

MASTER DEED
of
HILLVIEW CONDOMINIUM
DRACUT, MASSACHUSETTS

Golden Bell Inc., a Massachusetts Corporation a usual place of business at
112 Dracut Street, Hudson, Hillsborough County, New Hampshire, being the sole
owner of the premises located at:

144 Thissell Avenue
Dracut, Middlesex County, Massachusetts

144 Thissell Avenue, Dracut, MA.

hereinafter described, by duly executing and recording this Master Deed, hereby
submit said premises to the provisions of Chapter 183A of the General Laws of
Massachusetts, propose to create, and hereby do create with respect to said
premises, a condominium (hereinafter the "Condominium") to be governed by and
subject to the provisions of Chapter 183A, and to that end declare and provide
the following:

1. Name. The name of the Condominium shall be:
Hillview Condominium

2. Description of land. A certain parcel of land located in Dracut to-
gether with the buildings and improvements thereon, located on Thissell Avenue
consisting of approximately 33,607 square feet of land. The premises are des-
cribed by meets and bounds as follows:

The land in Dracut, in said County of Middlesex, situated on the North-
easterly side of Thissell Avenue, being shown as Lots 54 to 59 inclusive on a
plan of land entitled "Plan of Land in Lowell and Dracut belonging to the Town
of Dracut, Surveyed by Osgood and Snell, Civil Engineers, November, 1895, which
plan is recorded with Middlesex North District Registry of Deeds, Plan Book 13,
Plan 35, and bounded:

SOUTHWESTERLY
NORTHWESTERLY
NORTHEASTERLY
SOUTHEASTERLY

by said Thissell Avenue, 290 feet;
by Lot 53, on said plan, 107.62 feet;
by land of Thomas Fay, as shown on said plan, 322.79 feet;
and
by land of Millard F. Wood, as shown on said plan 115.75
feet.

See Cert. B2748 P163
See Cert. B2887 P287
See Cert. B2773 P203
See Note B2451 P530
See Certificate B2483 P741
See B2483 P747
See Note B2490 P182
See Certificate B. 2493 P372
See B. 2493 P. 373
See Certificate B2498 P. 42
See B. 2498 P. 413
See B. 2500 P. 11
See B. 2500 P. 12
See B. 2502 P. 290
See Certificate B. 2502 P. 293
See Certificate B. 2507 P. 210
See B. 2507 P. 211

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3. Description of the buildings. There are 16 apartment units in total. Four of which are townhouse type units and 12 of which are garden type apartment units on three levels.

The condominium units and the designation of each unit, its location, approximate area, number of rooms, immediate common areas to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit "A" and "B" annexed hereto. The boundaries of each of the Units in respect to the floors, ceilings and walls, doors and windows thereof, are as follows:

- a) Floors: The upper surface of the concrete foundation.
- b) Ceilings: The plane of the lower surface of the ceiling joists.
- c) Interior Building Wall: The plane of the surface of the wall studs facing the Unit.
- d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as the doors, and storm windows, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and the window frame.

The buildings are constructed with poured concrete foundation, wood frame construction, brick veneer walls, and an asphalt shingle roof.

4. Common areas and facilities. The common areas and facilities of the Condominium consist of:

- a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force and applicable.
- b) The foundations, structural members, beams, supports, exterior walls, roofs and common walls within a building and between connected buildings.
- c) Installations of central services such as electrical conduits, plumbing lines, water lines, drainage lines, waste disposal lines and all equipment attendant thereto, but not including such installations and equipment contained within and serving only a single Unit.

See Cert B 3022 P87
See

See B. 2508 P. 403 See Certificate B. 2511 P. 609 See B. 2522 P. 504 See B. 2547 P. 455
 See B. 2508 P. 404 See B. 2511 P. 618 See B. 2522 P. 516 See B. 2544 P. 416 See B. 2544 P. 419 See B. 2544 P. 419
 See B. 2508 P. 564 See Certificate B. 2514 P. 417 See B. 2544 P. 419 See Certificate B. 2569 P. 54
 See B. 2508 P. 565 See B. 2514 P. 417 See B. 2544 P. 419 See Certificate B. 2573 P. 243
 See B. 2508 P. 565 See B. 2514 P. 417 See B. 2544 P. 419 See Certificate B. 2573 P. 243
 See B. 2508 P. 565 See B. 2514 P. 417 See B. 2544 P. 419 See Certificate B. 2573 P. 243

d) Storage sheds, now existing or hereafter built, serving to house equipment for the Condominium as a whole.

e) All conduits, chutes, ducts, plumbing, wiring, flues and the like which are contained in portions of any of the buildings contributing to the structure, support, or servicing thereof, and all such facilities contained within any Unit, which serve portions of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto for the maintenance, repair and replacement of such facilities.

f) All other common equipment serving the Condominium wherever located;

g) Yards, garden areas, walkways, and the improvements thereof and thereon, planters, bulkheads, steps, outdoor lighting fixtures, pond-side recreational facilities, now existing or hereafter built.

h) Such additional common areas and facilities as may be defined in Chapter 183A.

