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**MASTER DEED
OF THE
18-20 Booth Road Condominium**

I, William G. Brooks, of 18-20 Booth Road, Methuen, Essex County, Massachusetts, (hereinafter referred to as "Declarant"), being the sole owner of land with a building thereon known as and numbered 18-20 Booth Road, Methuen, Essex County, Massachusetts, described in Exhibit A (the "Premises"), which is attached hereto and hereby incorporated by reference and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and does hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end it hereby declares and provides as follows:

1. Name

The name of the Condominium shall be:

18-20 Booth Road Condominium

10070

2. Description of the Land

The land on which the building and improvements are located is situated at 18-20 Booth Road, Methuen, Essex County, Massachusetts, and is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. Description of Building

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The condominium consists of two units. The description of the building comprising Units 1 and 2, stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B.

Essex Registry of Deeds
North District

Box
Oakley, Osullivan

4. Description of Units and Unit Boundaries

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, their proportionate interests in common areas and facilities, and other descriptive specifications thereof are as set forth in a Exhibit C attached hereto and made a part hereof, and as shown on the Floor Plans recorded simultaneously herewith.

Unit 1 shall have as appurtenant thereto the exclusive right and easement to use and enjoy one parking space in the driveway as shown on the Site Plan recorded herewith. Each unit owner shall cooperate reasonably with the other unit owner, so that each unit owner has access to their motor vehicle at all times; (ii) the deck and yard marked "For Exclusive Use of Unit 1" on the Plans recorded simultaneously with said Master Deed, and (iii) the Attic Area marked "For Exclusive Use of Unit 1" on the Floor Plans recorded simultaneously with said Master Deed.

Unit 2 shall have as appurtenant thereto the exclusive right and easement to use and enjoy (i) the parking spaces in the garage as shown on the Plans recorded herewith. Each unit owner shall cooperate reasonably with the other unit owner, so that each unit owner has access to their motor vehicle at all times; (ii) the deck and yard marked "For Exclusive Use of Unit 2" on the Plans recorded simultaneously with said Master Deed, and (iii) the Areas marked "For Exclusive Use of Unit 2" on the Floor Plans recorded simultaneously with said Master Deed.

Each unit shall have as appurtenant thereto the right and easement to use, repair, maintain and replace in common with the other units served thereby all utility lines, pipes, ducts and wires and other common facilities which serve it including those which serve or connect to the plumbing, heating, electrical or other operational systems of the unit wherever the said pipes, ducts, wires or other common facilities are located.

Each unit shall have as appurtenant thereto the right to use the common areas and facilities as described in Paragraph 5 hereof in common with the other unit in the condominium, except for the exclusive use areas and facilities designated on said floor plans and site plan recorded simultaneously herewith which are reserved as exclusive easements for the use of the unit to which such exclusive use areas and facilities appertain.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements") comprise and will consist of:

(a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;

(b) The access ways, walkways, garage structure, sidewalks together with common area, and the improvements thereon and thereof, including without limiting the generality of the foregoing, exterior steps, exterior landings, and the other common areas not set apart for the exclusive use of any of the units for parking and for storage, except that each unit shall have as appurtenant to said unit the exclusive use easements as set forth in Paragraph 4 herein.

(c) All areas of the building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

- (1) The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between the common areas and the Units;
- (2) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereto, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;
- (3) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit; and
- (4) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance, or safety of the Building;

(d) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land, except for the Units described in the aforesaid plans attached hereto.

6. Determination of Percentage Interest in Common Elements

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C attached hereto for each Unit. Said common areas and facilities, including those common areas to which certain units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of 18-20 Booth Road Condominium Trust and the By-Laws set forth therein, hereinafter referred to.

7. Floor Plans and Site Plan

The set of floor plans for Units 1 and 2 of the Condominium, showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, bearing the verified statement of a Registered Land Surveyor certifying that the plans fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of floor plans, hereinafter sometimes called the "floor plans," is hereby incorporated herein by this reference and made a part hereof. Also recorded herewith is a site plan by a Registered Land Surveyor showing the location of the building, common areas, and exclusive right to use areas.

8. Use of Building and Units

The purposes for which the building and the Units are intended to be used are as follows:

The Building and each of the two Units are intended only for residential purposes by not more than one family per unit or more than four unrelated persons; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and

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

9. Restrictions on Use of Units

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of 18-20 Booth Road Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have

been submitted to and approved by the Trustees of 18-20 Booth Road Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

(c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, no awning, screen, antenna, sign, banner, window air conditioning unit in the front windows of a unit, except during the summer season, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, unless the same shall have been unanimously approved by the Condominium Trustees and in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust;

(d) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(e) The Units of the Condominium may not be subdivided nor may only part of the unit be sub-let but the entire unit may be leased. Unit 1 shall not be leased to more than four unrelated persons. Unit 2 shall not be leased to more than four unrelated persons.

