

Middlesex North Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
8639	MASTER DEED		02364/546	05/24/1979	
Property-Street Address and/or Description					
THISSELL AV PL BK 128-127 MASTER DEED					
Grantors					
FEMMINO ANTHONY S PTNR, THISSELL LTD-LIMITED PARTNERSHIP					
Grantees					
References-Book/Pg Description Recorded Year					
02535/636 CERT 1982, 02607/632 CERT 1983, 02635/206 CERT 1983, 02671/238 CERT 1983, 02704/623 CERT 1984, 02761/325 CERT 1984, 02822/238 CERT 1984, 02836/93 CERT 1984, 03148/31 CERT 1985, 02364/573 BY 1979, 02364/590 NONE 1979, 02364/598 CERT 1979, 02661/195 CERT 1983, 02364/599 NONE 1979, 02364/607 CERT 1979, 02364/608 NONE 1979, 03197/28 CERT 1985, 03233/19 CERT 1985, 03406/216 CERT 1986, 02364/616 CERT 1979, 02364/617 NONE 1979, 02364/625 CERT 1979, 02879/118 CERT 1984, 02792/23 CERT 1984, 03036/57 CERT 1985, 03133/267 CERT 1985, 02364/626 NONE 1979, 02364/634 CERT 1979, 02364/635 NONE 1979, 02364/643 CERT 1979, 02364/644 NONE 1979, 02364/648 CERT 1979, 02364/649 NONE 1979, 02364/656 CERT 1979, 02364/657 NONE 1979, 02385/364 CERT 1979, 02385/365 NONE 1979, 02387/349 CERT 1979, 02459/462 CERT 1981, 02492/403 NONE 1981, 02385/373 CERT 1979, 02385/374 NONE 1979, 02387/350 NONE 1979, 02496/61 CERT 1981, 02385/728 NONE 1979, 02385/727 CERT 1979, 02409/211 CERT 1980, 02409/212 NONE 1980, 02412/671 NONE 1980, 02500/73 CERT 1981, 02505/590 CERT 1981, 02522/620 CERT 1982, 02626/640 CERT 1983, 02683/628 CERT 1983					
Registered Land Certificate(s)-Cert# Book/Pg					

BK2364 PG 546

MASTER DEED OF THE KENWOOD GARDENS TOWNHOUSE CONDOMINIUM III

THISSELL LTD., a Limited Partnership, duly authorized to do business under the laws of the Commonwealth of Massachusetts, and having its principal office and place of business at 728 Boylston Street, Brookline, Massachusetts, acting herein by ANTHONY S. FEMMINO, as he is its sole General Partner (hereinafter called the "Grantor"), "Grantor" being the sole owner of certain land (the "Land") in Dracut, Middlesex County, Massachusetts, hereinafter described, does hereby, by duly executing and recording this Master Deed, submit the land, together with the buildings improvements and structures thereon and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Premises"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts as the same may from time to time be amended (hereinafter sometimes called the "Condominium Law") and propose to create and do hereby create with respect to the Premises, a condominium to be known as THE KENWOOD GARDENS TOWNHOUSE CONDOMINIUM III (the "Condominium").

1. The land is situated in Dracut, Middlesex County, Commonwealth of Massachusetts, and is bounded and described as follows:

A certain parcel of land in Dracut, Middlesex County, Massachusetts, shown on a plan of land entitled "Plan of Land in Dracut, Massachusetts, prepared for Kenwood Garden Townhouses III, December 31, 1978, prepared by Robert E. Anderson, Inc.", to be recorded with Middlesex North District Registry of Deeds, and bounded and described according to said plan as follows:

See B. 2364 P. 573
See B. 2364 P. 590
See Certificate B. 2364 P. 598
See B. 2661 P. 195
See B. 2364 P. 599
See Certificate B. 2364 P. 607
See B. 2364 P. 608
See B. 3197 P. 28
See B. 3233 P. 19
See B. 3406 P. 24
See Certificate B. 2364 P. 616
See Certificate B. 2364 P. 617
See Certificate B. 2364 P. 625
See B. 2819 P. 118
See Certificate B. 2792 P. 23
See B. 2836 P. 57
See B. 3153 P. 267

