

Document # 18627
Recorded 6/12/1987
Essex North Registry
(PLAN # 10746)

MASTER DEED

OF

177-179 NORTH MAIN STREET CONDOMINIUM

THIS MASTER DEED is made this 11th day of June, 1987 by Peter C. DeGennaro, as he is Trustee of Cranberry Realty Trust, u/d/t dated October 2, 1980, recorded with Middlesex North District Registry of Deeds at Book 2443, Page 199, and as may be amended of record (hereinafter collectively called "Declarant") for the purpose of submitting certain property to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts (hereinafter called the "Act").

WHEREAS, Declarant is the sole owner of that certain tract of land in Andover, Essex County, Massachusetts, together with all improvements now or hereafter placed thereon, as more particularly described in Appendix A hereto on which Declarant is hereby creating a condominium project known as 177-179 North Main Street Condominium and whereas Declarant intends to sell and convey Condominium Units in said project subject to certain mutually beneficial restrictions, covenants, equitable servitudes and charges which he desires to impose thereon under a general plan of improvement of said project for the benefit of all said Condominium Units and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the premises described in said Appendix A hereto, including all of the Condominium Units and other improvements located and to be located thereon, and all personal property now or hereafter used in connection therewith are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following restrictions, covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a general plan for the improvement of the aforesaid premises and the division of said premises into Condominium Units and said restrictions, covenants, conditions, uses, limitations and obligations are intended to enhance and protect the value and desirability of the said premises as a whole and to mutually benefit each of the Condominium Units located and to be located therein, and to create mutual equitable servitudes upon each of said Condominium Units in favor of each and all other Condominium Units therein, to create reciprocal rights and privity of contract and estate between all persons acquiring or owning any interest in any of said Condominium Units, including the Declarant and his grantees, successors and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including Declarant, his grantees, successors and assigns.

1. Information Required by Section 8 of M.G.L. c. 183A

(a) Application of the Act: The Declarant proposes hereby to create a condominium project to be governed by and be subject to the provisions of Massachusetts General Laws Chapter 183A, hereinafter referred to as the "Act".

(b) Description of Land: A description of the land on which the building and other improvements in 177-179 North Main Street Condominium are located, is contained in Appendix A to this Master Deed, which is hereby made a part hereof.

(c) Trust: The organization through which the Owners of Condominium Units (the "Units") will manage and regulate the Condominium established hereby is the 177-179 North Main Street Condominium Trust, the Declaration of which is recorded herewith. Such Trust establishes an organization of which the Owners of Units shall be members and in which such Owners shall have interests in proportion to the percentages of undivided interest in the Condominium Common Areas and Facilities herein defined, to which they are entitled hereunder. The name and address of the original Trustee (the "Condominium Trustee" or "Trustee") is Peter C. DeGennaro, 314 Main Street, Wilmington, MA.

Said Condominium Trust has By-Laws (the By-Laws") which are set forth in said Condominium Trust pursuant to and in accordance with the provisions of the Act.

(d) Description of the Building: There is one undesignated building (hereinafter the "Building") on the land containing three (3) units as hereinafter described. The Building is of wood frame construction with exterior surfaces of vinyl siding and asphalt shingle roofs. There are two stories of living area over a full basement. Said Building is shown on a site plan entitled as such which has been filed herewith.

(e) Description of Units: The Condominium has and contains three (3) units (hereinafter referred to as the "Units"), numbered 177, 177R and 179. The designations, addresses, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth on Appendix B attached hereto and are shown on the site and floor plans recorded herewith.

The said floor plans show the layout, locations, unit numbers and the dimensions of the Units, as built, indicates that the Building has no name and bears the verified statement of a registered professional architect, all as required by the provisions of Section 8 of the Act.

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

(i) Floors: the plane of the upper surfaces of the floor joists as to the living area of such Units.

(ii) Ceilings: the plane of the lower surfaces of the ceiling joists as to the living area of such Units.

(iii) Walls: the planes of the interior surfaces of wall studs facing the interior of such Units.