(f) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium and rules and regulations as amended hereafter by the Trustees. No unit estate may be leased or rented for a period of less than six months; and

(g) No unlawful uses, including uses which would violate the Methuen Zoning By-Laws; and

(h) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of 18-20 Booth Road Condominium Trust as the persons in charge of the Common Elements, shall be enforceable by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by such Trustees;

(i) Dogs (no more than one per unit) are permitted, but only with the prior written approval (which shall not be unreasonably withheld or delayed) of the Trustee, and if approval is so granted,

all dogs shall be kept on a leash of reasonable length and shall be maintained under constant control. Dogs shall not be left unattended on the condominium property nor shall they be permitted to relieve themselves on the property. Cats (no more than two per unit), and other pet animals or birds shall not be kept in any unit in such numbers or such type or under any such circumstances as to be noisesome or offensive to occupants of other units. Upon three or more complaints reasonably made within a three month period by any one unit owner to a Trustee as to the noisy or offensive behavior of any pet, such pet may not be, upon notice by the Trustee to that effect to such unit owner, kept in the unit of such unit owner.

(j) The use of the driveway shall be limited to the parking of passenger motor vehicles legally registered in Massachusetts or some other state. The storage of unregistered motor vehicles shall be prohibited. No boats, trailers, motor homes or trucks (of more than two axles) shall be permitted to be parked in the driveway. The common area backyard shall only be used for those purposes which such a backyard is normally used for.

10. Maintenance and Repair of Units

The owners of each of the Units shall be responsible to repair and maintain at their own cost their respective units, including general repair and maintenance of their exclusive right to use porches, decks, yards and parking spaces. The cost of maintaining and repairing the common areas (including the structural elements of the porches, decks and the garage) shall be borne in proportion to each Unit Owner's ownership percentage interest. All maintenance and replacement of and repairs to any Unit, ordinary or extraordinary (not necessitated by the negligence, misuse or neglect of another Unit Owner) and to the doors and windows, and to electrical, plumbing, heating and air conditioning (if any) fixtures within the Unit or belonging to the Unit Owner which are not a part of the common areas and facilities, and the washing of exterior glass of each unit shall be done by said Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein.

11. Amendments

This Master Deed may be amended by an instrument in writing:

- (i) signed by the Unit Owners entitled to one hundred percent (100%) of the undivided interest in the Common Elements;
- (ii) Signed and acknowledged by all Trustees of 18-20 Booth Road Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the North Essex Registry of Deeds,

PROVIDED, HOWEVER, that:

- (a) the date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been 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 the same has been signed by the owners of the Unit so altered;
- (c) no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;
- (d) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (e) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and
- (f) 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 said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

12. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is 18-20 Booth Road Condominium Trust, (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to his percentage of undivided interest in the Common elements to which such Owner is entitled hereunder. The name and address of the original and present Trustees thereof are:

William G. Brooks
18-20 Booth Road
Methuen, Massachusetts 01844

The Trustees has enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

13. Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of 18-20 Booth Road Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease or tenancy at will agreement thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

Any Unit Owner may lease or rent his unit, subject, however, to the following conditions:

- (a) Any lease or occupancy agreement shall:
 - (1) be in writing and apply to the entire unit, and not merely a portion thereof; and
 - (2) be for a term of not less than six months; and
 - (3) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement; and

- (4) contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

THE UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING -- NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST, AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NON-COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT).

(b) If any Owner leases said Unit, said Owner shall be obligated to provide a copy of the Condominium Documents, including the Master Deed, By-Laws, and Rules and Regulations to the prospective tenant and shall require said tenant to sign an agreement that they comply with the Condominium Master Deed, By-Laws, and Rules and Regulations.

(c) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the other trustee of the Condominium Trust of which the leased Unit is a part, shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected Unit), have pursuant to the terms of the within Master Deed and the Declaration of Trust. The following rights and remedies shall be deemed at all times to be cumulative and not exclusive:

- (1) The other trustee shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law.

Upon the Unit Owner's receipt of said written notice from the other trustee, the Unit Owner shall have the right to cure the tenants' breaches of said lease or to evict said tenant. If, despite the diligent efforts of the Unit Owner, the tenants breaches have not been cured or the tenant has not been evicted within a reasonable period of time, then said Unit Owner has the right to request binding arbitration regarding the alleged default by the tenant.

