

Amendment

B. 6474

& 3 PLANS
SEE PL. B. 148
PL. 34

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P. 389

Amendment

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FARRWOOD GREEN CONDOMINIUM II

Amendment

B. 6580

P. 482

APPENDIX A

MASTER DEED

Amendment

B. 6626

P. 347

ROY R. FARR, Trustee of Farrwood Realty Trust u/d/t dated April 28, 1978, recorded with Essex South District Registry of Deeds in Book 6466 Page 782, (the "Sponsor") being the sole owner of the land in Haverhill, Essex County, Massachusetts, described in Schedule A (attached and a part hereof), does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that he proposes to create, and does hereby create, with respect to the Property a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Name.

The name of the condominium shall be the Farrwood Green Condominium II (the "Condominium").

2. Description of Buildings.

Each of the eight buildings constructed by the Sponsor on the land is a two story structure with full basement and attic containing 16 units and is constructed primarily of concrete, masonry and wood materials. Such buildings are located as shown on the Plans described in Section 5.

3. Description of Units.

The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth on Schedule B attached hereto and made a part hereof. The Units are further located and described on the plans. Subject always to the provisions of Section 6 of this Master Deed, the By-Laws, and applicable zoning laws, the owners of any Unit may at any time and from time to time change the use designated for any room or space within such Unit.

The boundaries of the Units are as follows: vertically, from the upper surface of the concrete floor slab to the plane of the lower surface of the roof

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P. 787

Amend.

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Amend.

B. 6970

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Election

B. 6970

P. 782

See

B. 8482

P. 450

See

B. 9971

P. 242*

See

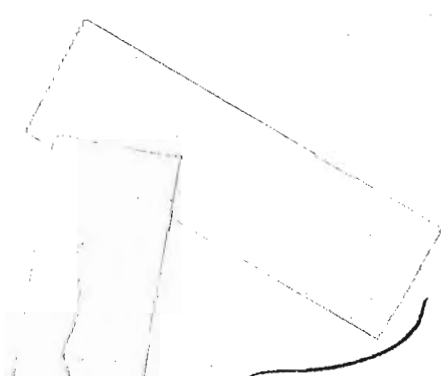
B. 10230

P. 205

See

B. 11012

P. 414



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See
B.11156 P5
see
B.13103
P5
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B.13778
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rafters; and horizontally, all space within the exterior or common walls from the interior plane of the wall studs or, as the case may be, the interior surface of concrete or block walls, except in the case of doors and windows, in which case such doors and windows shall be included within the Unit.

4. Description of the Common Areas and Facilities.

The common areas and facilities of the Condominium (hereinafter the "Common Elements") consist of the entire Property, including all parts of the building and improvements thereon other than the Units and include, without limitation, the following:

- (a) The land on which the buildings are erected;
- (b) All foundations, columns, girders, beams, supports, exterior walls, common walls, roofs, front stairs and the concrete basement floors;
- (c) All land, lawns, gardens, woodlands, walkways, roads, parking and other improved or unimproved areas not within the Units;
- (d) All installations outside the Units for services such as power, light, telephone and water;
- (e) All sewer and drainage pipes, and all conduits, wires, ducts, flues, plumbing, cables, conduits, public utility lines or other facilities located outside of any Unit or within any Unit if such facilities serve other parts of the Condominium other than such Unit;
- (f) All terraces and balconies provided, however, that each Unit Owner whose Unit has access to a terrace or balcony directly from the interior of such Unit shall have an easement for the exclusive use of such terrace or balcony;
- (g) All other apparatus and installations existing in any building for common use or necessary or convenient to the existence, maintenance or safety of the building;
- (h) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the Property.

5. Floor Plans.

Simultaneously with the recording hereof there has been recorded a set of the floor plans (the "Plans") of the building, showing the layout, location, unit numbers and dimensions of the Units, stating that the building has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the units as built.

6. Use of the Units.

The building and each of the units are intended only for residential purposes, except that the Sponsor shall be permitted to use and occupy any of said units for the purpose of maintaining, leasing or selling of same.