(iv) Doors and Windows: the exterior surfaces of all doors and windows and window sash, except as to door frames and window frames, the interior surfaces thereof. All storm and screen windows and doors, however, whether exterior or interior, shall be the property of the owner of the Unit to which same are attached or attachable and shall be installed, maintained, repaired or replaced at the sole cost and expense of such Unit's Owner.

Each Unit excludes and does not include the concrete foundation or slab, structural columns, girders, beams, supports, walls or portions of walls which are not expressly included in the Units as set forth in (iii) hereinabove, roofs, attic and/or storage areas above the Units (if any), exterior door and window frames, driveways, walks and walkways, exterior steps and stoops and porches and all conduits, ducts, pipes, flues, wires and wiring and other installations or facilities for the furnishing of utility services or waste removal which may be situated within such Unit but which provide service also to the other Unit.

Each Unit includes the ownership of all utility installations contained therein which exclusively serve such Unit, including the heating and air conditioning apparatus (if any) which exclusively serve that Unit.

Each Unit has appurtenant thereto the exclusive right and easement, exercisable subject to and in accordance with other provisions of this Master Deed, the Condominium Trust and By-Laws, the Rules of 177-179 North Main Street Condominium (recorded herewith), and the Act, to use the storage area located above the ceiling of the particular Unit, if any; the steps and/or stoops at the front and rear doors of the particular Unit, if any; the walkways or portions thereof that service only the particular Unit, if any; two (2) undesignated parking spaces which are located in the Common Area of the Condominium as more particularly provided below; the porch or deck which exclusively serves as access to and which is directly adjacent to the particular Unit, if any.

Unit No. 177 shall have and include the exclusive right and easement to use the two (2) undesignated parking spaces directly adjacent thereto, which are along the easterly line of North Main Street. Units Nos. 177R and 179 shall have and include the exclusive right and easement to use two (2) undesignated parking spaces directly adjacent thereto, which are located along the southerly line of Harding Street.

The facilities and/or equipment referred to in the immediately preceding paragraph shall be referred to as "Limited Common Area" and shall be maintained, repaired and replaced as necessary and developed or used at the sole and separate cost and expense and risk of the owner of such Unit to which such Limited

Common Area is appurtenant. Provided further, that all such maintenance, repairs, replacements and uses to be done by the Owner(s) pursuant hereto shall be done in accordance with applicable provisions of the Act, the By-Laws and this Master Deed governing Owners' obligations as to such.

(f) Description of Common Areas and Facilities: The Common Area of 177-179 North Main Street Condominium includes, but not by way of limitation: (i) the land on which the Building (which contains the Units) is located, as more particularly described in Appendix A hereto, together with the benefits of and subject to the rights and easements and restrictions therein set forth; (ii) the yards, lawns, gardens, trees, shrubbery and other plantings, driveways, roadways, walks and walkways and other improvements thereon; (iii) the concrete foundation or slab, structural columns, girders, beams, supports, walls or portions of walls not expressly included in the Units as provided in Section 1. (e)(iii) of this Master Deed, roofs, attic and/or storage areas above the Units, if any, exterior door and window frames, exterior steps, stoops and porches, if any, all conduits, ducts, pipes, flues, wires and wiring and other installations or facilities for the furnishing of utility services or waste removal which are contained within either Unit which serve part of the condominium other than the Unit within such are contained; and (iv) all apparatus and equipment and personal property of any kind and nature existing for common use or as is necessary or convenient to the existence, maintenance and safety of the common facilities which are normally in common use.

Further included in the Common Areas and Facilities of 177-179 North Main Street Condominium are all such items, not herein specified, as are set forth and defined as such in the Act.

Subject to the exclusive use rights of the separate Unit Owners as to the Limited Common Area, so-called, as set forth in Section 1. (e) hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of other Unit Owners.

The proportionate interest percentages of the Units in the Common Areas and Facilities is set forth in Appendix B hereto.

(g) Statement of Purposes and Uses: 177-179 North Main Street Condominium is primarily intended for residential use and the following provisions, together with the provisions of the Condominium Rules annexed hereto as Appendix C, are in furtherance of this purpose:

(i) Each Unit shall be occupied and used only for private residential purposes by the Owner and his family, or by guests or lessees of the Owner, except for such limited

professional use (subject to applicable zoning regulations) as the Trustees, upon application of the Owner, from time to time, may authorize as not being incompatible with the residential character of 177-179 North Main Street Condominium.

