

BK 2603

MASTER DEED

317

OF

126A PLEASANT VALLEY STREET CONDOMINIUM

*1st. Amended to  
Master Deed  
8364481*

The undersigned Joseph S. Pappalardo of Methuen, Essex County, Massachusetts (hereinafter the "Declarant") being the sole owner of land in Methuen, Essex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does 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 declares and provides the following:

1. Name. The name of the Condominium shall be:  
126A Pleasant Valley Street Condominium
2. Description of the Land. The land (hereinafter the "Land") upon which the building and improvements are situated is described in said Exhibit A attached hereto and made a part hereof.
3. Description of the Building. There is one building designated as "existing wood frame building" on the land containing thirteen units as hereinafter described. The building is two stories with a basement, a poured concrete foundation with brick and vinyl siding and asphalt shingled roof.
4. Designation of the Units and Their Boundaries.
  - (a) The condominium has thirteen units (hereinafter referred to as the "Units"). The designations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit B attached hereto, and are shown on the site and floor plans recorded herewith.

*221 Pl.  
19884*

The said floor plan shows the layout, locations, unit numbers and dimensions of the Units as built, indicates that the Buildings have no name and bears the verified statement of a Registered Professional Engineer, all as required by the provisions of Section 8 of Chapter 183A.

- (b) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Floors: The plane of the upper surface of the concrete floor pad.
  - (ii) Ceilings: The plane of the lower surface of the roof rafters.
  - (iii) Interior Building Walls Between Units: The plane of the interior surface of the wall studs facing each Unit of the interior building wall which separates the Units.
  - (iv) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing the Unit; as to doors, the exterior surface thereof; as to the door frames, the interior surface thereof; as to windows and sash, the exterior surfaces and as to the window frames, the interior surface thereof. All storm and screen windows and doors, whether interior or exterior, shall be the property of the owner of the Unit to which they are attached or attachable and shall be installed, maintained, repaired and replaced at the sole expense of such Unit Owner.
- (c) Each Unit excludes the concrete foundation, structural columns, girders, beams, supports, exterior building walls, that portion of the interior building wall separating the Units which is not expressly included in the Units under subparagraph 4 (b) (iii) hereof, roofs, exterior window and door frames, driveways, walks, exterior steps (both front and rear) and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit, but which serve the other Unit.
- (d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including air conditioning apparatus situated in and exclusively serving the Unit.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Unit served thereby, all utility lines and other common facilities which serve it, but which are located in such other Unit.

- (f) 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 owner of other Unit in the Condominium.

5. Common Areas and Facilities.

Except for the Units the entire premises, including, without limitation, the Land and all parts of the Building and improvements thereon, shall constitute the Common Area and Facilities of the Condominium. Those Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable;
- (b) The concrete foundation, structural columns, girders, beams, supports, exterior building walls, that portion of the interior building wall separating the Units which is not expressly included in the Units under subparagraph 4 (b) (ii) hereof, exterior window and door frames, driveways, walks and exterior steps.
- (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit.
- (d) In general any and all heating apparatus, equipment and installations existing for common use;
- (e) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

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 the other Unit Owner.

6. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of both Units.

The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the following percentages:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	11.31
2	3.29
3	5.45
4	7.81
5	2.43
6	2.44
7	8.63
8	5.12
9	10.18
10	12.82
11	23.20
12	4.66
13	2.66

7. Exclusive Easements. None.

8. Purpose and Restrictions on Use.

The Condominium is to be used solely for business and professional offices and uses strictly incidental thereto, and shall be subject to the following restrictions:

- (a) The architectural integrity of the Building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, 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 by all of the Condominium Trustees.
- (b) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Unit. No Unit Owner may use or

maintain his Unit and Facilities appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Unit.

- (c) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws contained in the Condominium Trust.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions 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. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except such as occur during his or her ownership of a Unit.

9. Reserved Rights.

(a) The Condominium Trustees, acting together, shall have the right of access to each Unit and Facilities appurtenant thereto:

- (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building;
- (ii) to exercise any other rights or satisfy any other obligations they may have as trustees.

10. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the 126A PLEASANT VALLEY STREET CONDOMINIUM TRUST (hereinafter and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided interest in the Common Areas and Facilities to which his Unit is entitled hereunder. The name and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter and hereafter the "Condominium Trustee(s)") is as follows:

322

JOSEPH S. PAPPALARDO  
25 Argilla Road  
Methuen, Massachusetts 01844

/c.  
JOHN TOMMASI  
27 Marianna Road  
Salem, New Hampshire 03079

CHRISTINE PAPPALARDO  
25 Argilla Road  
Methuen, Massachusetts  
01844

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

11. Easement for Encroachment.

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

12. Units Subject to Master Deed, Unit Deed and Condominium Trust.

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 Condominium Trust and the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendment of Master Deed.

This Master Deed may be amended by an instrument in writing (a) signed by all of the Unit Owners, and (b) duly recorded with

Essex County North District Registry of Deeds Registry of Deeds,  
provided, that:

- (i) No instrument of amendment which alters the dimensions of any Unit or 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 assented to by the mortgagees of record of the Units affected; and
- (ii) No amendment to this Master Deed which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force and effect.