In addition, the other trustee shall include in the written notice of default provided to the Unit Owner an additional notice that said Unit Owner has the right to request binding arbitration regarding the alleged default by the tenant and that said Unit Owner must give written notice of his request for said binding arbitration within a reasonable time after the Unit Owner received said default notice and has failed to cure the tenants breaches or to evict said tenant.

In addition, the other trustee must inform the Unit Owner that his failure to request binding arbitration within a reasonable time after the Unit Owner received said default notice and has failed to cure the tenants breaches or to evict said tenant shall be deemed to be a waiver of his right to seek binding arbitration. Said Unit Owner must provide written notice to the other trustee of his request for binding arbitration by postage prepaid, registered or certified mail, return receipt requested, addressed to the Trustees.

In the event that the Unit Owner elects arbitration, then such dispute concerning the other trustee's commencement of eviction proceedings against said Unit Owner or tenant shall be submitted to arbitration in accordance with the arbitration rules of the American Arbitration Association and in accordance with Paragraph 22 of this Master Deed. If the arbitrators' decision favors the other trustee, then the other trustee have the right to commence eviction proceedings against said tenant. If the arbitrators' decision is in favor of the Unit Owner, then the other trustee shall have no right to commence eviction proceedings against said tenant for the specific breaches which were the subject of said arbitration. Any decision by the arbitrators in favor of the Unit Owner shall in no way preclude the other trustee' additional rights and remedies as set forth in the Master Deed, By-Laws, and Rules and Regulations regarding any such breach by

a tenant.

If the Unit Owner notifies the other trustee of his intention to seek arbitration, the Unit Owner must prepare and file the necessary applications in accordance with Paragraph 22 of this Master Deed within two weeks of the Unit Owners' notification to the other trustee. The Unit Owners shall be obligated to pursue with due and diligent efforts the resolution of this dispute. The Unit Owner shall be responsible to pay for any and all costs of arbitration. If the arbitrators decide in the favor of the Unit Owner, then the Unit Owner shall be reimbursed his reasonable costs incurred in seeking said arbitration. In no event shall the Unit Owner have any right to be reimbursed for attorney's fees in pursuing said arbitration.

- (2) If the default continues for a significant period of time during which said Unit Owner has failed to cure the tenants' breaches or has failed to evict said tenant and has failed to request arbitration, then the other trustee shall have the right to: levy fines against the Owner of the affected Unit in accordance with the provisions of 18-20 Booth Road Condominium Trust, and terminate the tenancy by giving written notice to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the other Trustee, or both. Thereafter, the other trustee may initiate and prosecute a summary process action against the tenant under the provisions of Massachusetts General Laws, Chapter 239, in the name of the landlord, or in the name of the other trustee, or both.
- (3) The other trustee shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustees' election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- (4) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were Common Expenses owed by the Unit or Unit Owner.
- (5) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative, to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.

- (6) A unit owner shall provide written notice to the other unit owner of any lease renewal or extension agreement and shall also provide a copy of said renewal or extension to the other unit owner.
- (7) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- (8) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.
- (9) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that the Trustees shall never bear any personal or individual responsibility with respect to said lease or occupancy agreement.
- (10) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to the Declarant, or to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

14. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or a 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 the continuance of such encroachment and for the maintenance of the same so long as the Building stands.

15. Pipes, Wires, Flues, 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, wires, ducts, flues, cables, conduits, public utility lines and other common Elements located in any of the other Units 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, flues, cables, conduits, public utility lines and other Common Elements serving such other Units located in such Unit. The Trustees 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 Building.

16. Invalidity

The invalidity of any provisions 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

17. 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 which may occur.

18. 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 provision hereof.

19. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

20. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws to the contrary, and in any event subject to any greater requirements pursuant to Massachusetts General Laws, Chapter 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (1) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except to the extent provided by the provisions of Chapter 400 of the Acts of 1992 and/or any other applicable law.
- (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer except to the extent otherwise provided by applicable law.
- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:
- (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (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 Areas and facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of

easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (f) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.
- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (h) a First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
 - (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect all books and records of the Condominium Trust at all reasonable times;
 - (iii) receive a revised annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from the Trustees of the Condominium

Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities.

- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

The Declarant intends that the provisions of this Paragraph 20 shall comply with the requirements of the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 20 may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Essex North South Registry of Deeds in accordance with the requirements of Paragraph 11 hereof.

