	F. convenience
1/19/2005	\$1	32	97	STEINBERGH TR ALEX M	O. physical change after sale
5/28/1999	\$3,650,000	1205	166	MANGANELLO ETAL TRS JAMES	Valid
1/22/1981	\$1	00942	0192		F. convenience

Disclaimer

Exhibit D:

Deed including Unit 1A

5



Bk: 194 Pg: 50 Cert#: U24184
Doc: DEED 03/31/2016 02:17 PM

UNIT DEED

GRANTOR: Trapelo Units LLC, a Massachusetts Limited Liability Company having a principal place of business at c/o RCG LLC, 17 Ivaloo Street, Suite 100, Somerville, Middlesex County, Massachusetts 02143.

GRANTEE: 125 Trapelo LLC, a Massachusetts Limited Liability Company having a principal place of business at 374 Quincy Street, Brockton, MA 02302

UNITS: Units No. 1, 2, 3, 4, 1A, 5, 7, 9, 12A, 14, 16, 17, 18, 19, 22, 24, 25, 26, 27, 28, 31, 33, 34, 37, 39 and 40 of the 125 Trapelo Road Condominium

PARKING SPACES: 2, 4, 5, 10, 12, 13 and 16

CONSIDERATION: \$5,275,000.00

POST OFFICE ADDRESS: 125 Trapelo Road, Belmont, MA 02478

GRANTOR, the owner of the UNITS described above in the 125 Trapelo Road Condominium created by Master Deed dated December 6, 2004 and filed January 19, 2005 with South Registry District of Middlesex County of the Land Court as Document No. 01362266 noted on Certificate of Title No. C617 in Book 32, Page 97, as such may be amended by instruments of record, in accordance with the provisions of M.G.L. Chapter 183A, for the CONSIDERATION paid as stated above, hereby grants the said UNITS and PARKING SPACES to the GRANTEE with QUITCLAIM COVENANTS.

The UNITS are laid out as shown on a plan recorded with the said Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Chapter 183A, Section 9, a portion of which is attached to the first Unit Deeds for the UNITS registered as Document No 1366670.

The UNITS is conveyed together with the PERCENTAGE INTEREST for each unit as listed in the Master Deed (a) in the common areas and facilities of the 125 Trapelo Road Condominium as described in the Master Deed, (b) in the 125 Trapelo Road Condominium Trust, recorded with said Master Deed in said Registry of Deeds, as Document No. 01362267, as such may be amended by instruments of record, and with the exclusive rights and easements as described in said Master Deed. The UNITS are conveyed together with an easement granting to the Grantee

U 20057-106-1

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 03/31/2016 02:17 PM
Cert# 220188 28409 Doc# 01885388
Fee: \$24,084.00 Com: \$6,270,000.00

KJ

the exclusive right to use the above-listed parking spaces pursuant to the provisions set forth in the Master Deed and Condominium Trust.

The GRANTEE acquires the UNITS with the benefit of, and subject to, the provisions of M.G.L. Chapter 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed and the Condominium Trust referred to above as the same maybe amended, and any by-laws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNITS which are not yet due and payable. The Units may be used for residential purposes only.

Being a portion of the premises conveyed to GRANTOR by deed dated October 6, 2008, filed with the Land Registration Office at the Middlesex County Registry of Deeds as Document 01484033, noted on Certificate of Title No. U20057, Book 106, Page 1.

The Grantor herein states that it is not taxed as a corporation for federal tax purposes.

WITNESS my hand and seal this 31 day of March 2015.

By: Alex M. Steinbergh, Manager
Trapelo Units LLC by
Alex M. Steinbergh, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

March 31, 2015

On this 31 day of March, 2015, before me, the undersigned notary public, personally appeared the above-named Alex M. Steinbergh, Manager as aforesaid, proved to me by satisfactory evidence of identification, which was a current Massachusetts driver's license, to be the persons whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose.

