

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

Current datetime: 10/9/2015 7:51:39 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
36205	MASTER DEED		02889/136	11/09/1984	
Property-Street Address and/or Description					
LOT 802 PL BK 143-72 SEE ALSO PL BK 145 PLS 121 & 122 MASTER DEED					
Grantors					
FLAHERTY HOMES INC, MEADOW BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
02901/205 CERT 1984, 02901/206 NONE 1984, 02918/20 CERT 1984, 02918/21 NONE 1984, 02933/191 CERT 1985, 02933/193 NONE 1985, 02963/253 NONE 1985, 02975/162 CERT 1985, 02975/163 NONE 1985, 02977/42 CERT 1985, 02977/43 NONE 1985, 02981/197 CERT 1985, 02981/198 NONE 1985, 03090/164 NONE 1985, 03356/59 CERT 1986, 03035/34 CERT 1985, 03035/35 NONE 1985, 03068/224 CERT 1985, 03068/225 NONE 1985, 22579/120 CERT 2008, 26683/231 ELECT 2012, 27772/284 ELECT 2013, 28648/47 ELECT 2014					
Registered Land Certificate(s)-Cert# Book/Pg					

MEADOW BROOK CONDOMINIUM

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MASTER DEED

FLAHERTY HOMES, INC., a Massachusetts corporation duly organized under law and with its principal office for business in Tyngsboro, Middlesex County, Massachusetts (hereinafter sometimes referred to as "Declarant"), being the sole owner of a certain premises in Lowell, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, it does hereby declare and provide as follows:

1. Name.

The name of the Condominium shall be MEADOW BROOK CONDOMINIUM.

2. Description of Land.

The premises which constitute the Condominium comprise the land (hereinafter the "Land") situated in Lowell, Middlesex County, Massachusetts, as shown on the plan entitled, "Site Plan in Lowell, Mass. Prepared for Flaherty Homes, Inc., Scale 1" = 30', Robert M. Gill & Assoc. Inc., April 25, 1984", consisting of one sheet, bearing the verified statement of a registered land surveyor, to be recorded herewith (hereinafter referred to as "Site Plan"). A description of the Land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which Land, buildings and improvements are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth in said Exhibit A.

3. Description of the Building(s).

The building(s) (hereinafter the "Buildings") on the Land are described in Exhibit B attached hereto and made a part hereof.

See Cert. B 2889 P 188
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4. Designation of the Units and Their Boundaries.

- (a) The Condominium presently consists of nineteen Units which are situated in Buildings 802, 810 and 816, as shown on the Site Plan (said nineteen units are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of said nineteen Units are set forth in Exhibit C attached hereto, and are shown on the Unit floor plans recorded herewith (hereinafter referred to as "Plans").

The said Plans show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Buildings numbered 802, 810 and 816 and otherwise have no name and bear the verified statement of a registered architect, all as required by the applicable provisions of Massachusetts General Laws, 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 slab.
 - (ii) Roof: The plane of the lower surface of the roof rafters.
 - (iii) Walls, Doors and Windows As to walls, the plane of the interior surface of the wall studs facing the Unit; as to the exterior doors, the exterior surface thereof; as to exterior door frames and window frames, the exterior surface thereof; and as to the windows, the exterior surface of the glass and sash.

All glass window panes, including those forming part of glass sliding doors, shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned by the Unit Owner thereof.

- (c) Each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, the studs between units lying inside of

the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, lawns, driveways, parking areas, walks, trails and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishings of utility services or waste removal which are situated within a Unit, but which serve the other Units.

- (d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the unit.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.
- (f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units 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 all improvements thereon and thereto, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities shall consist of and include, without limitation, the following:

- (a) The Land described in Exhibit A hereof together with the benefit of and subject to the rights, easements and restrictions referred to therein and in paragraph 3 hereof.
- (b) The foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs.
- (c) The lawns, driveways, walkways, parking areas, fences, trails, sidewalks, and the improvements thereon and thereto including, without limiting the generality of the foregoing, landscaping, lighting fixtures, signs and mailboxes.
- (d) All conduits, ducts, pipes, wires, meters and other installations or facilities for the

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furnishings of utility services and waste removal including, without limitation, water, sewerage, gas, electricity, and telephone, 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.

- (e) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.
- (f) In general, any and all apparatus, equipment and installations existing for common use.
- (g) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, 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 Owners, except that each Unit shall have exclusive right and easement to the use of the front and back walkway, steps and driveway serving each Unit and deck attached to each unit. The maintenance of said deck is the responsibility of the Unit Owner as set forth in Paragraph 5.2 of Meadow Brook Condominium Trust.