7. Amendment of Master Deed.

This deed may be amended by the vote of at least 66 2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66 2/3% in number and in common interest of all Unit Owners: PROVIDED, however, that without the consent of any Unit Owner, the Sponsor, or its successor in title to all or any portion of the Farrwood Green Condominium II shown on the plan referred to in "Schedule A" (attached and made a part hereof) may at any time prior to June 1, 1981, amend this deed so as to subject to the provisions of Massachusetts General Laws Chapter 183A (i) all of the floor plans for future buildings numbered 1A, 1C, 1D, 1E, 1F, 1G, 1H, and so much of the land as is required by zoning and subdivision control laws in effect, and any such amendment shall contain therein all of the particulars required by said Chapter 183A and from and after the recording of such amendment or amendments the plans of each respective building shall contain all of the particulars required by said Chapter 183A and from and after the recording such amendment or amendments, the Condominium shall include said buildings. Each of the buildings referred to be constructed by the Sponsor or said Farrwood Green Condominium II shall be of a two-story structure with full basement and containing sixteen (16) units, and to be constructed primarily of concrete, masonry and wood materials. Said buildings are to be erected as shown on the site plan as shown on Appendix B (attached and made a part hereof), the designation of each such unit, a statement of its' location, approximate area, number of rooms, and immediate common area to which it has access and its proportionate interest in the common areas and facilities are set forth respectively in "Schedule B" of this Master Deed attached hereto and made a part hereof.

8. Board of Managers.

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An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the association is "Farwood Green Condominium II". The names of the initial Board of Managers of said association are:

Roy R. Farr, Nancy Jones, and David Foley.

No purchaser, mortgagee, lender or other person dealing with the Managers as they then appear of record in the Registry of Deeds where this Master Deed is recorded shall be bound to ascertain or inquire further as to the persons who are then the Managers hereunder, and any certificate executed by any one or more of them may be conclusively relied on by such person.

9. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

10. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, 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 Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a 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.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere on the Property and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall

have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in any building.

12. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the rules and regulations thereunder, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenant running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the condominium Unit Owner.

13. Invalidity and Conflicts.

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

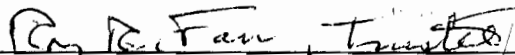
14. Waiver.

No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective to the number of violations or breaches which may occur.

IN WITNESS WHEREOF, this Master Deed is executed under seal as of

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this 22nd day of May, 1978.

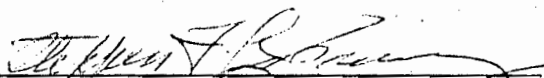

Roy R. Farr, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

May 22 , 1978

Then personally appeared the above-named Roy R. Farr, Trustee of Farrwood Realty Trust, and acknowledged the foregoing instrument to be his free act and deed.


Stephen F. LoPiano, Jr., Notary Public
My commission expires May 23, 1980.

FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE A

A certain parcel of land with the buildings thereon in the City of Haverhill, Essex County, Massachusetts, shown as Lot One on a plan by Raymond C. Pressey, Inc., dated July 20, 1973 and recorded in the Essex South District Registry of Deeds Plan Book 128 Plan 56, bounded and described as follows:

- WESTERLY By Lot 13, 662.94 feet;
- NORTHEASTERLY By Farrwood Drive, 106.30, 95.34, and 360.65 feet;
- EASTERLY, SOUTHEASTERLY, SOUTHERLY, NORTHWESTERLY and NORTHERLY
By Heritage Hill 78.54, 128.26, 23.55, 301.53, 23.55,
128.26 and 78.54 feet;
- NORTHEASTERLY By Farrwood Drive, 347.00 feet;
- SOUTHEASTERLY and EASTERLY
By remaining land, 180.00 and 336.25 feet;
- SOUTHERLY By the approximate town and city line and land now
or formerly of Mt. Hayman Corp., 259.98 and 186.56 feet;
- SOUTHWESTERLY By Bradford Street, 21.42, 166.52, and 320.74 feet.

Said parcel contains 584,500 square feet, according to said plan.