Thomas N. Margulis
Thomas N. Margulis: Notary Public
My Commission Expires: Sept. 3, 2021



Unit Designation	Statement of Unit Location	Approximate 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 and Facilities
✓ Unit 1A	First Floor	221	2 - 1BR/LR/DRK, 1B	C, ST1, ST2, E	0.84%
✓ Unit 1	First Floor	788	4 - 2BR, LR/DRK, 1B	C, ST1, ST2, E	2.81%
✓ Unit 2	First Floor	787	4 - 2BR, LR/DRK, 1B	C, ST1, ST2, E	2.81%
✓ Unit 3	First Floor	522	3 - 1BR, LR/DRK, 1B	C, ST1, ST2, E	2.09%
✓ Unit 4	First Floor	517	3 - 1BR, LR/DRK, 1B	C, ST1, ST2, E	2.08%
✓ Unit 5	Second Floor	788	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.93%
Unit 6	Second Floor	787	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.93%
✓ Unit 7	Second Floor	522	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.18%
✓ Unit 8	Second Floor	503	3 - 1BR, LR/DRK, 1B	C, ST1, ST2, E	2.12%
Unit 9	Second Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.18%
Unit 11	Third Floor	788	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 12	Third Floor	787	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.99%
✓ Unit 12A	Third Floor	522	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.21%
✓ Unit 14	Third Floor	517	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.21%
Unit 15	Third Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.21%
✓ Unit 16	Third Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.21%
✓ Unit 17	Fourth Floor	788	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.98%
✓ Unit 18	Fourth Floor	787	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.98%
✓ Unit 19	Fourth Floor	522	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.23%
Unit 20	Fourth Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.23%
✓ Unit 22	Fourth Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.23%
Unit 23	Fifth Floor	788	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
✓ Unit 24	Fifth Floor	787	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
✓ Unit 25	Fifth Floor	522	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.24%
✓ Unit 26	Fifth Floor	517	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.24%
✓ Unit 27	Fifth Floor	503	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.24%
✓ Unit 28	Fifth Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.24%
Unit 29	Sixth Floor	788	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 30	Sixth Floor	787	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
✓ Unit 31	Sixth Floor	522	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.28%
✓ Unit 33	Sixth Floor	503	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.28%
✓ Unit 34	Sixth Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.28%
Unit 35	Seventh Floor	788	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
Unit 36	Seventh Floor	787	4 - 2BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	3.00%
✓ Unit 37	Seventh Floor	522	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.30%
✓ Unit 39	Seventh Floor	503	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.30%
✓ Unit 40	Seventh Floor	514	3 - 1BR, LR/DRK, 1B, Ba	C, ST1, ST2, E	2.30%

Keys: B= Bathroom; BR = Bedroom; C = Corridor; E = Elevator; LR/DR/K = Combination Living Room, Dining Room and Kitchen;
Ba = Balcony; ST1 = Staircase 1; ST2 = Staircase 2; L = Laundry
Note 1: Square footage excludes storage for each Unit located on the basement level see Section (d)II.

Exhibit E:

Town of Belmont Certificate of Inspection dated January 31, 2012

011-625-8315 (?)



The Commonwealth of Massachusetts

Town of BELMONT

New and Renewal Certificate of Inspection



In accordance with 780 CMR, Chapter 1 (The Sixth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to Certificate No.
 Multi-Family Dwelling - 41 Units (R-2) 502

Located at Certificate Expiration
 125 Trapelo Road, Belmont, MA 02478, County of Middlesex January 31, 2017

Occupant Load By Story	Story	Capacity	Story	Capacity	Story	Capacity	Story	Capacity
	Basement	3	First through Seventh	21 Occupants per Floor				
Occupant Load By Place of Assembly or Structure	Place of Assembly or Structure		Capacity	Location	Place of Assembly or Structure	Capacity	Location	

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Name of Municipal Building Commissioner	Glenn R. Clancy, P.E.	Signature of Municipal Building Commissioner		Date of Issuance	January 31, 2012
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Exhibit F:

Town of Belmont Certificate of Inspection dated January 31, 2017

The Commonwealth of Massachusetts

Town of BELMONT

New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Sixth Edition of the Massachusetts State Building Code) and Chapter 304 of the Act of 2004 (an Act to further enhance fire and life safety), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to

Multi-Family Dwelling - 41 Units (R-2)

Certificate No.

