

# 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
41693	MASTER DEED		02923/287	12/27/1984	
<b>Property-Street Address and/or Description</b>					
LOTS 133-135 SEE PL BK 146 PLS 73 & 74 MASTER DEED, LOTS 133-135 PL BK 146 PLS 73 & 74 MASTER DEED					
<b>Grantors</b>					
BEVIS BERNADETTE C TRS, BEVIS GARY A TRS, ROSEMONT TERRACE CONDOMINIUM, SPINDLE CITY REALTY TRUST TRS					
<b>Grantees</b>					
<b>References-Book/Pg Description Recorded Year</b>					
02923/312 NONE 1984, 02923/311 CERT 1984, 02932/141 CERT 1985, 02932/142 NONE 1985, 02943/1 CERT 1985, 02943/2 NONE 1985, 03088/304 CERT 1985, 03088/305 NONE 1985, 02923/319 CERT 1984, 02923/320 NONE 1984, 22393/150 CERT 2008					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					

MASTER DEED  
ROSEMONT TERRACE CONDOMINIUMS

Bernadette C. Bevis and Gary A. Bevis, as Trustees of Spindle City Realty Trust, under a Declaration of Trust dated December 1, 1981, and recorded at Middlesex North District Registry of Deeds, Book 2513, Page 549, of Lowell, Middlesex County, Commonwealth of Massachusetts (herein sometimes referred to as "Declarant"), being the owners of certain premises in Lowell, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and recording this Master Deed, do hereby submit the said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, and propose to create and do hereby create a condominium ("the Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end hereby declare and prove as follows:

See Pl. BK 146-73  
146-77

1. The name of the Condominium shall be "Rosemont Terrace Condominiums."

2. The premises which constitute the Condominium comprise: The land with the buildings and improvements thereon, situated in Lowell, Middlesex County, Massachusetts, and being shown as lots 133-135 on a plan entitled, "Site Plan of Lots 133-135, Martin St., Lowell, Mass., Scale 1" = 20', December 1984, Richard J. Ludwig, Chelmsford, Mass., Prepared for Rosemont Terrace Condo.", containing 14,000 square feet, which plan is to be recorded herewith. Subject to access easement for purposes of ingress and egress.

3. Description of Buildings. The Condominium consists of six (6) units in one building shown on the Condominium Site Plan, containing the number of stories, the number of units and principal materials of which they are constructed, as specified in the description of the Units as set forth and described in Exhibit B attached hereto and made a part hereof. The location of said building is as shown on the Site Plan. Said building and the units are generally described as one two and one-half story building, with all units having a garage under, consisting of wood frame construction, separated by wood frame partitions and set on a poured concrete foundation.

4. The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. The common facilities of the Condominium comprise and will consist of:

5.1. The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C.

5.2. The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;

5.3. The yards, lawns, access ways, walkways, sidewalks, driveways, outdoor parking areas, and the improvements thereof and thereon, including, without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures, and plants;

See B 3088 P 305

See B 2932 P 141  
See B 2932 P 142  
See B 2943 P 1  
See B 2943 P 2

See B2923 P312  
See Cert. B2923 P319  
See B2923 P320  
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5.4. All areas of the building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

5.4.1. The foundations, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between common areas and the Units;

5.4.2. The building entrances, entrance halls, stair halls, stairways and all improvements thereto, equipment and fixtures therein, and other features and facilities thereof.

5.5. All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in the portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;

5.6. Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit.

6. The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation in which the fair-market value of each Unit on the date of this Master Deed bears to the aggregate fair-market value of all the Units on that date.

6.1. The common areas and facilities shall be subject to the provisions of the By-Laws of Rosemont Terrace Condominium Trust, recorded herewith (the "Condominium Trust") and to any rules and regulations from time to time in effect pursuant thereto.

6.2. The owner(s) of each Unit shall be entitled to park one car per unit in the parking spaces in the common area, such spaces to be designated by the Declarant, its successors and assigns, as hereinafter provided. The Declarant, its successors and assigns, shall have the right to grant to the owner(s) of each Unit the exclusive right and easement to use, for the purpose of parking cars, the outdoor parking spaces located on the premises described in Exhibit A attached hereto and shown on the Site Plan recorded herewith. The exclusive right and easement to use a parking space shall be appurtenant to the Unit with which it is conveyed, shall run with the land and shall be conveyed by the Unit Owner only together with the Unit to which it appertains, unless it is conveyed to the Condominium Trust or unless the Condominium Trust otherwise consents in writing thereto.

6.3. The Trustees of the Condominium Trust shall have the right to grant leases or exclusive rights and easements to use the parking spaces to Unit Owners or third parties with respect to any parking spaces conveyed to it.

7. The verified floor plans of the building showing the layout, location, unit numbers and dimensions of the Units and such other matters as are required by law are attached hereto, to be recorded herewith.

