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
28343	MASTER DEED		04052/196	05/14/1987	

Property-Street Address and/or Description

NEWHALL ST LOT 1 PL BK 159 PLS 97 & 98 MASTER DEED

Grantors

CREST HAVEN DEVELOPMENT CORPORATION, NEW HALL CONDOMINIUM TRUST

Grantees

References-Book/Pg Description Recorded Year

05394/302 SUB 1990, 13330/47 DIS 2002, 21817/48 CERT 2007, 22579/116 CERT 2008, 23783/135 ELECT 2010, 23960/211 6D 2010, 24846/34 ELECT 2011, 26092/56 6D 2012, 27467/42 6D 2013, 27662/53 6D 2013, 28440/57 6D 2014, 14496/229 DEED 2003, 30457/89 6D 2016, 30858/55 6D 2017, 31206/38 6D 2017

Registered Land Certificate(s)-Cert# Book/Pg

28343

1987 MAY 14 AM 10: 54

See Re BK 159-95
See Re BK 159-95

MASTER DEED OF THE NEW HALL CONDOMINIUM

CREST HAVEN DEVELOPMENT CORPORATION, a Massachusetts corporation duly organized under law and with its principal place of business in Lowell, Middlesex County, Massachusetts (hereinafter referred to as "Declarant"), being the sole owner of certain property 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 as follows: NEW HALL CONDOMINIUM.

2. Description of Land.

The Premises which constitute the Condominium comprise the land situated at 34 Newhall Street, in Lowell, Middlesex County, Massachusetts, as shown on the plan recorded herewith and entitled "Master Deed Site Plan, New Hall Condominium, Lowell, Mass., May 1987, Leo White, R.L.S."

(hereinafter referred to as the "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, any easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

The meaning of the phrase "Registry of Deeds" as used in this Master Deed shall be limited to that Registry District in which the Land described in Exhibit A is located.

3. Description of the Building.

The Declarant has declared 51 Condominium Units in

MORTGAGE 28342

[redacted]

BK4052

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one brick frame building with a brick foundation and veneer. The location of said building is as shown on the Site Plan. The building has four floors, and there are 13 Units on each floor, except the fourth floor which contains 12 Units.

4. Designation of the Units and their Boundaries

(a) The Condominium Units and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications thereof are set forth in Exhibit B attached hereto, and are shown on the unit floor plans recorded herewith (hereinafter referred to as the "Plans").

(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 (all floors).

(ii) Ceiling: The plane of the lower surface of the ceiling joists.

(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 the 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 and/or screens shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned and maintained by the Unit Owner thereof.

(c) Each Unit excludes the foundation, structural columns, girders, beams, supporters, 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 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 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 exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Limited Common Areas and Facilities" in paragraph 6 hereof.

(g) 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 other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 6 hereof which are reserved for the exclusive use of the Unit to which such Limited Common Areas and Facilities appertain.

5. Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in paragraph 6 hereof, the entire premises, including without limitation the land and all parts of any buildings and all improvements thereon and thereto, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 6 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, 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 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, and concrete floor slabs.

(c) The function room, elevator, lawns, driveways, walkways, parking areas, fences, and the improvements thereon and thereto including, without limiting the foregoing, landscaping, lighting fixtures, and signs.

(d) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, 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.

6. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) Parking Space. Included with and appurtenant to each Unit will be one parking space as designated by the Board of Trustees which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto. All other parking spaces shall be for the unreserved use of all Unit owners.

(b) Common Hallways. Hallways (and stairways appurtenant thereto) in a building shall be for the shared exclusive use of the Units they serve.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraphs 9 and 10 hereof.

7. 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 Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

8. Purpose and Restriction of Use.

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

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(a) Each Unit shall be used only for residential dwelling purposes.

(b) The architectural integrity of buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building 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 or 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 use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas 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, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas.

(e) No Unit or any part of the Common Areas and Facilities or Limited Common Areas 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 "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

(f) The parking area is intended to be used solely for the parking of private passenger vehicles.

(g) Leasing Restriction: All leases or rental agreements for Units shall be in writing, and of a minimum duration of at least six months.

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.

9. Rights Reserved to the Declarant for Sales

(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 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; and

(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 any building or other structure 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 itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, 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, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium. 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.

10. 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, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas 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, ways, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

(c) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

11. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the NEW HALL 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 the Unit is entitled hereunder. As of the date hereof, the names and addresses of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Joseph Flaherty of Lowell, Massachusetts

David Goldberg of Lowell, Massachusetts

The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

12. 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 any 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 any 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 involved stands.

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

(a) All present and future 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, 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, 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 the Owner's Unit, which right shall be perpetual and appurtenant to Unit ownership.

14. Amendments.

Except as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least seventy-five per cent (75%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, and (b) duly recorded with the 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) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(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 develop the Condominium as set forth in Paragraph 9 or elsewhere in this Master Deed 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 Registry of Deeds.