(ii) No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area. Nothing shall be stored in the Common Area without the prior permission in writing of the Trustees. Nothing shall be altered, constructed in or removed from the Common Area without written prior consent of the Trustees.

(iii) No noxious or offensive use shall be made of any part of 177-179 North Main Street Condominium and nothing shall be done therein which is or will become a nuisance or an annoyance to the other Owners. No use shall be made of any part of said Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law or governmental regulation applicable thereto. No use shall be made of any part of 177-179 North Main Street Condominium which will increase the rate of insurance without prior written consent of the Trustees.

(iv) No signs (except as provided in sub-paragraph (g)(vi) hereinbelow), refuse or loose clothing or similar materials or equipment shall be hung, posted or otherwise placed so as to be within the public view without prior written consent of the Trustees.

(v) No animals, livestock or poultry shall be kept anywhere within 177-179 North Main Street Condominium except that dogs, cats or other household pets may be kept in Units only with the prior written consent of the Trustees, which consent may be withdrawn at any time such household pet becomes a nuisance to another owner, and which consent shall be subject to the Condominium Rules.

(vi) Declarant shall be deemed to be the Owner of any Unit which has been submitted to provisions of the Act hereby, but not sold, and may make such use of unsold Units as may facilitate the completion or rehabilitation of said Units by Declarant and the sale of same, including, without limiting the generality of the foregoing, the right to enter all Units and Common Areas for the purpose herein set forth, the right to store materials therein, the showing of said property and the displaying of signs.

Declarant further shall have, and to the extent required, hereby reserves the right for him, his successors and assigns, to install, repair, replace and maintain, now

and in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities, including the right to grant all such rights to others, including, but not by way of limitation, adjoining land owners and utility companies, over, under and across the entire premises of 177-179 North Main Street Condominium, all as described on Appendix A hereto and all streets and ways abutting thereto.

(vii) The architectural integrity of the Building shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved in writing by the Trustees and all first mortgagees of record of said Units as provided herein.

(viii) The Trustees are empowered to adopt and amend, from time to time, Condominium Rules concerning the use of 177-179 North Main Street Condominium and various parts thereof, which Rules shall not be violated. Condominium Rules which have now been promulgated by the Trustee (current Trustee) are attached hereto as Appendix C.

(ix) The consents or approvals of the Trustees referred to in this paragraph (g), including such as are specified in sub-paragraph (v), may be withdrawn by said Trustees whenever they deem such withdrawal to be in the best interest of 177-179 North Main Street Condominium.

(x) Owners, guests, occupants and lessees of Units will be expected to reduce noise levels after 10:00 P.M. so that occupants of the adjacent Unit are not disturbed. At no time are musical instruments, radios, record or tape players or television sets to be so loud as to become a nuisance.

(xi) There shall be no use of or activity in any Unit or Common Area of 177-179 North Main Street Condominium which shall be in violation of any governmental law, ordinance, rule or regulation.

Owners of the Units shall be held responsible for actions of their children, guests and other occupants.

(xii) The Units shall be heated at all times so as to maintain minimum temperatures in such Unit of 45° as to avoid the freezing of pipes, plumbing facilities and the like. A right of access to the Trustees to enforce this requirement is hereby granted. Any Owner who violates this provision

shall be responsible for all damage caused by the failure to maintain such temperature and heating and repair bills incurred by the Trustees will be the obligation of the Unit owner who is in violation hereof and same shall be a lien against the Unit of such owner under Section 6 of the Act.

The foregoing provisions shall be for the benefit of all Unit Owners and the Trustees and any Unit owner shall have the right to enforce same. Also, insofar as permitted by law, such shall be perpetual and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Unit owners shall not be liable for any breach of the said provisions of this paragraph except such as occur during the time of his or her ownership of a Unit.

(h) **Encroachments:** None of the rights and obligations of the Owners of Units created herein or in any deed conveying a Unit from Declarant to a purchaser thereof, shall be altered in any way by the encroachments as a result of construction of the Building or any structure or due to settling of such Building or structures. There shall be valid easements for the maintenance of such encroachments so long as they exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

If any portion of the Common Areas and Facilities now encroach upon an adjacent Unit or if any Unit encroaches upon another Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of: (i) settling or shifting of the Building, or (ii) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (iii) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty, or (iv) as a result of condemnation of eminent domain proceedings, then a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building stands.

