

125

**MASTER DEED OF  
FORTY SIX ASHFORD CONDOMINIUM  
(A 55 and Older Planned Residential Community)**

MASSACHUSETTS HOUSING OPPORTUNITIES CORPORATION, a Massachusetts not for profit corporation, with a principal business address of at P.O. Box 248, North Andover, MA 01845 (hereinafter referred to as "Declarant") being the sole owner of certain property situated at 46 Ashford Street in Methuen, Essex 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, Declarant does hereby declare and provide as follows:

ESSEX  
NORTH DISTRICT  
REGISTRY OF DEEDS

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**1. Name.**

The name of the Condominium shall be as follows: FORTY SIX ASHFORD CONDOMINIUM.

**2. Description of Land.**

The Premises which constitute the Condominium are comprised of the land with the building thereon situated at and commonly known as 46 Ashford Street in the City of Methuen, Essex County, Massachusetts, consisting of approximately 45,200 square feet of land as shown on the "Site Plan". entitled "Condominium Site Plan, Forty Six Ashford Condominium, Methuen, Mass.", Scale: 1"=20', Date: February 14, 2005, Prepared for: Massachusetts Housing Opportunities Corporation, Prepared by: Andover Consultants, Inc., and the floor plan entitled "Condominium Floor Plan, Forty Six Ashford Condominium, Methuen, Massachusetts", Scale: 1"=6', Date: February 14, 2005, Prepared for Massachusetts Housing Opportunities Corporation, Prepared by: Andover Consultants, Inc., 1 East River Place, Methuen, MA 01844, said Plans being the "Condominium Plans" or the "Plan" or "Plans" hereinafter referred to, all of which are recorded herewith.

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A description of the land on which the Condominium Units 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 easements, restrictions and appurtenant rights of record.

"Registry of Deeds" as used in this Master Deed shall mean Essex North District Registry of Deeds.

### **3. Description of the Building.**

The Condominium consists of 20 units in one building. The building is vinyl and brick sided, has a poured concrete foundation, and is a two-story building with a basement/lower floor. The location of said building is as shown on the Site Plan.

### **4. Designation of the Units and their Boundaries.**

The Condominium consists of 20 units in one building all as shown on the Site Plan and the Building Plans ( hereinafter, the "Plans") recorded herewith. The designations, locations, approximate areas, rooms, immediately accessible Common Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the building floor plans recorded herewith.

The Plans show the layout, locations, unit numbers and dimensions of said Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(a) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof shall be measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the upper surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Doors, window sills and frames, and interior walls which abut a Unit are part of the Unit.

(b) All doors shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that Unit owners must obtain prior written approval for all maintenance and repair work relative to exterior doors (ie, doors leading from units to common areas).

(c) All windows in units shall be maintained by the association, provided, however, that each unit owner shall be responsible for the cost of repair and/or replacement of any such window(s) which are necessitated by the direct action or inaction of said unit owner, his quests, agents, and/or invitees. Window frames and sills shall be the property of the Owner of the Unit in which they are located and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner.

(d) Each Unit excludes the fire wall/partywall between units, roofs, 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.

(e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air

conditioning, water heater, electrical service panel, dryer vents and all other utilities or fixtures exclusively servicing that unit.

(f) 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.

(g) Each Unit shall have as appurtenant thereto the right for residents of the unit and their guests 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 as exclusive easements for the 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 all buildings and all improvements thereon, 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 on which the Building is erected and all other land and improvements therein within the boundaries of the Property;
- (b) All foundations, columns, girders, beams and supports;
- (c) All exterior walls of the Building;
- (d) Roofs, halls, corridors, stairs, stairways and entrances to and exits from the Building;
- (e) All utility or other pipes, ducts, wires, chutes, cables, conduits and materials located outside of the Units and all other mechanical equipment spaces;
- (f) All tanks, pumps, motors, fans, compressors and control equipment;
- (g) All other parts of the Condominium and all apparatus and installations existing in the Building or on the Condominium for common use or necessary or convenient to the existence, maintenance or safety of the Condominium;
- (h) In general, any and all apparatus, equipment and installations existing for common use;
- (i) Lobby Areas, Elevator, Hallways, Corridors, Vestibules, Covered Porch, Lounge, and Recreation Room; and
- (j) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

Subject to the exclusive use provisions of paragraph 6 hereof, the restrictions set forth in paragraph 8 hereof and the reserved rights and easements set forth in paragraphs 9 and 10 hereof, 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.