(f) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(g) No instrument of amendment which purports to

amend or otherwise affect paragraphs (b) through (f) of this paragraph 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.

(h) The consent of the owners of Units holding at least seventy-five per cent (75%) of the voting power as defined in the Condominium Trust and the approval of eligible holders of mortgages (as the term "eligible mortgage holder" is defined and may be defined from time to time in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement) on Units which have at least fifty-one per cent (51%) of the voting power of the Units subject to eligible mortgages shall be required to add or amend any material provisions of the Condominium documents which establish any of the following:

(1) Voting;

(2) Assessments, assessment liens or subordination of such liens;

(3) Reserves for maintenance, repair and replacement of the common areas;

(4) Insurance or Fidelity Bonds;

(5) Rights to use of the Common Areas or Limited Common Areas;

(6) Responsibility for maintenance and repair of the several portions of the Condominium;

(7) Boundaries of any Unit;

(8) The interests in the General or Limited Common Areas;

(9) Convertibility of Units into Common Areas or of Common Areas into Units;

(10) Leasing of Units;

(11) A decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder;

(12) 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;

(13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

(i) Where required under the provisions of paragraph 16 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time, and from time to time, which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

15. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to CREST HAVEN DEVELOPMENT CORPORATION 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. Provisions for the Protection of Mortgagees.

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 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) Foreclose 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) amd (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) 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 assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation 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.

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek or 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 or 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 Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of 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 Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first

mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will 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 which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days 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 such meetings;

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 16 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 instrument is duly recorded with the appropriate District Registry of Deeds in accordance with the requirements of paragraph 14 hereof.

17. Severability.

In the event that any provisions 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 provisions 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 provision had never been included herein.

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.

*****WITNESS the execution and the corporate seal of said corporation this 13th day of MAY 1987.

Signed and sealed in presence of

CREST HAVEN DEVELOPMENT CORPORATION

By _____
President

By _____
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS MAY 13, 1987

Then personally appeared the above-named Joseph Flaherty, President, and David Goldberg, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of CREST HAVEN DEVELOPMENT CORPORATION, before me,

_____
Paul L. Levine
NOTARY PUBLIC

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My commission expires: 3/20/1992

EXHIBIT A
to Master Deed
NEW HALL CONDOMINIUM

The land with the buildings thereon situated on the Southeasterly side of Newhall Street, Lowell, Middlesex County, Massachusetts, and being shown as Lot 1 on a Plan of Land entitled "Master Deed Site Plan, New Hall Condominium, Lowell, Mass., May, 1987, Leo White. R. L. S.", recorded herewith, and to which plan reference may be made for a more particular description.

Containing 69,192 square feet of land, more or less, according to said plan.

Subject to easements and restrictions of record.

EXHIBIT B
to Master Deed
UNIT DESIGNATIONS
NEW HALL CONDOMINIUM

UNIT NO.	FLOOR LOC.	NUMBER OF ROOMS	APPROX. SQ.FT. AREA	PROPORTIONATE INTEREST (percentage)
101	1	4	913	1.96%
102	1	4	890	1.96%
103	1	4	892	1.96%
104	1	4	887	1.96%
105	1	4	897	1.96%
106	1	4	914	1.96%
107	1	4	994	1.96%
108	1	4	897	1.96%
109	1	4	892	1.96%
110	1	4	890	1.96%
111	1	4	893	1.96%
112	1	4	896	1.96%
113	1	4	796	1.96%
201	2	4	916	1.96%
202	2	4	894	1.96%
203	2	4	894	1.96%
204	2	4	893	1.96%
205	2	4	888	1.96%
206	2	4	920	1.96%
207	2	4	1011	1.96%
208	2	4	902	1.96%
209	2	4	898	1.96%
210	2	4	906	1.96%
211	2	4	901	1.96%
212	2	4	900	1.96%
213	2	4	812	1.96%
301	3	4	909	1.96%
302	3	4	892	1.96%
303	3	4	898	1.96%
304	3	4	896	1.96%
305	3	4	901	1.96%
306	3	4	906	1.96%
307	3	4	1005	1.96%
308	3	4	900	1.96%
309	3	4	897	1.96%
310	3	4	901	1.96%
311	3	4	898	1.96%
312	3	4	901	1.96%
313	3	4	817	1.96%
401	4	4	926	1.96%

402	4	4	897	1.96%
403	4	4	901	1.96%
404	4	4	901	1.96%
405	4	4	895	1.96%
406	4	4	910	1.96%
407	4	4	945	1.96%
408	4	4	902	1.96%
409	4	4	958	1.96%
410	4	4	906	1.96%
411	4	4	898	1.96%
412	4	4	954	1.96%

The immediate common area to which each unit has access is a common hallway on each floor.