502

Located at

125 Trapelo Road, Belmont, MA 02478, County of Middlesex

Certificate Expiration

January 31, 2022

Occupant Load
By Story

Story

Capacity

Basement

3

Place of Assembly or Structure

Capacity

Location

Story

Capacity

Story

Capacity

Occupant Load
By Place of
Assembly or
Structure

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Name of Municipal
Building Commissioner

Glenn R. Clancy, P.E.

Signature of Municipal
Building Commissioner

Date of
Issuance

January 31, 2017

Exhibit G:

**Letter dated April 20, 2018 of Glenn R. Clancy as Inspector of Buildings
and Zoning Enforcement Officer**



OFFICE OF COMMUNITY DEVELOPMENT
TOWN OF BELMONT

19 Moore Street
Homer Municipal Building
Belmont, Massachusetts 02478-0900
Telephone: (617) 993-2650 Fax: (617) 993-2651

Building Division
(617) 993-2664
Engineering Division
(617) 993-2663
Planning Division
(617) 993-2666

April 20, 2018

Josh Freeman
Director of Property Management and Leasing
HEATH properties
74 Clarendon Street
Suite A
Boston, MA 02116

Re: Illegal Unit – Unit #1A – 125 Trapelo Road, Belmont MA

Dear Mr. Freeman:

Thank you for your response to my letter of February 26, 2018 and the information you provided therein related to the number of units at 125 Trapelo Road. I have had an opportunity to review the information and I have spoken with Town Counsel. It is my determination that the unit known as Unit #1A is illegal and must be vacated and removed.

Based on information I obtained from Town Counsel I have determined that the lack of a building permit to create Unit #1A results in it being illegal. A building that contains an illegal unit, and that is subsequently converted to condominiums, is still a building with an illegal unit. A condominium conversion does not legalize the illegal unit. There is no grandfathering of the unit.

You are hereby Ordered to vacate Unit #1A by May 15, 2018. You are further Ordered to remove Unit #1A by May 31, 2018. Failure to act on this Order will result in legal action.

If you feel aggrieved by this Order you may appeal to the Town of Belmont Zoning Board of Appeals c/o Ara Yogurtian, Assistant Director of Community Development.

Please notify my office of your willingness to comply with this Order or of your intent to appeal it to the zoning board of appeals.

I look forward to resolving this matter.

Sincerely,

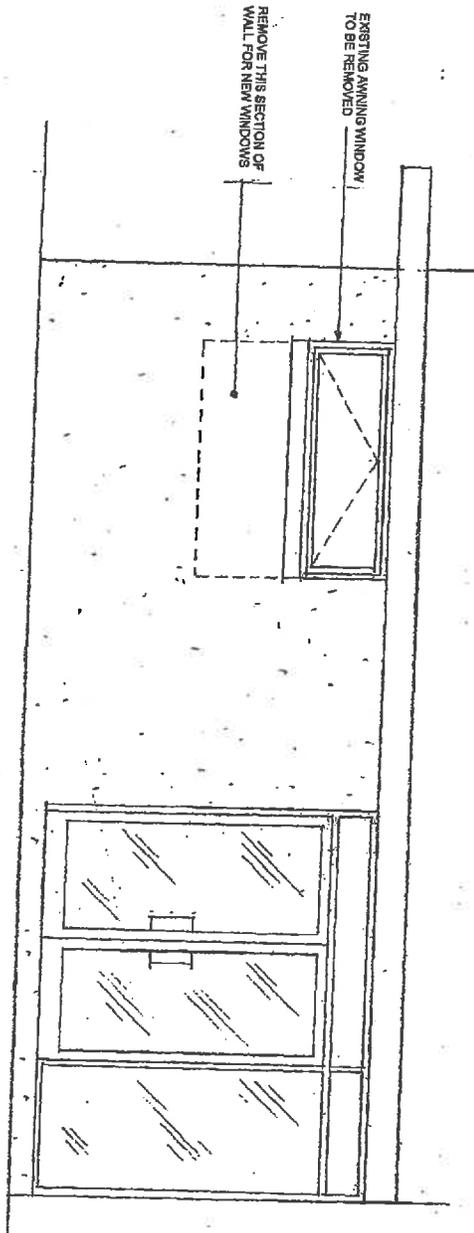
Glenn R. Clancy, P.E.
Inspector of Buildings
Zoning Enforcement Officer