21. Rights Reserved to the Declarant for Sales.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there is an unsold Unit, the Declarant shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and License the use of any unsold Unit;
- (ii) Raise or lower the price of unsold Unit;
- (iii) Use any Unit owned by the Declarant as an office for the Declarant's use;
- (iv) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.
- (v) Modify, subdivide, or combine Units so long as the total of percentage


interests in the Common Areas attributable to the Units as so modified shall be equal to the total of such percentages prior to the modification.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building or other structure and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

22. Arbitration

In the event that either Unit Owner or either Trustee is aggrieved by any action or non-action of another Unit Owner or the other Trustee, or in the event that any decision requiring a unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee may submit such action or vote to arbitration. The question shall be decided by a majority of three arbitrators, who shall be selected as follows: one arbitrator shall be selected by the record owner or owners of Unit 1; one arbitrator shall be selected by the record owner or owners of Unit 143; and the third arbitrator shall be selected by the first two arbitrators so selected. The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any Court of competent jurisdiction. The costs of arbitration conducted under the provisions of this paragraph shall be paid by the party submitting such dispute to arbitration.

IN WITNESS WHEREOF, William G. Brooks has caused this Master Deed to be
duly executed, sealed and delivered on this ³⁰ day of March, 2001.



William G. Brooks

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March ³⁰, 2001

Then personally appeared the above-named, William G. Brooks,
and acknowledged the foregoing to be his free act and deed, before
me



Gregory N. Eaton, Notary Public
My Commission Expires: 1/26/2007

18-20 Booth Road CONDOMINIUM

EXHIBIT A

LEGAL DESCRIPTION

The land with all the buildings thereon, situated in Methuen, Essex County, Massachusetts and comprising four certain lots of land, being Lots numbered 16, 17, 38 and 39 on a plan of land entitled "Plan of Buildings Lots on Bradley Farm Plat" situated on Merrimack Street, in said Methuen, dated May 1897 and recorded in the North District of Essex Registry of Deeds, Book 154, Page 600, Desk Plan 0204. Said lots are bounded together as follows:

SOUTHWESTERLY by Alton Road on said plan one hundred (100) feet;

SOUTHEASTERLY by Lots 18 and 37 on said plan two hundred (200) feet;

NORTHEASTERLY by Booth Road on said plan one hundred (100) feet;

NORTHEWESTERLY by Lots 15 and 40 on said plan two hundred (200) feet.

Containing according to said plan 20,000 square feet of land.

18-20 Booth Road CONDOMINIUM

EXHIBIT B

The Building comprising 18-20 Booth Road Condominium is located at 18-20 Booth Road, Methuen, Middlesex County, Massachusetts.

The Condominium contains two residential condominium units. The Building is two stories in height above the existing grade of Booth Road, with a full basement containing a garage and exclusive right to use storage areas and common area. Said Building is of wood frame construction with vinyl siding and an asphalt shingle roof. The foundation is poured concrete.

There are separate utility meters for each unit. The Unit # 1 is heated by gas fuel and Unit # 2 is heated by oil. Each unit has its own hot water heater.

There is one main water and sewer line which serves both units and the common areas.

18-20 Booth Road CONDOMINIUM

EXHIBIT C

Unit Number	Property Address	No. of Rooms*	Approximate Area in Sq. Ft.	% interest in Common Elements
1	18 Booth Road Methuen, Ma. 01844	6	1234	48%
2	20 Booth Road Methuen, Ma. 01844	6	1269	52%

Each unit has immediate access to the outside through the front and rear doorways leading out to the adjacent porches or decks.

*The number of rooms does not include closets, pantries, landings, front and rear porches, and halls but does include bathrooms.

18-20 Booth Road Condominium

EXHIBIT C

EXHIBIT C, CONTINUED

The Unit dimensions shown on the plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

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

- | | | |
|-----|---|--|
| (1) | Floors: | the plane of the upper surface of the subflooring or, in the case of those Units without subflooring, the plane of the upper surface of the floor slab. |
| (2) | Ceilings: | the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters. |
| (3) | Interior Building Walls Between Units and Between Units and Common Areas: | the plane of the surface of the wall furrings on studs, or the plane of the surface facing such Unit of the masonry or cement when masonry or cement is the finished material. |
| (4) | Doors and Windows: | the plane of the exterior surface of doors,* the exterior surface of window glass and the interior surface of the window frames.* |
| (5) | Exterior Building Walls: | the plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material. |

*Each unit owner shall be responsible for the maintenance of the exterior surface of any doors leading directly from their unit into a common area. Each unit owner shall be responsible to maintain the exterior surface of any window glass in their unit.

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