2. Unit Values and Related Percentages. The percentages of undivided interest in the Common Areas and Facilities appertaining to each Unit in the 177-179 North Main Street Condominium are set forth in Appendix B hereto. Said percentages have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all Units on this date. Such percentages may not be changed or amended except with the consent of all of the Owners of all the Units and with the assents of the mortgagees of record of the Units affected. Assessments for common expenses by the

Condominium Trust against Owners, pursuant to this Master Deed and said Trust and By-Laws, shall be allocated to the Owners according to the said percentages as set forth in said Appendix B.

3. Extent of Ownership and Possession by Owner. Subject to the provisions of this Master Deed, each Owner shall be entitled to exclusive ownership and possession of his Unit. No Owner shall be deemed, however, to own any part of the Common Areas and Facilities which are located within his Unit, except as a tenant in common with the other Owner.

Nothing contained in this Section 3. shall serve to avoid the obligation of a Unit owner to repair, maintain and replace facilities and equipment which are Limited Common Area as to the Unit, as provided in Section 1. (e) of this Master Deed.

Each Owner shall own that percentage interest in the Common Areas and Facilities (also herein called Common Area) as provided herein and said percentage shall not be altered in a manner which is contrary to the Act, as amended from time to time, and such percentage interest shall not be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit, even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

Subject to the provisions of this Master Deed, all Owners shall have an easement in common with the other Owner to use the Common Area, excepting Limited Common Area, as set forth in Section 1. (f) hereinabove. In addition, the Trustees shall have the irrevocable right, to be reasonably exercised by them or their agents, to enter any Unit or Limited Common Area in order to inspect the same and to remove violations therefrom or for purposes of construction for which the Trustees are responsible or for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused thereby or expense in connection therewith shall be repaired or satisfied by the Trustees out of the common expense funds, unless such emergency is caused by the negligence or act of the Unit Owner, in which case, such Owner shall bear the expense of such repairs.

The exclusive rights as to Limited Common Area use as are set forth in Section 1. (e) hereinabove shall not be altered without the consent of all Unit owners expressed in an amendment to this Master Deed duly recorded with Essex North District Registry of Deeds. Without such unanimous consent, such Limited Common Areas shall not be separated from the Units to which such are appurtenant, they being deemed to be conveyed or encumbered with the Unit even though such is not expressly mentioned or described in the instrument of conveyance or encumbrance.

4. Amendment of Master Deed. This Master Deed may be amended only by instrument which is both signed by all of the Unit Owners of 177-179 North Main Street Condominium and which is recorded with Essex North District Registry of Deeds; provided, further, that no amendment which has the effect of altering the dimensions of any Unit or which changes the percentage of undivided interest in the Common Areas and Facilities to which the said Unit is entitled shall take effect unless and until said amendment is assented to in writing by the first mortgagee of record of the Unit so affected.

5. Acquisition of Units by 177-179 North Main Street Condominium Trust. In the event: (a) any Owner shall surrender his Unit, (b) the Trust shall purchase or lease from any Owner, who has elected to sell or lease the same, a Unit pursuant to Article V of the Trust, (c) the Trust shall purchase, at a foreclosure or other judicial sale with regard to the lien for Common Expenses or any other lien, a Unit, then in any of such events, title to any such Condominium Unit shall be acquired and held by the Trustees, or their designee, on behalf of all Owners, in proportion to their respective common interest.

Any instrument signed by any one Trustee at any time or the Trustees as they may appear of record, and which is duly attested as the act of the Trust may be relied upon by all Unit Owners, mortgagees and other parties as conclusively establishing that such instrument was the free act of 177-179 North Main Street Condominium Trust, and shall be binding upon the said Trust. No purchaser, mortgagee, lender or other person dealing with the Board, as they appear on record, shall be bound to ascertain or inquire further as to the persons implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the members of the Board and of any changes therein all as provided in Article III of the By-Laws.