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Commencing at a point on the Northeasterly side of Thissell Avenue, at the Northwesterly corner where the property adjoins the land of John & Pauline Morning, as shown on said plan, and thence running by the sideline by said John & Pauline Morning

NORTH	55° 55' 00" E	99.95 feet; thence by land now or formerly of Florence Werner and Marvin Weinstein;
SOUTH	34° 03' 17" E	210.71 feet; thence by land now or formerly of Florence Werner and Marvin Weinstein and Benjamin Weinstein;
SOUTH	35° 13' 39" E	389.37 feet; thence by land now or formerly of Natale and Nancy Sergi;
SOUTH	55° 55' 00" W	107.62 feet; thence by Thissell Avenue;
NORTH	34° 05' 00" W	600 feet to point of beginning.

Said premises are subject to the encumbrance set forth in the Schedule of Encumbrances attached hereto and made a part hereof.

For title reference, see Deed recorded herewith in Middlesex North Registry of Deeds, Natale Sergi and Nancy Sergi, Trustees of the Checkerberry Trust to Thissell Ltd., a Limited Partnership.

2. Name of Condominium:

The Condominium shall be known as THE KENWOOD GARDENS TOWNHOUSE CONDOMINIUM III. The organization through which the owners of the Condominium Units (hereinafter called the "Unit" or "Units") shall manage and regulate the Condominium established hereby is The Kenwood Gardens Townhouse Condominium Trust III (the "Trust"), created by written Declaration of Trust (the "Declaration") of even date to be recorded herewith. ANTHONY S. FEMMINO and DAVID J. PALMER are to be named therein as the original Trustees. The Trust has enacted By-Laws and Rules and Regulations pertaining thereto, as provided in §8 of the Condominium Law. A copy of said By-Laws is also to be recorded herewith.

See B. 2364 P. 643 See Certificate B. 2364 P. 649
 See B. 2364 P. 644 See Certificate B. 2364 P. 656
 See Certificate B. 2364 P. 648 See B. 2364 P. 657
 See B. 2364 P. 626
 See Certificate B. 2364 P. 634
 See B. 2364 P. 635

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3. Description of the Buildings:

The Condominium consists of two (2) buildings. The first building is subdivided into ten (10) Condominium Units, said building and said Units being designated as set forth on Exhibit A attached hereto and made a part hereof. The building is two-story, with basement, wood frame bearing wall construction with some masonry veneer and poured concrete foundations.

The second building is subdivided into twelve (12) Condominium Units said building and said Units being designated in Exhibit A attached hereto and made a part hereof. The building is two-story, without basement, wood frame bearing wall construction with some masonry veneer and poured concrete foundations.

It is understood and agreed that as of the date of the recording of this Master Deed the building has been built in the location shown on the Development Plan.

4. Description of The Units and Their Boundaries:

The designation of each Unit, a statement of its location, approximate area, number of rooms and immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit A attached hereto and made a part hereof. The layout of each Unit and location of the rooms therein are as shown on the Plan referred to in Section 6 hereof.

The boundaries of the Units are as follows:

(i) Floors: the upper surface of the wood floor truss system, or, where applicable, the upper surface of the concrete floor slab.

(ii) Ceilings: the plane of the lower surface of the roof rafters of the exterior roof.

(iii) Interior Building Walls Between Units: the plan of the surface facing such Unit of the wall studs.

*See B. 2364 P. 665 See B. 2367 P. 206
See B. 2364 P. 666 See Certificate B. 2367 P. 204
See B. 2364 P. 674 See San Ord. B. 2367 P. 205
See Certificate B. 2363 P. 362 See B. 2376 P. 131 See B. 2376 P. 132
See B. 2373 P. 363 See B. 2376 P. 144 See B. 2377 P. 28
See Certificate B. 2382 P. 137 See B. 2382 P. 138
See Certificate B. 2369 P. 27
See Certificate B. 2369 P. 27
See B. 2373 P. 353
See B. 2373 P. 354
See B. 2376 P. 140
See B. 2377 P. 29*

(iv) Exterior Building Walls , Doors and Windows of Units:

as to walls, the plane of the interior surface of the wall studs or of the concrete wall in basement areas, if any; as to doors, the exterior surface thereof and of door glass and door frames; and as to windows, the exterior surface of the glass and of the window frames.