The recitation of the above described common areas and facilities does not constitute a representation by the Grantor that such facilities necessarily exist as of the date of this Master Deed but is meant to describe the character of the property which shall be common areas and facilities whether now existing or hereafter added to the Condominium.

If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or upon any othe Unit, as the common areas and Units are shown on the Master Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

See B 2580 P 229
See Certificate B 2580 P 235
See Certificate B 2580 P 243
See Certificate B 2649 P 549
See B 2695 P 637
See B 2697 P 42

See B 2743 P 301
See B 2849 P 59
See B 2772 P 177
See B 2907 P 272
See Cert. P 2812 P 302
See B 2834 P 105

See B 3109 P 124
See B 3117 P 49
See B 3157 P 241
See B 3371 P 206

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The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the following percentages set forth opposite each Unit.

<u>Unit Designation</u>	<u>Percentage Factor</u>	<u>Unit Designation</u>	<u>Percentage Factor</u>
1	6.94%	9	6.12%
2	6.94%	10	6.12%
3	6.94%	11	6.12%
4	6.94%	12	6.12%
5	5.91%	13	6.12%
6	5.91%	14	6.12%
7	5.91%	15	6.12%
8	5.55%	16	6.12%
TOTAL: 100%			

These percentage interests have been computed, conformably with G.L. c 183A, upon the approximate relation which the fair market value of each Unit on the date of the Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Hillview Condominium Trust, more specifically referred to in Section 10 below and any rules and regulations promulgated pursuant thereto with respect to the use thereof, and payments required therefor.

5. Floor plans. The floor plans of the Condominium, showing the layout, location, Unit numbers, and dimensions of Units, stating the name of the Condominium, and bearing the verified statement of a registered land surveyor certifying that the plans fully and accurately depict the same, as built, together with a site plan showing the locations of the buildings which make up the Condominium and the common areas, are being recorded simultaneously with this Master Deed and as a part of it. These Master Plans are captioned: "Compiled Plan of Land in Dracut, Mass. of Hillview Condominium, owned by Hillview Condominium Trust. Scale: 1"=20', January 7, 1980, Robert M. Gill & Associates, Inc., Civil Engineers & Surveyors, Lowell, Mass.": Hillview Condominium Unit 1 - Area = 876 sq. ft. ±;

Hillview Condominium Unit 2 - Area = 893 sq. ft. ±; Hillview Condominium Unit 3 - Area = 904 sq. ft. ±; Hillview Condominium Unit 4 - Area = 880 sq. ft. ±; Hillview Condominium Unit 5 - Area = 980 sq. ft. ±; Hillview Condominium Unit 6 - Area = 980 sq. ft. ±; Hillview Condominium Unit 7 - Area = 980 sq. ft. ±; Hillview Condominium Unit 8 - Area = 820 sq. ft. ±; Hillview Condominium Unit 9 - Area = 980 sq. ft. ±; Hillview Condominium Unit 10 - Area = 980 sq. ft. ±; Hillview Condominium Unit 11 - Area = 980 sq. ft. ±; Hillview Condominium Unit 12 - Area = 980 sq. ft. ±; Hillview Condominium Unit 13 - Area = 980 sq. ft. ±; Hillview Condominium Unit 14 - Area = 980 sq. ft. ±; Hillview Condominium Unit 15 - Area = 967 sq. ft. ±; Hillview Condominium Unit 16 - Area = 980 sq., ft. ±.

All above listed Unit Plans 1 through 16 drawn by Robert M. Gill & Associates, Inc., Civil Engineers & Surveyors, 418 Bridge Street, Lowell, Massachusetts 01850.

6. Purposes. The Units in the Condominium are intended only for residential purposes by not more than one family unit nor more than two unrelated persons.

7. Restrictions on use. Unless otherwise permitted by instrument in writing duly executed by a majority of the Trustees of Hillview Condominium Trust then in office and pursuant to the By-Laws thereof:

a) No Unit shall be used for any purpose other than a purpose permitted under Section 6 above;

b) The architectural integrity of the buildings of the Condominium and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no 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 any such Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) or any exterior light, or other exterior hardware, exterior door, or door frames shall be made, and not painting, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

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c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of Hillview Condominium Trust and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all the Units, and the Trustees of Hillview Condominium Trust and the Trustees shall administer them on behalf of said owners and shall be enforceable solely by said Unit Owners or Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occurs during his or her ownership thereof.

8. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of Hillview Condominium Trust, and (c) duly recorded with the North Middlesex County 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 has 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 of effect unless the same has been signed by the owners of the Unit so altered;

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities

shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank, insurance company, mortgage company, pension fund or like institutional lender or a purchase money second mortgage held by the Grantors or their assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(e) 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 of the General Laws of Massachusetts shall be of any force or effect.

