

MASTER DEED  
OF  
PICKMAN PARK CONDOMINIUM

The DiBiase Corporation, a Massachusetts corporation having a principal place of business at 10 Lookout Terrace, Lynnfield, Massachusetts ~~and not individually~~ (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."

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) Quadraplexes 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, <sup>As</sup> 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.

- (b) Split levels are units in which the living spaces are located on four levels separated at half story intervals. The split level contains a living room on one of these levels; a kitchen and half bath on another of the levels; a bedroom on another of the levels and a second bedroom and full bath on one of the levels.

### Foundations

All building foundations are cast-in-place concrete. Foundation walls are 8" or 10" thick with reinforcing bars top and bottom.

### Structural Framing

The Phase 1 buildings are constructed of 2x4 wood frame walls and 3.5 inch diameter pipe columns. Floors are constructed of 2x8 joists, 12 inches on center and roofs are of 2x8 joists or of wood trusses.

The various exterior wall assemblies are designed to meet the Massachusetts Building Code Protected Frame construction for type 4A and are comprised of the following:

1. Wood clapboards on "Nor board" 1/2" Wafer board.
2. 1/2" blue board with thin coat plaster.
3. 3 5/8" Friction fit batt insulation (R-13)

### Roofing

The Phase 1 buildings have 235 pound asphalt shingles on 1/2" C.D.X. fir 4/5 ply plywood.

5. Floor Plans; Designation of Units and their Boundaries; Easements Appurtenant to Individual Units. The Condominium Plans (the "Plans" or "Floor Plans" of the buildings, showing the layout, location, Unit designation and dimensions of the Units stating the name of the project and bearing the verified statement of the registered engineer, surveyor or architect certifying that the Plans fully and accurately depict the same as-built, captioned "Pickman Park Condominium, Salem, Massachusetts" date June 26, 1985 prepared by Emerson-Minton Associates, Newburyport Massachusetts are incorporated herein, are made a part of this Master Deed, and are to be recorded herewith.

### Structural Framing

The Phase II buildings are constructed of 2x6 wood frame walls and 3.5 inch diameter pipe columns. Floors are constructed of 2x8 joists, 12 inches on center and roofs are of 2x8 joists or of wood trusses.

The various exterior wall assemblies are designed to meet the Massachusetts Building Code Protected Frame construction for type 4A and are comprised of the following:

1. Wood clapboards on "Nor board" 1/2" Wafer board.
2. 1/2" gypsum board, taped, sanded and painted.
3. 6 1/2" Friction fit batt insulation (R-19).

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 muntions. 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-

tions set forth herein, and the Condominium Trust and/or rules and regulations pursuant thereto. If the owner of any Unit shall fail or neglect so to maintain, repair and replace any facility, area or item required herein in a proper manner, or if the Owner of any Unit shall fail to perform any other work or take any action required to be done or taken pursuant to this Master Deed, the Condominium Trust, or the rules and regulations promulgated pursuant thereto, the Trustees of the Condominium Trust may, but shall not be required to do so and charge such Unit Owner for the costs thereof for which such Unit Owner shall be liable in addition to such Owner's share of the common expenses and until such charges are paid by such Owner, the same such shall constitute a lien against such Unit pursuant to the provisions of Section 6 of Chapter 183A.

The maintenance repair and replacement obligations herein contained notwithstanding, the Trustees of the Condominium Trust may in the exercise of their discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those appurtenant facilities, areas and items which Unit Owners are required herein to so maintain, repair, and replace and Trustees may reasonably regulate and control and make rules relating to the appearance, painting, decorating and utilization of such appurtenant facilities, areas and items.

6. Common Areas and Facilities. The Common Area and Facilities of the Condominium consist of:

- (a) The Premises described in Schedule A, together with the benefit of and subject to all rights, easements, restrictions, agreements and licenses set forth in said Exhibit A, if any, so far as the same may be in force and applicable. ii
- (b) All portions of the Premises not included in any Unit by virtue of Section 5 above, including, without limitation, the following to the extent such may exist from time to time:
  - (1) The foundations, structural members, beams, supports and those portions of exterior and interior walls, floors, ceilings and doors leading from Units to common areas not included as part of the Units, the roof, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;
  - (2) The foundation plantings, yards, gardens, walkways, grass areas, steps and stairways, balcony & terraces, hallways, and other facilities contained therein;

- (3) All utility lines such as power, heat, light, water telephone, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit and are located within that Unit;
  - (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within or accessible through any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;
  - (5) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacements thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium.
- (c) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

The Owners of each Unit in Phase I of the Condominium shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages shown on Schedule A, for so long as the only Units in the Condominium are those comprising Phase I. These percentages of interest have been computed, in conformance with Chapter 183A, upon the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date.

As new building(s) containing units are included in the Condominium, pursuant to and in accordance with the provisions of Section 15, which inclusions may be by Phase, the percentage interest of each Unit Owner, in the Common Areas and Facilities, including those Owners subsequently included therein, shall be calculated and recalculated, as the case may be, in accordance with the provisions of Chapter 183A and distributed among the Units then included in the Condominium in fair and equitable proportions.

Notwithstanding anything to the contrary contained in this Section 6, the Common Areas and Facilities shall be subject to: (i) the provisions of the Master Deed, the Condominium Trust, the By-Laws and any rules and regulations from time to time in effect pursuant thereto with respect to the use and management thereof; and (ii) such exclusive rights, easements, limitations and obligations in use contained in other portions of this

Master Deed, or as may be hereafter established pursuant to the provisions of this Master Deed.

The respective percentages of undivided interest in the Common Areas and Facilities shall not be separated from the Units to which they appertain and shall be deemed to be conveyed or encumbered with such Unit even though such interest is not expressly mentioned or described in any conveyances or other instruments relating to the same.

7. Purposes. Each Unit is intended to be used only for residential purposes by not more than one family unit or by not more than two unrelated persons. No business use may be made of any Unit or of any part of the Common Areas and Facilities, provided, however, that a Unit Owner or occupant may use a portion of his Unit for such office and studio use as is customarily carried on as incidental to the use of a single family residence. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning, and health ordinances or by-laws, statutes, ordinances, by-laws and rules and regulations of any governmental body or agency having jurisdiction thereover and in full compliance with all Private Restrictions, hereinafter defined. No such use shall be carried on which causes any increase in premium for any insurance carried by the Trustees or any Unit Owner relating to the Building or any Unit, as the case may be; provided that the Trustees may, in their sole discretion, allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Building and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

8. Restrictions on Use. The Units, the Building(s) and the Common Areas and Facilities shall not be used (a) for any purpose other than a purpose permitted and/or in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust, the By-Laws, the rules and regulations promulgated pursuant thereto, and/or from time to time in effect with respect to the use and management thereof, and Chapter 183A.

Notwithstanding anything herein contained to the contrary, the Declarant reserves unto itself and its successors and assigns the right, until all of said Units have been sold by said Declarant or its successors or assigns, to let or lease Units owned or leased by it, or the Common Areas and Facilities, as offices, as storage areas, for purposes of construction, or as models for display for purposes of sale or leasing of Units, and as such shall have a right of access to any such area to accomplish any such purpose. Declarant shall not make any use of such



Units or the Common Areas and Facilities which are inappropriate to such space.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all of the Units and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners, or the condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and compliance therewith acknowledged by an instrument in writing signed by the Owners at the time entitled to seventy-five (75%) percent or more of the undivided interests in the Common Areas and Facilities, and a majority of the Condominium Trustees, and such instrument, whether or not recorded, shall be binding on all present and succeeding Owners from time to time of the Units, and on the Condominium Trustees then in office. No Owner of a Unit shall be liable for any breach of the provisions of this Paragraph except as such occur during his or her ownership thereof. //

9. Changes and Alterations to Units.

- (a) No person shall make any structural or other material change in any Unit or alter the layout, location, dimensions, approximate area, number of rooms, or access to Common Areas and Facilities of any Unit as shown on the Floor Plans attached hereto, and any other plans which may from time to time be made part of this Master Deed except as hereinafter set forth;
- (b) Prior to the commencement of work on any such change or alteration referred to in the preceding paragraph, the person wishing to make the same shall submit to the Trustees plans, specifications and such additional information as may be necessary to determine the nature, extent and effect of proposed work. The Trustees may, in their discretion, request such additional information as they may feel necessary for this purpose;
- (c) Upon receipt of such plans, specifications, and information, the Trustees shall review the same and shall determine as expeditiously as is reasonably practical:
  - (1) Whether the proposed work would render the Unit in question, the other Units, or the Building as a whole structurally unsound, or otherwise jeopardize the soundness or safety of the Building, or disrupt, or impede the provision of utility services, or adversely affect the Building or Common Areas and Facilities.

- (2) Whether the proposed change would render the Unit in question, the other Units, the Building as a whole illegal or in violation of any law, statute, by-law, rule or regulation of any governmental body having jurisdiction over the same or would violate any private restrictions, agreement, covenant or condition to which the Condominium may now or hereafter be or remain effectively subject, if any (herein "Private Restrictions"); and
  - (3) Whether the proposed change is such as would require an amendment to this Master Deed and/or the Floor Plans and any other plans which may, from time to time, be made a part thereof.
- (d) If, in the reasonable opinion of the Trustees, the proposed work would detrimentally affect the structural integrity or the soundness or safety of any Unit or of any Building, disrupt or impede utility services, or adversely affect the Common Areas and Facilities, or render any Unit, any Building, or the Condominium as a whole illegal or in violation of any matter referred to in subparagraph (2) above, they may refuse to consent to such change or alteration, and no change or alteration shall be made without the written consent of the Trustees. Any such consent by the Trustees shall not constitute an actual or implied representation that the proposed action will comply with all applicable laws, statutes, by-laws, and rules and regulations of all governmental bodies having jurisdiction over the same and would not violate any Private Restriction nor shall the same relieve the Unit Owner requesting the same of his obligation to preserve the structural integrity or the soundness and safety of the Units and the Building, to prevent the disruption or impeding of utility services, and to obtain all required governmental approvals and comply with all Private Restrictions. The Trustees may condition any consent hereunder as they reasonably require.
- (e) If, in the reasonable opinion of the Trustees the proposed change is such as would require an amendment to this Master Deed and/or the Floor Plans and any other plans which may, from time to time, be made a part hereof, the person wishing to make such change shall prepare or cause to be prepared, at the cost and expense of such person, such instruments, documents and plans necessary and appropriate to amend this Master Deed and/or the Floor Plans and any other plans which may, from time to time, be made a part hereof, to reflect any such proposed change, which instruments,

documents and plans shall in no way derogate from or alter the procedure for amendment of this Master Deed as set forth herein, and no such amendment shall be effective unless and until executed by the Trustees, assented to by the Unit Owners, and duly recorded as herein set forth.

- (f) Without limitation on the foregoing, nothing herein shall constitute a waiver by any Unit Owners of the provision of Section 5(g) of Chapter 183A.

10. Changes and Alterations to Common Areas and Facilities. The Trustees shall maintain, repair, and/or restore, or cause to be maintained, repaired and/or restored all landscaped portions of the Premises in a condition equivalent to that existing at the time of issuance of a certificate of occupancy for the last building to be built on the Premises in accordance with the provisions of this Master Deed. This in no way restricts the rights of the Trustees to change or alter the design and/or use of any of the Common Areas and Facilities, including landscaping or landscaped portions thereof.

11. Encroachments. If any portion of the Common Areas and Facilities shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Areas and Facilities as a result of (a) settling of the Building, or (b) alteration or repair to the Common Areas or Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building affected stands.

12. Units Subject to Master Deed, Unit Deed, Condominium Trust. All present and future Owners, their employees, tenants, and visitors shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the Land as set forth in this Master Deed. The acceptance of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, 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, tenant, visitor, employee or occupant; (b) 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 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.

*And 16.*

14. Amendments. Except as provided in Section 15, 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

with the Essex South District Registry of Deeds or the Essex South Registry District of the Land Court, as applicable; PROVIDED HOWEVER, that:

- (a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;
- (b) 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;
- (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 or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and
- (e) 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 Chapter 183A shall be of any force and effect.

15. Special Amendment. Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed, the Plans, or the Condominium Trust at any time and from time to time which amends this Master Deed, the Plans or the Condominium Trust (i) to comply with the requirements of FNMA, FHLMC, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, or quasi-public entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed, the Plans or the Condominium Trust into compliance with Chapter 183A, or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment hereto or the Plans or the Condominium Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed,

mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to vote in favor of, make, execute and record Special Amendments. The right of Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as Declarant no longer holds title to a Unit.

16. Addition to the Condominium.

- (a) Declarant hereby reserves the right to amend the Master Deed, from time to time, without consent of any Unit Owner or mortgagee, so as to subject all or any portion of Phase I, and its subphases and/or Phase II, and or Phase III in any order, as shown on the plans referred to and incorporated in this Master Deed, to Chapter 183A; provided, however, that the right to amend the Master Deed, and thereby include the land, buildings, units therein, improvements thereon and any Common Areas and Facilities in the Condominium, shall terminate, with respect to any Phase or Phases, or any portions thereof, theretofore not included in the Condominium, within seven (7) years from the date hereof. Declarant shall have the right, prior to executing and recording an amendment, to change the number, size, layout, location and architecture of the units and buildings to be included in said amendment; provided, however, that future improvements shall be consistent with the initial improvements in terms of quality of construction. In no event, however, shall Declarant amend the Master Deed to provide for more units than set forth in Phase plans referred to and incorporated in this Master Deed. Any amendment of the Master Deed shall contain, with respect to the portion or all of the Phase or Phases referred to therein, all of the particulars required by Chapter 183A. Declarant shall not amend the Master Deed to include additional buildings until the construction of such buildings has been substantially completed. No amendment shall be effective until recorded with the Essex South Registry of Deeds or the Essex South Registry District of the Land Court, as applicable.
- (b) Concomitant to and in accordance with the right to amend the Master Deed, Declarant further reserves the following rights:
  - (i) To develop and construct additions to the Condominium, including, without limitation, buildings, roads, ways, utilities and other improvements and amenities pertaining thereto; provided, however, that nothing contained herein

shall obligate Declarant to commence or complete construction of additional buildings or other improvements on the land reserved for phasing.

- (ii) To grant or reserve easements across, under, over and through the Land or any portion thereof, which Declarant determines is necessary or convenient in connection with the development, construction or use of the additions; provided only that such grants or reservations do not unreasonably interfere with the use of the Units for intended purposes.
- (iii) To use the Common Areas and Facilities of the Condominium as may reasonably be necessary or convenient to complete construction of any buildings or other improvements to the Condominium, additions thereto.

17. Provisions For the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagee") 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) Except as hereinbefore provided, no instrument of amendment that alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

- (c) 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.
- (d) Any First Mortgagee which 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;
- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless fifty one percent (51%) of the First Mortgagees of the Units have given their prior written consent thereto:
  - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain; or
  - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds of condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
  - (iii) partition or subdivide any Unit; or
  - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 6.9.1 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.



- (f) Consistent with the provisions of Chapter 183A, 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.
- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (h) A First Mortgagee, upon request made to the Trustees of Pickman Park Condominium Trust, shall be entitled to:
  - (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
  - (ii) inspect the books and records of the Condominium Trust at reasonable times;
  - (iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
  - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years from the date of completion of the last phase, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

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

The provisions of this paragraph may not be amended or rescinded without the written consent of fifty one percent (51%) First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded or filed with the Essex South District Registry of Deeds or the Essex South District of the Land Court as appropriate, in accordance with the requirements of this paragraph.

18. Severability. The invalidity or unenforceability of any provision 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.

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

20. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent or any provision hereof.

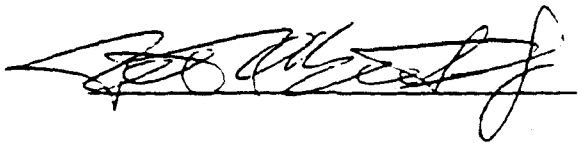
21. Chapter 183A Governs. The Units and the Common Areas and Facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of, and be subject to, the provisions of Chapter 183A in effect on the date this Master Deed is recorded and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium Premises or any portion thereof from the provisions of Chapter 183A.

22. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires. Where the context so admits in this Master Deed, the term "Declarant" shall also mean Unit Owner. 11

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 26th day of June , 1985.

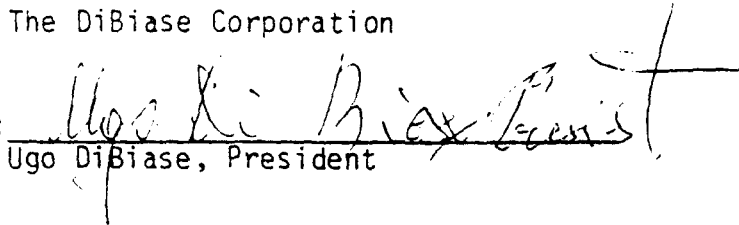
Signed and sealed in presence of

The DiBiase Corporation



By:

Ugo DiBiase, President

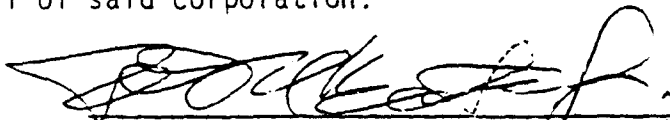


COMMONWEALTH OF MASSACHUSETTS

ESSEX , ss.

June 26 , 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