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 measured as of the date of this Master Deed bears to the aggregate fair value of all the Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit C hereof.

7. Purpose and Restrictions on Use.

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

- (a) Each Unit shall be used only for residential dwelling.
- (b) The architectural integrity of the Building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure, skylight, chimney, 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 or exhibited through a window of 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 the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(c) The Owners of any Unit may at any time and from time to time modify, remove and install walls lying wholly within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls other improvements shall be approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(d) All leases, rental or use and occupancy arrangements for Units shall be in writing and shall be subject to this Master Deed, the Declaration of Trust and such Rules and Regulations as may be adopted from time to time and as such documents presently exist or may hereafter be amended. No Unit or any part thereof may be leased, rented, or licensed for use unless the Owner of the Unit shall have first (i) notified the Condominium Trustees in writing at least fifteen (15) days before the commencement date of the proposed lease, rental or license arrangement of the name(s) and address(es) of the proposed lessee, tenant or licensee and all members of his or her family and/or all other persons who propose to occupy the unit with such lessee, tenant or licensee, (ii) supplied the Condominium Trustees with such written references with respect to all such persons referred to in the immediately preceding clause (i) of this subparagraph as the Condominium Trustees may reasonably request and (iii) obtained the prior written permission of the Condominium Trustees to such lease, rental or use and occupancy arrangement. In no event, shall the initial term of any lease, rental or use and occupancy be less than six (6) months in duration and subsequent to said initial term, be less than thirty (30) days in duration; every

renewal or extension thereof shall require new permission of the Condominium Trustees in accordance with the procedures herein set forth. Notwithstanding the foregoing, the Condominium Trustees may not exercise their approval authority herein granted so as to restrict leasing or occupancy of the Units because of race, creed, color or national origin. Each Unit Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Unit Owner(s) of their Unit(s) and the Common Areas and Facilities. Therefore, each lease, tenancy, or license arrangement entered into by a Unit Owner with respect to his Unit shall by virtue of this subparagraph of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Unit. Each Unit Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expenses, including court costs and attorney's fees, on account of (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees, or other occupants of his Unit claiming by, through or under such person, or (ii) any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this subparagraph; provided; however, that the restrictions of this subparagraph shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

- (e) 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 Units. No Unit Owner may use or maintain his Unit or the Common Areas and Facilities appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units and the Common Areas and Facilities.
- (f) 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 set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.
- (g) The parking area is intended to be used solely for the parking of private passenger vehicles.

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 as occur during his or her ownership of a Unit.

8. Rights Reserved to the Declarant for Sales and Future Development.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right for so long as he owns such an unsold Unit to:
 - (i) Lease and License the use of any unsold Units;
 - (ii) Raise or lower the price of unsold Units;

- (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;
 - (iv) Use any Unit owned by the Declarant as an office for the Declarant's use;
 - (v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.
- (b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to himself and his agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the declarant shall deem necessary or desirable to complete the development of the Condominium and the development of common use pursuant to the rights reserved to the Declarant in paragraph 16 of this Master Deed. This easement shall include the right to store at, in or upon the Common

Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

9. Rights Reserved to the Condominium Trustees.

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto:

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.
- (b) To grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

10. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Meadow Brook Condominium Trust (hereinabove 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 ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Patrick J. Flaherty
404 Middlesex Road
Tyngsboro, Massachusetts 01879

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Helen M. Flaherty
404 Middlesex Road
Tyngsboro, Massachusetts 01879

Roy E. Lamb
4 Winding Way
Westford, Massachusetts 01886

The Condominium Trustees have enacted the By-Laws 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 encroaches 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 Buildings, 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 Buildings 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 involved stands.

12. Unit Owners' Rights and Obligations.

- (a) All present and future Unit owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraph 7(d) hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to 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 (including, without limitation, paragraph 7(d) hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, 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, lessee, tenant, licensee, visitor, invitee, 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 thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

- (b) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his Unit, which right shall be perpetual and appurtenant to unit ownership.
- (c) Voting power shall be proportionate to the percentage of undivided interest in the Common Areas and Facilities to which a unit is entitled hereunder.
- (d) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Trust. Such share shall be proportionate to that Unit's undivided interest in the Common Areas and Facilities.