6. Units Subject to Master Deed, Condominium Unit Deed, Condominium Trust and By-Laws and Condominium Rules. All present and future Owners, tenants, visitors and occupants of Units of 177-179 North Main Street Condominium shall be subject to and shall comply with the provisions of this Master Deed, the deed by which Declarant made the initial conveyance of the Unit and any subsequent deeds thereof, the provisions of said Condominium Trust and By-Laws and the Condominium Rules, as amended from time to time (the "Documents"), and the items affecting the title to 177 -179 North Main Street Condominium as are set forth in Appendix A hereto.

The acceptance of a deed, lease, or other instrument of conveyance of, or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of the Documents

and the said items affecting title to 177-179 North Main Street Condominium are accepted and ratified by such Owner, tenant, visitor or occupants 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, an interest or estate in such Units, as though such provisions were recited or stipulated at length in each and every deed, lease or other instrument of conveyance thereof, including instruments or documents executed pursuant to Declarant's rights (as reserved herein) to correctively amend this Master Deed, and (b) a violation of any of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

7. Secondary Market Requirements. It is the intention of the Declarant that 177-179 North Main Street Condominium conform to and comply with Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary elsewhere in the Condominium Constituent Documents contained.

(a) Definitions:

"Owners' Association" shall mean the 177-179 North Main Street Condominium Trust, and reference thereto in this section shall be deemed to include those persons appointed or elected to manage or direct said Trust.

"Condominium Constituent Documents" shall mean this Master Deed and the 177-179 North Main Street Condominium Trust and any rules and regulations promulgated pursuant thereto.

"Eligible Mortgage Holders" shall mean those holders of a first mortgage on a Unit who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

(b) FNMA Provisions:

(i) Availability of Condominium Constituent Documents:

The Owners' Association shall have current copies of the Condominium Constituent Documents as well as its own book, records and financial statements available for inspection by unit owners or by holders, insurers and guarantors of first mortgages that are secured by Units

in the Condominium. Such documents shall be available during normal business hours or under other reasonable circumstances.

In addition, the Owners' Association shall provide a statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for it.

(ii) Amendments to Condominium Constituent Documents:

The Unit Owners shall have the right to amend the Condominium Constituent Documents as elsewhere provided. Eligible Mortgage Holders also shall have the right to join in the decision making about certain amendments to the Condominium Constituent Documents. Material provisions of the Condominium Constituent Documents may be amended by Unit Owners representing at least two-thirds (2/3) of the total allocated votes in the Owners' Association, unless a higher percentage is required elsewhere in the Condominium Constituent Documents or by the Act, only if approved by Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Holders. A change to any of the following shall be considered as "material":

- voting rights;
- assessments, assessment liens, or subordination of assessment liens;
- reserves for maintenance and repairs;
- reallocation of interests in the areas, or rights to their use;
- boundaries of any unit;
- convertibility of units into common areas or vice versa;
- expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- insurance or fidelity bonds;
- leasing of Units;
- imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit, which shall also require the affected Unit Owner's consent;
- a decision by the Owner's Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;

- any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property shall require the assent of Eligible Mortgage Holders representing at least two-thirds (2/3) of the votes of the mortgaged Units.

If an addition or amendment is not considered as a material change (such as the correction of technical error or the clarification of a statement) Eligible Mortgage Holder approval shall be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

(iii) Rights of Eligible Mortgage Holders:

The holder, insurer or guarantor of the mortgage on any unit in the Condominium shall be entitled to timely written notice of the following:

- any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
- any sixty day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and
- any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(c) FHLMC Provisions:

(i) Rights of Mortgagees upon Foreclosure:

Any first mortgagee which obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

(ii) Rights of Mortgagees upon Condemnation or Destruction of Condominium:

In case of condemnation or substantial loss to the Units and or Common Areas of the Condominium, and where all the requirements of the Act as to Unit Owners' approval have been met, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), of the individual Condominium Units have given their prior written approval, the Owners' Association shall not be entitled to:

- by act or omission, seek to abandon or terminate the Condominium;
- change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or (ii) determining the pro rata share of ownership of each Condominium Unit in the common elements;
- partition or subdivide any Condominium Unit;
- by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause);
- use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(iii) Rights of Mortgagees Regarding Liens upon Units:

Consistent with Massachusetts law, all taxes, assessments and charges which may become liens superior to the first mortgage under local law shall relate to the individual Condominium Units and not to the condominium project as a whole.