14. Provisions For the Protection of Mortgages.

Notwithstanding anything in this Master Deed or in the Condominium Trust and Bylaws to the contrary, and subject to any greater requirements imposed by M.G.L. 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 any 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) foreclosure 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 (i) 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;

- (d) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to both 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 either 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 utilities or for other 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 for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.7(E) of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A of Chapter.
- (e) Consistent with the provision 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.
- (f) 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 taking of such Unit and/or the Common Areas and Facilities.

(g) A First Mortgagee, upon request made to the Trustees of 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 or the provisions of the Condominium Trust which is not cured within sixty (60) days;
- (ii) inspect the books and record of the Condominium Trust at all reasonable times;
- (iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) day 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 meetings; and
- (v) receive prompt written notification from the trustees on the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgage holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

(h) 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 ninety (90) days or less written notice.

The Declarant intends that the provisions of this paragraph 14 shall be subject to any greater requirements imposed by M.G.L. Chapter 183A, all questions with respect thereto shall be resolved in a manner consistent with that intention including the posting of bonds.

The provisions of this paragraph 14 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such

326

instrument is duly recorded with the Essex North District Registry of Deeds in accordance with the requirements of paragraph 13 hereof.

15. Severability.

The invalidity or unenforceability 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 provision had never been included herein.

16. 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.

17. 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 provision hereof.

18. Chapter 183A of the General Laws of the Commonwealth of Massachusetts to Control.

The Master Deed is set forth to comply with the requirements of Chapter 183A and said Chapter shall control as to all matters contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A the provisions of said Chapter shall control.

Witness the execution hereof under seal this 7th day of  
October, 1987.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *Joseph S. Pappalardo*

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 7, 1987

Then personally appeared the above-named Joseph S. Pappalardo and acknowledged the foregoing instrument to be his free act and deed before me,

\_\_\_\_\_  
*Arthur S. Sobil*  
Arthur S. Sobil  
Notary Public  
My commission expires: October 22, 1987

EXHIBIT A TO MASTER DEED OF  
126A PLEASANT VALLEY STREET CONDOMINIUM

A certain parcel of land situate in Methuen, Essex County, Massachusetts, bounded and described as follows:

Southwesterly by Pleasant Valley Street, 197.81 feet;  
Northwesterly by land now or formerly of Miller, 361.45 feet;  
Northeasterly by State Highway Route 213, 214.43 feet; and  
Southeasterly by land now or formerly of Mailhot, 241.98 feet.

Being the same premises conveyed to declarant by deed of P & L Development Corp. as parcels 1 and 11, dated December 29, 1984 and recorded with Essex North District Registry of Deeds in Book 1910, Page 1.

The within described premises is subject to and has the benefit of a variance, a copy of which is recorded with said Registry of Deeds in Book 2545, Page 102.

The within described premises is subject to two mortgages to Lawrence Savings Bank recorded with said Registry of Deeds in Book 1352, Page 332 and Book 1395, Page 146 and a conditional assignment of leases and rents in Book 1352, Page 334.

The within described premises is subject to an order of taking for a sewer recorded in Book 1353, Page 251 and a Highway taking recorded in Book 929, Page 162.

A lease of that portion of the premises shown as Unit 3, notice of which is recorded in Book 1364, Page 35.

EXHIBIT B TO MASTER DEED OF 126A PLEASANT VALLEY STREET CONDOMINIUM

UNIT DESIGNATION	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA	DESCRIBE COMMON AREAS TO WHICH UNIT HAS ACCESS
<u>First floor</u>				
1	126A Pleasant Valley St. Methuen, Mass.	5 rooms, open hall and foyer	1,542 square feet	First floor hall
2	126A Pleasant Valley St. Methuen, Mass.	2 rooms	448 square feet	First floor hall
3	126A Pleasant Valley St. Methuen, Mass.	5 rooms	743 square feet	First floor hall
4	126A Pleasant Valley St. Methuen, Mass.	2 rooms	1,064 square feet	First floor hall
5	126A Pleasant Valley St. Methuen, Mass.	1 room	331 square feet	First floor hall
6	126A Pleasant Valley St. Methuen, Mass.	1 room	332 square feet	First floor hall
7	126A Pleasant Valley St. Methuen, Mass.	6 rooms	1,176 square feet	2 entrances to first floor hall
8	126A Pleasant Valley St. Methuen, Mass.	5 rooms	698 square feet	First floor hall
<u>Second flr.</u>				
9	126A Pleasant Valley St. Methuen, Mass.	1 room	1,387 square feet	Second floor hall
10	126A Pleasant Valley St. Methuen, Mass.	1 room	1,747 square feet	Second floor hall
11	126A Pleasant Valley St. Methuen, Mass.	14 rooms	3,163 square feet	Second floor hall
12	126A Pleasant Valley St. Methuen, Mass.	1 room	635 square feet	Second floor hall
13	126A Pleasant Valley St. Methuen, Mass.	1 room	363 square feet	Second floor hall

Recorded Oct. 8, 1987 at 12:48PM #31508