13. Amendments.

Except as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the owners of Units to which at least seventy-five percent (75%) of the votes in the Condominium Trust are allocated, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by owners of Units to which at least seventy-five percent (75%) of the votes in the Condominium Trust are allocated, and (b) duly recorded with the Middlesex North District Registry of Deeds, provided that:

- (a) The date on which any instrument of amendment is first signed by an Owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.
- (b) Not instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed the the Owner of the Unit so altered.
- (c) No instrument of amendment which alters the percentage of the undivided interest to which any

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Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units.

- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A shall be of any force or effect.
- (e) No instrument of amendment which purports to affect the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 16 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex County North District Registry of Deeds.
- (f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex County North District Registry of Deeds. The requirements for the Declarant's assent contained in the subparagraph (f) shall terminate upon the completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor to the Declarant's development interest in the Condominium) of the 19th Unit of the Condominium or the expiration of three (3) years from the date of the recording of this Declaration, whichever occurs first.
- (g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.
- (h) No instrument of amendment which would, in any manner disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

- (i) No instrument of amendment which purports to amend or otherwise affect paragraphs (c) through (h) of this paragraph 13 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

Except for amendment to the condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation, the consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Condominium Trust are allocated and the approval of eligible holders of mortgages (as the term "eligible mortgage holder" is now or may at any time hereafter be defined in the FNMA Conventional Home Mortgage Selling Contract Supplement) on Units which have at least sixty-seven percent (67%) of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium.

The consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- (i) Voting:
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the common areas (or units if applicable):
- (iv) Insurance or Fidelity Bonds;
- (v) Rights to use Common Areas or Limited Common Areas;
- (vi) Responsibility for maintenance and repair of the several portions of the Condominium;
- (vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- (viii) Boundaries of any unit;

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- (ix) The interest in the Common Areas or Limited Common Areas;
- (x) Convertibility of units into common areas or of common areas into units;
- (xi) Leasing of unit estates;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;
- (xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the applicable provisions hereof.

14. Provisions for Protections of Mortgages and FNMA/FHLMC Qualification.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of holders of first mortgages of record with respect to the Units and shall govern and be applicable insofar and for as long as the same are required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), as applicable, under laws and regulations applicable thereto, to wit:

- (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 of 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 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) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law.
- (e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.
- (f) Except as provided by the statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities, unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) and owners (other than the developer, builder or sponsor) of the Units have

given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium.
 - (ii) Change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) Partition or subdivide any Unit; or
 - (iv) by 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 and the exercise of other actions with respect to granting of special rights of use of easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Meadow Brook Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or
 - (v) use of 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 taking of or substantial loss to the Units and/or common elements of the Condominium.
- (g) To the extent permitted by law, 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:

- (h) In no case shall any provision of the Master Deed or the Meadow Brook 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 common areas and facilities of the Condominium.
- (i) Upon written request to the Trustees of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage shall be entitled to:
- (i) written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
 - (ii) written notice of any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor which remains uncured for a period of sixty (60) days;
 - (iii) written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;
 - (iv) written notice of any proposed action which would require the consent of a specified percentage of eligible mortgage holders;
 - (v) written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend such meetings;

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- (vi) the right to inspect the books and records of the Condominium Trust at all reasonable times;
 - (vii) the right to receive an audited annual financial statement of the Condominium Trust within 90 days following the end of any fiscal year of the Condominium Trust.
- (j) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on units which have at least fifty-one percent of the votes of units subject to eligible holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by eligible holders holding mortgages on units which have at least fifty-one percent of the vote of units subject to eligible holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least fifty-one percent of the votes of such remaining units subject to eligible holder mortgages.
 - (iv) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an

eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of units to which at least sixty-seven percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one percent of the votes of units subject to eligible holder mortgages.

15. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws "Declarant" shall mean and refer to Flaherty Homes, Inc. and to any of its successors and assigns who come to stand in the same relation as developer of the Condominium as it did.

16. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facilities, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance. Nothing contained in this paragraph, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

17. Severability

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

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18. 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.

19. 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 or any provision hereof.

20. Governing Law

This Master Deed, the Condominium Trust and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units to which at least seventy-five percent (75%) of the votes in the Condominium Trust are allocated, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Middlesex North District Registry of Deeds prior to this becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph to the

contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex North District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium.

IN WITNESS WHEREOF, the said FLAHERTY HOMES, INC., has caused these presents to be signed and acknowledged in its name and behalf by PATRICK J. FLAHERTY, its President, thereunto duly authorized, this 3rd day of August, 1984.

FLAHERTY HOMES, INC.