No Unit Owner, or any other party, shall have priority over any rights of the first mortgagee of the Condominium Unit 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 Condominium Units and/or common elements.

A first mortgagee, upon request, will be entitled to written notification from the Owners' Association of any default in the performance by the individual Unit Owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.

(d) Conflict Between FNMA and FHLMC Provisions:

In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association, or with respect to any other matter, the one with the greater numerical requirement shall control.

8. Waiver. The failure to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Master Deed, or of the other Documents, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction or right, but such term, covenant, condition, restriction or right shall remain in full force and effect. The receipt by the Board of Directors, or its agent, of any assessment from an Owner with the knowledge of the breach of any covenant by the Board, or its agent, of any provision hereof shall not be deemed a waiver of such breach, and no waiver by the Board, or its agent, of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by the Board or said agent.

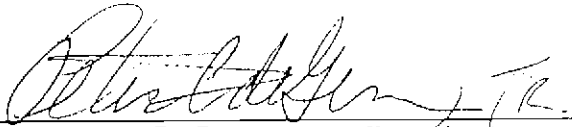
9. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect, in any manner, the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included.

10. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provisions hereof.

11. Enforcement. Each Owner shall comply strictly with the provisions of this Master Deed and the other Documents and with decisions adopted pursuant to said Master Deed and other Documents, and failure to comply shall be grounds for fine by the Board of Directors pursuant to Article IX of the Trust, or for any action to recover sums due for damages or injunctive relief, or both, maintainable by the Board in behalf of the Owners, or in a proper case, by an aggrieved Owner.

12. Interpretation. The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium project. This Master Deed is intended 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.

WITNESS the execution hereof under seal the day and year first above written.

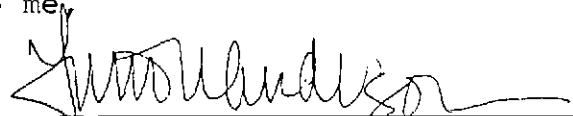


Peter C. DeGennaro, Trustee

Commonwealth of Massachusetts
Essex, SS

June 11, 1987

Then personally appeared the above named Peter C. DeGennaro, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,



LYNN N. ANDERSON

Notary Public

Commission Expires: 9-25-92

Appendix A

Description of submitted premises:

A certain parcel of land situated in said Andover, with any buildings thereon, and bounded and described as follows:

Beginning at a point on the Easterly side of Main Street at land of one Seacole; thence Northerly by said Main Street, 97 feet to the Southerly side of Harding Street; thence Easterly by the Southerly side of said Harding Street, 107 feet to other and of Seacole; thence Southerly by said other land of Seacole, 60 feet to land of said Seacole; thence Westerly by other land of said Seacole, 80 feet to said Main Street and the point of beginning.

Being the same premises conveyed to the within Declarant by deed of Jarbeau et ux, dated December 4, 1985, recorded with Essex North District Registry of Deeds at Book 2091, Page 125.

Appendix C

CONDOMINIUM RULES OF

177-179 NORTH MAIN STREET CONDOMINIUM

These Condominium Rules are adopted for the benefit of the Owners of Units of 177-179 North Main Street Condominium. They are intended to contribute to preserving the clean and attractive environment and to assuring the peaceful enjoyment of 177-179 North Main Street Condominium. They are also intended to protect and to enhance the value of the Owners' property in the Condominium. They are not designed to unduly restrict or burden the use of the property.

All residents of 177-179 North Main Street Condominium and their guests are expected to abide by these Rules, which are meant to supplement the provisions of the Master Deed and By-Laws.