CC: Ara Yogurtian, Staff Liaison, Zoning Board of Appeals
Wes Chin, Health Director

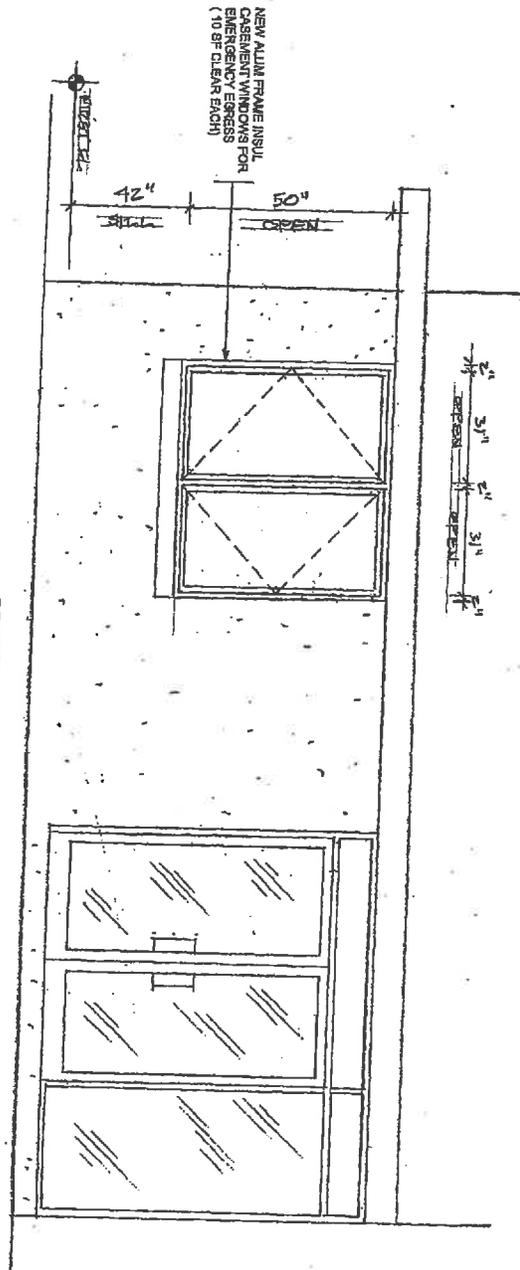
Exhibit H:

Proposed Construction Plan

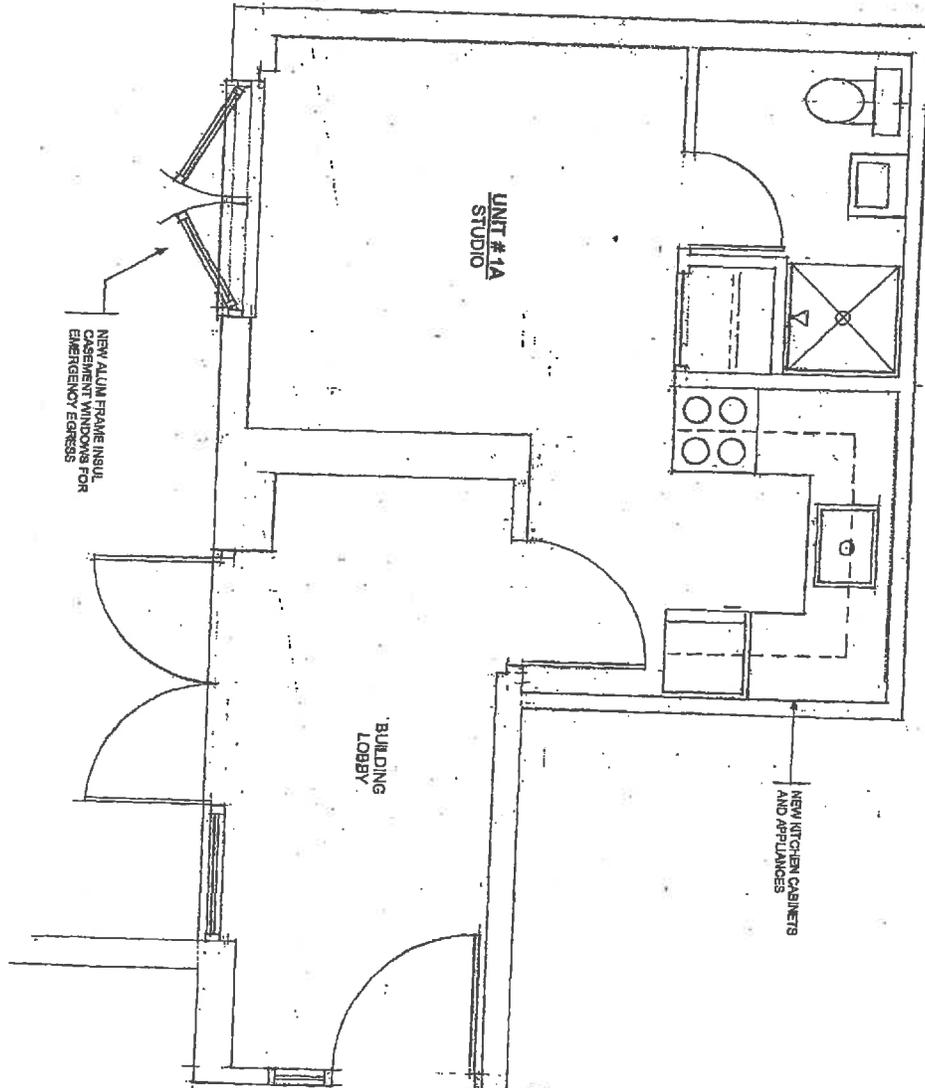
EXISTING ELEVATION



PROPOSED ELEVATION

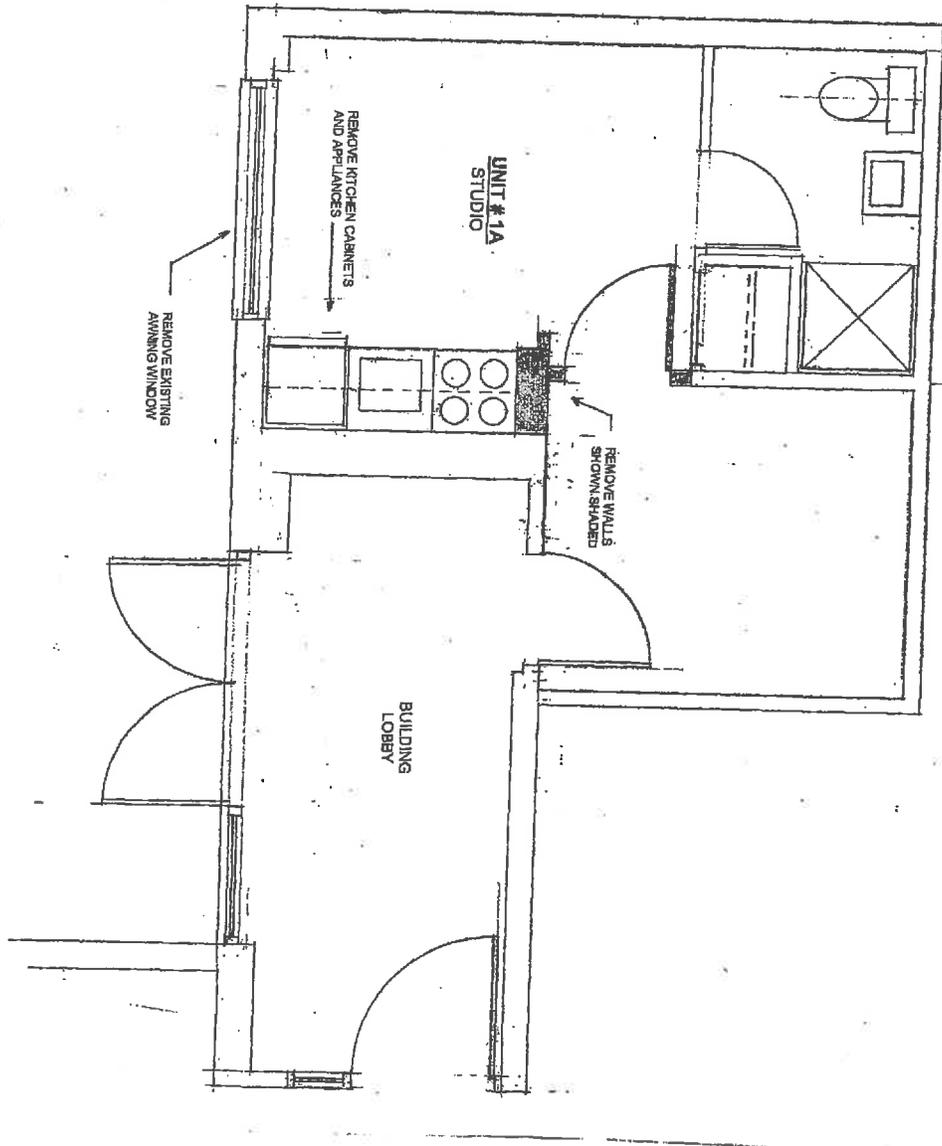


ELEVATION-AT-BUILDING ENTRY			A1
JOB NO: 1811	DATE: 7/12/18	SCALE: 3/8"=1'-0"	
SHARKEY DESIGN COMPANY 74 CLARENDON ST. STE A, BOSTON MA 02118 617.531.0240 VOICE O O 617.286.2848 FAX		125 TRAPELO ROAD BELMONT, MA.	



UNIT #1A - PROPOSED FLOOR PLAN		
JOB NO: 1811	DATE: 7/12/18	SCALE: 3/8"=1'-0"
SHARKEY DESIGN COMPANY 74 CLARENDON ST STE A BOSTON MA 02118 617.551.0240 VOICE O O 617.286.2948 FAX		125 TRAPELO ROAD BELMONT, MA

A2



UNIT #1A - EXISTING FLOOR PLAN			A3
JOB NO: 1811	DATE: 7/12/18	SCALE: 3/8"=1'-0"	
SHARKEY DESIGN COMPANY		125 TRAPELO ROAD	
74 CLARENDON ST STE A, BOSTON, MA 02118 617.531.0240 VOICE D.C. 617.266.2948 FAX		BELMONT, MA	

Exhibit I:

Building Application Denial Letter dated August 26, 2019



OFFICE OF COMMUNITY DEVELOPMENT
TOWN OF BELMONT
19 Moore Street
Homer Municipal Building
Belmont, Massachusetts 02478-0900

Telephone: (617) 993-2650 Fax: (617) 993-2651

Mailed 8/25

Building Division
(617) 993-2664
Engineering Division
(617) 993-2665
Planning Division
(617) 993-2666

August 26, 2019

125 Trapelo LLC
Joshua Freeman, Director of Property Management & Leasing | Heath Properties
74 Clarendon Street, Ste. A34
Boston, MA 02116

RE: Denial to Add a Condo Unit.

Dear Mr. Freeman,

The Office of Community Development is in receipt of your building permit application for your proposal to add a condo unit at 125 Trapelo Road located in a Local Business I (LBI) Zoning District.

Your application has been denied because § 1.5.2 of the By-Law allows changes and extensions of nonconforming uses by a Special Permit granted by the Board of Appeals.

1. The existing use is a forty (40) unit apartment building. §3.3 of the Town of Belmont By-Laws does not allow apartment buildings in LBI district. Any change to the non-conforming use requires a Special Permit granted by the Board of Appeals.

You may alter your plans to conform to the current Town of Belmont Zoning By-Law and resubmit a building permit application, or you may request a Special Permit from the Zoning Board of Appeals. If you choose this option, please contact the Office of Community Development to schedule an appointment with Ara Yogurtian, Assistant Director, at (617) 993-2650 in order to begin the process.

Sincerely,

Glenn R. Clancy, P.E.
Inspector of Buildings