(v) Air Conditioning: the wall air conditioner serving

the Unit, and all connections shall be part of the Unit.

5. Description of The Common Areas and Facilities (hereinafter

"Common Elements"):

The Common Elements of the Condominium consist of all common areas and facilities contained in the Premises, including all parts of the building and improvements thereon, but excluding individual Units. The Common Elements shall include, without limitation, all of the following:

- A. The land on which the building has been built;
- B. The foundations, structural columns, beams and other structural members of any building, those portions of the exterior and interior walls, ceilings, floor and roof not included as part of the Units, and all mechanical, electrical, or other equipment serving the Condominium, except for any such equipment which services any Unit exclusively;
- C. All conduits, ducts, plumbing, wiring, flues (except as stated in subsection (iii) of Section 4 hereof) and other facilities for the furnishing of power, light, air, gas and all sewer and drainage pipes located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained;
- D. The utility room containing electric and water meters;

See Certificate B2385 P. 373
 See Certificate B2385 P. 728
 See Certificate B2385 P. 727
 See Certificate B2409 P. 211
 See B2409 P. 212
 See B2412 P. 67
 See Certificate B2385 P. 364
 See B2385 P. 374
 See B2387 P. 349
 See B. 2387 P. 350
 See B. 2459 P. 462
 See B. 2492 P. 403
 See Certificate B. 2496 P. 61

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E. The land, lawns, gardens, roads, walks, pathways, parking and other improved areas not within the Units;

F. All other items, other than Units, listed as common areas and facilities in Massachusetts General Laws, Chapter 183 A and located on the Premises;

G. It is hereby provided that a Unit Owner shall have the exclusive right to use the following areas (hereinafter sometimes called "Exclusive common area of a Unit") with respect to said Units;

Raised Entry Decks and Terraces: The raised entry decks shall be for the exclusive use of the owners of adjoining Units. The Terrace shall be for the exclusive use of the owners of adjoining Units.

Exclusive Parking Areas: Each Unit shall have the exclusive use of one parking space as designated as follows:

100	A	109	J	118	T
101	B	110	K	119	U
102	C	111	L	120	Y
103	D	112	M	121	W
104	E	113	O		
105	F	114	P		
106	G	115	Q		
107	H	116	R		
108	I	117	S		

See B. 2500 P. 173

See B. 2505 P. 380

See B. 2502 P. 600

See Certificate B. 2505 P. 6636

See B. 2607 P. 632

See Certificate B. 2626 P. 640

See Certificate B. 2635 P. 206

See Certificate B. 2671 P. 238

See Certificate B. 2683 P. 628

See Certificate B. 2704 P. 623

See Cert. B. 2761 P. 325

See Cert. B. 2822 P. 238

See Cert. B. 2856 P. 93

See Cert. B. 3146 P. 31

Rear of Unit: Each Unit owner shall be allowed to make improvements to the rear common area of that Unit, but only and to the extent that any and all improvements are approved by the Trustees of the Trust, in accordance with the applicable provisions of the By-Laws recorded herewith; and provided further that each Unit owner shall be responsible for the maintenance, upkeep and repair of any improvements made to the exclusive common area of said Unit.

6. Floor Plans: A set of floor plans showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit number and dimension of the Unit as built, are attached hereto and made a part hereof. The floor plans for the Units in the building are as built plans.

7. Determination of Percentages in Common Elements:

The percentage of interest in the Common Elements for each Unit has been determined upon the basis of the approximate relation which the fair value of each Unit, as of the date hereof, bears to the aggregate fair value of all the Units, as of the date hereof, in the Premises. All Units will be conveyed together with the respective individual interest in the Common Elements, as set forth on said Exhibit A, and each owner of a Condominium Unit in the Premises, and all those claiming by, through or under said owner shall have the benefit of the right to use the Common Elements (other than the exclusive common area of a Unit) in common with and with due regard for others entitled to use the same, all as

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set forth in the By-Laws and Rules and Regulations adopted pursuant thereto.