1. ADDITIONS TO EXTERIOR OF THE BUILDING. Changes affecting the appearance of the exterior of the Building, such as decorations, awnings, signs, screens, radio antennas, fans or other changes are to be made only with the consent of the Trustees of 177-179 North Main Street Condominium Trust.
2. HANGING OF CLOTHES, ETC. No clothes, linens or other materials shall be hung from or shaken out of windows, placed on window sills, hung on or draped from a railing, or otherwise left or placed in such a way as to be exposed to public view. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted in the Condominium.
3. NOISE. Owners, guests, and lessees are expected to reduce noise levels after 10:00 P.M. so that neighbors are not disturbed. At no time are musical instruments, radios, record or tape players or television sets to be so loud as to become a nuisance.
4. MAINTENANCE OF LIMITED COMMON AREA. Owners are responsible for keeping such Limited Common Area as appertains to their respective Units in a clean and sanitary condition, and maintained in good repair, pursuant to the provisions of the Master Deed and By-Laws.
5. LITTERING. No littering will be permitted. Paper, cans, bottles, cigarette butts, food and other trash are to be deposited only in appropriate trash containers, and under no circumstances are to be dropped or left on the grounds or other Common Area of 177-179 North Main Street Condominium.

6. OUTDOOR EQUIPMENT. Bicycles, sporting goods, cooking equipment, and other personal articles and equipment must be kept within the respective Units or within the Limited Common Area exclusive to either Unit.

7. MAINTENANCE OF COMMON AREA. Improvements, maintenance and landscaping of the Common Area of 177-179 North Main Street Condominium shall be performed only by and/or as directed by the Trustees of the Condominium Trust.

8. IMPROPER USE OF COMMON AREA. There shall be no use of the Common Area which injures or scars same or the plantings thereon, or which increases the maintenance thereof, or which causes unreasonable embarrassment, disturbance or annoyance to the other Owner in his enjoyment of same.

9. OUTSIDE ACTIVITIES. There shall be no organized sports activities, or fires, except in areas approved by the Trustees. A charcoal fire in a protective metal barbecue container may be used in places approved by the Trustees, provided same is carefully guarded, and is not hazardous to the Building or other property in 177-179 North Main Street Condominium.

10. PLANTING OF FLOWERS. Owners shall be permitted to plant flowers or shrubs in areas approved by the Trustees. Such plantings shall be at the Owners' expense, and shall be subject to standards as to location, use and maintenance established by the Trustees from time to time.

11. HOUSEHOLD PETS. Household pets will be allowed only pursuant to the Master Deed and By-Laws, only with the consent of the Trustees. If pets create noise, are allowed to run loose without supervision in the Common Area, or in any way create a disturbance or unpleasantness, the Trustees shall be entitled to withdraw their consent, in which case the pet must be removed from 177-179 North Main Street Condominium. Each Owner shall hold the Trustees harmless against loss or liability for any actions of his pet or pets within 177-179 North Main Street Condominium.

12. OFFENSIVE ACTIVITIES. No offensive activity shall be carried on in 177-179 North Main Street Condominium, nor shall anything be done or placed within 177-179 North Main Street Condominium which may be a nuisance, create unpleasant odors, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or to the public.

13. CHILDREN AND GUESTS. Owners shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to the other Owner, the Trustees shall have the right to require that the offensive guests leave.

14. ACTION IN VIOLATION OF LAW. There shall be no use of or activity in any Unit or Common Area which shall be in violation of any governmental law, ordinance, rule or regulation.

15. PASSKEY. The Trustees may retain a duplicate key to each Unit. No Owner may alter any lock or install a new lock on any door leading into the Unit of such Owner without the prior consent of the Trustees. If such consent is given, the Owner shall provide the Board with a new duplicate key for their use. It is not intended hereby that an Owner's privacy be intruded upon, and such key shall not be used except in a personal or property emergency.

16. CONSENT REVOCABLE. Any consent or approval of the Trustees given under these Rules shall be revocable by said Trustees at any time.

17. COMPLAINTS. Complaints of violations of these Rules shall be made to the Trustees. If the Trustees feel that said complaint is justified, they shall take whatever action deemed necessary.

18. AMENDMENT. These Condominium Rules may be revised in any way at any time by the Board, as conditions warrant, provided that written notification of same is sent to each Owner, advising of the change or changes.

19. DELEGATION OF POWERS. The Trustees, in their discretion, may delegate their powers and duties with respect to the granting of consents, approvals and permission under these Rules to the manager or managing agent, if any, of 177-179 North Main Street Condominium.