#### **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:

The following are detailed descriptions of the Limited Common Elements:

- (a) Common area in the basement level assigned to a Unit Owner and commonly used for and/or referred to as a storage room or storage area.
- (b) The outside Parking Space assigned to each unit as identified on the Site Plan and in each Unit Deed.
- (c) Any heating and/or cooling unit, if located in the Common Elements adjacent to each Unit and serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained and repaired by such Unit Owner at their sole cost and expense.

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:

- (a) The Condominium and each unit in the condominium is subject to the re-use restrictions, easements and conditions contained in the deed from the City of Methuen to Declarant recorded with the Essex North District Registry of Deeds at Book 8719, Page 129 as affected by Confirmatory Deed recorded at Book 9115, Page 215.

(b) Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying owner/occupant"). Housing shall be restricted to 55 plus residential use – defined as either spouse being 55 years of age or older and allowing the inclusion in their residence a natural or adopted child or a child under their legal guardianship if living with them. None of the units shall be used or occupied by anyone other than the above individuals. Further none of the units shall be owned by anyone who is not 55 years of age or older or whose spouse is not 55 years of age or older.

In the instance where an individual who is not 55 plus years of age or whose spouse is not 55 plus years of age acquires the property by will, estate or other method, such person shall sell or transfer the unit by deed within six months of acquiring such ownership to age eligible individual(s).

The Declarant intends that the Condominium be occupied by persons 55 years of age or older, and to that end

- (i) notwithstanding the provisions in paragraph (b) above allowing a six-month exemption in certain circumstances, in no event shall less than 80% of the occupied units be occupied by at least one person who is 55 years of age or older;
- (ii) the Condominium Trust shall publish and adhere to policies and procedures that demonstrate the intent and adhere to the provisions set out in 42 USCS, Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD.

(c) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance and shall be used only for residential dwelling purposes.

(d) No alteration, addition or change to any part of the Common Elements may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Elements or Limited Common Elements without the written consent of the Board. The provisions of this paragraph shall not apply to Declarant.

(e) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Limited Common Element, without the prior written approval of the Board. The Board of Trustees of the Association shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within sixty (60) days after such request is received, and failure to do so within the stipulated time shall constitute an approval by the Board of the proposed addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or any Limited Common Element without first (1) obtaining and maintaining during the course of such work such

insurance as the Board may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. In the event the Board chooses to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the alterations, additions or improvements.

Any application to any department of the City of Methuen or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be completed by the Unit Owner and executed by the Board only, without however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Units owned by the Declarant or its designee until such Units shall have been initially conveyed by the Declarant or such designee.

Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

- (a) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Units or color of the Units or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Unit Owner complies with requirements of the Architectural Control provisions contained in the By-Laws. This provision shall not apply to any of the foregoing that were installed or constructed by Declarant except for subsequent changes, alterations or additions contemplated by the Unit Owner.
- (b) Any Unit Owner who mortgages their Unit shall notify the Board providing the name and address of the mortgagee.
- (c) The Board shall, at the request of the mortgagee of the Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

- (d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- (e) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (f) Regulations promulgated by the Board concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.
- (g) The Common Charges shall be paid when due.
- (h) Occupancy of the Units shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the City of Methuen and the restrictions on occupancy and use outlined herein.
- (i) No Unit Owner may alter the landscaping located on the Common Elements.
- (j) No enclosure, awning, screen, screen door, 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 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 without the approval of the Board.
- (k) 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.
- (l) 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.