9. F.H.L.M.C. and F.N.M.A. Compliance.

Notwithstanding any to the contrary contained in this Master Deed or the Hillview Condominium Trust recorded herewith, Declarant and all subsequent Unit Owners hereinafter agree as follows:

(9-I) That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Hillview Condominium Trust, such right of first refusal shall not impair the rights of an institutional first mortgage lender to:

(II) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(III) Accept a Deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(IV) Sell or lease a Unit acquired by the institutional first mortgage lender through the procedures set forth in Subsections II and III above;

(9-II) That any person taking title to a Unit through a foreclosure sale duly conducted by an institutional first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(9-III) That any institutional first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(9-IV) That unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

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(9-IV-I) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(9-IV-II) change the pro-rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the common elements;

(9-IV-III) partition or subdivide any Unit;

(9-IV-IV) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

(9-IV-V) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the Condominium;

(9-V) That 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, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium;

(9-VI) That in no case shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the 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 such Unit and/or the common areas and facilities of the Condominium;

(9-VII) That an institutional first mortgage lender, upon request to the Trustees of the Condominium Trust will be entitled to:

(9-VII-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 provision of the Condominium Trust which is not cured within sixty (60) days;

(9-VII-II) inspect the books and records of the Condominium Trust during normal business hours;

(9-VII-III) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the said Condominium Trust;

(9-VII-IV) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meeting; and

(9-VII-V) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation of eminent

domain of said Unit or the common areas and facilities of the Condominium;

(9-VIII) That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (3) days' or less written notice.

(9-IX) That the Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.

The Declarant intends that the provisions of this Section 9 comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

10. Trust. The trust through which the Unit Owners shall manage and regulate the Condominium established hereby is Hillview Condominium Trust under Declaration of Trust dated November 14, 1980, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees of the Condominium Trust (therein designated as the Trustees thereof) are as follows:

Tai-Deh Hsu
112 Dracut Road
Hudson, New Hampshire

Allen Broggi
112 Dracut Road
Hudson, New Hampshire

Carolyn Carson
112 Dracut Road
Hudson, New Hampshire

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Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to, and in accordance with, provisions of Chapter 183A of the General Laws of Massachusetts.

11. Chapter 183A governs. The Units and common areas and facilities, and the Unit Owners, and the Trustees of Hillview Condominium Trust shall have the benefit of, and be subject to, the provisions of G.L. c 183A and in all respects not specified in this Master Deed or in the Declaration of Trust of Hillview Condominium Trust and the By-Laws set forth therein shall be governed by the provisions of G.L. c. 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of G.L. C. 183A.

12. Definitions. All terms and expressions used in this Master Deed which are defined in section 1 of G.L. c.183A shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, on the 14th. day of November, 1980, the said GOLDEN BELL, INC., has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by TAI-DEH HSU, its President.

[Signature]
WITNESS

GOLDEN BELL, INC.
By *Tai-Deh Hsu, President*
TAI-DEH HSU, PRESIDENT

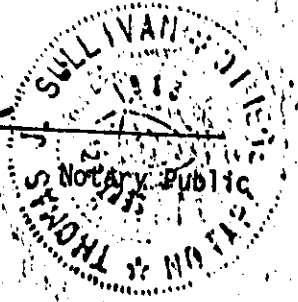
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

November 14, 1980

Then personally appeared the above-named Tai-Deh Hsu, President and acknowledged the foregoing instrument to be the free act and deed of GOLDEN BELL, INC., before me,

[Signature]
Thomas J. Sullivan



My commission expires: September 22, 1983

EXHIBIT A

TO MASTER DEED

<u>Unit Designation</u>	<u>Location</u>	<u>Approximate Area</u>	<u>Number of Rooms</u>	<u>Immediate Common Area to which Unit Has Access</u>	<u>Proportionate Interest in common area</u>
1	144 Thissell Ave., Dracut, MA.	876	5	Front yard/rear yard	6.94%
2	"	893	5	Front yard/rear yard	6.94%
3	"	904	5	Front yard/rear yard	6.94%
4	"	880	5	Front yard/rear yard	5.91%
5	"	980	5	Hallway common area	5.91%
6	"	980	5	Hallway common area	5.91%
7	"	980	5	Hallway common area	5.55%
8	"	820	4	Hallway common area	6.12%
9	"	980	5	Hallway common area	6.12%
10	"	980	5	Hallway common area	6.12%
11	"	980	5	Hallway common area	6.12%
12	"	980	5	Hallway common area	6.12%
13	"	980	5	Hallway common area	6.12%
14	"	980	5	Hallway common area	6.12%
15	"	967	5	Hallway common area	6.12%
16	"	980	5	Hallway common area	6.12%

Rec Nov 19 1980 4:16PM #19543