Said premises identified as Heritage Hill are conveyed together with the fee and soil of so much of Farrwood Drive shown on said plan as adjoins the granted premises to the center line thereof. Said premises are conveyed together with the right to use in common with the grantor and others from time to time entitled to use the same for all purposes for which streets may now or hereafter customarily be used in said Haverhill, Farrwood Drive as shown on said plan over its entire length, reserving to the grantor, however, for itself and its successors and assigns, as appurtenant to all of the remaining land of the grantor, the right to use and maintain Farrwood Drive in common with the grantee and others from time to time entitled to use the same, for all purposes for which streets may now or hereafter customarily be used in said Haverhill,

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including (without limitation of the foregoing), installation, use, repair and restoration of pipes, wires, cables, conduits, and appurtenances for sewer, water, electricity, telephone and other utilities therein, thereon and thereover, and also including use and repair and replacement of like services installed for common use by the grantor or others; reserving for the benefit of grantor (a) the right to convey, by instrument duly recorded, to other, including public authority or public utility, the rights in or under said Drive, (b) the right to petition the City of Haverhill to accept all or part of said Drive as a public street, (c) the right to convey to the City, by instrument duly recorded, such easements and rights as may be necessary for such acceptance and (d) all rights to damages resulting from acceptance of any of the same as a public street. Grantor and grantee each agree for themselves and their respective successors, that so often as either shall disturb the surface of the ground in the exercise of the privileges hereby granted and reserved, the one so disturbing will, as soon as practicable, restore the same to its condition prior to such disturbance. Nothing herein shall be construed to require either grantor or grantee to maintain said Drive.

Being a portion of the premises conveyed by deed of Sidney C. Chadwick and Geraldine T. Chadwick dated June 18, 1971, recorded with Essex South District Registry of Deeds in Book 5777, Page 88.

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FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
49	1-A	1,932	3 BR 2 Baths	1-A	1.00
50	"	1,509	2 BR 1½ Baths	"	.74
51	"	"	"	"	.74
52	"	"	"	"	.74
53	"	"	"	"	.74
54	"	"	"	"	.74
55	"	"	"	"	.775
56	"	"	"	"	.775
57	"	"	"	"	.775
58	"	"	"	"	.775
59	"	"	"	"	.74
60	"	"	"	"	.74
61	"	"	"	"	.74
62	"	"	"	"	.74
63	"	"	"	"	.74
64	"	1,932	3 BR 2 Baths	"	1.00

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FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
65	1-B	1,932	3 BR 2 Baths	1-B	1.00
66	"	1,509	2 BR 1½ Baths	"	.74
67	"	"	"	"	.74
68	"	"	"	"	.74
69	"	"	"	"	.74
70	"	"	"	"	.74
71	"	"	"	"	.775
72	"	"	"	"	.775
73	"	"	"	"	.775
74	"	"	"	"	.775
75	"	"	"	"	.74
76	"	"	"	"	.74
77	"	"	"	"	.74
78	"	"	"	"	.74
79	"	"	"	"	.74
80	"	1,932	3 BR 2 Baths	"	1.00

FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
81	1-C	1,932	3 BR 2 Baths	1-C	1.00
82	"	1,509	2 BR 1½ Baths	"	.74
83	"	"	"	"	.74
84	"	"	"	"	.74
85	"	"	"	"	.74
86	"	"	"	"	.74
87	"	"	"	"	.775
88	"	"	"	"	.775
89	"	"	"	"	.775
90	"	"	"	"	.775
91	"	"	"	"	.74
92	"	"	"	"	.74
93	"	"	"	"	.74
94	"	"	"	"	.74
95	"	"	"	"	.74
96	"	1,932	3 BR 2 Baths	"	1.00