- (m) **Leasing Restrictions:** All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the Association with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for units within the condominium shall include the following language:

*This lease is made in all respects subject to the Lessor's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying owner/occupant"). Housing shall be restricted to 55 plus residential use – defined as either spouse being 55 years of age or older and allowing the inclusion in their residence a natural or adopted child or a child under their legal guardianship if living with them. None of the units shall be used or occupied by anyone other than the above individuals. Further none of the units shall be owned by anyone who is not 55 years of age or older or whose spouse is not 55 years of age or older.*

*In the instance where an individual who is not 55 plus years of age or whose spouse is not 55 plus years of age acquires the property by will, estate or other method, such person shall sell or transfer the unit by deed within six months of acquiring such ownership to age eligible individual(s).*

*The Declarant intends that the Condominium be occupied by persons 55 years of age or older, and to that end*

*(iii) notwithstanding the provisions in paragraph (b) above allowing a six-month exemption in certain circumstances, in no event shall less than 80% of the occupied units be occupied by at least one person who is 55 years of age or older;*

*(iv) the Condominium Trust shall publish and adhere to policies and procedures that demonstrate the intent and*



*adhere to the provisions set out in 42 USCS, Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD.*

*Failure to comply with these provisions shall be deemed a material breach of this lease agreement. Violation-by-Tenants: Unit owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules. and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board may give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the Board may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.*

*The tenant acknowledges his obligations and agrees to abide by the Master Deed, Declaration, Bylaws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Lessee in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the unit owner with the Board of Trustees of Condominium at the following address:*

**FORTY SIX ASHFORD CONDOMINIUM c/o  
MASSACHUSETTS HOUSING OPPORTUNITIES  
CORPORATION, P.O. Box 248, North Andover, MA 01845  
or at such other address as directed by the Association.**

Each lease must contain the following information: the names of all persons that will reside in the unit who is 55 years of age or older, make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

- (n) Any Unit Owner failing to file said lease at the above address prior to occupancy of his unit by tenant shall be assessed a penalty set by the Trustees of the Forty Six Ashford Condominium for each violation, and

shall be responsible for all court and legal costs involved in the collection of the above matter.

- (o) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.
- (p) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any unit.
- (q) Pets in Forty Six Ashford Condominium are limited to cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged), and other common domestic pets. Dogs up to 30 pounds are allowed. No more than two (2) dogs and/or cats shall be kept in any unit. Under no circumstances are reptiles or "exotic" animals to be kept in any unit. Upon petition by any unit owner, the Board shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only unit owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any unit. Provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board. No pets shall be permitted to run loose. Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.
- (r) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said unit which could structurally change any building, without the prior written permission on each occasion by the Board.

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 maybe 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;
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and
- (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, its successors and assigns, and their 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, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignias they shall deem necessary or desirable.

#### **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, including, without limitation the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

### **11. The Unit Owners' organization.**

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the FORTY SIX ASHFORD 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 their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") is as follows:

Massachusetts Housing Opportunities Corporation

The mailing address of the Trust is P.O. Box 248, North Andover, MA 01845.

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

The ANNUAL MEETING of the Trust shall be on the second Tuesday in October of each year (Trust 5.14.2), or within sixty days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date

The FISCAL YEAR of the Trust shall begin on January 1 of each year (Trust 5.23).

### **12. Easements**

The Board shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense. The Board shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Elements of the Condominium shall be the

responsibility of the Board as more fully described in the Declaration of Trust and By-Laws.

As a result of the above obligations and responsibilities, the Board or any of its agents, employees or contractors shall have a right of access through, under, over and across the Common Elements and the Units for the purpose of performing any of its obligations as provided for in a certain Declaration of Trust and By-Laws of the Association.

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 Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Board, 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 stands.

### **13. Units Owner's Rights and Obligations.**

(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) Each Unit Owner, by the acceptance of the deed to his or her Unit, shall thereby irrevocably appoint the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop any additional phase(s) of the Condominium and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Schedule B attached hereto.

(e) 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 based upon the fair market value of each unit, taking into account restrictions of record, if any. Commencing with the transfer of the first unit, the Declarant shall be liable for the full fees for the remaining units until the time of their transfer.