By Patrick J. Flaherty
Patrick J. Flaherty, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 3, 1984

Then personally appeared the above-named Patrick J. Flaherty, President of FLAHERTY HOMES, INC. and acknowledged the foregoing instrument to be the free act and deed of the said FLAHERTY HOMES, INC., before me

Arthur E. Sullivan
Notary Public
My Commission Expires: 10-22-87

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MEADOW BROOK CONDOMINIUM

EXHIBIT A

The land in Lowell, County of Middlesex, Commonwealth of Massachusetts, consisting of 53,658 square feet, more or less, and shown as Lot 802 on Plan entitled "Plan of Land In Lowell, Mass. For Flaherty Homes, Inc. Scale: 1" = 30' April 25, 1984. Robert M. Gill & Assoc., Inc. Civil Engineers and Surveyors, Lowell, Mass." recorded on May 11, 1984 at Plan Book 143, Plan 72.

Being the same premises conveyed to the mortgagor by deed of Kenneth M. Scagel recorded on May 11, 1984 as Document No. 13391.

The premises are subject to the rights reserved unto Kenneth M. Scagel, his heirs, successors and assigns; namely, the right, at his own risk, to cross the parcel hereby conveyed along the areas shown on said plan as rights of way for the purpose of constructing and maintaining the canal shown on said plan as Wamesit Canal. Kenneth M. Scagel may erect a fence, at his own cost and expense in the area marked as "5' wide access R.O.W." on said plan; The grantee, its successors and assigns, shall not obstruct said rights of way; all the water power, water rights and privileges of Kenneth M. Scagel in, on or to the Concord River and to the dam across the same and all the right of Kenneth M. Scagel to dam, hold back and use the water flowing therein and to conduct the same as now conducted and taken out or from said Concord River; also all right of Kenneth

M. Scagel to maintain the present dam across said river at its present height, together with the right of the grantor to use flashboards of the height and as now used thereon, also the right of Kenneth M. Scagel of flowage wherever situated and however obtained and also all the right of Kenneth M. Scagel to discharge water from Wamesit canal into River Meadow Brook and also all the other rights Kenneth M. Scagel has relating to said water power and the use and disposition of the same; the right of flowage with regard to the parcel hereby conveyed; the right to construct and maintain the Wamesit Canal together with such rights of entry upon, passage over, deposit of excavated earth, and storage of material and equipment as may be necessary or useful for the construction, maintenance, cleaning out and repair of such canal, provided, however, that Kenneth M. Scagel shall upon completion of such work restore all disturbed premises to as near their original condition as practicable.

Kenneth M. Scagel retains ownership of the canal wall and granite retaining wall shown on said plan.

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MEADOW BROOK CONDOMINIUM

EXHIBIT B

The buildings comprising the Condominium consist of three buildings numbered 802, 810 and 816 located on land off Lawrence Street in Lowell, Massachusetts belonging to Flaherty Homes, Inc. Buildings 802 and 810 contain 4 dwelling units each. Building 816 contains 11 dwelling units. The buildings have two floors above grade at the front entrance to the dwelling unit, with pitched roofs. The buildings have a full attic.

The buildings are constructed primarily of concrete footings, poured concrete foundation walls, concrete slab basement, and wood frame construction including exterior walls which are clapboard. Interior partitions are wood studs with drywall. The buildings have copper and plastic plumbing. The buildings have individual gas forced hot air, which may be adapted for air-conditioning. Windows are primed wood windows with insulating glass and insert screens. Roofs consist of asphalt shingles over 1/2" plywood sheathing on wood rafters.

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MEADOW BROOK CONDOMINIUM

EXHIBIT C

<u>Build- ing</u>	<u>Unit No.</u>	<u>No. of Rooms</u>	<u>Proportionate Interest (%)</u>	<u>Access</u>	<u>Approximate (Square Feet)</u>
802	A	5.1 1/2 Baths	5.28	Walkways	1100
802	B	"	5.21	"	"
802	C	"	5.21	"	"
802	D	"	5.36	"	"
810	A	"	5.21	"	"
810	B	"	5.14	"	"
810	C	"	5.14	"	"
810	D	"	5.21	"	"
816	A	"	5.36	"	"
816	B	"	5.28	"	"
816	C	"	5.28	"	"
816	D	"	5.28	"	"
816	E	"	5.28	"	"
816	F	"	5.28	"	"
816	G	"	5.28	"	"
816	H	"	5.28	"	"
816	I	"	5.28	"	"
816	J	"	5.28	"	"
816	K	"	5.36	"	"

Rec Nov 9 1984 4:30PM #36205