8. Use of Units:

Except as hereinafter expressly provided, the buildings and each of the Units therein, are intended only for residential purposes. No use may be made of any Unit except as a residence for the owner thereof, or his permitted lessees, family members and guests and no Unit may be used in whole or in part as a professional office whether or not accessory to such residential use.

Notwithstanding anything to the contrary, the Grantor hereof may (a) let or lease Units which are owned by it, and (b) use any Units owned or leased by it, or the Common Elements, as offices, and/or as storage area, for purposes of remodeling, sale or leasing of Units.

No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Trust and any and all Rules and Regulations promulgated pursuant to the foregoing.

No Unit shall be used or maintained in any manner which is contrary to any law, ordinance, regulation or requirement of any public authority, including without limiting the foregoing, the zoning ordinances of the Town of Dracut.

Said restrictions shall be for the benefit of the owners of all of the Units and the Trust and shall be enforceable by the Trustees 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.

9. Units Subject to Master Deed, Etc.:

All Units, present and future, shall be conveyed subject to the provisions of the Master Deed, the Unit Deed, the Declaration, the By-Laws of the Trust, and the Rules and Regulations adopted thereunder, as they may from time to time be amended, and subject to the Condominium Law .

The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Declaration, the By-Laws and the Rules and Regulations of the Trust, the provisions of the Condominium Law,

are accepted and ratified by any owner, tenant, visitor, servant or occupant of any such Unit, and all of such provisions shall be deemed to be and accepted as 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 in full in each and every deed, conveyance or lease thereof.

10. 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 hereafter occur caused by or resulting from (a) a settling of a building, or (b) alterations or repairs to the Common Elements made pursuant to the provisions of the By-Laws or (c) repairs or restoration of a building or of a Unit damaged by fire or other casualty or (d) any condemnation or eminent domain proceeding or similar action by any public or quasi-public authority, then and in each of such events, a valid easement shall exist for such encroachment and for the main-

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tenance of the same so long as the building stands.

11. 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 and elements of the Common Elements located in any of the other Units but serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits and elements of the Common Elements located in such Unit but serving such other Units. The Trustees under the Declaration or anyone authorized by said Trustees, shall have the right of access to each Unit in order to inspect the same, or to maintain, repair or replace any of the Common Elements contained therein or elsewhere in the building or to remove any violation of any agreement or instrument affecting the Premises.

12. Amendment of Master Deed:

This Master Deed may be amended by a written instrument signed and acknowledged by owners of Units holding sixty-seven percent (67%) in interest, except that the area of a Unit shall not be changed without the signature or signatures of the owners of such Unit.

13. Conflicts:

This Master Deed is set forth to comply with the requirements of the Condominium Law. In the event any of the provisions of this Master Deed are inconsistent with the Condominium Law

, the provisions of said Chapter 183A, shall control and the repugnant provisions of this Master Deed shall be deemed modified so as to comply with said Chapter 183A

14. 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 provision had never been included herein.

15. 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.

16. 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.

17. Mortgagees' Requirements:

The following provisions shall apply to the holder of any first mortgages of one or more Units:

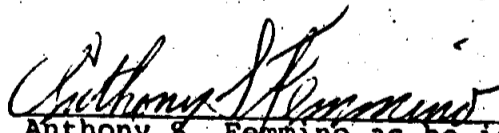
- (a) A first mortgagee at his request shall be entitled to written notification from the Trust of any default by the mortgagor of A Unit in the performance of such mortgagor's obligations under any instrument or document relating to the Condominium.
- (b) Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take the property free of any claims for unpaid assessments of charges against the mortgaged Unit which may have accrued prior to the time such holder shall have come into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units in the Condominium including the mortgaged Unit).