#### **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 more than fifty per cent (50%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, 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 at the time holding more than fifty per cent (50%) of said total voting power of the Unit Owners, or, in either event, such higher percentage as required by the Condominium Act 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 would adversely affect the Declarant's right and ability to 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 Registry of Deeds. The requirement for the Declarant's assent contained in this subparagraph shall terminate upon the completion of sales by the Declarant to third party purchasers of all of the Units of the Condominium or the

expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(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 would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Unit 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.

(h) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (h) of this paragraph 14 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.

(i) Where required under the Master Deed and/or the Condominium Act the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of 60 days written notice sent to said Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via Certified Mail/Return Receipt Requested and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

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.

#### **15. Provisions for the Protection of Mortgagees.**

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of 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) and (ii) above,

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A., as it may be amended from time to time.

(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 except as otherwise provided by the provisions of Chapter 183A. 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 of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; 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 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; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on 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:

(ii) 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;

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

(iv) receive an reviewed or audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(v) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(vi) 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;

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

(viii) 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 Unit 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 15 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 District Registry of Deeds in accordance with the requirements of paragraph 14 hereof.

#### **16. Special Amendment.**

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment (Special Amendment) to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust:

- a. To comply with requirements of the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;
- b. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A; or
- d. To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, 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 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 consent to the reservation of the power to the Declarant to

vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event.

**17. Severability.**

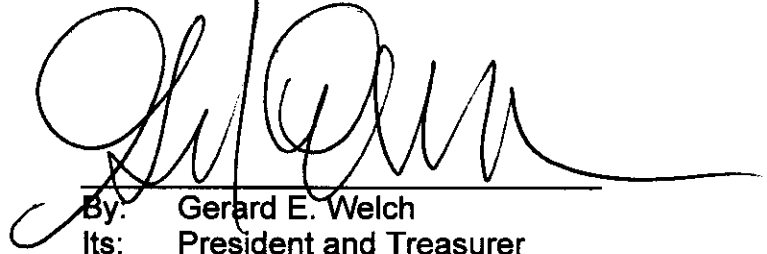
In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability 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 that may occur.

Executed as a Sealed Instrument on this day, February 4th 2005.

MASSACHUSETTS HOUSING  
OPPORTUNITIES CORPORATION



By: Gerard E. Welch  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 4 day of February, 2005, before me, the undersigned notary public, personally appeared Gerard E. Welch, President and Treasurer of Massachusetts Housing Opportunities Corporation, proved to me through satisfactory evidence of identification, which was that he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purposes in his capacity as President and Treasurer of Massachusetts Housing Opportunities Corporation, and that he had the authority to sign in such capacity,

*Jennifer Ivas*

Notary Public  
My Commission Expires: 7/23/10



## Exhibit A

## Legal Description

The land and the building situated thereon at 46 Ashford Street in said Methuen, and being identified as "Lot A" on a Plan of land in Methuen, Massachusetts prepared for City of Methuen" by Stowers Associates, Inc. registered land surveyors dated June 2003 and recorded with the Essex North District Registry of Deeds, as plan number 14736.

Said lot is described as follows:

- Beginning at the Southeasterly corner of said lot on the westerly side of Ashford street as it abuts property now or formerly of McMenamon as shown on the plan,
- Thence traveling North 78 degrees 46 minutes and 30 seconds West 100.0 feet to a point,
- Thence turning and running South 11 degrees 13 minutes and 30 seconds West 56.25 feet to a point,
- Thence turning and running North 81 degrees 05 minutes and 30 seconds West for a distance of 130.64 feet to an iron pin and that portion of the property to remain in the ownership of the City of Methuen entitled on the plan "remaining land",
- Thence turning and running North 09 degrees 43 minutes and 00 seconds East along said remaining land for a distance of 160.0 feet to an iron pin,
- Thence turning and running South 89 degrees 42 minutes 30 seconds east 69.33 feet to a point,
- Thence turning and running North 59 degrees 21 minutes and 30 seconds East 112.0 feet to a point,
- Thence turning and running North 09 degrees 59 minutes and 30 seconds West a distance of 16.0 feet to an iron pin,
- Thence turning and running North 82 degrees 47 minutes 30 seconds East 88.72 feet to Ashford Street,
- Thence turning and running along Ashford Street in a southwesterly direction 229.9 feet to the point of beginning.