8. The purposes for which the building and Units are intended to be used

are as follows:

8.1. The building and each of the Units are intended to be used solely for residential dwelling purposes;

8.2. Notwithstanding the provisions of Sections 8.1 and 9 of this Master Deed, the Declarant hereof may, until all of the Units have been sold by the Declarant, let or lease Units which have not been sold by the Declarant and use any Unit owned by the Declarant as models for display for the purpose of selling or leasing the Units, or other lawful purposes; and

8.3. Each of the parking spaces is intended to be used for the parking of private passenger vehicles.

9. The restrictions of the use of the Units are as follows:

9.1. No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the other Units, the provisions of the Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

9.2. The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, hereinafter referred, which approval shall not be unreasonably withheld or delayed;

9.3. In order to preserve the architectural integrity of the building and the Units without modification and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made, and no painting, attaching of decals or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; and

9.4. The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions may be extended by said Trustee at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

10. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) percent or more of the undivided interests in the common areas and facilities; and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust. An amendment shall become effective when duly recorded with Middlesex North District Registry of Deeds, provided, however, that:

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10.1. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

10.2. 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 holder;

10.3. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled as set forth in Exhibit C shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed;

10.4. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

11. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Rosemont Terrace Condominium Trust under Declaration of Trust dated the same date as this Master Deed and filed and recorded herewith. The original and present Trustees thereof are Kevin B. Bevis of Lowell, Middlesex County, Massachusetts, and Bernadette C. Bevis of Lowell, Middlesex County, Massachusetts (hereinafter sometimes referred to as "Trustees"). The Trustees have enacted by-laws which are set forth in said Declaration of Trust pursuant to the provisions of Chapter 183A, as amended of the General Laws of the Commonwealth of Massachusetts.

12. If any portion of the common areas and facilities 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 the settling or shifting of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of repair or restoration of the building or of a Unit after damage by fire or other casualty, or 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 shall stand.

13. 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/or the Common Area and Facilities. 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 persons or property caused by any of his lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person, and (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 such other occupants to enforce the provisions of this

Paragraph; provided, however, that the restrictions of this Paragraph 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. The Condominium Trustees shall use their best efforts to maintain a ratio of eighty percent (80%) owner occupation in the condominium.

14. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, conduits, public utility lines and other common areas located in any of the other Units and serving his Unit.

Each Unit shall be subject to an easement in favor of the owners of all other Units to use pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas serving such other Units and located in such Unit. The Trustees shall have and are hereby granted a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common areas contained therein or elsewhere in the building.

15. Reservation of Easement to Facilitate Creation of Improvements on Land Within Project and on Convertible Land. Declarant, and persons it may select, shall have the right of ingress and egress over, upon and across the general and limited common areas and facilities, or any land which may hereafter be added to the project, and the right to store materials thereon and make such other use thereof as may be a reasonably necessary incident to construction, development and sales of the condominiums and operation of the Units and common areas and facilities in connection with the Rosemont Terrace Condominiums and the overall development of which the property is a part. Declarant and its agents shall retain general and limited common areas and facilities in connection therewith during the period of development and sale of Rosemont Terrace Condominiums.

16. If any provisions of this Master Deed shall be invalid or shall conflict with said Chapter 183A, as amended, then:

16.1. Such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Master Deed; and

16.2. Such conflict shall be controlled by the provisions of said Chapter 183A, as amended, applicable thereto.

Executed as a sealed instrument this 5<sup>th</sup> day of December, 1984.

SPINDLE CITY REALTY TRUST

By: Bernadette C. Bevis  
Bernadette C. Bevis, Trustee  
(and not individually)

By: Gary A. Bevis  
Gary A. Bevis, Trustee  
(and not individually)

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 5, 1984

Then personally appeared the above-named, Bernadette C. Bevis, Trustee and

Gary A. Bevis, Trustee, and acknowledged the foregoing instrument to be the free act and deed of said Trustees, before me,

Edward J. [Signature]  
Notary Public

My Commission Expires: 10/10/86

BK2923

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SCHEDULE A

A certain parcel of land situated in Lowell, Middlesex County, Commonwealth of Massachusetts, shown as Lots #133-135 on a plan entitled "Site Plan of Lots 133-135, Martin St., Lowell, Mass., Scale 1" = 20' December 1984, Richard J. Ludwig, Chelmsford, Mass., Prepared for Rosemont Terrace Condo.," containing 14,000 square feet, which plan is to be recorded herewith.

Subject to access easement for purposes of ingress and egress (to be recorded with this Master Deed)

EXHIBIT B

The Condominium consists of six (6) townhouse condominium units in one building. Said building and the units are two and one-half stories, all units having a one-car garage under and are of wood-frame construction separated by wood-frame partitions and set on a poured concrete foundation. Exterior walls are wood frame with cedar siding. Each unit has a wooden deck. The building has copper and plastic vinyl plumbing and asphalt roofing. Each Unit has forced hot water heating by gas and individual gas hot water heaters.

EXHIBIT C

ROSEMONT TERRACE CONDOMINIUMS

<u>UNIT NO:</u>	<u>NUMBER OF ROOMS:</u>	<u>COMMON AREA FOR ACCESS:</u>	<u>SQ. FT.</u>	<u>COMMON PERCENTAGE INTEREST:</u>
1	Basement area; 1st fl: kitchen, living room; 2nd fl: 2 bedrooms, bath; also: deck, garage	Front and rear doors	1236	16.43%
2	Basement area 1st fl: kitchen, living room, 1/2 bath; 2nd fl: 2 bedrooms, bath; also: deck, garage	"	1259	16.73%
3	Basement area; 1st fl: kitchen, living room; 2nd fl: 2 bedrooms, bath; also: deck, garage	"	1258	16.72%
4	"	"	1268	16.85%
5	"	"	1247	16.58%
6	"	"	1256	16.69%

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