

SPECIAL AMENDMENT TO
MASTER DEED
OF
PICKMAN PARK CONDOMINIUM

The DiBiase Corporation being the Declarant in the Master Deed creating the Pickman Park Condominium recorded at the Essex County South Registry of Deeds on June 27, 1985, Book 7808 Page 217.

The Declarant does hereby pursuant to and in accordance with Section 15, of the Master Deed does hereby propose to correct clerical errors regarding the percentage of ownership (beneficial interest) as set out in Schedule "A" Phase I Subphase 1-a and Subphase 1-b by substituting the attached Schedule "A" Phase I Subphase 1-a and Subphase 1-b which in effect invalidate the Schedule "A" Phase I Subphase 1-a and Subphase 1-b that was recorded with the Master Deed at the Essex County South District Registry of Deeds on June 27, 1985, in Book 7808 Page 217.

The attached Schedule "A" Phase I Subphase 1-a and Subphase 1-b therefore are incorporated by reference into the Master Deed as if they had been set forth therein and are hereby ratified and confirmed.

Also, the Declarant does hereby pursuant to and in accordance with Section 15, of the Master Deed does hereby propose to and does make the following corrections; page one of the Master Deed line three to delete the words 'and not individually'. (see attached corrected page one marked #1); page two of the Master Deed section #4 line four, removing the period after the word units and placing a comma therein and placing a small a in place of a capital A in the word as. (see attached corrected page two marked #2); page four of the Master Deed the line entitled Lowest Floor, changing the spelling of the word 'corete' to concrete. (see attached corrected page four marked #3); page eleven of the Master Deed Section #14 entitled Amendments first line, add after the number 15 the word 'and' and the number '16'. (see attached corrected page eleven marked #4).

IN WITNESS WHEREOF, The DiBiase Corporation through its President, Ugo DiBiase, caused this instrument to be signed, acknowledged and delivered in its name and behalf by Ugo DiBiase its President hereto duly authorized this 9th day of August 1985.

Signed and sealed in the presence of:

The DiBiase Corporation

By: _____

Peter R. Beatrice, Jr.

Ugo DiBiase, President

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

August 9,

1985

Then personally appeared before me, the above named Ugo DiBiase, President of the DiBiase Corporation as aforesaid, and acknowledged the foregoing instrument as the free act and deed of said corporation and that he presently holds the office of President and authorized to execute this document on behalf of said corporation.

Peter R. Beatrice, Jr., Notary Public
My Commission Expires: August 8, 1991

MASTER DEEDOFPICKMAN PARK CONDOMINIUM

The DiBiase Corporation, a Massachusetts corporation having a principal place of business at 10 Lookout Terrace, Lynnfield, Massachusetts, (hereinafter with its successors and assigns, referred to as the "Declarant"), being the sole owner of the premises in the City of Salem, Essex County, Massachusetts, hereinafter described, (hereinafter the "Premises"), proposing to create a condominium with respect thereto, by duly executing and recording this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), and does hereby create with respect to the Premises a condominium to be governed by and subject to the provisions of Chapter 183A (the "Condominium") and to that end declares and provides the following:

1. Name. The name of the Condominium shall be:

PICKMAN PARK CONDOMINIUM

2. Description of Land. The Premises which constitute the Condominium is a certain parcel of land as shown on a plan entitled "Plan of Land in Salem, Mass.; Scale 1"=100'; dated December 20, 1984; drawn by Parsons and Faia, Inc., 480 Lincoln Avenue, Saugus, Mass." 11

Said premises together with the buildings and improvements therein are more particularly described in and are subject to and have the benefit of any other rights, easements, reservations, restrictions, conditions and licenses appurtenant thereto and referred to in Exhibit A attached hereto and incorporated herein and Schedule A attached hereto and incorporated herein.

- (a) Shown on a plan of land entitled "Definitive Subdivision Plan Pickman Park Salem Mass." dated March 17, 1977 by Three Associates, 13 Central Street, Salem, Mass. 01960 or amended and recorded herewith.
- (b) A plan entitled Site Plan Salem, Massachusetts, Pickman Park Condominium Scale 1"=100', Sept. 25, 1984 by Parsons and Faia, Inc., Surveyors, 480 Lincoln Avenue, Saugus, Mass., having two sheets. Sheet two is entitled Phase One (revised March 8, 1985) and recorded herewith.

Said land buildings and improvements located and described in Exhibit A annexed hereto and Schedule A annexed hereto and have the benefit of the matter referred to in Exhibit A and Schedule A.

Phase One will be developed by the construction of thirty six (36) Quadrplexes with each containing four (4) units for a total of one hundred and forty four (144) units, which will be developed in ten subphases; 1-a, 1-b, 1-c, 1-d, 1-e, 1-f, 1-g, 1-h, 1-i, 1-j, in accordance with Section 16.

Phase Two and Three as shown on the site plan may also be developed as will be determined by the Declarant.