Lot A as shown on said plan contains 45,200 square feet more or less.

Being the same premises conveyed to Declarant by deed recorded at Book 8719, Page 129 as affected by Confirmatory Deed recorded at Book 9115, Page 215.

Said Property is subject to the following matters:

1. Easements, conditions and re-use restrictions contained in deed to the Declarant recorded at Book 8719, Page 129 as affected by Confirmatory Deed at Book 9115, Page 215.
2. 20' wide access easement as shown on the plan above-referenced.

3. Sewer Construction Notice by the City of Methuen recorded at Book 589, Page 62.
4. Mortgage to Butler Bank, a Cooperative Bank recorded at Book 8719, Page 137.
5. Assignment to Butler Bank, a Cooperative Bank recorded at Book 8719, Page 151.
6. Conditional Assignment of Leases and Rents to Butler Bank, a Cooperative Bank recorded at Book 8719, Page 154.
7. UCC Financing Statement to Butler Bank, a Cooperative Bank recorded at Book 8719, Page 158.
8. Mortgage to Butler Bank, a Cooperative Bank recorded at Book 9221, Page 222.
9. UCC Financing Statement to Butler Bank, a Cooperative Bank recorded at Book 9221, Page 222.
10. Assignment to Butler Bank, a Cooperative Bank recorded at Book 9221, Page 237.
11. Conditional Assignment of Leases and Rents to Butler Bank, a Cooperative Bank recorded at Book 9221, Page 240.
12. Mortgage to E-C Realty, LLC recorded at Book 8719, Page 160, as affected by Subordination Agreement recorded at Book 9069, Page 269, and as affected by Subordination Agreement recorded at Book 9221, Page 247.
13. Title to and rights of others in and to so much of the premises as is deemed to lie within the bounds of Ashford Street.
14. Easement to Massachusetts Electric Company recorded at Book 9069, Page 264.

## To Master Deed

## FORTY SIX ASHFORD CONDOMINIUM

## Unit Designations and Proportionate Interests

Unit	Location	Sq. Footage	Rooms	Prop. Interest
1	Lower Floor	637	LR, K, D,2BR, B	5.00%
2	Lower Floor	637	LR, K, D,2BR, B	5.00%
3	First Floor	639	LR, K, D,2BR, B	5.00%
4	First Floor	639	LR, K, D,2BR, B	5.00%
5	First Floor	682	LR, K, D,2BR, B	5.00%
6	First Floor	724	LR, K, D,2BR, B	5.00%
7	First Floor	724	LR, K, D,2BR, B	5.00%
8	First Floor	694	LR, K, D,2BR, B	5.00%
9	First Floor	787	LR, K, D,2BR, B	5.00%
10	First Floor	777	LR, K, D,2BR, B	5.00%
11	First Floor	799	LR, K, D,2BR, B	5.00%
12	Second Floor	638	LR, K, D,2BR, B	5.00%
13	Second Floor	638	LR, K, D,2BR, B	5.00%
14	Second Floor	684	LR, K, D,2BR, B	5.00%
15	Second Floor	717	LR, K, D,2BR, B	5.00%
16	Second Floor	717	LR, K, D,2BR, B	5.00%
17	Second Floor	697	LR, K, D,2BR, B	5.00%
18	Second Floor	750	LR, K, D,2BR, B	5.00%
19	Second Floor	757	LR, K, D,2BR, B	5.00%
20	Second Floor	726	LR, K, D,BR, B	5.00%
				100.00%

Room designation codes: LR=Living Room; K=Kitchen; D=Dining Area;  
BR=Bedroom; B=Bathroom