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FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
97	1-D	1,932	3 BR 2 Baths	1-D	1.00
98	"	1,509	2 BR 1½ Baths	"	.74
99	"	"	"	"	.74
100	"	"	"	"	.74
101	"	"	"	"	.74
102	"	"	"	"	.74
103	"	"	"	"	.775
104	"	"	"	"	.775
105	"	"	"	"	.775
106	"	"	"	"	.775
107	"	"	"	"	.74
108	"	"	"	"	.74
109	"	"	"	"	.74
110	"	"	"	"	.74
111	"	"	"	"	.74
112	"	1,932	3 BR 2 Baths	"	1.00

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FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
113	1-E	1,932	3 BR 2 Baths	1-E	1.00
114	"	1,509	2 BR 1½ Baths	"	.74
115	"	"	"	"	.74
116	"	"	"	"	.74
117	"	"	"	"	.74
118	"	"	"	"	.74
119	"	"	"	"	.775
120	"	"	"	"	.775
121	"	"	"	"	.775
122	"	"	"	"	.775
123	"	"	"	"	.74
124	"	"	"	"	.74
125	"	"	"	"	.74
126	"	"	"	"	.74
127	"	"	"	"	.74
128	"	1,932	3 BR 2 Baths	"	1.00

FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
129	1-F	1,932	3 BR 2 Baths	1-F	1.00
130	"	1,509	2 BR 1½ Baths	"	.74
131	"	"	"	"	.74
132	"	"	"	"	.74
133	"	"	"	"	.74
134	"	"	"	"	.74
135	"	"	"	"	.775
136	"	"	"	"	.775
137	"	"	"	"	.775
138	"	"	"	"	.775
139	"	"	"	"	.74
140	"	"	"	"	.74
141	"	"	"	"	.74
142	"	"	"	"	.74
143	"	"	"	"	.74
144	"	1,932	3 BR 2 Baths	"	1.00

FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
145	1-G	1,932	3 BR 2 Baths	1-G	1.00
146	"	1,509	2 BR 1½ Baths	"	.74
147	"	"	"	"	.74
148	"	"	"	"	.74
149	"	"	"	"	.74
150	"	"	"	"	.74
151	"	"	"	"	.775
152	"	"	"	"	.775
153	"	"	"	"	.775
154	"	"	"	"	.775
155	"	"	"	"	.74
156	"	"	"	"	.74
157	"	"	"	"	.74
158	"	"	"	"	.74
159	"	"	"	"	.74
160	"	1,932	3 BR 2 Baths	"	1.00

FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

<u>Designation of Unit</u>	<u>Statement of Location/Bldg.</u>	<u>Approx. Area in Sq. Ft. *</u>	<u>No. of Rooms**</u>	<u>Access to Common Area***</u>	<u>Interest in Common Elements(%)</u>
161	1-H	1,932	3 BR 2 Baths	1-H	1.00
162	"	1,509	2 BR 1½ Baths	"	.74
163	"	"	"	"	.74
164	"	"	"	"	.74
165	"	"	"	"	.74
166	"	"	"	"	.74
167	"	"	"	"	.775
168	"	"	"	"	.775
169	"	"	"	"	.775
170	"	"	"	"	.775
171	"	"	"	"	.74
172	"	"	"	"	.74
173	"	"	"	"	.74
174	"	"	"	"	.74
175	"	"	"	"	.74
176	"	1,932	3 BR 2 Baths	"	1.00

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FARRWOOD GREEN CONDOMINIUM II

MASTER DEED

SCHEDULE B

- * Approx. Area in Sq. Ft.
Exclusive of the Floor area of the attic.
- ** No. of Rooms
In addition to the bedrooms (BR) and baths listed, all units contain a porch and the following rooms; living room, dining area, kitchen.
- *** Access to Common Area
All units have front and rear access to the common yard areas surrounding the building in which they are located; therefore, access to common areas is identified by the building in question.

ESSEX SS. RECORDED May 22, 1978 20M. PAST 1 P. M. INST. # 133

COMMONWEALTH OF MASSACHUSETTS
ESSEX REGISTRY OF DEEDS, SO. DIST., SALEM, MASS
ESSEX SS *March 31* 20 08
A TRUE COPY OF RECORD:
BOOK *6471* PAGE *416*

ATTEST:

[Signature]
REGISTER