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- (c) Unless at least 75% in interest of the first mortgagees (based upon one vote for each Unit covered by a first mortgage owned by said first mortgagee) of Units have given their prior written approval, the owners of Units shall not be entitled to:
- (1) by act or omission, seek to abandon or terminate the form of condominium ownership.
 - (2) except as provided in Section 12, change the interest or obligations of any Unit for (i) purposes of levying assessments or charges for allocating distributions of hazard insurance proceeds or condemnation awards; (ii) purposes of determining the pro rata share of ownership of each Unit in the Common Elements.
 - (3) partition or subdivide any Unit.
 - (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the owners of Condominium Units shall not be deemed a transfer within the meaning of this subsection (4).
 - (5) use hazard insurance proceeds for losses to any part of the Premises (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by the Condominium Laws in case of substantial loss to the Units and/or Common Elements.
- (d) First mortgagees shall have the right to examine the books and records of the Trust.
- (e) No owner of a Unit, or any other party, shall have priority over any rights of first mortgagees of a Unit pursuant to their mortgages in the case of a distribution to the owners of Units of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

EXECUTED as a sealed instrument this 16th day of May, 1979.

THISSELL LTD., a limited partnership



 Anthony S. Femmino as he is sole
 general partner of Thissell Ltd.,
 a limited partnership and not
 individually

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

May 16, 1979

Then personally appeared the above-named ANTHONY S. FEMMINO, as he is the sole General Partner of Thissell Ltd., a Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed, before me.


 Notary Public

My commission expires: May 15, 1981.

SCHEDULE OF ENCUMBRANCESATTACHED TO MASTER DEED
CREATING THE KENWOOD GARDENS
TOWNHOUSE CONDOMINIUM III,
DRACUT, MASSACHUSETTS

1. Easement granted by Julia M. Fox to the Lowell Electric Light Corporation dated June 25, 1952, and recorded in the Middlesex North District Registry of Deeds in Book 1194, Page 488.
2. Easement granted by Robert C. Wilkins, Inc. to the Massachusetts Electric Company dated May 29, 1969, and recorded in Middlesex North District Registry of Deeds in Book 1887, Page 293.
3. Encumbrance agreement entered into by Robert C. Wilkins Inc. and others to share in the cost and operation and maintenance of a pump to be installed by the Grantor on Hazelwood Street to supply water to the above described premises as well as other premises which cost is to be shared proportionately by the users thereof, by agreement dated October 29, 1971, recorded in Middlesex North District Registry of Deeds in Book 2012, Page 692.
4. Rights and easements retained by Robert C. Wilkins, Inc., its successors and assigns to pass over and install sewer, water and other utilities in Thissell Avenue (as located and shown on "Plan of Land in Lowell and Dracut belonging to the Town of Dracut, surveyed by Osgood and Snell, C.E.S.", November 1895 which plan is recorded in Middlesex North District Registry of Deeds, Plan Book 13, Plan 35) as recorded in Middlesex North District Registry of Deeds in Book 1950, Page 140.
5. Easements granted by Robert C. Wilkins, Inc., to Natale J. Sergi in common with Robert C. Wilkins, Inc., and others, entitled thereto, The Right To Use Robbins Avenue, Thissell Avenue, Hazelwood Street, Wildwood Street, and Eighteenth Street and Holyoke Street for all purposes for which streets are commonly used in this Commonwealth, by deed dated February 23, 1971, Middlesex North District Registry of Deeds, Book 1950, Page 140, Deed Natale J. Sergi to Checkerberry Trust dated March 4, 1971 in said Registry Book 1951, Page 100, and Deed of Checkerberry Trust to Thissell Ltd., dated and recorded herewith.

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EXHIBIT A

ldg.	Unit	Percentage Interest	Shown as Plan No.	Adjacent Left Bldg. Unit	Adjacent Right Bldg. Unit
L	100	4.819	100	None	101
L	101	4.818	101	100	102
L	102	4.818	102	101	103
L	103	4.818	103	102	104
L	104	4.818	104	103	105
L	105	4.818	105	104	106
L	106	4.818	106	105	107
L	107	4.818	107	106	108
L	108	4.818	108	107	109
L	109	4.819	109	108	None
?	110	4.319	110	None	111
?	111	4.318	111	110	112
?	112	4.318	112	111	113
?	113	4.318	113	112	114
?	114	4.318	114	113	115
?	115	4.318	115	114	116
?	116	4.318	116	115	117
?	117	4.318	117	116	118
?	118	4.318	118	117	119
?	119	4.318	119	118	120
?	120	4.318	120	119	121
?	121	4.319	121	120	None

Rec May 24 1979 3:31PM #8639