3. Trust. The organization through which the owners of Condominium units ("Units" or individually the "Unit") will manage and regulate the Condominium hereby established is the Pickman Park Condominium Trust under Declaration of Trust dated June 26, 1985 ("Condominium Trust") to be recorded herewith. In accordance with Chapter 183A the Condominium Trust establishes a membership organization of which all owners of Units ("Unit Owners" or "Owners" and individually the "Unit Owner" or "Owner") shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities (the "Common Areas and Facilities") to which they are entitled under this Master Deed. The Trustees of the Condominium Trust have enacted By-Laws (the "By-Laws") which are set forth in the Condominium Trust pursuant to and in accordance with Chapter 183A.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

Ugo DiBiase, 10 Lookout Terrace, Lynnfield, Massachusetts
 Paul DiBiase, 10 Lookout Terrace, Lynnfield, Massachusetts
 Vincent DiBiase, 10 Lookout Terrace, Lynnfield, Massachusetts

4. Description of Buildings. There is or shall be erected on the land as described in Exhibit A thirty six (36) buildings comprising Phase One of the Condominium which shall consist of One hundred and forty four (144) units, as shown on plan entitled Site Plan aforementioned and recorded herewith, and aforementioned Schedule A which sets forth the characteristics; and recorded herein. Each such unit having access to the streets via common area exterior walk ways or common area hallways. The description of the buildings may be amended pursuant to subsequent paragraphs contained in this Master Deed.

Phase 1 Buildings contain four units each arranged in row house configuration. Each building contains two flats and two split levels.

- (a) Flats are units in which all the living spaces are located on one level. The flat contains a living room, a kitchen/dining room, two bedrooms, and a full bath.

The Condominium Units, their designation, location, approximate area, number and composition of rooms, storage areas and garages that are within the aforementioned buildings shall be a part of that Unit as shown on Schedule A which is attached herein.

(a) The boundaries of each of the Units are as follows:

Lowest Floor: The plane of the top of the concrete slab of the basement of the lowest living level.

Roof: The plane of the top face of the gypsum wall board.

Walls Between Living Units: The plane of the inside face of the wall studs of the dividing or party walls.

Exterior Walls: The plane of the interior face of the studs.

Exterior Doors and Frames: The plane of the interior face of exterior doors. Paint applied to the interior face is part of the unit.

Windows and Sliding Glass Doors: The plane of the interior face of glass and of the frames, mullions and muntons. Paint applied to the interior face is part of the unit.

(b) Easements which are appurtenant to individual units are as follows:

- (1) The Owners of each individual unit shall have exclusive rights to use decks which are adjacent to and accessible from the respective units, subject to all restrictions otherwise set forth in this Master Deed, The Condominium Trust, The By-Laws and any rules and regulations from time to time in effect pursuant thereto.
- (2) Entrance hallways and stairways, yards and terraces, balcony, as applicable where they are located beneath their living areas.
- (3) Each unit as shown and designated on the aforementioned plan shall have the exclusive right appurtenant to that Unit to use a permanent outdoor parking space (outdoor space).

The easements and use of certain areas and facilities by Units in the aforementioned paragraph shall be maintained, repaired and replaced as necessary by and at the sole cost and expense and risk of the owner of said units. All maintenance, repair and replacement herein to be performed by and at the sole expense of Unit Owner shall be performed and conducted in accordance with the provisions and restric-

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 or lease thereof; and (c) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or the rules or regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the Owner of a Unit.

13. Utility Lines, Right of Access. References herein to utility lines shall include, without limitation, pipes, wires, flues, ducts, cables, conduits as well as appurtenances to any of the same.

Each Unit Owner shall have an easement in common with the Owner(s) of the other Units within the same building to use all utility lines and other common elements located in the other Units and serving his Unit, and each Unit shall be subject to said easement. The Condominium Trustees and/or the Declarant, and their authorized agents and employees, shall have and are hereby granted a right of access (at reasonable times and upon reasonable notice except in emergencies) to or through each Unit and any area or facility, the exclusive use of which is provided to the Unit, for purposes of operations, inspection, protection, maintenance, repair and replacement of Common Areas and Facilities or of other Units or any exclusive areas or facilities provided to such other Units; correction, termination or removal of acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of provisions hereof; and for such other purposes as the Trustees and/or the Declarant deem necessary, appropriate, or advisable; and the Trustees and/or the Declarant may, for such purpose, require each Unit Owner to deposit a key to each Unit with the Trustees and/or the Declarant.

The Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, other than such Common Areas and Facilities the exclusive benefit of which is for a particular Unit Owner as herein elsewhere provided, and to make excavations for said purposes; and no Unit Owners shall do any of the foregoing without the prior written permission of said trustees in each instance.

14. Amendments. Except as provided in Sections 15 and 16, this Master Deed may be amended by an instrument in writing (a) signed by one or more Owners of Units entitled to 75% or more of the undivided interest in the Common Areas and Facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded