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THE ELM SQUARE CONDOMINIUM

MASTER DEED

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THE ELM SQUARE CONDOMINIUM MASTER DEED

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MASTER DEED

ELM SQUARE REALTY TRUST, a Massachusetts business trust having an usual place of business at Andover, Essex County, Massachusetts, being the sole owner of the land and building in said Andover described in paragraph 1 following, and shown on the Condominium Plan hereinafter described in paragraph 1 following, does hereby, by duly executing and recording this Master Deed, submit the said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances thereto belonging (hereinafter sometimes called the Property) to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a Condominium to be governed by and be subject to the provisions of said Chapter 183A. The Property is a Condominium to be known as Elm Square Condominium (hereinafter sometimes called the Condominium).

1. Description of land. The land on which the buildings and improvements are located is situated on the Northerly side of Elm Street being described as follows:

That certain piece, parcel or tract of land, together with all buildings and other improvements, if any, located thereon, situate, lying and being in the Town of Andover, County of Essex and Commonwealth of Massachusetts and being shown as Lot #A on Plan of Land entitled "Plan of Land in Andover, Massachusetts as subdivided by the Trustees of St. Matthew's Lodge, December 5, 1963, Clinton F. Goodwin, Surveyor", said parcel being more particularly bounded and described as follows:

Beginning at a point on the Easterly side of High Street at the Northwesterly corner of Parcel A and at the Southwesterly corner of Lot B as shown on said plan; thence running North 89° 52' 30" East by and along Lot B one hundred twelve and 62/100 (112.62) feet to an iron pipe; thence running South 1° 25' West by and along land now or formerly of Lundgren Funeral Home, Inc. thirty-six (36) feet to an iron pipe; thence turning and running South 16° 16' 50" East by and along said land now or formerly of Lundgren Funeral Home, Inc. one hundred and thirty-two and 51/100 (132.51) feet to Elm Street; thence turning and running South 47° 16' West by and along Elm Street one hundred seventy-four and 96/100 (174.96) feet to a stone bound; thence following a curved line by and along the intersection of Elm Street and High Street twenty-three and 56/100 (23.56) feet to a stone bound on the Easterly side of High Street, thence running North 0° 39' West by and along said High Street two hundred seventy-four and 26/100 (274.26) feet to the point of beginning.

Containing 30,160 square feet, more or less, according to said plan, recorded in No. Essex Registry of Deeds as Plan No. 4951.

Subject to and with the benefit of easements, restrictions and other instruments of record insofar as the same are now in force and applicable. Being the same premises conveyed to the grantors by deed of Software International Corp., dated 12/14/83 and recorded 12/15/83 at No. Essex Registry of Deeds in Book 1629, Page 31.

2. Exclusive Use. Each Unit shall have the right to the exclusive use of the no. of parking spaces designated to it by its Unit Deed. This space, however, or spaces, is (are) to be shared in common with the Masonic Temple after 6:00 in the evenings.

3. Description of Units and Their Boundaries.

The designation of each Unit of the Condominium, its location, approximate area, immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit A annexed hereto, and in Floor Plans of the Building entitled "The Elm Square Condominium, Andover, Mass., Scale 1" = 4' dated July 1983

drawn by Stephen E. Stapinski, Registered Land Surveyor, which contains the certifications required by Mass. General Laws Chapter 183A, Section 8, Paragraph (f) ~~annexed~~

~~Exhibit A~~, recorded in North Essex Registry of Deeds as Plan # 9251.

Included within each Unit are the windows, doors and the inside portions of the window and door frames located beyond the boundaries of the Unit, as to which each such Unit shall have the right and easement of encroachment over the Common Elements.

The boundaries of the Units with respect to the floors, ceilings and walls thereof are as follows:

- A. Floors: The upper surface of the subflooring, or in the case of basement areas, the upper surface of the concrete floor slab.
- B. Ceilings: The plane of the lower surface of the overhead floor joists or, in the case of Units or portions of Units situated immediately

beneath an exterior roof, the plane of the lower surface of the ceiling joists.

- C. Interior Building Walls Between Units: The plang of the interior surface of the wall studs or concrete wall facing such Unit or, with respect to basement areas, if applicable, the interior surface of the concrete wall.
- D. Exterior Building Walls: The plang of the interior surface of the wall studs, or with respect to basement areas, if applicable, the interior surface of the concrete wall.

4. Description of the Common Elements. The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in the preceding paragraph and Exhibit A annexed hereto.

The Common Elements of the Condominium shall consist of the entire property constituting the Building as shown on the Condominium Plan including all parts of the building and improvements thereon other than the Units.

The Common Elements will include, without limitation, the following:

(a) The land, lawns, gardens, interior roadways, walks, pathways, parking and other improved areas, not within the Units.

(b) Those portions of the Building not included within the boundaries of the Units contained therein (except the windows, doors and certain portions of the window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, roofs, roof trusses and systems, gutters, drainage down spouts and other elements attached to the Building but not included within the Units.

(c) The exterior stairways and stoops and railings and supports thereon, together with any steps and walks leading thereto.

(d) All conduits, ducts, plumbing, wiring, flues and other sanitary waste disposal and drainage pipes and systems owned by the Grantor, located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

(e) As to sewerage, sanitary waste disposal systems, drainage, water and other utility conduits, lines, pipes and wires situated on the premises but not owned by the Grantor, the right and easement to use the same shall be included.

(f) All other items, other than the Units, listed as Common Areas and Facilities in Massachusetts General Laws, Chapter 183A and located on the premises described in paragraph 1.

The Common Elements shall be subject to the provisions of the By-Laws of the Association, the matters set forth in paragraph 1 hereof, the Rules and Regulations promulgated pursuant to the Condominium Documents with respect to the use thereof, to assignment of certain Common Elements to particular Unit owners and to payments which may be required therefor.

5. Floor Plans. Simultaneously with the recording of this Master Deed or thereafter there will be recorded a set of the Floor Plans of the Building of the Condominium showing the layout, location, Unit numbers and dimensions of the Units, stating the registered architect, registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions

of the Units as built. Such Floor plans have been previously referred to in Paragraph 3 and annexed hereto as Exhibit D.

6. Use of the Units. Unless otherwise permitted by instrument in writing duly executed in accordance with the By-Laws of the Association:

(a) No use of any Unit or any portion thereof may be made except as professional and/or general offices, including but not limited to physicians, dentists, attorneys, accountants, engineers, architects, land surveyors, travel agents, data processors, real estate brokers, chiropractors, and insurance brokers, banking facilities, retail and other uses accessory thereto, and uses consistent with the general tenor and surroundings of the Condominium, but no other use shall be permitted unless such use shall have been authorized in writing by the Board of Managers of The Elm Square Condominium Association (hereinafter sometimes called the Association); provided that the Grantor or its agents, may, until all of said Units have been sold by the Grantor, use any Units owned by the Grantor as rental offices, models for display and for similar purposes related to the sale or leasing of the Units.

(b) The architectural and structural integrity of the Building and the Units shall be preserved without modification, except with the written consent of the

Board of Managers, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no exterior or structural change, addition or projection shall be erected, made, or attached to any such Unit (written consent, however, not to be unreasonably withheld); no addition to or change or replacement (except, so far as practicable, with identical kind) of exterior lights, door knocker or other exterior hardware, exterior door, or door frame shall be made, and to painting, attaching or decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire so long as the written consent of the Board of Managers (not to be unreasonably withheld) is obtained for any decoration, sign, or other feature visible through an exterior window; and

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association or any rules or regulations promulgated pursuant thereto.

The restrictions shall be for the benefit of the owners of all of the Units and the Association and shall be enforceable by the Board of Managers. Insofar as permitted by law, they shall be perpetual and to that end may be 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 such as occur during his or her ownership hereof.

7. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing:

(a) signed by the owners of Units entitled to sixty (60%) per cent or more of the undivided interests in the common areas and facilities, and

(b) signed and acknowledged by a majority of the Board of Managers of the Association, and

(c) duly recorded with Essex North Registry of Deeds.

The date on which any such instrument 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 (6) months after such date;

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;

No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common area and facilities shall be of any force or effect unless the same has been signed by the owners of all of the Units and said instrument is therein designated as an Amended Master Deed;

No instrument of amendment affecting any Unit or Common Element in a manner which impairs or modifies the security of a first mortgage of record thereon held by a bank, insurance company, or other lender shall be of any force or effect unless the same has been assented to in writing by such holder; and

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

8. The Unit Owner's Organization. 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 General Laws, Chapter 183A. The

name of the Association is The Elm Square Condominium Association (hereinbefore referred to and called the Association). The names of the Board of Managers of the Association who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Philip J. Coppola
Stephen R. Duly
Frederick C. Meyers
Marcus L. Petersen

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 the date of this Master Deed.

10. Encroachments. Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or upon any portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment.

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 or other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units or portions of the Condominium to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

12. Use of Common Elements in Common with Others.

Except as to those Common Elements for which exclusive rights and easements in favor of certain Units are created by this Master Deed, each Unit Owner shall have the right to use the Common Elements including the roads, paths, parking areas, and walks on which his Unit abuts, in common with all others entitled thereto as provided in the By-Laws of the Association.

13. Acquisition of Units by Board of Managers.

In the event that (a) any Unit owner shall convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interest; then in either of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit owners, in proportion to their respective common interests.

14. Units Subject to Master Deed, Unit Deed, By-Laws, and Rules and Regulations. All of the above described Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association and the Rules and

Regulations as they may be adopted from time to time. The acceptance of a Deed to a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association and the Rules and Regulations as they may be adopted from time to time are accepted and ratified by such owner and that all 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 and shall be binding upon any tenant, visitor, servant or occupant of such Unit.

15. Invalidity. The invalidity 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.

16. 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.

17. 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 of any provision hereof.

18. Definitions. All terms and expressions herein used which are defined in section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

19. Conflicts. 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 provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

EXECUTED under seal this 23rd day of August, 1983.

Frederick C. Meyers, Trustee *Frederick C. Meyers*
 Philip J. Coppola, Trustee *Philip J. Coppola*
 Marcus L. Peterson, Trustee *Marcus L. Peterson*
 Stephen R. Duly, Trustee *Stephen R. Duly*

ESSEX, ss

COMMONWEALTH OF MASSACHUSETTS 23 Aug. 1983

Then personally appeared the above named Trustees of Elm Square Realty Trust and acknowledged the foregoing instrument to be their free act and deed:

Before me

My Commission Expires:

- 15 -

Stanley L. Mucina
Notary Public

Jan. 23, 1987

ELM SQUARE REALTY TRUST

Unit #	Locus	Area (+ or -)	Adjacent Common Area	% Interest in Common
1-L	Basement	2,387 s.f.	Power Rooms, Basement Hall, Side-Door Exit, Rest Rooms, and Storage Area	8.931%
2-L	Basement	413 s.f.	Power Rooms, Basement Hall, Storage Area, and Rest Rooms	1.545%
1-A	1st Floor and (Basement)	2,290 s.f. (889 s.f.)	1st floor hall, basement hall, rest rooms, 1st floor & basement	11.932%
1-B	1st Floor and (Basement)	1,042 s.f. (1,452 s.f.)	1st floor hall, rest rooms, rear hall & exit door	9.332%
1-C	1st Floor	1,870 s.f.	1st floor hall, rest rooms, rear hall & exit door	7.000%
1-D	1st Floor	2,900 s.f.	1st floor hall, lobby & rest rooms	10.851%
1-F	1st Floor and (Basement)	950 s.f. (510 s.f.)	1st floor lobby, rest rooms, stairwell & exit doors, & basement lobby	5.463%
2-A	2nd Floor	582 s.f.	2nd floor hall, lobby, stairwell & rest rooms	2.177%
2-B	2nd Floor	840 s.f.	2nd floor hall, stairwell & rest rooms	3.143%
2-C	2nd Floor	2,177 s.f.	2nd floor hall, stairwell & rest rooms	8.145%
2-D	2nd Floor	1,330 s.f.	2nd floor hall, stairwell & rest rooms	4.976%
2-E	2nd Floor	1,161 s.f.	2nd floor lobby, rest rooms & stairwell	4.344%
3A-1	3rd Floor	595 s.f.	3rd floor hall, lobby & rest rooms	2.226%

Unit #	Locus	Area (+ or -)	Adjacent Common Area	% Interest in common
3A-2	3rd Floor	777 s.f.	3rd floor hall, stairwell, & rest rooms	2.90%
3-B	3rd Floor	1,395 s.f.	3rd floor hall, stairwell & rest rooms	5.21%
3-C	3rd Floor	2,080 s.f.	3rd floor hall, stairwell & rest rooms	7.78%
3-E	3rd Floor	1,076 s.f.	3rd floor lobby, stairwell & rest rooms	4.02%

Recorded Sept.15,1983 at 1:21PM #15794